CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, August 02, 2022
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

AGENDA

MEETING PARTICIPATION NOTICE

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

beaumontca.gov/livestream

Public comments will be accepted using the following options.

1. Written comments will be accepted via email and will be read aloud during the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Comments can be submitted anytime prior to the meeting as well as during the meeting up until the end of the corresponding item. Please submit your comments to: **nicolew@beaumontca.gov**

2. Phone-in comments will be accepted by joining a conference line prior to the corresponding item of the meeting. Public comments shall not exceed three (3) minutes unless otherwise authorized by City Council. Please use the following phone number to join the call **(951) 922 - 4845.**

3. In person comments subject to the adherence of the applicable health orders and social distancing requirements.

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

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session with 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 Real Property Negotiators Pursuant to Government Code Section 54956.8: Property: APNs 418-190-006, 418-190-007; 418-140-028; 418-140-029; and Portions of 418-190-004 and 418-190-005. Agency Negotiator: City Manager Elizabeth Gibbs. Negotiating Parties are City of Beaumont as Seller and 5th Street Development, LLC as Potential Buyer. Under Negotiation are Price and Terms**
2. **Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1): In the Matter of the Appeal of Membership Determination of James J. Gregg & City of Beaumont, OAH No. 201807055.1**
3. **Public Employee Performance Evaluation pursuant to Government Code Section 54957. Title: City Manager.**
4. **Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or(3) Regarding Bid Protest Related to Westside Fire Station Project**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

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

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. **Proclamation - Purple Heart Day**
2. **Cherry Festival Association Presentation to City Council**

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

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

3. **Approval of Minutes**

Recommended Action:

Approve Minutes dated July 19, 2022.

4. **Ratification of Warrants**

Recommended Action:

Ratify Warrants dated:

June 30, 2022
July 11, 2022

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

Plot Plan No. 2019-0223 / 674215565 / Streets

Recommended Action:
Accept Security Agreement and Performance and Payment Bonds for (Project / Bond number / Improvement):

- Plot Plan No. 2019-0223 / 674215565 / Streets

6. **Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds, and Accept Maintenance Bonds**

Recommended Action:
Authorize City staff to issue a Bond Exoneration Letter for Performance and Payment Bonds and Accept Maintenance Bonds for (Project / Bond Number / Improvement / Maintenance Bond Number):

- Tract Map No. 37426 / 0216988 / Street / 0216988-M
- Tract Map No. 31462-7 / PB00535000069 / Monuments
- Tract Map No. 31462-7/ PB00535000068 / Street, Sewer, & Storm Drain / PB00535000068-M

7. **Adopt Resolution of the City Council Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls**

Recommended Action:

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls."

8. **Approve the Second Amendment of the Wastewater Treatment Plant Chemical Supply Contract with HASA, Inc.**

Recommended Action:

Approve a second amendment to the Chemical Supply Agreement with HASA, Inc., extending the duration of the contract for one year and agreeing to the adjusted rates as outlined in the amendment.

9. **Approve the Second Amendment of the Wastewater Treatment Plant Chemical Supply Contract with NorthStar Chemical**

Recommended Action:

Approve a second amendment to the Chemical Supply Agreement with NorthStar Chemical with any non-substantive changes made by the City Attorney consisting of a one-year extension of the existing contract for the supply of the listed chemicals with adjusted quarterly rates as outlined, not to exceed the Producer Price Index by Commodity for chemicals, currently running at 16%.

10. **Amendment to the Perricone Juices Pretreatment Facilities Agreement with an Extension until December 31, 2023**

Recommended Action:

Approve an amendment to the Perricone Juices Pretreatment Facilities Agreement, granting an extension to December 31, 2023, including a $3.24/HCF rate for July 1, 2022 through June 30, 2023, and a $3.41/HCF rate for the period of July 1, 2023 through December 31, 2023.

PUBLIC HEARINGS

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

11. **Public Hearing to Consider the Placement of Delinquent Sewer Service Charges on The Property Tax Roll**

Recommended Action:

Conduct a public hearing, and

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Sewage Service Fees and Charges on the Property Tax Roll."

12. **Public Hearing to Consider the Placement of Delinquent Solid Waste Handling Service Charges on The Property Tax Roll**

Recommended Action:

Conduct a public hearing, and

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Solid Waste Handling Service Charges on the Property Tax Roll.”

ACTION ITEMS

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

13. Update from Mayor Pro Tem Martinez on Delivering the Letter Regarding “Failure to Represent the Residents of Beaumont” to the County of Riverside Board of Supervisors

Recommended Action:

Receive and file.

14. Authorize Employment Contract with City Manager

Recommended Action:

Approve the employment agreement with Elizabeth Gibbs and authorize the Mayor to sign the agreement.

15. Approval of Compensation Plan and Salary Table

Recommended Action:

Approval of the Compensation Plan and Salary Table.

16. Annual Resolution Directing the Riverside County Auditor-Controller to Place the Levy of Special Taxes for the City's Community Facilities Districts on the Fiscal Year 2022-2023 County Tax Roll

Recommended Action:

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 and 2021-1 and Directing the County Auditor to Collect the Same on the Tax Rolls (93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 and 2021-1).”

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 18) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 18)”

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 14 and 14B) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 14 and 14B).”

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 9) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 9).”

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 17A) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 17A).”

17. Award a Public Works Agreement to Kemcorp Construction Inc. for Construction of Westside Fire Station CIP 2018-028

Recommended Action:

Waive all minor bid irregulates and award a public works agreement to Kemcorp Construction Inc. for construction of Westside Fire Station CIP 2018-028 in an amount not to exceed $7,475,000; and, authorize the City Manager to sign change orders up to an additional $638,500 for a total construction budget of $8,113,500.

18. Update on Veterans and First Responders Memorial Plaza Improvement Project

Recommended Action:

Receive and file the concept plans and digital renderings. Make any suggestions or remarks pertaining to the improvement plans of the Veterans and First Responders Memorial Plaza, and

Direct staff to proceed with a Request for Proposal for Professional Services of a Landscape Architect for full design of the plaza to include engineered plans and complete construction documents.

19. Banking Services Contract

Recommended Action:

Authorize the Mayor to sign the contract and authorize the City Manager to sign any associated agreements between the City and Wells Fargo to provide continuity of banking services needed to ensure timely processing of financial activities.

20. Traffic Mitigation Measures for Veile Avenue at Sixth Street

Recommended Action:

Provide staff direction on whether or not to implement recommended traffic mitigation measures.

21. Review and Discussion of Continuing or Rescinding Local Emergency Declaration Established via the Adoption of City of Beaumont Resolution No. 2020-07 Adopted on March 17, 2020

Recommended Action:

Review and discuss Resolution No. 2020-07; and

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

Direct staff to bring back Resolution No. 2020-07 at the next regular City Council meeting on August 16, 2022, for rescission in its entirety; and

Direct staff to begin notification of all elected and appointed officials of the requirement for in person meetings after August 16, 2022.

22. **Discussion on a Proposed Land Use Management Policy for Logistics, Warehouse, Distribution and Other Similar Industrial Development**

Recommended Action:

Adopt the Land Use Management Policy; or
Discuss and provide direction to staff on the draft Land Use Management policy.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE
Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT
Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

23. **Park Projects at a Glance**

FUTURE AGENDA ITEMS

COUNCIL REPORTS

- **Lara**
- **Santos**
- **Fenn**
- **Martinez**
- **White**

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, August 16, 2022, at 5:00 p.m., unless otherwise posted.

Proclamation

Military Purple Heart Day

WHEREAS, the City of Beaumont recognizes Purple Heart Day as it is observed on August 7 of each year; and

WHEREAS, the Purple Heart medal is the oldest decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, it is a time for Americans to pause, remember, and honor the brave men and women who were either wounded on the battlefield or paid the ultimate sacrifice with their lives; and

WHEREAS, the City of Beaumont continues to show this recognition each year by reaffirming Resolution 2018-41 which recognizes Purple Heart Medal recipients; and

WHEREAS, the Civic Center has a designated parking stall specifically for Purple Heart Medal recipients; and

WHEREAS, the appropriate special recognition is provided for veterans who are recipients of the Purple Heart and have been wounded in combat; and

WHEREAS, this recognition is a small gesture of appreciation for those men and women in the Armed Forces; and

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF BEAUMONT HEREBY PROCLAIMS THE RECOGNITION OF PURPLE HEART DAY 2022.

ATTEST:

_____ _____

Mayor City Clerk

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, July 19, 2022
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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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 with be made in the City Council Chambers.

CALL TO ORDER at 5:00 p.m.

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

Public Comments Regarding Closed Session

None

1. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives Interim City Manager Elizabeth Gibbs and Administrative Services Director Kari Mendoza. Employee Organizations: SEIU

   Motion by White
   Second by Santos

   To approve a MOU between SEIU and the City for the General Unit Employees

   Approved by a unanimous vote.

2. Public Employee Appointment/Employment Pursuant To Government Code Section 54957 Title: City Manager

   Motion by Mayor White
   Second by Council Member Fenn

To appoint Elizabeth Gibbs as City Manager.

Approved by a unanimous vote.

3. Conference with Labor Negotiator Pursuant to Government Code Section 54957.6. Agency Designated Representative: Mayor Lloyd White

   No discussion.

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:15 p.m.

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

Report out from Closed Session: ***see above***
Action on any Closed Session Items: ***see above***
Action of any Requests for Excused Absence: **None**
Pledge of Allegiance
Adjustments to the Agenda: **None**
Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

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

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

D. Rose - *Owners of Marla's gave an update of their business and its current status regarding the fire damages sustained.*

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

3. Approval of Minutes

   Recommended Action:

   Approve Minutes dated June 21, 2022.

4. Ratification of Warrants

   Recommended Action:

   Ratify Warrants dated:

June 13, 2022
June 24, 2022

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

Recommended Action:

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

6. Canine Inspection Services Agreement 2022/23

Recommended Action:

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

7. Final Approval of Parcel Map No. 38090

Recommended Action:

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

8. Beaumont Unified School District Fingerprinting Agreement

Recommended Action:

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

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

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of July 19, 2022, through August 16, 2022, Pursuant to Provisions of the Ralph M. Brown Act."

Motion by Council Member Fenn
Second by Council Member Santos

To approve items 3-8 and item 10.

Approved by a unanimous vote.

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

   Motion by Mayor Pro Tem Martinez
   Second by Council Member Lara

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

   Approved by a 4-1 vote
   Ayes: Lara, Santos, Fenn, Martinez
   Noes: White

ACTION ITEMS

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

11. July 4, 2022, Fireworks Enforcement

    Consensus to receive and file.

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

    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, California, Approving the Closing of a Purchase and Sale Agreement for Certain Land Exempt from the Surplus Land Act."

    Approved by a unanimous vote.

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

    Motion by Mayor White
    Second by Council Member Santos

    To continue this item to the Closed Session of the next City Council Meeting.

    Approved by a unanimous vote.

Items 14, 15 and 16 were discussed and taken as one motion

14. Agreement with Union Pacific Railroad for Construction of New Signals and an Expanded Railroad Crossing on Pennsylvania Avenue in an Amount Not to Exceed $1,069,018; and Future Annual Maintenance Fees in the Amount of $21,550 Per Year
15. Third Amendment to the Professional Services Agreement with Kimley Horn for the Pennsylvania Avenue Widening Project, in an Amount Not to Exceed $131,615
16. Second Amendment to the Professional Services Agreement with IDC Consulting Engineers, Inc. for the Pennsylvania Grade Separation Project, in an Amount Not to Exceed $1,294,849

    Motion by Mayor White
    Second by Council Member Lara

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

    and

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

    and

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

    Approved by a unanimous vote.

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

    Motion by Mayor Pro Tem Martinez
    Second by Council Member Lara

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

    Approved by a unanimous vote.

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

    Motion by Mayor White
    Second by Council Member Santos

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

    Approved by a unanimous vote.

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

    Motion by Mayor White
    Second Council Member Fenn

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

    Approved by a unanimous vote.

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

    City Attorney John Pinkney recused himself on this item.

    Motion by Mayor Pro Tem Partinez
    Second by Council Member Lara

    To approve invoices in the amount of $81,355.64.

    Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE
The next meeting will be held on August 10th.

CITY TREASURER REPORT
The next meeting will be held August 8th.

CITY CLERK REPORT
No report.

CITY ATTORNEY REPORT
No report.

CITY MANAGER REPORT

21. Transportation Projects at a Glance
22. Department Project Schedule Updates - June 2022

FUTURE AGENDA ITEMS
- City Staff First Aid and Safety Discussion
- Summer Concert Series Discussion

COUNCIL REPORTS
Lara - *Attended a ribbon cutting for Little Wishes, Big Hearts, thanked staff for the success of Rangel Park renovations.*
Santos - *Thanked staff for the success of the 4th of July event, and attended a League of Ca Cities event.*
Fenn - *Gave a report out from the TNOW meeting.*
Martinez - *Gave a report out from meetings with BCVWD and SGPWA (water agencies).*
White - *Gave a report out from RCTC, and congratulated Elizabeth Gibbs on her appointment as City Manager.*

ADJOURNMENT at 8:12 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, August 2, 2022, at 5:00 p.m., unless otherwise posted.

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, June 30, 2022

Printed Checks	111180-111185	$	81,691.31	FY21/22
ACH	610	$	968,191.66	
NvoicePay	APA001550-APA001622	$	1,777,678.86	
	A/P Total	$	2,827,561.83	
Wires	Wilmington Trust	$	12,787.59	CFD Prepayment
	Wilmington Trust	$	25,323.84	CFD Prepayment
Bank Drafts	CalPERS	$	50,896.58	743 Classic
		$	47,489.07	742 Classic
		$	21,683.53	27308 PEPRA
		$	21,276.81	25763 PEPRA
		$	1,602.70	1959 Survivor Billing
		$	1,104.50	1959 Survivor Billing
	Guardian	$	25,159.86	Jun-22

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

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 06/25/2022 - 07/01/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP PY VEND-AP PAYROLL VENDOR - AP PAYABLES						
1599	GUARDIAN LIFE INSURANCE	06/30/2022	Bank Draft	0.00	8,152.11	DFT0003796

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000917	Invoice	06/03/2022	GUARDIAN	0.00	8,152.11
	100-0000-2040-0000	GUARDIAN VOLUNTARY LI	VOLUNTARY LIFE INSURANCE	569.48	
	100-0000-2200-0000	HEALTH INSURANCE	VISION INSURANCE	756.53	
	100-0000-2200-0000	HEALTH INSURANCE	DENTAL INSURANCE	6,826.10	

1599	GUARDIAN LIFE INSURANCE	06/30/2022	Bank Draft	0.00	11,554.99	DFT0003819

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0000950	Invoice	06/17/2022	BASIC TERM LIFE		0.00	11,554.99	
	100-0000-2040-0000		GUARDIAN VOLUNTARY LI	VOLUNTARY LIFE INSURANCE		569.48	
	100-0000-2200-0000		HEALTH INSURANCE	VISION INSURANCE		746.77	
	100-0000-2200-0000		HEALTH INSURANCE	DENTAL INSURANCE		6,825.91	
	100-1150-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		20.66	
	100-1150-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		3.10	
	100-1200-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		15.50	
	100-1200-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		91.36	
	100-1225-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		130.75	
	100-1225-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		18.60	
	100-1230-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		32.97	
	100-1230-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		6.20	
	100-1240-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		50.42	
	100-1240-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		8.54	
	100-1350-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		51.17	
	100-1350-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		6.20	
	100-1550-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		62.40	
	100-1550-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		10.86	
	100-2000-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		6.20	
	100-2000-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		34.74	
	100-2030-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		28.65	
	100-2030-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		6.20	
	100-2050-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		1,193.04	
	100-2050-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		155.00	
	100-2090-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		43.40	
	100-2090-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		202.24	
	100-2150-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		12.40	
	100-2150-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		61.14	
	100-3100-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		21.72	
	100-3100-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		140.54	
	100-3250-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		15.50	
	100-3250-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		71.84	
	100-6050-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		231.98	
	100-6050-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		55.48	
	700-4050-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		46.48	
	700-4050-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		277.57	
	750-7000-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		17.30	
	750-7000-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		2.32	
	750-7100-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		1.56	
	750-7100-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		11.94	
	750-7300-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		15.50	
	750-7300-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		73.75	
	750-7400-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		12.87	
	750-7400-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		54.86	
	750-7600-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		8.23	
	750-7600-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		33.97	
	750-7800-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		9.81	
	750-7800-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		3.00	
	750-7900-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		15.09	
	750-7900-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		3.57	
	750-8000-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		1.72	
	750-8000-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		0.57	
	750-8300-6018-0000		OTHER COMPENSATION	SHORT TERM DISABILITY		26.98	
	750-8300-6018-0000		OTHER COMPENSATION	BASIC TERM LIFE		6.94	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number

Bank Code AP PY VEND 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	2	2	0.00	19,707.10
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	2	**2**	**0.00**	**19,707.10**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2163	COUNTY OF RIVERSIDE FIRE DEPARTMENT	07/01/2022	EFT	0.00	968,191.66	610
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
234772	Invoice	06/30/2022	FIRE PROTECTION SERVICES	0.00	968,191.66	
	100-2100-7068-0000	CONTRACTUAL SERVICES	FIRE PROTECTION SERVICES	968,191.66		
1109	BANK OF HEMET	06/30/2022	Regular	0.00	7,640.22	111180
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1280837350 05/2	Invoice	06/30/2022	Batwing/Lawnmower FY 22	0.00	7,640.22	
	100-6050-8040-0000	EQUIPMENT	Batwing/Lawnmower FY 22	7,640.22		
1579	GOSCH	07/01/2022	Regular	0.00	49,798.18	111181
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
5TDBSKFC9NS05	Invoice	06/30/2022	Purchase of Toyota Sienna Van	0.00	49,798.18	
	100-2050-8070-0000	Vehicle ISF	Purchase of Toyota Sienna Van	49,078.43		
	100-2050-8070-0000	Vehicle ISF	Transfer and tire Fees	8.75		
	100-2050-8070-0000	Vehicle ISF	DOC Fees	85.00		
	100-2050-8070-0000	Vehicle ISF	License Fees	626.00		
4582	SARA RETMIER	07/01/2022	Regular	0.00	220.00	111182
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
RCT R01248421	Invoice	06/30/2022	REFUND FOR SOCCER CAMP	0.00	220.00	
	100-1550-7040-0000	RECREATION PROGRAMS	REFUND FOR SOCCER CAMP	220.00		
2311	SOUTHERN CALIFORNIA EDISON	07/01/2022	Regular	0.00	16,160.11	111183
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
06/30/22	Invoice	06/30/2022	ELECTRIC UTILITY	0.00	16,160.11	
	100-3250-7010-0000	UTILITIES	ELECTRIC UTILITY	869.52		
	100-3250-7010-004X	UTILITIES (IA 4)	ELECTRIC UTILITY	99.41		
	100-3250-7010-008A	UTILITIES (IA 8A)	ELECTRIC UTILITY	33.48		
	100-3250-7010-014A	UTILITIES (IA 14A)	ELECTRIC UTILITY	23.33		
	100-3250-7010-014X	UTILITIES (IA 14)	ELECTRIC UTILITY	55.78		
	100-3250-7010-018X	UTILITIES (IA 18)	ELECTRIC UTILITY	81.82		
	100-3250-7010-019C	UTILITIES (IA 19C)	ELECTRIC UTILITY	87.87		
	100-3250-7010-06A1	UTILITIES (IA 6A1)	ELECTRIC UTILITY	110.05		
	100-6000-7010-6025	UTILITIES - CITY HALL	ELECTRIC UTILITY	5,312.21		
	100-6000-7010-6031	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY	1,768.87		
	100-6000-7010-6032	UTILITIES - CITY HALL BLD	ELECTRIC UTILITY	1,768.87		
	100-6000-7010-6040	UTILITIES - POLICE DEPT	ELECTRIC UTILITY	4,734.20		
	100-6000-7010-6055	UTILITIES - FIRE STATION	ELECTRIC UTILITY	742.34		
	100-6050-7010-0000	UTILITIES	ELECTRIC UTILITY	83.31		
	100-6050-7010-002X	UTILITIES IA 2	ELECTRIC UTILITY	117.68		
	100-6050-7010-008C	UTILITIES IA 8C	ELECTRIC UTILITY	7.19		
	100-6050-7010-008E	UTILITIES IA 8E	ELECTRIC UTILITY	2.32		
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY	218.36		
	100-6050-7010-5800	UTILITIES - MICKELSON P	ELECTRIC UTILITY	43.50		
2311	SOUTHERN CALIFORNIA EDISON	07/01/2022	Regular	0.00	272.80	111184
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
7590435669	Invoice	06/30/2022	NEW METER SERVICE FOR RANGEL PARK	0.00	272.80	
	100-6050-7010-5250	UTILITIES, PARK (RANGEL)	NEW METER SERVICE FOR RAN	272.80		
2651	TSR CONSTRUCTION AND INSPECTION	07/01/2022	Regular	0.00	7,600.00	111185

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Payment Date / Discount Amount / Payable Amount / Distribution Amount	Payment Type	Payment Amount	Number
#1/FINAL 2	Invoice	06/30/2022	CONCRETE AT RANGEL PARK		0.00		7,600.00	
	500-0000-8990-0000		CAPITAL OUTLAY	CONCRETE AT RANGEL PARK	7,600.00			
1006	AB LANDSCAPE				07/01/2022	Virtual Payment	8,251.50	APA001550
					0.00			
5042036 06/07/2	Invoice	06/30/2022	WEED ABATEMENT		0.00		8,251.50	
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	8,251.50			
3295	ADAM HALL				07/01/2022	Virtual Payment	3,980.50	APA001551
					0.00			
011416	Invoice	06/30/2022	DEPT SUPPLIES		0.00		3,451.18	
	100-6050-7070-008A		SPEC DEPT EXP - IA 8A	DEPT SUPPLIES	3,451.18			
011752	Invoice	06/30/2022	DEPT SUPPLIES		0.00		529.32	
	100-6050-7070-5250		SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	529.32			
3849	AKEL ENGINEERING GROUP, INC				07/01/2022	Virtual Payment	10,007.50	APA001552
					0.00			
22816-01	Invoice	06/30/2022	ENGINEERING SERVICES		0.00		10,007.50	
	100-0000-2525-0000		HELD ON DEPOSIT-PUBLI	ENGINEERING SERVICES	10,007.50			
4467	ALL AMERICAN ASPHALT				07/01/2022	Virtual Payment	1,429,481.05	APA001553
					0.00			
198164	Invoice	06/30/2022	ANNUAL CITYWIDE STEET REHAB & MAIN		0.00		919,074.76	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO	ANNUAL CITYWIDE STEET REHA	47,176.52			
	500-0000-8030-0000		INFRASTRUCTURE IMPRO	ANNUAL CITYWIDE STEET REHA	225,870.00			
	500-0000-8030-0000		INFRASTRUCTURE IMPRO	ANNUAL CITYWIDE STEET REHA	646,028.24			
198165	Invoice	06/30/2022	ANNUAL CITYWIDE STEET REHAB & MAIN		0.00		423,573.82	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO	ANNUAL CITYWIDE STEET REHA	423,573.82			
198166	Invoice	06/30/2022	ANNUAL CITYWIDE STEET REHAB & MAIN		0.00		72,354.47	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO	ANNUAL CITYWIDE STEET REHA	72,354.47			
198167	Invoice	06/30/2022	Stop Signs & Curb		0.00		14,478.00	
	100-1200-7900-0000		CONTINGENCY	Stop Signs & Curb	14,478.00			
1042	ALL PURPOSE RENTALS				07/01/2022	Virtual Payment	994.75	APA001554
					0.00			
48783	Invoice	06/30/2022	DEPT SUPPLIES		0.00		72.60	
	100-6050-7070-5250		SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	72.60			
48796	Invoice	06/30/2022	DEPT SUPPLIES		0.00		306.90	
	100-6050-7070-5250		SPEC DEPT EXP - RANGEL	DEPT SUPPLISE	306.90			
48888	Invoice	06/30/2022	DEPT SUPPLIES		0.00		72.60	
	100-6050-7070-5250		SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	72.60			
48952	Invoice	06/30/2022	DEPT SUPPLIES		0.00		289.65	
	100-6050-7070-5250		SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	289.65			
49044	Invoice	06/30/2022	EQUIPMENT RENTAL		0.00		253.00	
	100-6050-7075-5250		EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	253.00			
1050	AMAZON CAPITAL SERVICES				07/01/2022	Virtual Payment	3,206.68	APA001555
					0.00			
14PL-7QLG-3XVR	Invoice	06/30/2022	COMPUTER SUPPLIES		0.00		24.29	
	100-1230-7072-0000		COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES	24.29			

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14TP-RTVC-3RQ3	Invoice	06/30/2022	COMPUTER SUPPLIES	0.00	96.87	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		96.87	
1DCN-9WQR-F9X	Invoice	06/30/2022	DEPT SUPPLIES	0.00	74.80	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		74.80	
1DQ4-VXHY-C4R	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	62.05	
	100-3100-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		62.05	
1MR9-6NV3-1W7	Invoice	06/30/2022	COMPUTER SUPPLIES	0.00	90.35	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		90.35	
1NPX-L3VF-3NGH	Invoice	06/30/2022	DEPT SUPPLIES	0.00	1,486.70	
	100-6050-7070-5150	SPEC DEPT EXP - MOUNT	DEPT SUPPLIES		1,486.70	
1PJX-6Y39-6JFN	Invoice	06/30/2022	COMPUTER SUPPLIES	0.00	87.38	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		87.38	
1PPR-4VT9-3WXL	Invoice	06/30/2022	COMPUTER SUPPLIES	0.00	115.46	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		115.46	
1Q9J-CR7R-7YNK	Invoice	06/30/2022	COMPUTER SUPPLIES	0.00	571.04	
	210-0000-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		571.04	
1VVD-J4DM-F7Y9	Invoice	06/30/2022	DEPT SUPPLIES	0.00	235.13	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		235.13	
1WPC-P91Q-4JV	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	49.11	
	100-1225-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		49.11	
1YRX-GDMH-YV	Invoice	06/30/2022	DEPT SUPPLIES	0.00	313.50	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		313.50	
1080	ARAMARK	07/01/2022	Virtual Payment	0.00	855.12	APA001556
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
12406493	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	350.04	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		350.04	
12494460	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	115.56	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		115.56	
12537390	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	389.52	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		389.52	
3967	ARCHITERRA INC	07/01/2022	Virtual Payment	0.00	1,507.50	APA001557
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
29666	Invoice	06/30/2022	Veterans Memorial Design Services	0.00	1,507.50	
	100-1200-7900-0000	CONTINGENCY	Veterans Memorial Design Servi		1,507.50	
2618	AT&T MOBILITY	07/01/2022	Virtual Payment	0.00	885.28	APA001558
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
287302055450X0	Invoice	06/30/2022	PHONE UTILITY	0.00	885.28	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		885.28	
1125	BEAUMONT CHAMBER	07/01/2022	Virtual Payment	0.00	40.00	APA001559
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
10268	Invoice	06/30/2022	JUNE 16, 2022 SPEAKEASY - WHITE AND T	0.00	40.00	
	100-1050-7035-0000	LOCAL MEETINGS	JUNE 16, 2022 SPEAKEASY - WHI		20.00	
	100-1350-7035-0000	LOCAL MEETINGS	JUNE 16, 2022 SPEAKEASY - TAY		20.00	
1160	BIG TIME DESIGN	07/01/2022	Virtual Payment	0.00	438.54	APA001560

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7477	Invoice	06/30/2022	EMPLOYEE UNIFORMS	0.00	438.54	
	100-1550-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS	438.54		
3215	BURGESON'S HEATING & AIR CONDITIONING, I	07/01/2022	Virtual Payment	0.00	1,250.00	APA001561
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1323220	Invoice	06/30/2022	BUILDING MAINTENANCE	0.00	1,250.00	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE	1,250.00		
1196	CALIFORNIA BUILDING OFFICIALS	07/01/2022	Virtual Payment	0.00	2,375.00	APA001562
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
14958	Invoice	06/30/2022	CLASS I DUES - SARA RETMIER	0.00	295.00	
	100-2150-7030-0000	DUES & SUBSCRIPTIONS	CLASS I DUES - SARA RETMIER	295.00		
15337	Invoice	06/30/2022	EMPLOYEE TRAINING	0.00	2,080.00	
	100-2150-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	2,080.00		
1242	CED	07/01/2022	Virtual Payment	0.00	1,495.34	APA001563
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0954-1012596	Invoice	06/30/2022	DEPT SUPPLIES	0.00	377.13	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES	377.13		
0954-1012607	Invoice	06/30/2022	DEPT SUPPLIES	0.00	586.16	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES	586.16		
0954-1012630	Invoice	06/30/2022	DEPT SUPPLIES	0.00	21.55	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	21.55		
0954-1012633	Invoice	06/30/2022	DEPT SUPPLIES	0.00	402.99	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES	402.99		
0954-1012645	Invoice	06/30/2022	DEPT SUPPLIES	0.00	19.41	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	19.41		
0954-1012668	Invoice	06/30/2022	DEPT SUPPLIES	0.00	48.23	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	48.23		
0954-1012763	Invoice	06/30/2022	DEPT SUPPLIES	0.00	39.87	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	39.87		
3503	CITIZENS BUSINESS BANK	07/01/2022	Virtual Payment	0.00	5,559.20	APA001564
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
APPLICATION 37	Invoice	06/30/2022	W LYLES RETENTION ESCROW	0.00	5,559.20	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	W LYLES RETENTION ESCROW	5,559.20		
3393	CLAREMONT ENVIRONMENTAL DESIGN GROUI	07/01/2022	Virtual Payment	0.00	4,900.00	APA001565
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
180701-11R	Invoice	06/30/2022	DESIGN OF THE POTRERO FIRE STATION	0.00	4,900.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	DESIGN OF THE POTRERO FIRE S	4,900.00		
1296	CLARK'S TOWING	07/01/2022	Virtual Payment	0.00	200.00	APA001566
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S7650	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	200.00	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	200.00		
4209	COMMERCIAL CLEANING SOLUTIONS INC	07/01/2022	Virtual Payment	0.00	16,415.00	APA001567

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
38817	Invoice	06/30/2022	Janitorial service for city buildings	0.00	16,415.00	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	Janitorial service for city buildin	12,397.43		
	100-6000-7085-6026	BLDG MAINT- CITY HALL B	Janitorial service for city buildin	1,005.42		
	100-6000-7085-6032	BLDG MAINT- CITY HALL B	Janitorial service for city buildin	543.75		
	100-6000-7085-6060	BLDG MAINT- 713 W 4TH	Janitorial service for city buildin	174.41		
	700-4050-7068-0000	CONTRACTUAL SERVICES	Janitorial service for city buildin	1,005.42		
	750-7000-7085-0000	BUILDING SUPPLIES/MAI	Janitorial service for city buildin	1,021.83		
	750-7300-7085-0000	BUILDING SUPPLIES/MAI	Janitorial service for city buildin	266.74		
1334	COUTS HEATING & COOLING, INC	07/01/2022	Virtual Payment	0.00	1,859.16	APA001568
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12460586	Invoice	06/30/2022	BUILDING MAINTENANCE	0.00	1,859.16	
	100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE	1,859.16		
3601	CRAFCO, INC	07/01/2022	Virtual Payment	0.00	3,442.62	APA001569
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9402690575	Invoice	06/30/2022	DEPT SUPPLIES	0.00	3,442.62	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	3,442.62		
3905	DANIEL GARCIA MONTOYA	07/01/2022	Virtual Payment	0.00	109.75	APA001570
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0399	Invoice	06/30/2022	EQUIPMENT MAINTENANCE	0.00	109.75	
	100-6050-7090-0000	EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE	109.75		
1408	DEPARTMENT OF TRANSPORTATION	07/01/2022	Virtual Payment	0.00	2,572.09	APA001571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SL221019	Invoice	06/30/2022	SIGNALS & LIGHTING BILLING	0.00	2,572.09	
	100-3250-7010-0000	UTILITIES	SIGNALS & LIGHTING BILLING	2,572.09		
2937	DIAMOND ENVIRONMENTAL SERVICES LP	07/01/2022	Virtual Payment	0.00	164.30	APA001572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0004014482	Invoice	06/30/2022	DEPT SUPPLIES	0.00	164.30	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	164.30		
3918	ERICKA ELA	07/01/2022	Virtual Payment	0.00	40.00	APA001573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01246545	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
1509	FEDEX	07/01/2022	Virtual Payment	0.00	22.68	APA001574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7-784-60761	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	22.68	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	22.68		
3874	GENERAC POWER SYSTEMS INC	07/01/2022	Virtual Payment	0.00	2,098.38	APA001575
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
29352-1	Invoice	06/30/2022	Generator Maintenance	0.00	763.03	
	100-6000-7090-6040	EQUIP SUPPLIES/MAINT-P	Generator Maintenance	763.03		
29483-1	Invoice	06/30/2022	Generator Maintenance	0.00	1,335.35	

Item 4.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6000-7090-6055 EQUIP SUPPLIES/MAINT -		Generator Maintenance		1,335.35	
1577	GOPHER PATROL	07/01/2022	Virtual Payment	0.00	2,500.00	APA001576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
9444384	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	1,250.00	
	100-6050-7068-5600	CONTRACT SVC - TREVIN	PROFESSIONAL SERVICES		1,250.00	
9444391	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	1,250.00	
	100-6050-7068-5200	CONTRACTUAL SVC, PARK	SOFTWARE		1,250.00	
1579	GOSCH	07/01/2022	Virtual Payment	0.00	221.00	APA001577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
1096577	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	221.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		221.00	
1579	GOSCH	07/01/2022	Virtual Payment	0.00	5,219.62	APA001578
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
1088746	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	5,219.62	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5,219.62	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	07/01/2022	Virtual Payment	0.00	175.00	APA001579
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
7560	Invoice	06/30/2022	HIRING COSTS	0.00	175.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS		175.00	
1624	HIGH TECH IRRIGATION,INC.	07/01/2022	Virtual Payment	0.00	2,681.68	APA001580
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
719399	Invoice	06/30/2022	DEPT SUPPLIES	0.00	2,681.68	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		2,681.68	
1638	HOWARD'S	07/01/2022	Virtual Payment	0.00	11,794.00	APA001581
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
2302	Invoice	06/30/2022	WEED ABATEMENT	0.00	339.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		339.00	
2312	Invoice	06/30/2022	WEED ABATEMENT	0.00	248.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		248.00	
2390	Invoice	06/30/2022	WEED ABATEMENT	0.00	178.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		178.00	
2407	Invoice	06/30/2022	WEED ABATEMENT	0.00	388.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		388.00	
2575	Invoice	06/30/2022	WEED ABATEMENT	0.00	339.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		339.00	
2648	Invoice	06/30/2022	WEED ABATEMENT	0.00	3,319.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		3,319.00	
2649	Invoice	06/30/2022	WEED ABATEMENT	0.00	1,137.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		1,137.00	
2650	Invoice	06/30/2022	WEED ABATEMENT	0.00	1,009.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		1,009.00	
2651	Invoice	06/30/2022	WEED ABATEMENT	0.00	4,837.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		4,837.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	07/01/2022	Virtual Payment	0.00	358.40	APA001582

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
34594	Invoice	06/30/2022	Huntington Transcription Servcies for FY 2	0.00	358.40	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servci	358.40		
2589	IDC CONSULTING ENGINEERS, INC	07/01/2022	Virtual Payment	0.00	27,430.00	APA001583
215-20-10-1-R1	Invoice	06/30/2022	PENN AVE WIDENING PROJECT MGMT &	0.00	4,615.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENN AVE WIDENING PROJECT	4,615.00		
215-20-10-1-R1 2	Invoice	06/30/2022	PENN INTERCHANGE PROJECT MANAGEM	0.00	4,615.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENN INTERCHANGE PROJECT	4,615.00		
215-20-10-1-R2	Invoice	06/30/2022	PENN AVE WIDENING PROJECT MGMT &	0.00	4,680.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENN AVE WIDENING PROJECT	4,680.00		
215-20-10-1-R2 2	Invoice	06/30/2022	PENN INTERCHANGE PROJECT MANAGEM	0.00	4,680.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENN INTERCHANGE PROJECT	4,680.00		
215-20-10-1-R3	Invoice	06/30/2022	PENN AVE WIDENING PROJECT MGMT &	0.00	4,420.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENN AVE WIDENING PROJECT	4,420.00		
215-20-10-1-R3 2	Invoice	06/30/2022	PENN INTERCHANGE PROJECT MANAGEM	0.00	4,420.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PENN INTERCHANGE PROJECT	4,420.00		
1679	INTERWEST CONSULTING GRP, INC.	07/01/2022	Virtual Payment	0.00	833.33	APA001584
79082	Invoice	06/30/2022	SOFTWARE	0.00	833.33	
	100-1230-7071-0000	SOFTWARE	SOFTWARE	833.33		
1704	JAYTOWN INDUSTRIES, INC.	07/01/2022	Virtual Payment	0.00	458.64	APA001585
4725	Invoice	06/30/2022	VEHICLE WRAPS	0.00	269.73	
	100-3250-8060-0000	VEHICLES	VEHICLE WRAPS	269.73		
4838	Invoice	06/30/2022	VEHICLE WRAP	0.00	188.91	
	100-3250-8060-0000	VEHICLES	VEHICLE WRAP	188.91		
1857	LIEBERT CASSIDY WHITMORE	07/01/2022	Virtual Payment	0.00	9,642.00	APA001586
219242	Invoice	06/30/2022	SEIU SALARY GRIEVANCE	0.00	9,642.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	SEIU SALARY GRIEVANCE	9,642.00		
4290	LISA WISE CONSULTING, INC	07/01/2022	Virtual Payment	0.00	4,033.25	APA001587
4255	Invoice	06/30/2022	Housing Element Update	0.00	4,033.25	
	215-0000-7068-0000	CONTRACTUAL SERVICES	Housing Element Update	960.22		
	215-0000-7068-0000	CONTRACTUAL SERVICES	Housing Element Update	3,073.03		
4396	LPA INC	07/01/2022	Virtual Payment	0.00	7,247.69	APA001588
102692	Invoice	06/30/2022	PD FEASIBILITY STUDY	0.00	7,247.69	
	500-0000-7068-0000	CONTRACTUAL SERVICE	PD FEASIBILITY STUDY	7,247.69		
1901	MANNING & KASS, ELLROD, RAMIREZ	07/01/2022	Virtual Payment	0.00	161.00	APA001589

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
742209	Invoice	06/30/2022	LEGAL SERVICES		0.00	161.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES	LEGAL SERVICES		161.00	
1916	MARK THOMAS & COMPANY, INC		07/01/2022	Virtual Payment	0.00	3,613.50	APA001590
43927	Invoice	06/30/2022	REVISED TRAFFIC ANALYSIS FOR POTRERO		0.00	3,613.50	
	500-0000-7068-0000		CONTRACTUAL SERVICE	REVISED TRAFFIC ANALYSIS FOR		3,613.50	
2892	MOFFATT & NICHOL		07/01/2022	Virtual Payment	0.00	5,381.00	APA001591
00769558	Invoice	06/30/2022	ENVIROMENTAL DOC SERVICES FOR PENN		0.00	2,628.00	
	500-0000-7068-0000		CONTRACTUAL SERVICE	CONSULTING SERVICES		2,628.00	
00769559	Invoice	06/30/2022	ENVIROMENTAL DOC SERVICES FOR PENN		0.00	2,753.00	
	500-0000-7068-0000		CONTRACTUAL SERVICE	CONSULTING SERVICES		2,753.00	
1984	NAPA AUTO PARTS		07/01/2022	Virtual Payment	0.00	144.03	APA001592
179327	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	42.01	
	100-3250-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		42.01	
179386	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	35.15	
	100-3250-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		35.15	
179451	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	30.41	
	100-3250-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		30.41	
180607	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	6.31	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		6.31	
181046	Invoice	06/30/2022	FUEL EXPENSE		0.00	16.15	
	100-3100-7050-0000		FUEL	FUEL EXPENSE		16.15	
181392	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	14.00	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		14.00	
2009	O'REILLY AUTO PARTS		07/01/2022	Virtual Payment	0.00	321.18	APA001593
2678-434631	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	145.41	
	100-3250-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		145.41	
2678-437534	Credit Memo	06/30/2022	VEHICLE MAINTENANCE		0.00	-19.15	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-19.15	
2678-439417	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	5.38	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.38	
2678-440306	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	48.36	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		48.36	
2678-440875	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	112.80	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		112.80	
2678-442085	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	28.38	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		28.38	
2871	PARTS AUTHORITY METRO LLC		07/01/2022	Virtual Payment	0.00	156.13	APA001594
074-214059	Invoice	06/30/2022	VEHICLE MAINTENANCE		0.00	156.13	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		156.13	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2064	PITNEY BOWES GLOBAL FINANCIAL SERVICES LI	07/01/2022	Virtual Payment	0.00	513.52	APA001595

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
3105570394	Invoice	06/30/2022	EQUIPMENT RENTAL	0.00	513.52
	100-1230-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	513.52	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3642	PLACEWORKS, INC	07/01/2022	Virtual Payment	0.00	600.00	APA001596

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
78654	Invoice	06/30/2022	Potrero Logistics PP2020-0273	0.00	600.00
	100-1350-7068-0000	CONTRACTUAL SERVICES	Potrero Logistics PP2020-0273	600.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3652	PRUDENTIAL OVERALL SUPPLY	07/01/2022	Virtual Payment	0.00	1,172.20	APA001597

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
23302562	Invoice	06/30/2022	Streets - Prudential Uniforms	0.00	58.31
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	58.31	
23324709	Invoice	06/30/2022	Streets - Prudential Uniforms	0.00	71.11
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	71.11	
23328238	Invoice	06/30/2022	Streets - Prudential Uniforms	0.00	71.11
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	71.11	
23331466	Invoice	06/30/2022	Streets - Prudential Uniforms	0.00	71.11
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	71.11	
23331493	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	95.44
	100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning	95.44	
23334649	Invoice	06/30/2022	UNIFORM MAINTENANCE	0.00	128.63
	750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	16.54	
	750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	33.29	
	750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	28.83	
	750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	16.83	
	750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	11.59	
	750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	21.55	
23334650	Invoice	06/30/2022	Streets - Prudential Uniforms	0.00	71.11
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	71.11	
23334683	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	95.44
	100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning	95.44	
23338241	Invoice	06/30/2022	UNIFORM MAINTENANCE	0.00	130.37
	750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	16.88	
	750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	33.67	
	750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	29.17	
	750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	17.17	
	750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	11.59	
	750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	21.89	
23338265	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	95.44
	100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning	95.44	
23341428	Invoice	06/30/2022	UNIFORM MAINTENANCE	0.00	135.64
	750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	17.16	
	750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	33.91	
	750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	29.45	
	750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	17.45	
	750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	11.59	
	750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	26.08	
23341437	Invoice	06/30/2022	UNIFORM MAINTENANCE	0.00	53.05
	750-7300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE	53.05	
23341441	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	95.44
	100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning	95.44	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2098	QUILL CORPORATON	07/01/2022	Virtual Payment	0.00	1,351.65	APA001598

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
20607825	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	86.09
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	86.09	
20703022	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	296.96
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	296.96	
20737503	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	148.48
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	148.48	
20771092	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	134.67
	750-7300-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	134.67	
22499460	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	133.50
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	133.50	
22981724	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	437.75
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	437.75	
22982013	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	78.65
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	78.65	
23044780	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	35.55
	750-7000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	35.55	

3421	REDLANDS-YUCAIPA RENTALS, INC.	07/01/2022	Virtual Payment	0.00	184.25	APA001599

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
407441	Invoice	06/30/2022	EQUIPMENT RENTAL	0.00	184.25
	100-3250-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	184.25	

2135	RESOURCE BUILDING MATERIALS	07/01/2022	Virtual Payment	0.00	215.39	APA001600

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
3371597	Invoice	06/30/2022	DEPT SUPPLIES	0.00	215.39
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	215.39	

3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	07/01/2022	Virtual Payment	0.00	235.97	APA001601

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
202205000169	Invoice	06/30/2022	DEPT SUPPLIES	0.00	235.97
	100-6050-7070-008A	SPEC DEPT EXP - IA 8A	DEPT SUPPLIES	14.75	
	100-6050-7070-014A	SPEC DEPT EXP - IA 14A	DEPT SUPPLIES	11.18	
	100-6050-7070-5000	SPEC DEPT EXP - THREE RI	DEPT SUPPLIES	11.18	
	100-6050-7070-5050	SPEC DEPT EXP - DEFORG	DEPT SUPPLIES	11.17	
	100-6050-7070-5100	SPEC DEPT EXP - FALLEN	DEPT SUPPLIES	11.17	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	113.20	
	100-6050-7070-5600	SPEC DEPT EXP - TREVINO	DEPT SUPPLIES	63.32	

4437	RUSSELL ALEXANDER REASNER	07/01/2022	Virtual Payment	0.00	1,100.00	APA001602

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
156125-000020	Invoice	06/30/2022	ADVERTISING COSTS	0.00	1,100.00
	100-2050-7020-0000	ADVERTISING	ADVERTISING COSTS	1,100.00	

1113	RYAN M. WESTBROOK INC	07/01/2022	Virtual Payment	0.00	160.00	APA001603

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
772863	Invoice	06/30/2022	ANIMAL CARE SERVICES	0.00	160.00
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES	160.00	

4421	SGH ARCHITECTS	07/01/2022	Virtual Payment	0.00	19,110.00	APA001604

Check Report **Date Range: 06/25/20 022**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2864	Invoice	06/30/2022	ISFB-04 CITY HALL HVAC - ARCHITECTURA	0.00	1,260.00	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-04 CITY HALL HVAC - ARCHI	1,260.00		
2865	Invoice	06/30/2022	ISFB-03 CITY HALL BATHROOM - ARCHITE	0.00	877.50	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-03 CITY HALL BATHROOM -	877.50		
2866	Invoice	06/30/2022	ISFB-01 CITY HALL ROOF - ARCHITECTURA	0.00	4,522.50	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-01 CITY HALL ROOF - ARCHI	4,522.50		
2867	Invoice	06/30/2022	CF104 - CITY HALL ARCHITECTURAL DESIG	0.00	2,925.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	CF104 - CITY HALL ARCHITECTU	2,925.00		
2877	Invoice	06/30/2022	ISFB-02 SPRINKLER SYSTEM - ARCHITECTU	0.00	6,750.00	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-02 SPRINKLER SYSTEM - AR	6,750.00		
2912	Invoice	06/30/2022	ISFB-03 CITY HALL BATHROOM - ARCHITE	0.00	292.50	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-03 CITY HALL BATHROOM -	292.50		
2913	Invoice	06/30/2022	ISFB-01 CITY HALL ROOF - ARCHITECTURA	0.00	1,507.50	
	500-0000-8014-0000	BUILDING IMPROVEMEN	ISFB-01 CITY HALL ROOF - ARCHI	1,507.50		
2914	Invoice	06/30/2022	CF104 - CITY HALL ARCHITECTURAL DESIG	0.00	975.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	CF104 - CITY HALL ARCHITECTU	975.00		
3260	SITEONE LANDSCAPE SUPPLY, LLC	07/01/2022	Virtual Payment	0.00	6,790.23	APA001605
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
120104600-001	Invoice	06/30/2022	Irrigation Materials	0.00	1,026.20	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials	1,026.20		
120122043-001	Invoice	06/30/2022	Irrigation Materials	0.00	5,270.69	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials	5,270.69		
120122043-002	Invoice	06/30/2022	Irrigation Materials	0.00	25.27	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials	25.27		
120335776-001	Invoice	06/30/2022	Irrigation Materials	0.00	468.07	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	Irrigation Materials	468.07		
3498	SKM ENGINERRING LLC	07/01/2022	Virtual Payment	0.00	15,019.55	APA001606
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
23019	Invoice	06/30/2022	Professional Engineering Services for PLC	0.00	15,019.55	
	710-0000-8030-0000	CAPITAL IMPROVEMENT	PROFESSIONAL ENGINEERING S	15,019.55		
3031	SMARTHIRE	07/01/2022	Virtual Payment	0.00	268.00	APA001607
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
53008	Invoice	06/30/2022	HIRING COSTS	0.00	268.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	268.00		
2362	STRESSCRETE	07/01/2022	Virtual Payment	0.00	3,318.71	APA001608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
I-SC3-2201072	Invoice	06/30/2022	DEPT SUPPLIES	0.00	3,318.71	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	3,318.71		
2416	THE PRESS-ENTERPRISE	07/01/2022	Virtual Payment	0.00	266.40	APA001609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011535109	Invoice	06/30/2022	ADVERTISING	0.00	266.40	
	100-1150-7020-0000	ADVERTISING	ADVERTISING	266.40		
2430	TIME WARNER CABLE	07/01/2022	Virtual Payment	0.00	55.14	APA001610

Check Report **Date Range: 06/25/20[illegible]022**

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payable Description / Account Name	Payment Date / Item Description	Payment Type / Distribution Amount	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number							
0014188062022	Invoice	06/30/2022	BUILDING UTILITY			0.00	55.14	
	100-1230-7015-6055		TELEPHONE (MAPLE AVE)	BUILDING UTILITY	55.14			
2430	TIME WARNER CABLE			07/01/2022	Virtual Payment	0.00	151.67	APA001611
0013594062022	Invoice	06/30/2022	BUILDING UTILITY			0.00	151.67	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	BUILDING UTILITY	151.67			
2435	TLMA ADMINISTRATION COUNTY OF RIV			07/01/2022	Virtual Payment	0.00	554.89	APA001612
TL0000016371	Invoice	06/30/2022	SHARED TRAFFIC SIGNALS WITH RIVERSID			0.00	554.89	
	100-3250-7068-0000		CONTRACTUAL SERVICES	SHARED TRAFFIC SIGNALS WITH	554.89			
2873	TPX COMMUNICATIONS			07/01/2022	Virtual Payment	0.00	520.47	APA001613
158092059-0	Invoice	06/30/2022	PHONE UTILITY			0.00	520.47	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY	520.47			
2466	UNITED RENTALS			07/01/2022	Virtual Payment	0.00	1,351.92	APA001614
206637117-001	Invoice	06/30/2022	EQUIPMENT RENTAL			0.00	1,351.92	
	100-6050-7075-5400		EQUIP LEASING/RENTAL (	EQUIPMENT RENTAL	1,351.92			
2516	VOHNE LICHE KENNELS INC			07/01/2022	Virtual Payment	0.00	890.72	APA001615
17916	Invoice	06/30/2022	K9 TRAINING			0.00	350.00	
	100-2080-7066-0000		TRAVEL, EDUCATION, TRA	K9 TRAINING	350.00			
17980	Invoice	06/30/2022	K9 SUPPLIES			0.00	127.15	
	100-2080-7070-0000		SPECIAL DEPT SUPPLIES	K9 SUPPLIES	127.15			
17988	Invoice	06/30/2022	K9 TRAINING			0.00	350.00	
	100-2080-7066-0000		TRAVEL, EDUCATION, TRA	K9 TRAINING	350.00			
18114	Invoice	06/30/2022	K9 SUPPLIES			0.00	63.57	
	100-2080-7070-0000		SPECIAL DEPT SUPPLIES	K9 SUPPLIES	63.57			
2518	VULCAN MATERIALS			07/01/2022	Virtual Payment	0.00	11,239.97	APA001616
73289635	Invoice	06/30/2022	ASPHALT			0.00	333.50	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	ASPHALT	333.50			
73292680	Invoice	06/30/2022	DEPT SUPPLIES			0.00	455.71	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	455.71			
73294138	Invoice	06/30/2022	DEPT SUPPLIES			0.00	1,126.90	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,126.90			
73296660	Invoice	06/30/2022	DEPT SUPPLIES			0.00	368.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	368.00			
73299476	Invoice	06/30/2022	DEPT SUPPLIES			0.00	1,094.90	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,094.90			
73301815	Invoice	06/30/2022	DEPT SUPPLIES			0.00	1,094.01	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,094.01			
73303521	Invoice	06/30/2022	DEPT SUPPLIES			0.00	1,091.32	

Check Report **Date Range: 06/25/20 022**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		1,091.32	
73305101	Invoice	06/30/2022	DEPT SUPPLIES	0.00	1,094.90	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		1,094.90	
73308632	Invoice	06/30/2022	DEPT SUPPLIES	0.00	1,421.30	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		1,421.30	
73308633	Invoice	06/30/2022	DEPT SUPPLIES	0.00	1,417.72	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		1,417.72	
73311598	Invoice	06/30/2022	DEPT SUPPLIES	0.00	1,284.21	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		1,284.21	
73311599	Invoice	06/30/2022	DEPT SUPPLIES	0.00	457.50	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		457.50	
3396	W.M. LYLES CO.	07/01/2022	Virtual Payment	0.00	105,624.77	APA001617
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
APPLICATION 37	Invoice	06/30/2022	WWTP SALT MITIGATION UPGRADE - CON	0.00	105,624.77	
	710-0000-8030-0000 CAPITAL IMPROVEMENT		WWTP SALT MITIGATION		105,624.77	
3422	WAXIE SANITARY SUPPLY	07/01/2022	Virtual Payment	0.00	2,161.10	APA001618
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
80807686	Invoice	06/30/2022	BUILDING SUPPLIES	0.00	675.94	
	100-6000-7085-6045 BLDG MAINT- COMMUNI		BUILDING SUPPLIES		675.94	
80811197	Invoice	06/30/2022	BUILDING SUPPLIES	0.00	98.70	
	100-6000-7085-6032 BLDG MAINT- CITY HALL B		BUILDING SUPPLIES		9.87	
	100-6000-7085-6040 BLDG MAINT - POLICE DE		BUILDING SUPPLIES		78.96	
	100-6000-7085-6041 BLDG MAINT - POLICE AN		BUILDING SUPPLIES		9.87	
80880527	Invoice	06/30/2022	BUILDING SUPPLIES	0.00	95.79	
	100-6000-7085-6032 BLDG MAINT- CITY HALL B		BUILDING SUPPLIES		9.58	
	100-6000-7085-6040 BLDG MAINT - POLICE DE		BUILDING SUPPLIES		76.63	
	100-6000-7085-6041 BLDG MAINT - POLICE AN		BUILDING SUPPLIES		9.58	
80952215	Invoice	06/30/2022	BUILDING SUPPLIES	0.00	215.11	
	100-6000-7085-6032 BLDG MAINT- CITY HALL B		BUILDING SUPPLIES		21.51	
	100-6000-7085-6040 BLDG MAINT - POLICE DE		BUILDING SUPPLIES		172.09	
	100-6000-7085-6041 BLDG MAINT - POLICE AN		BUILDING SUPPLIES		21.51	
80952225	Invoice	06/30/2022	DEPT SUPPLIES	0.00	806.67	
	100-6050-7070-5999 SPEC DEPT EXP - ALL PAR		DEPT SUPPLIES		806.67	
80952226	Invoice	06/30/2022	BUILDING MAINTENANCE	0.00	268.89	
	100-6000-7085-6025 BLDG MAINT - CITY HALL		BUILDING MAINTENANCE		268.89	
3908	WEST COAST ARBORISTS, INC	07/01/2022	Virtual Payment	0.00	6,256.00	APA001619
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
186526	Invoice	06/30/2022	Tree trimming and pruning service	0.00	418.00	
	100-6050-7157-0000 TREE TRIMMING		MAINTENANCE SERVICE AGREE		418.00	
186527	Invoice	06/30/2022	Tree trimming and pruning service	0.00	960.00	
	100-6050-7157-0000 TREE TRIMMING		MAINTENANCE SERVICE AGREE		960.00	
186528	Invoice	06/30/2022	Tree trimming and pruning service	0.00	456.00	
	100-6050-7157-0000 TREE TRIMMING		MAINTENANCE SERVICE AGREE		456.00	
186529	Invoice	06/30/2022	Tree trimming and pruning service	0.00	684.00	
	100-6050-7157-0000 TREE TRIMMING		MAINTENANCE SERVICE AGREE		684.00	
186530	Invoice	06/30/2022	Tree trimming and pruning service	0.00	684.00	
	100-6050-7157-0000 TREE TRIMMING		MAINTENANCE SERVICE AGREE		684.00	
186537	Invoice	06/30/2022	Tree trimming and pruning service	0.00	684.00	
	100-6050-7157-0000 TREE TRIMMING		MAINTENANCE SERVICE AGREE		684.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
186538	Invoice	06/30/2022	Tree trimming and pruning service	0.00	1,920.00	
	100-6050-7157-0000	TREE TRIMMING	MAINTENANCE SERVICE AGREE		1,920.00	
186540	Invoice	06/30/2022	Tree trimming and pruning service	0.00	450.00	
	100-6050-7157-0000	TREE TRIMMING	MAINTENANCE SERVICE AGREE		450.00	
2546	WILLDAN ENGINEERING	07/01/2022	Virtual Payment	0.00	6,480.00	APA001620
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
002-25940	Invoice	06/30/2022	FY 21/22 Permit Tech Services, Willdan En	0.00	6,480.00	
	100-2150-7069-0000	PERMIT TECHNICIAN EXP	FY 21/22 Permit Tech Services,		6,480.00	
3101	WRCOG	07/01/2022	Virtual Payment	0.00	4,773.25	APA001621
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
564	Invoice	06/30/2022	20/21 SOLID WASTE COOPERATION	0.00	4,773.25	
	100-1550-7030-0000	DUES & SUBSCRIPTIONS	20/21 SOLID WASTE COOPERATI		4,773.25	
3101	WRCOG	07/01/2022	Virtual Payment	0.00	2,789.70	APA001622
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1115	Invoice	06/30/2022	21/22 SOLID WASTE COOPERATION DUES	0.00	2,789.70	
	100-1550-7030-0000	DUES & SUBSCRIPTIONS	21/22 SOLID WASTE COOPERATI		2,789.70	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	81,691.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	968,191.66
Virtual Payments	183	73	0.00	1,777,678.86
	190	**80**	**0.00**	**2,827,561.83**

Check Report **Date Range: 06/25/20 - 022**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBANK-BANK OF HEMET - PAYROLL FED/STATE DEPOSITS						
4447	Alameda County DCSS	06/29/2022	Regular	0.00	619.38	1064
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000983	Invoice	06/30/2022	TYSER / Child Support 200000002077885	0.00	619.38	
	100-0000-2105-0000	PAYROLL SUSPENSE	TYSER / Child Support 20000000	619.38		
4448	CA State Disbursement Unit	06/29/2022	Regular	0.00	276.92	1065
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000984	Invoice	06/30/2022	CARATACHEA / Child Support 2000000019	0.00	276.92	
	100-0000-2105-0000	PAYROLL SUSPENSE	CARATACHEA / Child Support 20	276.92		
4450	Riverside County Sheriff	06/29/2022	Regular	0.00	113.87	1066
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000986	Invoice	06/30/2022	FIELDS / Garnishment 2021201155	0.00	113.87	
	100-0000-2105-0000	PAYROLL SUSPENSE	FIELDS / Garnishment 20212011	113.87		
4449	State Of California FTB	06/29/2022	Regular	0.00	150.00	1067
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000985	Invoice	06/30/2022	STEWARD / Garnishment 554376971	0.00	150.00	
	100-0000-2105-0000	PAYROLL SUSPENSE	STEWARD / Garnishment 55437	150.00		

Bank Code PYBANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	4	0.00	1,160.17
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
	4	**4**	**0.00**	**1,160.17**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	10	0.00	82,851.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	19,707.10
EFT's	1	1	0.00	968,191.66
Virtual Payments	183	73	0.00	1,777,678.86
	196	**86**	**0.00**	**2,848,429.10**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2022	28,507.49
999	POOLED CASH	7/2022	2,819,921.61
			2,848,429.10

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Monday, July 11, 2022

Printed Checks	111186-111190	$	10,495.55	FY 21/22
ACH	611	$	25,336.37	FY 21/22
NvoicePay	APA001623-APA001712	$	365,806.24	FY 21/22
		$	161,092.63	FY 22/23
	A/P Total	$	562,730.79	

Bank Drafts	Return Settlement	$	89.92	Returned utility payment

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 07/02/2022 - 07/11/2022

Check Report **Date Range: 07/02/2022**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2725	US BANK CORPORATE PAYMENT SYSTEMS	07/11/2022	EFT	0.00	25,336.37	611

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount	
24000972143292	Invoice	06/30/2022	THE UPS STORE 5027	0.00	43.66
	750-7300-7070-0000	SPECIAL DEPT SUPPLIES	SHIPPING FOR SEON BATTERY R	43.66	
24011342152000	Invoice	06/30/2022	THE BANNING CHAMBER	0.00	25.63
	100-1050-7035-0000	LOCAL MEETINGS	BANNING CHAMBER BREAKFAS	25.63	
24011342159000	Invoice	06/30/2022	CANVA* I03445-1847327	0.00	119.40
	100-1200-7030-0000	DUES & SUBSCRIPTIONS	CANVA SUBSCRIPTION	119.40	
24011342163000	Invoice	06/30/2022	CANVA* I03449-14933809	0.00	179.28
	100-2050-7020-0000	ADVERTISING	ADVERTISING	179.28	
24055232144091	Invoice	06/30/2022	EL MARIACHI TACO SHOP	0.00	28.64
	100-1200-7035-0000	LOCAL MEETINGS	FOOD FOR LEGAL DEPOSITION	28.64	
24055232148036	Invoice	06/30/2022	WESTIN HOTEL BONAVENTURE	0.00	337.57
	100-1300-7068-000B	CONTRACTUAL SERVICES	TRAVEL FOR NORTON ROSE DEP	337.57	
24137462131500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	8.34
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	8.34	
24137462132500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	1.39
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1.39	
24137462133500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	17.15
	100-6050-7070-5000	SPEC DEPT EXP - THREE RI	DEPT SUPPLIES	17.15	
24137462135500	Invoice	06/30/2022	STATERBROS173	0.00	178.09
	750-7000-7070-0000	SPECIAL DEPT SUPPLIES	CELINAS GOING AWAY CELEBRA	178.09	
24137462138500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	35.30
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	35.30	
24137462138500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	5.70
	100-6000-7070-6040	SPEC DEPT EXP- POLICE D	DEPT SUPPLIES	5.70	
24137462139500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	378.44
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	378.44	
24137462139500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	70.36
	100-6000-7070-6060	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES	70.36	
24137462140500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	13.15
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	13.15	
24137462141501	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	14.00
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	14.00	
24137462144500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	30.15
	750-7300-7085-0000	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE	30.15	
24137462146200	Invoice	06/30/2022	HOBBY-LOBBY #729	0.00	52.73
	100-1550-7040-0000	RECREATION PROGRAMS	SENIOR PROGRAM	52.73	
24137462146500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	20.27
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	20.27	
24137462146500	Invoice	06/30/2022	STATERBROS173	0.00	116.87
	100-1240-7035-0000	LOCAL MEETINGS	EMPLOYEE APPRECIATION LUNC	116.87	
24137462147500	Invoice	06/30/2022	STATERBROS205	0.00	15.66
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE	15.66	
24137462147500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	83.25
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	83.25	
24137462147500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	17.84
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	17.84	
24137462147500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	7.46
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	7.46	
24137462147500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	110.35

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		110.35	
24137462148001	Invoice	06/30/2022	TRACTOR SUPPLY #2134	0.00	213.32	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		213.32	
24137462148501	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	103.12	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		103.12	
24137462152500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	27.79	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		27.79	
24137462152500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	9.24	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		9.24	
24137462152500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	9.01	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		9.01	
24137462152500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	16.14	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		16.14	
24137462152500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	161.56	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		161.56	
24137462153500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	12.38	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.38	
24137462153500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	59.48	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		59.48	
24137462153500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	15.17	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		15.17	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	28.20	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		28.20	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	12.91	
	100-6000-7070-6060	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES		12.91	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	39.88	
	100-6000-7070-6060	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES		39.88	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	4.54	
	100-6000-7070-6060	SPEC DEPT EXP- 713 W 4T	DEPT SUPPLIES		4.54	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	8.34	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		8.34	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	30.46	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		30.46	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	6.76	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		6.76	
24137462154500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	30.02	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		30.02	
24137462158500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	20.46	
	100-6000-7070-6045	SPEC DEPT EXP- COMMU	DEPT SUPPLIES		20.46	
24137462158500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	173.45	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		173.45	
24137462159500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	4.70	
	100-6050-7070-5800	SPECIAL DEPT SUPPLIES -	DEPT SUPPLIES		4.70	
24137462159500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	53.33	
	100-6050-7070-5800	SPECIAL DEPT SUPPLIES -	DEPT SUPPLIES		53.33	
24137462160500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	7.49	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.49	
24137462160500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	60.25	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		60.25	
24137462161500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	47.40	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		47.40	
24137462161500	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	37.66	

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	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		37.66	
24137462162501	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	60.25	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		60.25	
24137462162501	Invoice	06/30/2022	BEAUMONT DO IT BEST	0.00	12.37	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		12.37	
24164052145378	Invoice	06/30/2022	EXXONMOBIL 99876039	0.00	21.82	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		21.82	
24164052158837	Invoice	06/30/2022	EXXONMOBIL 99876039	0.00	30.16	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		30.16	
24164072141105	Invoice	06/30/2022	STAPLES 00113811	0.00	27.99	
	100-1550-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		27.99	
24164072158069	Invoice	06/30/2022	FEDEX OFFICE 00000570	0.00	73.68	
	100-2050-7035-0000	LOCAL MEETINGS	POST BACKGROUND REPORT TA		73.68	
24204292098002	Credit Memo	06/30/2022	EBAY O*07-08486-41906	0.00	-76.20	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	FRAUD CREDIT		-76.20	
24204292138000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	20.64	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		20.64	
24204292154000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	17.63	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		17.63	
24204292158000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	5.80	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		5.80	
24204292161000	Invoice	06/30/2022	FACEBK ZBY65D7M52	0.00	175.00	
	100-1200-7020-0000	ADVERTISING	SOCIAL MEDIA ADVERTISING FO		175.00	
24204292162000	Invoice	06/30/2022	FACEBK DNFN5D7M52	0.00	9.32	
	100-1200-7020-0000	ADVERTISING	SOCIAL MEDIA ADVERTISING FO		9.32	
24207852153171	Invoice	06/30/2022	CALIFORNIA POLICE CHIEFS	0.00	825.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		825.00	
24207852158176	Invoice	06/30/2022	CALIFORNIA POLICE CHIEFS	0.00	145.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	MEMBERSHIP RENEWAL FEE		145.00	
24226382152400	Invoice	06/30/2022	WAL-MART #5156	0.00	53.34	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		53.34	
24231682144091	Invoice	06/30/2022	HARBOR FREIGHT TOOLS 837	0.00	5.38	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		5.38	
24231682153722	Invoice	06/30/2022	CHILI'S HIGHLAND SPRINGS	0.00	61.68	
	100-3100-7066-0000	TRAVEL, EDUCATION, TRA	STAFF MEETING SUPPLIES		61.68	
24251382159030	Invoice	06/30/2022	BEAUMONT SAFE & LOCK	0.00	6.43	
	700-4050-7085-0000	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE		6.43	
24251382163030	Invoice	06/30/2022	BEAUMONT SAFE & LOCK	0.00	19.30	
	700-4050-7085-0000	BUILDING SUPPLIES/MAI	KEYS FOR CITY RESTROOMS		19.30	
24269752140001	Invoice	06/30/2022	HAAKER EQUIPMENT COMPANY	0.00	175.24	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		175.24	
24269752152900	Invoice	06/30/2022	PROTECH AUTO SYSTEMS	0.00	499.00	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		499.00	
24269792139001	Invoice	06/30/2022	DANGELO CO - MOTO	0.00	22.35	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		22.35	
24269792144500	Invoice	06/30/2022	COYNE POWERSPORTS BANNING	0.00	23.60	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		23.60	
24323002159200	Invoice	06/30/2022	REDLANDS-YUCAIPA RENTALS	0.00	66.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		66.00	
24323032136200	Invoice	06/30/2022	RESOURCE BLDG MATERIAL	0.00	170.41	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		170.41	
24323032157200	Invoice	06/30/2022	RESOURCE BLDG MATERIAL	0.00	36.58	

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	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		36.58	
24323032159200	Invoice	06/30/2022	RESOURCE BLDG MATERIAL	0.00	30.51	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		30.51	
24412892144027	Invoice	06/30/2022	PRACTICE SPORTS	0.00	658.00	
	500-0000-8990-0000	CAPITAL OUTLAY	FENCE TOPPER FOR BALLFIELD		658.00	
24431052151838	Invoice	06/30/2022	NAPA AUTO PARTS 164	0.00	8.82	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		8.82	
24431052153838	Invoice	06/30/2022	NAPA AUTO PARTS 164	0.00	27.45	
	700-4050-7037-0000	VEHICLE MAINTENANCE	DEF FOR VACTOR TRUCK		27.45	
24431052159838	Invoice	06/30/2022	NAPA AUTO PARTS 164	0.00	115.78	
	700-4050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		115.78	
24431062144083	Invoice	06/30/2022	SIGNSONTHECHEAP.COM	0.00	315.00	
	100-1200-7020-0000	ADVERTISING	SIGNS FOR POPUPS IN THE PARK		315.00	
24431062160083	Invoice	06/30/2022	SIGNSONTHECHEAP.COM	0.00	161.82	
	100-6000-7090-6040	EQUIP SUPPLIES/MAINT-P	SIGNSONTHECHEAP.COM		130.40	
	100-6050-7070-5750	SPECIAL DEPT SUPPLIES (	SIGNS FOR PD PARKING LOT AN		31.42	
24445002132000	Invoice	06/30/2022	WALGREENS #7714	0.00	32.31	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		32.31	
24445002134001	Invoice	06/30/2022	DOLLAR TREE	0.00	101.34	
	750-7000-7070-0000	SPECIAL DEPT SUPPLIES	CELINAS GOING AWAY CELEBRA		101.34	
24445002147000	Invoice	06/30/2022	WALGREENS #7714	0.00	25.80	
	100-1550-7025-0000	OFFICE SUPPLIES	BIRTHDAY CARDS FOR COUNCIL		25.80	
24445002147400	Invoice	06/30/2022	WM SUPERCENTER #5156	0.00	105.13	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		105.13	
24445002152300	Invoice	06/30/2022	RED ROBIN NO 253	0.00	47.47	
	100-1240-7035-0000	LOCAL MEETINGS	SUNLINE TRANSIT TOUR		47.47	
24445002154000	Invoice	06/30/2022	WALGREENS #5182	0.00	14.00	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		14.00	
24492152131741	Invoice	06/30/2022	SQ *BEAUMONT CHAMBE	0.00	3.00	
	100-1050-7035-0000	LOCAL MEETINGS	BMT CHAMBER BREAKFAST - R.		3.00	
24492152133715	Invoice	06/30/2022	ZONAR SYSTEMS	0.00	89.53	
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		89.53	
24492152137852	Invoice	06/30/2022	SDDIFALLENO	0.00	250.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		250.00	
24492152140852	Invoice	06/30/2022	CA PARK REC SOCIETY	0.00	675.00	
	100-6050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		675.00	
24492152151741	Invoice	06/30/2022	SQ *BEAUMONT CHAMBE	0.00	75.00	
	100-1050-7035-0000	LOCAL MEETINGS	BMT CHAMBER BREAKFAST - W		25.00	
	100-1200-7035-0000	LOCAL MEETINGS	SQ *BEAUMONT CHAMBE		25.00	
	100-1240-7035-0000	LOCAL MEETINGS	SQ *BEAUMONT CHAMBE		25.00	
24492152154852	Invoice	06/30/2022	AMERICAN PLANNING A	0.00	603.00	
	100-1350-7030-0000	DUES & SUBSCRIPTIONS	APA PROFESSIONAL MEMBERSH		603.00	
24492162152000	Invoice	06/30/2022	CALCITIES REGISTRATION	0.00	600.00	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	2022 CONFERENCE & EXPO REG		600.00	
24492162153000	Invoice	06/30/2022	CALCITIES REGISTRATION	0.00	600.00	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	2022 CONFERENCE & EXPO REG		600.00	
24492162155000	Invoice	06/30/2022	BPE VIDA	0.00	36.66	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		36.66	
24492162158000	Invoice	06/30/2022	VERACRUZALLNATURAL.COM	0.00	15.97	
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	JUNE 7 - BREAKFAST AT GFOA C		15.97	
24492162159000	Invoice	06/30/2022	VERACRUZALLNATURAL.COM	0.00	14.37	
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	JUNE 8 - BREAKFAST AT GFOA C		14.37	

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24492162159000	Invoice	06/30/2022	CALCITIES REGISTRATION	0.00	600.00	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	LEAGUE OF CA CITIES CONFERE		600.00	
24493982145400	Invoice	06/30/2022	FRIJOLES	0.00	24.97	
	100-1200-7035-0000	LOCAL MEETINGS	FOOD FOR LEGAL DEPOSITION		24.97	
24540452140218	Invoice	06/30/2022	CHERRY VALLEY NURSERY	0.00	145.46	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		145.46	
24540452160013	Invoice	06/30/2022	CHERRY VALLEY NURSERY	0.00	533.36	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		533.36	
24559302131900	Invoice	06/30/2022	CACEO	0.00	95.00	
	100-2030-7030-0000	DUES & SUBSCRIPTIONS	CACEO MEMBERSHIP - RIC		95.00	
24559302131900	Invoice	06/30/2022	CACEO	0.00	600.00	
	100-2030-7066-0000	TRAVEL, EDUCATION, TRA	CACEO MODULE I TRAINING - RI		600.00	
24559302151900	Invoice	06/30/2022	CRRA	0.00	575.00	
	100-3100-7066-0000	TRAVEL, EDUCATION, TRA	SOLID WASTE CONFERENCE		575.00	
24692162132100	Invoice	06/30/2022	STARBUCKS STORE 64622	0.00	166.25	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DISPATCH APPRECIATION		166.25	
24692162136100	Invoice	06/30/2022	WPY*WE RENT RVS	0.00	999.41	
	100-1550-7040-0000	RECREATION PROGRAMS	RV RENTALS FOR 4TH OF JULY		999.41	
24692162137100	Invoice	06/30/2022	AMZN MKTP US*1L9F28502	0.00	506.37	
	100-2100-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		506.37	
24692162139100	Invoice	06/30/2022	THE HOME DEPOT 8987	0.00	430.87	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		430.87	
24692162141100	Invoice	06/30/2022	THE HOME DEPOT 610	0.00	326.15	
	100-6000-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		326.15	
24692162143100	Invoice	06/30/2022	SQ *SKETCHLYFE STUDIO	0.00	35.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		35.00	
24692162143100	Invoice	06/30/2022	SQ *ALF PRINTS & FRAMES	0.00	65.25	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		65.25	
24692162145100	Invoice	06/30/2022	D J*WALL-ST-JOURNAL	0.00	4.00	
	100-1200-7030-0000	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION		4.00	
24692162145100	Invoice	06/30/2022	THE HOME DEPOT 8987	0.00	450.00	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		450.00	
24692162145100	Invoice	06/30/2022	WPY*LOZEAU CONSULTING TRA	0.00	103.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		103.00	
24692162147100	Invoice	06/30/2022	THE HOME DEPOT 8987	0.00	84.86	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		84.86	
24692162147100	Invoice	06/30/2022	SQ *SIGNATURE PRINT	0.00	423.90	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		423.90	
24692162152100	Invoice	06/30/2022	SQ *SIGNATURE PRINT	0.00	68.17	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		68.17	
24692162152100	Invoice	06/30/2022	SQ *SIGNATURE PRINT	0.00	115.24	
	100-3100-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		115.24	
24692162155100	Invoice	06/30/2022	THE HOME DEPOT 8987	0.00	385.58	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		385.58	
24692162155100	Invoice	06/30/2022	THE HOME DEPOT 8987	0.00	254.23	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		254.23	
24692162160100	Invoice	06/30/2022	DRI*SIGNS	0.00	76.43	
	100-1200-7020-0000	ADVERTISING	CITY LOGO SIGN FOR SENATORS		76.43	
24717052146161	Invoice	06/30/2022	BIG TIME DESIGN	0.00	35.00	
	100-0000-2026-0000	ACCOUNTS PAYABLE SUSP	SUSPENSE		35.00	
24733342146029	Invoice	06/30/2022	7 DAYS MARKET	0.00	2,099.51	
	100-1240-7035-0000	LOCAL MEETINGS	EMPLOYEE APPRECIATION LUNC		2,099.51	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24755422140261	Invoice	06/30/2022	THE VOLARE RESORT	0.00	396.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	LODGING FOR TRAINING		396.00	
24755422140731	Invoice	06/30/2022	GRAINGER	0.00	173.53	
	100-6000-7070-6045	SPEC DEPT EXP- COMMU	DEPT SUPPLIES		173.53	
24755422158121	Invoice	06/30/2022	RC ENV HLTH ONLINE PMT FE	0.00	25.97	
	750-7300-7053-0000	PERMITS, FEES AND LICE	HAZMAT PERMIT SERVICE FEE		25.97	
24755422158161	Invoice	06/30/2022	RC ENV HLTH ONLINE PMT	0.00	1,129.00	
	750-7300-7053-0000	PERMITS, FEES AND LICE	HAZMAT PERMIT		1,129.00	
24793382131522	Invoice	06/30/2022	TESLA, INC.	0.00	9.99	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	TESLA MONTHLY FEE		9.99	
24793382131582	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	19.78	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		19.78	
24793382134000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	27.09	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		27.09	
24793382138000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	6.38	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		6.38	
24793382139000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	3.48	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		3.48	
24793382140000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	21.93	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		21.93	
24793382142000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	23.22	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		23.22	
24793382144000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	26.66	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		26.66	
24793382146000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	20.64	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		20.64	
24793382154000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	15.91	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		15.91	
24793382159000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	24.94	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		24.94	
24793382161000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	18.49	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		18.49	
24793382162000	Invoice	06/30/2022	TESLA, INC.	0.00	9.99	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	TESLA MONTHLY FEE		9.99	
24793382163000	Invoice	06/30/2022	TESLA INC SUPERCHARGER	0.00	21.93	
	100-2050-7050-000E	EV CHARGING EXPENSE	TESLA CHARGING		21.93	
24801972137690	Invoice	06/30/2022	CALIFORNIA WATER ENVIRON	0.00	283.00	
	700-4050-7030-0000	DUES & SUBSCRIPTIONS	MEMBERSHIP RENEWAL FEE		283.00	
24801972137726	Invoice	06/30/2022	TOP-LINE INDUSTRIAL	0.00	19.15	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		19.15	
24801972138726	Invoice	06/30/2022	TOP-LINE INDUSTRIAL	0.00	3.32	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		3.32	
24801972138726	Invoice	06/30/2022	TOP-LINE INDUSTRIAL	0.00	138.42	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		138.42	
24801972139690	Invoice	06/30/2022	CALIFORNIA WATER ENVIRON	0.00	91.00	
	700-4050-7030-0000	DUES & SUBSCRIPTIONS	COLLECTIONS CERTIFICATE REN		91.00	
24801972157726	Invoice	06/30/2022	TOP-LINE INDUSTRIAL	0.00	109.75	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		109.75	
24801972157726	Invoice	06/30/2022	TOP-LINE INDUSTRIAL	0.00	63.85	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		63.85	
24801972158091	Invoice	06/30/2022	LINE HOTEL - AUSTIN FOOD	0.00	18.78	
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	JUNE 6 - BREAKFAST AT GFOA C		18.78	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
24801972159690	Invoice	06/30/2022	CALIFORNIA WATER ENVIRON	0.00	280.00	
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	CWEA 2022 FOG WORKSHOP		280.00	
24801972160722	Invoice	06/30/2022	LINE HOTEL AUSTIN	0.00	891.59	
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	GFOA CONFERENCE HOTEL		891.59	
24906412138147	Invoice	06/30/2022	WEB*NETWORKSOLUTIONS	0.00	100.00	
	100-1230-7071-0000	SOFTWARE	DOMAIN NAMES		100.00	
24943002133722	Invoice	06/30/2022	HYATT REGENCY SACRAMENTO	0.00	732.03	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	CITY LEADERSHIP SUMMET - J.		732.03	
24943002141898	Invoice	06/30/2022	COSTCO WHSE #0478	0.00	115.86	
	100-1240-7035-0000	LOCAL MEETINGS	DEPT SUPPLIES		115.86	
24943002145006	Invoice	06/30/2022	PH LODGING	0.00	216.45	
	100-1200-7066-0000	TRAVEL, EDUCATION, TRA	ICSC CONFERENCE - WARSINSKI		216.45	
24943002147898	Invoice	06/30/2022	COSTCO WHSE #0478	0.00	39.98	
	100-2090-7070-0000	SPECIAL DEPT SUPPLIES	CAKES FOR PD VOLUNTEER DIN		39.98	
24943002157846	Invoice	06/30/2022	2AUSTIN CONV C	0.00	16.00	
	100-1225-7066-0000	TRAVEL, EDUCATION, TRA	JUNE 5 - BREAKFAST AT GFOA C		16.00	
24943012132010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	62.55	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		62.55	
24943012132010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	34.39	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		34.39	
24943012132010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	3.84	
	100-6050-7070-5400	SPEC DEPT EXP - SPORTS	DEPT SUPPLIES		3.84	
24943012133010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	62.97	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		62.97	
24943012137010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	172.43	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		172.43	
24943012140010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	128.69	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		128.69	
24943012141010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	14.61	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		14.61	
24943012141010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	163.11	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES		163.11	
24943012144010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	107.09	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		107.09	
24943012145010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	70.35	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		70.35	
24943012146010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	15.83	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		15.83	
24943012153010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	71.51	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		71.51	
24943012154010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	137.92	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		137.92	
24943012155010	Invoice	06/30/2022	HOMEDEPOT.COM	0.00	265.07	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		265.07	
24943012158010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	79.55	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		79.55	
24943012158010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	50.45	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		50.45	
24943012159010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	48.86	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		48.86	
24943012163010	Invoice	06/30/2022	THE HOME DEPOT #8987	0.00	70.24	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		70.24	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
74083422154000	Invoice	06/30/2022	1PASSWORD	0.00	208.63	
	100-1230-7071-0000	SOFTWARE	PASSWORD MGMT SOLUTION		208.63	
74137462155501	Credit Memo	06/30/2022	BEAUMONT DO IT BEST	0.00	-10.76	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		-10.76	
74207852139177	Credit Memo	06/30/2022	CALIFORNIA POLICE CHIEFS	0.00	-450.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		-450.00	
74943002133722	Credit Memo	06/30/2022	HYATT REGENCY SACRAMENTO	0.00	-244.01	
	100-1050-7066-0000	TRAVEL, EDUCATION, TRA	CITY LEADERSHIP SUMMET - J.		-244.01	
74943012132010	Credit Memo	06/30/2022	THE HOME DEPOT #8987	0.00	-53.84	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		-53.84	
74943012140010	Credit Memo	06/30/2022	THE HOME DEPOT #8987	0.00	-56.49	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		-56.49	
74943012145010	Credit Memo	06/30/2022	THE HOME DEPOT #8987	0.00	-111.21	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES		-111.21	

4557	DAVID MYRDAHL	07/11/2022	Regular	0.00	40.00	111186
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
RCT R01225865 C	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
3874	GENERAC POWER SYSTEMS INC	07/11/2022	Regular	0.00	1,167.60	111187
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
25388-1 CHECK 2	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	1,122.50	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,122.50		
7023565 CHECK 3	Invoice	06/30/2022	EQUIPMENT MAINTENANCE	0.00	45.10	
	700-4050-7090-002X	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	45.10		
4632	LOYD HOBACK	07/11/2022	Regular	0.00	55.00	111188
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
RCT R01248468	Invoice	06/30/2022	REFUND, LICENSE FOR OTHER JURISDICTI	0.00	55.00	
	100-0000-4210-2000	ANIMAL LICENSE - BEAU	REFUND, LICENSE FOR OTHER J	55.00		
2338	STATE CONTROLLER'S OFFICE	07/11/2022	Regular	0.00	32.95	111189
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
FTB-00004994	Invoice	06/30/2022	FTB OFFSETS	0.00	32.95	
	100-2050-7055-0000	INTEREST AND PENALTIES	FTB OFFSETS	32.95		
2651	TSR CONSTRUCTION AND INSPECTION	07/11/2022	Regular	0.00	9,200.00	111190
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
#1/FINAL-3	Invoice	06/30/2022	RANGEL PARK PLAYGROUND	0.00	9,200.00	
	500-0000-8990-0000	CAPITAL OUTLAY	RANGEL PARK PLAYGROUND	9,200.00		
1014	ACE ALTERNATORS	07/11/2022	Virtual Payment	0.00	157.69	APA001623
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
122654	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	157.69	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	157.69		
3295	ADAM HALL	07/11/2022	Virtual Payment	0.00	101.55	APA001624

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Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date / Payable Description / Item Description	Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
011799	Invoice	06/30/2022 DEPT SUPPLIES	07/11/2022 Virtual Payment 0.00	101.55	APA001624
100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	101.55		
4332	AFECO INC		07/11/2022 Virtual Payment 0.00	1,566.34	APA001625
169217	Invoice	06/30/2022 DEPT SUPPLIES	0.00 1,566.34		
100-2100-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,566.34		
1036	ALBERT A. WEBB ASSOCIATES		07/11/2022 Virtual Payment 0.00	14,848.50	APA001626
221642	Invoice	06/30/2022 BMT MESA LIFT STATION & FORCE MAIN E	0.00 14,848.50		
710-0000-7068-0000	CONTRACTUAL SERVICE	BMT MESA LIFT STATION & FOR	5,197.05		
710-0000-7068-0000	CONTRACTUAL SERVICE	BMT MESA LIFT STATION & FOR	9,651.45		
4641	ALEXANDRIA AMORIM		07/11/2022 Virtual Payment 0.00	40.00	APA001627
RCT R01242400	Invoice	06/30/2022 DEPOSIT REFUND	0.00 40.00		
100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
4634	AMANDA MCCORMICK		07/11/2022 Virtual Payment 0.00	40.00	APA001628
RCT R01241615	Invoice	06/30/2022 DEPOSIT REFUND	0.00 40.00		
100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
1050	AMAZON CAPITAL SERVICES		07/11/2022 Virtual Payment 0.00	243.59	APA001629
1LHW-FYGV-3L3V	Invoice	06/30/2022 OFFICE SUPPLIES	0.00 45.21		
100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	2.26		
100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	42.95		
1LNP-GV3D-WH7	Invoice	07/07/2022 DEPT SUPPLIES	0.00 198.38		
100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	198.38		
1053	AMERICAN FORENSIC NURSES		07/11/2022 Virtual Payment 0.00	755.88	APA001630
76113	Invoice	06/30/2022 PROFESSIONAL SERVICES	0.00 377.94		
100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	377.94		
76114	Invoice	06/30/2022 PROFESSIONAL SERVICES	0.00 377.94		
100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	377.94		
4630	AMERICAN TOWER ASSET SUB LLC		07/11/2022 Virtual Payment 0.00	646.45	APA001631
RCT R01234443	Invoice	06/30/2022 REFUND - BUSINESS OUTSIDE OF BMT JU	0.00 646.45		
100-0000-4200-0000	BUSINESS LICENSES	REFUND - BUSINESS OUTSIDE O	104.18		
100-0000-4556-0000	PLANNING DEPARTMENT	REFUND - BUSINESS OUTSIDE O	516.45		
700-0000-4770-0000	WASTEWATER SURVEY FE	REFUND - BUSINESS OUTSIDE O	25.82		
4637	ANA VALENCIA		07/11/2022 Virtual Payment 0.00	40.00	APA001632

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01240586	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	07/11/2022	Virtual Payment	0.00	1,187.50	APA001633
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
622891	Invoice	06/30/2022	Pest Control for City Buildings	0.00	685.00	
	100-6000-7068-6025	CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI	130.00		
	100-6000-7068-6026	CONTRACTUAL SVC - CITY	PEST CONTROL FOR CITY BUILDI	65.00		
	100-6000-7068-6032	CONTRACTUAL SVC- CITY	PEST CONTROL FOR CITY BUILDI	45.00		
	100-6000-7068-6040	CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI	75.00		
	100-6000-7068-6041	CONTRACTUAL SVC- POLI	PEST CONTROL FOR CITY BUILDI	45.00		
	100-6000-7068-6045	CONTRACTUAL SVC- COM	PEST CONTROL FOR CITY BUILDI	130.00		
	100-6000-7068-6055	CONTRACTUAL SVC- FIRE	PEST CONTROL FOR CITY BUILDI	65.00		
	750-7000-7068-0000	CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI	65.00		
	750-7300-7068-0000	CONTRACTUAL SERVICES	PEST CONTROL FOR CITY BUILDI	65.00		
649934	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	227.50	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	227.50		
662592	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	275.00	
	100-6000-7068-6025	CONTRACTUAL SVC - CITY	PROFESSIONAL SERVICES	137.50		
	100-6000-7068-6040	CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES	137.50		
4639	APRIL COOK	07/11/2022	Virtual Payment	0.00	500.00	APA001634
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01238058	Invoice	06/30/2022	DEPOSIT REFUND	0.00	500.00	
	100-0000-4590-0000	BUILDING RENTAL	DEPOSIT REFUND	500.00		
1080	ARAMARK	07/11/2022	Virtual Payment	0.00	368.33	APA001635
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12584332	Invoice	06/30/2022	OFFICE SUPPLIES	0.00	368.33	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	368.33		
4388	BABCOCK LABORATORIES, INC	07/11/2022	Virtual Payment	0.00	1,910.00	APA001636
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CF21676-0033	Invoice	06/30/2022	WWTP - ANALYTICAL SERVICES	0.00	490.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES	490.00		
CF21677-0033	Invoice	06/30/2022	WWTP - ANALYTICAL SERVICES	0.00	490.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES	490.00		
CF21683-0033	Invoice	06/30/2022	WWTP - ANALYTICAL SERVICES	0.00	490.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES	490.00		
CF21747-0033	Invoice	06/30/2022	WWTP - ANALYTICAL SERVICES	0.00	440.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP - ANALYTICAL SERVICES	440.00		
1136	BEAUMONT POWER EQUIPMENT	07/11/2022	Virtual Payment	0.00	465.38	APA001637
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
814	Invoice	06/30/2022	EQUIPMENT MAINTENANCE	0.00	465.38	
	100-6050-7090-0000	EQUIP SUPPLIES/MAINT	EQUIPMENT MAINTENANCE	465.38		
1152	BEN MONJE	07/11/2022	Virtual Payment	0.00	40.00	APA001638

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01241448	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
4640	BETSY HERMOSILLO	07/11/2022	Virtual Payment	0.00	40.00	APA001639
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01239312	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
1161	BIO-TOX LABORATORIES	07/11/2022	Virtual Payment	0.00	2,969.00	APA001640
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
42875	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	158.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	158.00		
42876	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	822.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	822.00		
42988	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	1,989.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,989.00		
4635	BRENDA DE LA PENA	07/11/2022	Virtual Payment	0.00	40.00	APA001641
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01241657	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
1210	CALIFORNIA STATE FIRE PROTECTION	07/11/2022	Virtual Payment	0.00	615.00	APA001642
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12460245	Invoice	06/30/2022	ANNUAL SERVICE ON FIRE EXTINGUISHER	0.00	615.00	
	750-7100-7053-0000	PERMITS, FEES AND LICE	ANNUAL SERVICE ON FIRE EXTI	83.85		
	750-7400-7053-0000	PERMITS, FEES AND LICE	ANNUAL SERVICE ON FIRE EXTI	139.75		
	750-7600-7053-0000	PERMITS, FEES AND LICE	ANNUAL SERVICE ON FIRE EXTI	139.75		
	750-7800-7053-0000	PERMITS, FEES AND LICE	ANNUAL SERVICE ON FIRE EXTI	83.85		
	750-8100-7053-0000	PERMITS, FEES AND LICE	ANNUAL SERVICE ON FIRE EXTI	27.95		
	750-8200-7053-0000	PERMITS, FEES, AND LICE	ANNUAL SERVICE ON FIRE EXTI	27.95		
	750-8300-7053-0000	PERMITS, FEES AND LICE	ANNUAL SERVICE ON FIRE EXTI	111.90		
1242	CED	07/11/2022	Virtual Payment	0.00	1.72	APA001643
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0954-1012802	Invoice	06/30/2022	DEPT SUPPLIES	0.00	1.72	
	100-6050-7070-5250	SPEC DEPT EXP - RANGEL	DEPT SUPPLIES	1.72		
4534	CHALLENGER SPORTS	07/11/2022	Virtual Payment	0.00	1,298.50	APA001644
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
003	Invoice	06/30/2022	TINY TYKES SOCCER CLASSES FOR JUNE 20	0.00	1,298.50	
	100-1550-7040-0000	RECREATION PROGRAMS	TINY TYKES SOCCER CLASSES FO	1,298.50		
4638	CHAZA JENNINGS	07/11/2022	Virtual Payment	0.00	40.00	APA001645
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01224574	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
1282	CINTAS CORPORATION #698	07/11/2022	Virtual Payment	0.00	317.22	APA001646

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
5114055088	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	317.22	
	750-7300-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	317.22		
1294	CIVICPLUS	07/11/2022	Virtual Payment	0.00	2,253.56	APA001647
228995	Invoice	07/07/2022	SOFTWARE	0.00	2,253.56	
	100-1230-7071-0000	SOFTWARE	SOFTWARE	2,253.56		
1296	CLARK'S TOWING	07/11/2022	Virtual Payment	0.00	150.00	APA001648
S7684	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	150.00	
	750-7100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	150.00		
1299	CLEAN TECH ENVIRONMENTAL	07/11/2022	Virtual Payment	0.00	232.45	APA001649
733642	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	232.45	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	232.45		
1323	COPWARE INC.	07/11/2022	Virtual Payment	0.00	840.00	APA001650
86035	Invoice	07/07/2022	WEB ACCESS AUG 22 - JUL 23	0.00	840.00	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	WEB ACCESS AUG 22 - JUL 23	840.00		
4642	CORY BROWN	07/11/2022	Virtual Payment	0.00	40.00	APA001651
RCT R01249367	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
1340	CPS HR CONSULTING	07/11/2022	Virtual Payment	0.00	393.80	APA001652
TR-INV000288	Invoice	06/30/2022	HIRING COSTS	0.00	393.80	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	393.80		
1353	CUSTOM TROPHIES	07/11/2022	Virtual Payment	0.00	10.78	APA001653
003155	Invoice	07/07/2022	DEPT SUPPLIES	0.00	10.78	
	100-1550-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	10.78		
4389	CYNTHIA GAMACHE	07/11/2022	Virtual Payment	0.00	168.00	APA001654
014	Invoice	06/30/2022	CHAIR YOGA CLASSES FOR JUNE 2022	0.00	168.00	
	100-1550-7040-0000	RECREATION PROGRAMS	CHAIR YOGA CLASSES FOR JUNE	168.00		
1402	DEPARTMENT OF JUSTICE	07/11/2022	Virtual Payment	0.00	315.00	APA001655
587999	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	245.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	245.00		
588055	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	70.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2050-7068-0000 CONTRACTUAL SERVICES		PROFESSIONAL SERVICES		70.00	
2937	DIAMOND ENVIRONMENTAL SERVICES LP	07/11/2022	Virtual Payment	0.00	302.55	APA001656
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0003810400	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	145.57	
	100-6050-7068-5500	CONTRACT SVC - STEWAR	PROFESSIONAL SERVICES		145.57	
0003899822	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	156.98	
	100-6050-7068-5500	CONTRACT SVC - STEWAR	PROFESSIONAL SERVICES		156.98	
3935	DIAMOND VALLEY AUTOMOTIVE	07/11/2022	Virtual Payment	0.00	683.10	APA001657
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
23050	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	683.10	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		683.10	
4458	DIANA T BENHAR	07/11/2022	Virtual Payment	0.00	56.00	APA001658
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
009	Invoice	06/30/2022	ZUMBA CLASSES FOR JUNE 2022	0.00	56.00	
	100-1550-7040-0000	RECREATION PROGRAMS	ZUMBA CLASSES FOR JUNE 202		56.00	
4552	DRK ENTERPRISES, LLC	07/11/2022	Virtual Payment	0.00	6,612.43	APA001659
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
26896/2	Invoice	06/30/2022	LIGHTING FOR RANGEL PARK	0.00	6,612.43	
	500-0000-8990-0000	CAPITAL OUTLAY	LIGHTING FOR RANGEL PARK		6,612.43	
1445	DUDEK	07/11/2022	Virtual Payment	0.00	3,428.75	APA001660
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
202204976	Invoice	06/30/2022	GROUNDWATER & SURFACE WATER MON	0.00	3,428.75	
	700-4050-7068-0000	CONTRACTUAL SERVICES	Groundwater & Surface Water		3,428.75	
4174	EMPHASYS COMPUTER SOLUTIONS INC	07/11/2022	Virtual Payment	0.00	7,426.00	APA001661
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
TDM-00650	Invoice	07/07/2022	SOFTWARE	0.00	7,426.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE		7,426.00	
4616	ESCRIBE SOFTWARE LTD	07/11/2022	Virtual Payment	0.00	7,583.33	APA001662
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
US-1139	Invoice	07/07/2022	SOFTWARE FOR JUL 2022-JUN 2023	0.00	7,000.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE FOR JUL 2022-JUN 2		7,000.00	
US-1139 FY 21/2	Invoice	06/30/2022	SOFTWARE	0.00	583.33	
	100-1230-7071-0000	SOFTWARE	SOFTWARE		583.33	
1501	FAIRVIEW FORD	07/11/2022	Virtual Payment	0.00	963.24	APA001663
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
909835	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	636.75	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		636.75	
910154	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	133.90	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		133.90	
912848	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	137.57	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		137.57	
912849	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	55.02	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2000-7037-0000 VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		55.02	
4530	FISCHER COMPLIANCE LLC	07/11/2022	Virtual Payment	0.00	12,025.00	APA001664
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
FCL_2022-AUDIT-	Invoice	06/30/2022	AUDIT SEWER SYSTEM MANAGEMENT PL	0.00	12,025.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	AUDIT SEWER SYSTEM MANAGE		12,025.00	
1518	FLYERS ENERGY	07/11/2022	Virtual Payment	0.00	3,305.24	APA001665
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
CFS-3028699	Invoice	06/30/2022	FUEL EXPENSE	0.00	3,305.24	
	750-7600-7050-0000	FUEL	FUEL EXPENSE		713.59	
	750-7900-7050-0000	FUEL	FUEL EXPENSE		365.70	
	750-8300-7050-0000	FUEL	FUEL EXPENSE		2,225.95	
4400	FROG ENVIRONMENTAL INC	07/11/2022	Virtual Payment	0.00	195.00	APA001666
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
INV-008922	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	195.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		195.00	
1533	FRONTIER COMMUNICATIONS	07/11/2022	Virtual Payment	0.00	2,405.37	APA001667
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
951-197-0708-12	Invoice	07/07/2022	PHONE UTILITY	0.00	1,190.00	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,190.00	
951-197-0835-05	Invoice	07/07/2022	PHONE UTILITY	0.00	800.00	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY		800.00	
951-769-8537-03	Invoice	07/07/2022	PHONE UTILITY	0.00	109.03	
	100-1230-7015-6060	TELEPHONE (4th ST YARD	PHONE UTILITY		109.03	
951-769-8538-06	Invoice	07/07/2022	PHONE UTILITY	0.00	93.61	
	100-1230-7015-6048	TELEPHONE (POOL)	PHONE UTILITY		93.61	
951-922-6646-04	Invoice	07/07/2022	PHONE UTILITY	0.00	212.73	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY		212.73	
1553	GALLS INC.	07/11/2022	Virtual Payment	0.00	307.78	APA001668
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
021431924	Credit Memo	06/30/2022	EMPLOYEE UNIFORMS	0.00	-43.91	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		-43.91	
021431925	Credit Memo	06/30/2022	EMPLOYEE UNIFORMS	0.00	-43.91	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		-43.91	
021487104	Credit Memo	06/30/2022	UNIFORM MAINTENANCE	0.00	-37.33	
	100-2050-7065-0000	CITY UNIFORMS	UNIFORM MAINTENANCE		-37.33	
BC1646978	Invoice	06/30/2022	EMPLOYEE UNIFORMS	0.00	197.80	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		197.80	
BC1648092	Invoice	06/30/2022	EMPLOYEE UNIFORMS	0.00	197.80	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORMS		197.80	
BC1648328	Invoice	06/30/2022	EMPLOYEE UNIFORM MAINTENANCE	0.00	37.33	
	100-2050-7065-0000	CITY UNIFORMS	EMPLOYEE UNIFORM MAINTEN		37.33	
1577	GOPHER PATROL	07/11/2022	Virtual Payment	0.00	2,250.00	APA001669
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description		Distribution Amount	
9444393	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	2,250.00	
	100-6050-7068-5450	CONTRACT SVC - STETSO	PROFESSIONAL SERVICES		2,250.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4181	HASA, INC	07/11/2022	Virtual Payment	0.00	2,502.45	APA001670

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
826390	Invoice	06/30/2022	DEPT SUPPLIES	0.00	2,502.45
700-4050-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	2,502.45	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	07/11/2022	Virtual Payment	0.00	683.62	APA001671

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
010845	Invoice	06/30/2022	WWTP DEPT SUPPLIES	0.00	683.62
700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP DEPT SUPPLIES	683.62	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2589	IDC CONSULTING ENGINEERS, INC	07/11/2022	Virtual Payment	0.00	7,800.00	APA001672

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
215-20-10-2-R1	Invoice	06/30/2022	CONSULTING SERVICES	0.00	2,730.00
100-3100-7068-0000	CONTRACTUAL SERVICES		CONSULTING SERVICES	2,730.00	
215-20-10-2-R2	Invoice	06/30/2022	CONSULTING SERVICE	0.00	2,730.00
100-3100-7068-0000	CONTRACTUAL SERVICES		CONSULTING SERVICE	2,730.00	
215-20-10-2-R3	Invoice	06/30/2022	CONSULTING SERVICES	0.00	2,340.00
100-3100-7068-0000	CONTRACTUAL SERVICES		CONSULTING SERVICES	2,340.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3516	INLAND WATER WORKS SUPPLY CO	07/11/2022	Virtual Payment	0.00	43.50	APA001673

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
S1056916.001	Invoice	06/30/2022	Clow Check Valves & Supplies	0.00	43.50
700-4050-7070-0000	SPECIAL DEPT SUPPLIES		WWTP Special Supplies	43.50	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4452	JULIA STOCKMAN	07/11/2022	Virtual Payment	0.00	413.00	APA001674

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
008	Invoice	06/30/2022	BALLET CLASSES FOR JUNE 2022	0.00	413.00
100-1550-7040-0000	RECREATION PROGRAMS		BALLET CLASSES FOR JUNE 2022	413.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4577	KRAFTSMAN LP	07/11/2022	Virtual Payment	0.00	21,050.17	APA001675

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
38043	Invoice	06/30/2022	PLAYGROUND & SHADE STRUCTURE FOR	0.00	21,050.17
500-0000-8990-0000	CAPITAL OUTLAY		PLAYGROUND & SHADE STRUCT	21,050.17	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4643	LESBY JERONIMO	07/11/2022	Virtual Payment	0.00	40.00	APA001676

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
RCT R01247774	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00
100-0000-4591-0000	PARKS RENTAL		DEPOSIT REFUND	40.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4597	LN CURTIS AND SONS	07/11/2022	Virtual Payment	0.00	4,272.72	APA001677

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
732175	Invoice	06/30/2022	DEPT SUPPLIES	0.00	4,272.72
100-2100-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	4,272.72	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4439	MARISCAL PAINTING	07/11/2022	Virtual Payment	0.00	22,164.00	APA001678

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name		Item Description	Distribution Amount	
947	Invoice	06/30/2022	RANGEL PARK PREP & PAINT 990LF OF CH	0.00	22,164.00
500-0000-8990-0000	CAPITAL OUTLAY		RANGEL PARK PREP & PAINT 99	22,164.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2892	MOFFATT & NICHOL	07/11/2022	Virtual Payment	0.00	1,242.50	APA001679

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Payment Date / Payment Type / Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
00770147	Invoice	06/30/2022	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	594.00	
	500-0000-7068-0000	CONTRACTUAL SERVICE	CONSULTING SERVICES	594.00		
00770148	Invoice	06/30/2022	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	648.50	
	500-0000-7068-0000	CONTRACTUAL SERVICE	CONSULTING SERVICES	648.50		
1984	NAPA AUTO PARTS	07/11/2022	Virtual Payment	0.00	423.39	APA001680
181332	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	2.68	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	2.68		
181737	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	95.35	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	95.35		
181795	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	15.61	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	15.61		
182116	Credit Memo	06/30/2022	VEHICLE MAINTENANCE	0.00	-239.13	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-239.13		
182216	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	269.36	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	269.36		
182245	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	17.60	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	17.60		
182248	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	94.80	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	94.80		
182336	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	167.12	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	167.12		
1317	OCCUPATIONAL HEALTH CENTERS	07/11/2022	Virtual Payment	0.00	215.00	APA001681
75742686	Invoice	06/30/2022	HIRING COSTS	0.00	215.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	215.00		
4551	OPENAPPS, INC	07/11/2022	Virtual Payment	0.00	46,750.00	APA001682
22-0415-876	Invoice	06/30/2022	RANGEL PARK ELECTRICAL AND LIGHTING	0.00	46,750.00	
	500-0000-8990-0000	CAPITAL OUTLAY	RANGEL PARK ELECTRICAL AND	46,750.00		
2009	O'REILLY AUTO PARTS	07/11/2022	Virtual Payment	0.00	97.71	APA001683
2678-434833	Credit Memo	06/30/2022	VEHICLE MAINTENANCE	0.00	-382.93	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-382.93		
2678-439400	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	13.29	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	13.29		
2678-439619	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	32.30	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	32.30		
2678-439625	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	239.65	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	239.65		
2678-440421	Credit Memo	06/30/2022	VEHICLE MAINTENANCE	0.00	-22.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-22.00		
2678-441817	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	142.47	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	142.47		
2678-441964	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	2.84	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	2.84		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2678-442285	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	59.27	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		59.27	
2678-443294	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	12.82	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.82	
2039	PARKHOUSE TIRE, INC.	07/11/2022	Virtual Payment	0.00	743.35	APA001684
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2030214937	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	743.35	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		743.35	
2871	PARTS AUTHORITY METRO LLC	07/11/2022	Virtual Payment	0.00	227.35	APA001685
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
062-228400	Invoice	06/30/2022	VEHICLE MAINTENANCE	0.00	227.35	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		227.35	
2072	POLYDYNE, INC.	07/11/2022	Virtual Payment	0.00	12,697.07	APA001686
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1654225	Invoice	06/30/2022	CHEMICALS & SUPPLIES	0.00	12,697.07	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES		12,697.07	
2079	PRO-PIPE & SUPPLY	07/11/2022	Virtual Payment	0.00	225.00	APA001687
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
5282117	Invoice	06/30/2022	DEPT SUPPLIES	0.00	225.00	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		225.00	
4610	PRO-WEST & ASSOCIATES, INC	07/11/2022	Virtual Payment	0.00	2,800.00	APA001688
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
006536	Invoice	07/07/2022	GIS TECHINICAL SUPPORT SERVICES 6/16/	0.00	2,800.00	
	600-5150-7072-0000	IT EQUIPMENT REPLACE	GIS TECHINICAL SUPPORT SERVI		2,800.00	
3652	PRUDENTIAL OVERALL SUPPLY	07/11/2022	Virtual Payment	0.00	442.36	APA001689
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
23341442	Invoice	06/30/2022	WW - Prudential Uniforms	0.00	77.58	
	700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms		77.58	
23343982	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	138.71	
	750-7100-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		17.95	
	750-7400-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		37.76	
	750-7600-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		30.24	
	750-7800-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		18.23	
	750-7900-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		11.58	
	750-8300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		22.95	
23344001	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	53.05	
	750-7300-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		53.05	
23344008	Invoice	06/30/2022	Uniform Rental and Cleaning	0.00	95.44	
	100-6050-7065-0000	CITY UNIFORMS	Uniform Rental and Cleaning		95.44	
23344009	Invoice	06/30/2022	WW - Prudential Uniforms	0.00	77.58	
	700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms		77.58	
4052	QUICK RESPONSE FIRE PROTECTION INC	07/11/2022	Virtual Payment	0.00	3,850.00	APA001690

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6279	Invoice	06/30/2022	FIRE SUPPRESSION INSPECTIONS	0.00	3,850.00	
	750-7100-7053-0000	PERMITS, FEES AND LICE	FIRE SUPPRESSION INSPECTION	296.15		
	750-7400-7053-0000	PERMITS, FEES AND LICE	FIRE SUPPRESSION INSPECTION	1,480.75		
	750-7600-7053-0000	PERMITS, FEES AND LICE	FIRE SUPPRESSION INSPECTION	592.30		
	750-7800-7053-0000	PERMITS, FEES AND LICE	FIRE SUPPRESSION INSPECTION	592.30		
	750-7900-7053-0000	PERMITS, FEES AND LICE	FIRE SUPPRESSION INSPECTION	296.15		
	750-8100-7053-0000	PERMITS, FEES AND LICE	FIRE SUPPRESSION INSPECTION	296.15		
	750-8200-7053-0000	PERMITS, FEES, AND LICE	FIRE SUPPRESSION INSPECTION	296.20		
3047	RALPH ANDERSEN & ASSOCIATES	07/11/2022	Virtual Payment	0.00	4,800.00	APA001691
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV-03850	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	4,800.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	4,800.00		
4636	RHEA IDOLYANTES	07/11/2022	Virtual Payment	0.00	40.00	APA001692
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RCT R01241665	Invoice	06/30/2022	DEPOSIT REFUND	0.00	40.00	
	100-0000-4591-0000	PARKS RENTAL	DEPOSIT REFUND	40.00		
4199	ROGERS, ANDERSON, MALODY & SCOTT, LLP	07/11/2022	Virtual Payment	0.00	8,750.00	APA001693
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
70796	Invoice	07/07/2022	FY2023 Audit Services	0.00	8,750.00	
	100-1225-7068-0000	CONTRACTUAL SERVICES	FY2023 Audit Services	8,750.00		
4437	RUSSELL ALEXANDER REASNER	07/11/2022	Virtual Payment	0.00	1,500.00	APA001694
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
156125-000018	Invoice	06/30/2022	PROFESSIONAL SERVICES	0.00	1,500.00	
	100-1200-7900-0000	CONTINGENCY	PROFESSIONAL SERVICES	1,500.00		
1113	RYAN M. WESTBROOK INC	07/11/2022	Virtual Payment	0.00	352.25	APA001695
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
782450	Invoice	06/30/2022	ANIMAL CARE SERVICES	0.00	334.25	
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES	334.25		
782474	Invoice	06/30/2022	ANIMAL CARE SERVICES	0.00	18.00	
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES	18.00		
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	07/11/2022	Virtual Payment	0.00	11,237.45	APA001696
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3903	Invoice	06/30/2022	O&M CHARGE AND PER GALLON DISCHAR	0.00	11,237.45	
	700-4050-7089-0000	BRINE LINE MAINTENANC	O&M CHARGE AND PER GALLO	11,237.45		
2252	SBSD-FBR TRAINING CENTER	07/11/2022	Virtual Payment	0.00	2,800.00	APA001697
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
EVC54547	Invoice	06/30/2022	EMPLOYEE TRAINING	0.00	2,800.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	2,800.00		
2026	SECURITY SIGNAL DEVICES, INC	07/11/2022	Virtual Payment	0.00	1,234.70	APA001698

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payable Description / Account Name	Payment Date / Payment Type / Item Description	Discount Amount / Payable Amount / Distribution Amount	Payment Amount	Number
R-00372305	Invoice	07/07/2022	SECURITY SERVICES		0.00	218.65	
	100-6000-7087-6025		SECURITY - CITY HALL	SECURITY SERVICES		158.40	
	100-6000-7087-6026		SECURITY- CITY HALL BLD	SECURITY SERVICES		60.25	
R-00372376	Invoice	07/07/2022	SECURITY SERVICES		0.00	61.50	
	750-7300-7087-0000		SECURITY SERVICES	SECURITY SERVICES		61.50	
R-00374236	Invoice	07/07/2022	SECURITY SERVICES		0.00	138.00	
	700-4050-7087-005X		SECURITY SERVICES	SECURITY SERVICES		138.00	
R-00375808	Invoice	07/07/2022	SECURITY SERVICES		0.00	163.50	
	700-4050-7087-005X		SECURITY SERVICES	SECURITY SERVICES		163.50	
R-00376520	Invoice	07/07/2022	SECURITY SERVICES		0.00	55.65	
	750-7000-7087-0000		SECURITY SERVICES	SECURITY SERVICES		55.65	
R-00377088	Invoice	07/07/2022	SECURITY SERVICES		0.00	186.50	
	100-6000-7087-6045		SECURITY - COMMUNITY	SECURITY SERVICES		186.50	
R-00378103	Invoice	07/07/2022	SECURITY SERVICES		0.00	58.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT	SECURITY SERVICES		58.25	
R-00378471	Invoice	07/07/2022	SECURITY SERVICES		0.00	113.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT	SECURITY SERVICES		113.25	
R-00379578	Invoice	07/07/2022	SECURITY SERVICES		0.00	179.55	
	700-4050-7087-007A		SECURITY SERVICES	SECURITY SERVICES		179.55	
R-00380739	Invoice	07/07/2022	SECURITY SERVICES		0.00	59.85	
	700-4050-7087-0000		SECURITY SERVICES	SECURITY SERVICES		59.85	
4633	SHAVONNE ANTHONY		07/11/2022	Virtual Payment	0.00	50.00	APA001699
R01246421	Invoice	06/30/2022	DEPOSIT REFUND		0.00	50.00	
	100-1550-7040-0000		RECREATION PROGRAMS	DEPOSIT REFUND		50.00	
3260	SITEONE LANDSCAPE SUPPLY, LLC		07/11/2022	Virtual Payment	0.00	10,606.21	APA001700
116738773-002	Invoice	06/30/2022	Irrigation Materials		0.00	287.64	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	Irrigation Materials		287.64	
117667865-001	Invoice	06/30/2022	Irrigation Materials		0.00	7,916.76	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	Irrigation Materials		7,916.76	
117667865-002	Invoice	06/30/2022	Irrigation Materials		0.00	1,042.96	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	Irrigation Materials		1,042.96	
119332268-001	Invoice	06/30/2022	Irrigation Materials		0.00	1,358.85	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES	Irrigation Materials		1,358.85	
2309	SOUTH COAST AQMD		07/11/2022	Virtual Payment	0.00	620.61	APA001701
4012318	Invoice	07/07/2022	ANNUAL RENEWAL FEES		0.00	468.76	
	700-4050-7022-0000		LICENSE, PERMITS, FEES	ANNUAL RENEWAL FEES		468.76	
4015275	Invoice	07/07/2022	EMISSIONS FEES		0.00	151.85	
	700-4050-7022-0000		LICENSE, PERMITS, FEES	EMISSIONS FEES		151.85	
3400	T.E. ROBERTS, INC		07/11/2022	Virtual Payment	0.00	42,960.00	APA001702
4336	Invoice	06/30/2022	PRESSURE TESTING OF EXISTING SEWER F		0.00	24,400.00	
	710-0000-7068-0000		CONTRACTUAL SERVICE	PRESSURE TESTING OF EXISTING		24,400.00	
4399	Invoice	06/30/2022	GRADE & INSTALL 10'X10' CONCRETE PAD		0.00	18,560.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	700-4050-8030-0000 CAPITAL IMPROVEMENT		GRADE & INSTALL 10'X10' CONC		18,560.00	
2405	THE COUNSELING TEAM	07/11/2022	Virtual Payment	0.00	300.00	APA001703
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
82659	Invoice 06/30/2022 HIRING COSTS			0.00	300.00	
	100-1240-6050-0000 RECRUITMENT AND HIRI		HIRING COSTS		300.00	
2411	THE M & M GROUP	07/11/2022	Virtual Payment	0.00	10,000.00	APA001704
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
1499	Invoice 06/30/2022 Cherry Festival Stage			0.00	10,000.00	
	100-1200-7068-0000 CONTRACTUAL SERVICES		Cherry Festival Stage		10,000.00	
2455	TURBOSCAPE, INC.	07/11/2022	Virtual Payment	0.00	16,500.00	APA001705
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
12326	Invoice 06/30/2022 Mulch			0.00	16,500.00	
	100-6050-7070-0000 SPECIAL DEPT SUPPLIES		Mulch		16,500.00	
2457	TYLER WORKS - TECHNOLOGIES	07/11/2022	Virtual Payment	0.00	125,736.00	APA001706
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
025-375045	Invoice 07/07/2022 Tyler Tech ERP			0.00	125,686.00	
	100-1230-7071-0000 SOFTWARE		Tyler Tech ERP		125,686.00	
025-382936	Invoice 07/07/2022 SOFTWARE			0.00	50.00	
	100-1230-7071-0000 SOFTWARE		SOFTWARE		50.00	
2460	ULINE	07/11/2022	Virtual Payment	0.00	845.45	APA001707
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
150088569	Invoice 06/30/2022 WWTP SPECIAL DEPT SUPPLIES			0.00	845.45	
	700-4050-7070-0000 SPECIAL DEPT SUPPLIES		WWTP SPECIAL DEPT SUPPLIES		845.45	
2461	UNDERGROUND SERVICE ALERT	07/11/2022	Virtual Payment	0.00	209.65	APA001708
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
620220050	Invoice 07/07/2022 DIG ALERT - SEWER			0.00	209.65	
	700-4050-7068-0000 CONTRACTUAL SERVICES		DIG ALERT - SEWER		209.65	
2484	VERIZON	07/11/2022	Virtual Payment	0.00	53.92	APA001709
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
9908577722	Invoice 07/07/2022 PHONE UTILITY			0.00	53.92	
	100-1230-7015-6040 TELEPHONE (POLICE DPT)		PHONE UTILITY		53.92	
2490	VERIZON BUSINESS SERVICE	07/11/2022	Virtual Payment	0.00	1,553.66	APA001710
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
72253329	Invoice 07/07/2022 PHONE UTILITY			0.00	1,553.66	
	100-1230-7015-6040 TELEPHONE (POLICE DPT)		PHONE UTILITY		1,553.66	
2518	VULCAN MATERIALS	07/11/2022	Virtual Payment	0.00	457.50	APA001711
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
Account Number	Account Name		Item Description	Distribution Amount		
73289636	Invoice 06/30/2022 DEPT SUPPLIES			0.00	457.50	
	100-3250-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES		457.50	
2556	XYLEM WATER SOLUTIONS, INC	07/11/2022	Virtual Payment	0.00	77,428.25	APA001712

Check Report **Date Range: 07/02/2022**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3556C28723	Invoice	06/30/2022	Lower Oak Lift Station Replacement	0.00	77,428.25	
	700-4050-8040-0000	EQUIPMENT	Lower Oak Lift Station Replacem	77,428.25		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	5	0.00	10,495.55
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	186	1	0.00	25,336.37
Virtual Payments	152	90	0.00	526,898.87
	344	**96**	**0.00**	**562,730.79**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	5	0.00	10,495.55
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	186	1	0.00	25,336.37
Virtual Payments	152	90	0.00	526,898.87
	344	**96**	**0.00**	**562,730.79**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2022	562,730.79
			562,730.79

Staff Report

TO: City Council

FROM: Robert Vestal, Assistant Public Works Director

DATE August 02, 2022

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

Plot Plan No. 2019-0223 / 674215565 / Streets

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements.

On October 08, 2019, the Planning Commission approved the development and operation of an affordable, rental, apartment complex for low-income households. The complex consists of two (2) three story buildings that includes a total of 24 two-bedroom units, 23 three-bedroom units and 1 three-bedroom managers unit, 28 parking spaces, a 1,752 square foot community building and 10,801 square feet of open space. The site is a 1.5-acre parcel located on the east side of Allegheny Avenue, north of 6th Street in the Commercial General (CG) zone and the 6th Street overlay, and is part of Planning Area 7 as identified in the City of Beaumont Housing Element. Refer to Figure 1 for location of Plot Plan No. 2019-0223.

Figure 1 - Location of PP#2019-0223

Table No. 1 provides a summary of bonds that are recommended to be accepted. The summary includes the project, bond number, improvement type, Public Works project number, Public Works plan number, and the principal. For each item, the principal has provided a security agreement and security in the form of a bond for the public improvements. The agreement has been reviewed by staff and found to be consistent with the Beaumont Municipal Code.

Table No. 1 – Summary of Bonds recommended to be accepted.

Project	Bond Number	Improvement	PW Project Number	Plan Number	Principal
Plot Plan No. 2019-0223	674215565	Streets	PW2021-0718	3412	Linc-Beaumont 2 APTS, LP

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350. All work associated with the bonds will be completed at developer's expense. The City is not liable for public improvement maintenance until the public improvements are accepted into the publicly maintained system.

Recommended Action:

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

- Plot Plan No. 2019-0223 / 674215565 / Streets

Attachments:

A. PW2021-0718 - Agreement, Bonds and Plans

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
Plot Plan No. 2019-0223

DATE OF AGREEMENT: June 6, 2022

NAME OF SUBDIVIDER: LINC-Beaumont 2 APTS, LP, a California limited partnership. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: LINC-Beaumont 2 APTS, LP subdivision consisting of 1 residential lots, Plot Plan No. 2019-0223, originally approved on 10/8/2019, and Tentative Tract N/A ("Tract" or "Tentative Tract Map"), originally approved on N/A.

FINAL TRACT MAP N/A APPROVED ON N/A RECORDED ON N/A AS INSTRUMENT NUMBER: N/A ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ 34,000 (see Exhibit "B")	$ N/A (see Exhibit "B")	$ N/A (see Exhibit "B")

BOND NUMBERS: 674215565

LETTER OF CREDIT NUMBERS: N/A

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and LINC-Beaumont 2 APTS, LP a California limited partnership, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) Thirty Four Thousand and 00/100 DOLLARS ($34,000) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) Thirty Four Thousand and 00/100 DOLLARS ($34,000) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) Three Thousand Four Hundred and 00/100 DOLLARS ($3,400) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

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

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

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

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

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

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

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless.

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

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

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

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

18. Sale or Disposition of Subdivision; Assignment.

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	LINC-Beaumont 2 APTS, LP 3590 Elm Avenue, Long Beach, CA Attn: President

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

By: _____
Suny Lay Chang, President & Chief Operating Officer of Linc Housing Corporation, Manager of LINC-Beaumont 2 APTS, LLC, general partner of LINC-Beaumont 2 APTS, LP

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

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

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

EXHIBIT A

Legal Description Per PTR:

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

EXHIBIT B

Approved
NV5
03/07/2022

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: PP2019-0223 / PW2021-0718
DATE: 25-Feb-22

PP, CUP NO.: PP2019-0223 BY: Dan Krief, PE

IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURITY (of Estimated Construction Costs)	100% 100%
Streets/Drainage	$	32,576.05
Sewer	$	1,265.00
Total	$	33,841.05
Warranty Retension (22.5%)	$	7,614.24
Street/Drainage Plan Check Fees =	$	1,416.35
Sewer Plan Check Fees =	-	
Street Inspection Fees =	$	2,124.53
Sewer Inspection Fees =	-	

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [x] include additional 20% for recordation prior to having signed plans

Engineer's Signature

25-Feb-22
Date

Dan Krief
Name typed or printed

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (2,782 SF)	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
-	S.F.	Grinding A.C. in place	$ 1.00	$ -
820	S.F.	Remove A.C. Pavement	$ 1.00	$ 820
-	L.F.	Remove Curb and Gutter	$ 6.00	$ -
-	L.F.	Remove A.C. Dike	$ 3.00	$ -
-	S.F.	Remove Sidewalk	$ 3.00	$ -
245	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ 490
2,321	S.F.	Cold Plane A.C. Pavement	$ 1.00	$ 2,321
-	E.A.	Relocate Mailbox	$ 250.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	L.F.	Remove Chain Link Fence	$ 2.50	$ -
0	EA.	Remove Barricade	$ 200.00	$ -
-	TON	Asphalt Concrete - 144 lbs/cu. Ft. (On-Site SF @ AC thickness Ft.)	$ 90.00	$ -
-	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	$ 50.00	$ -
-	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (OnSite SF) apply at 0.05 + 0.03 = 0.08 gal/SY	$ 600.00	$ -
-	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.00	$ -
-	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
135	L.F.	Curb and Gutter (SPPWC Type A2-6)	$ 10.00	$ 1,350
-	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
-	L.F.	Type "C" Curb	$ 10.00	$ -
-	L.F.	Type "D" Curb	$ 15.00	$ -
-	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
-	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
-	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
1,287	S.F.	P.C.C. Sidewalk	$ 6.00	$ 7,722
523	S.F.	P.C.C. Drive Approach	$ 8.00	$ 4,184
1	EA.	Handicapped Access Ramp	$ 1,500.00	$ 1,500
-	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
2,321	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ 9,284
82	S.F.	Concrete Alley Apron	$ 8.00	$ 656
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	EA.	Street Name Sign	$ 275.00	$ -
-	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 45.00	$ -
-	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 60.00	$ -
-	L.F.	Barricades	$ 28.00	$ -
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
-	L.F.	Chain Link Fence (6')	$ 12.00	$ -
-	L.F.	Remove Fence	$ 4.00	$ -
-	EA.	Relocate Power Pole	$ 10,000.00	$ -
-	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
-	EA.	Street Trees (15 gallon)	$ 150.00	$ -
-	L.S.	Landscape and Irrigation	$ -	$ -
-	EA.	Concrete Bulkhead	$ 200.00	$ -
-	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
-	EA.	Slope Anchors for Pipes	$ 300.00	$ -
-	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
-	EA.	A.C. Overside Drain	$ 500.00	$ -
-	EA.	Under Sidewalk Drain Std. 309	$ 2,000.00	$ -
-	EA.	Flat Outlet Drainage Structure Std. 303	$ 500.00	$ -
-	EA.	Curb Outlet Drainage Structure Std. 308	$ 500.00	$ -
-	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
-	S.F.	Interceptor Drains	$ 6.50	$ -
-	EA.	"STOP" Pavement Marking	$ 200.00	$ -
-	L.F.	Limit Line	$ 2.00	$ -
-	EA.	R1 "STOP SIGN"	$ 250.00	$ -
-	EA.	W53 "NOT A THROUGH STREET"	$ 250.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ -
-	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ -
-	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ -
-	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ -
-	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ -
-	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ -
-	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 75.00	$ -
-	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ -
-	L.F.	18" R.C.P.	$ 60.00	$ -
-	L.F.	24" R.C.P.	$ 70.00	$ -
-	L.F.	30" R.C.P.	$ 80.00	$ -
-	L.F.	36" R.C.P.	$ 90.00	$ -
-	L.F.	42" R.C.P.	$ 100.00	$ -
-	L.F.	48 " RCP	$ 110.00	$ -
-	L.F.	54" RCP	$ 135.00	$ -
-	L.F.	60" RCP	$ 160.00	$ -
-	L.F.	72" RCP	$ 200.00	$ -
-	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
-	EA.	Drain Basin	$ 400.00	$ -
-	EA.	Curb Outlet	$ 3,000.00	$ -
-	EA.	Fossil Filters	$ 500.00	$ -
-	EA.	18" C.M.P. Wye	$ 500.00	$ -
-	EA.	Riprap Headwall	$ 1,000.00	$ -
-	EA.	Concrete Collar	$ 250.00	$ -
-	EA.	Outlet Structure	$ 10,000.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	60" C.S.P.	$ 115.00	$ -
-	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
-	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
-	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
-	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
-	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
-	EA.	Type IX Inlet	$ 2,500.00	$ -
-	EA.	Type X Inlet	$ 2,500.00	$ -
-	EA.	Junction Structure No. 1	$ 3,000.00	$ -
-	EA.	Junction Structure No. 2	$ 2,500.00	$ -
-	EA.	Junction Structure No. 6	$ 3,700.00	$ -
-	EA.	Transition Structure No. 1	$ 2,000.00	$ -
-	EA.	Transition Structure No. 3	$ 2,700.00	$ -
-	EA.	Manhole No. 1	$ 2,700.00	$ -
-	EA.	Manhole No. 2	$ 3,300.00	$ -
-	EA.	Manhole No. 3	$ 2,700.00	$ -
-	EA.	Manhole No. 4	$ 5,000.00	$ -
-	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
-	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
-	EA.	Headwall	$ 5,000.00	$ -
-	L.S.	Remove & Dispose of Interferring 30" Storm Drain and 36" Riser	$ 500.00	$ -
-	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
-	L.F.	Concrete Bulkhead	$ 25.00	$ -
-	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
-	EA.	Remove Existing Headwall	$ 1,000.00	$ -
-	EA.	Local Depression per RCTD Std 311 Case B	$ 1,200.00	$ -
-	EA.	Local Depression per RCTD Std 311 Case C	$ 1,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	EA.	Water Quality Structure	$ 2,500.00	$ -
-	LS	Concrete Inlet Apron	$ 11,000.00	$ -
-	LS	Emergency Spillway	$ 27,000.00	$ -
-	LS	84" Storm Drain Grate	$ 8,500.00	$ -
-	SF	3' Wide V-Gutter	$ 4.00	$ -
-	LS	Signal & Lighting	$ 100,000.00	$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 28,327
B.	Contingency (15%)	$ 4,249
C.	Streets/Drainage Total (A + B)	$ 32,576

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: PP2019-0223 / PW2021-0718 DATE: 25-Feb-22

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" P.V.C. (45 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
23	L.F.	6" V.C.P.	$ 25.00	$ 575
-	L.F.	8" V.C.P.	$ 30.00	$ -
-	L.F.	10" V.C.P.	$ 35.00	$ -
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
-	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
-	EA.	Drop Manholes	$ 4,000.00	$ -
-	EA.	Cleanouts	$ 500.00	$ -
1	EA.	Sewer Y's	$ 25.00	$ 25
-	EA.	Chimneys	$ 400.00	$ -
1	EA.	Adjust M.H. to grade	$ 500.00	$ 500
-	L.F.	Concrete Encasement	$ 35.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	L.S.	Sewer Lift Station	$ -	$ -
-	EA.	Backflow prevention device	$ 250.00	$ -
				$ -
				$ -

A.	Subtotal	$ 1,100
B.	Contingency (15% x A)	$ 165
C.	Sewer Total (A + B)	$ 1,265

Bond No. 674215565

Premium: $714.00

Project: PP2019-0223 / PW2021-0718 Off-Site Street Improvements

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and LINC-Beaumont 2 APTS, LP, a California limited partnership (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated February 25, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. , which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Thirty Four Thousand and 00/100 dollars ($ 34,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 23, 2022.

(Seal)

Liberty Mutual Insurance Company

SURETY

By: _____

Name: Jennifer L. Clampert - CA License #0G90595

Title: Attorney-in-Fact

Address: 175 Berkeley Street

Boston, MA 02116

(Seal)

LINC-Beaumont 2 APTS, LP, a California limited partnership

PRINCIPAL

By: _____

Name: Suny Lay Chang

Title: President & Chief Operating Officer of Linc Housing Corporation, Manager of LINC-Beaumont 2 APTS, LLC, its general partner

By: N/A

Name: N/A

Title: N/A

Address: 3590 Elm Avenue

Long Beach, CA 90807

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

Bond No. 674215565

Premium: Included in the cost of the Performance Bond

Project: PP2019-0223 / PW2021-0718
Off-Site Street Improvements

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and LINC-Beaumont 2 APTS, LP, a California limited partnership (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated February 25, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Thirty Four Thousand and no/100 dollars ($34,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 23, 2022.

(Seal)

Liberty Mutual Insurance Company

SURETY

By: _____

Name: Jennifer L. Clampert - CA License #0G90595

Title: Attorney-in-Fact

Address: 175 Berkeley Street

Boston, MA 02116

(Seal)

LINC-Beaumont 2 APTS, LP a California limited partnership

PRINCIPAL

By: _____

Name: Suny Lay Chang

Title: President & Chief Operating Officer of Linc Housing Corporation, Manager of LINC-Beaumont 2 APTS, LLC, its general partner

By: N/A

Name: N/A

Title: N/A

Address: 3590 Elm Avenue

Long Beach, CA 90807

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF COLORADO
COUNTY OF DENVER } SS

On March 23 2022 before me Lindsey Minutillo

PERSONALLY APPEARED Jennifer L. Clampert

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

WITNESS my hand and official seal.

Signature
Lindsey Minutillo

My Commission Expires: April 19, 2025

LINDSEY MINUTILLO
Notary Public
State of Colorado
Notary ID # 20174017004
My Commission Expires 04-19-2025

This area for Official Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S)
- ☐ LIMITED
- ☐ GENERAL
- ☒ ATTORNEY-IN- FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Liberty Mutual Insurance Company

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OF TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

ALL PURPOSE ACKNOWLEDGEMENT

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Los Angeles }

On June 6.2022 before me, Danielle Morales, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Suny Lay Chang
Name(s) of Signer(s)

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

DANIELLE MORALES
Notary Public - California
Los Angeles County
Commission # 2353303
My Comm. Expires Mar 29, 2025

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

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CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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State of California
County of Los Angeles }

On June 6, 2022 before me, Danielle Morales. Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Suny Lay chang
Name(s) of Signer(s)

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

DANIELLE MORALES
Notary Public - California
Los Angeles County
Commission # 2353303
My Comm. Expires Mar 29, 2025

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

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☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204735-965013**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Coonts; Brandi J. Tetley; Danielle Waring; David Dondlinger; Jennifer L. Clampert; Kristen Moore; Michael Lischer, Jr.; Nicole L. McCollam; Sarah Finn; Sheryll Shaw

all of the city of Denver state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of January, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of January, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of March, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF BEAUMONT, CALIFORNIA
LINC HOUSING CORPORATION
ALLEGHENY AVE. APARTMENTS OFFSITE STREET IMPROVEMENT

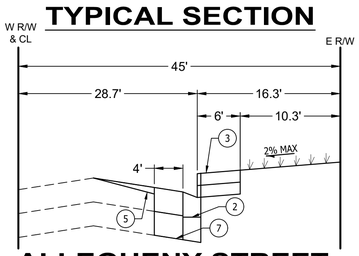
GENERAL NOTES

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

TYPICAL SECTION



ALLEGHENY STREET
CROSS SECTION (PUBLIC)
NOT TO SCALE

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

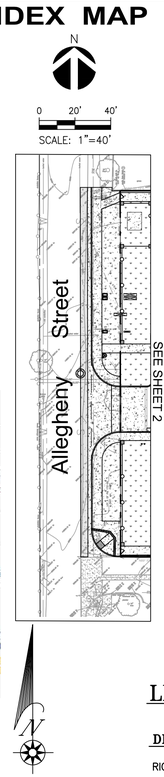
NOTE

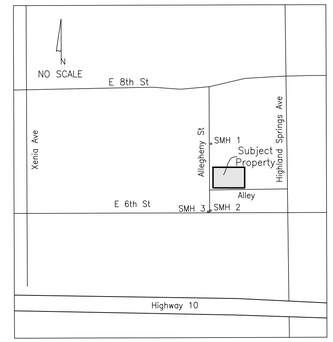
1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

STREET NOTES

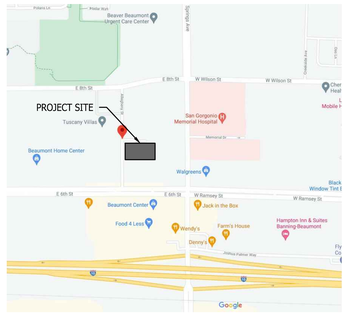
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS REQUIRED BY THE CONDITIONS OF APPROVAL. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PERMITS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOILS ARE ENCOUNTERED.
8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TIE TO EXISTING CENTERLINE OF RIGHT-OF-WAY. PRIOR TO ROAD CONSTRUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS, TIE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION 8771 OF THE BUSINESS & PROFESSIONAL CODE. SURVEY POINTS DESTROYED DURING CONSTRUCTION SHALL BE RESET, AND A SECOND CORNER RECORD FILED FOR THOSE POINTS PRIOR TO COMPLETION AND ACCEPTANCE OF THE IMPROVEMENTS.
9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTIONS 37, 39 AND 94 OF THE STATE STANDARD SPECIFICATIONS.
10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
13. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACILITY AND ADD PERMITEE # ON THE PLAN.
14. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
15. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
16. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
17. FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

INDEX MAP





VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

LEGEND

DESCRIPTION	DWG. NO.	SYMBOL	QUANTITY
RIGHT-OF-WAY, R/W	N/A		N/A
EXISTING SEWER		SS	
EXISTING WATER	N/A	W	
EXISTING CONTOUR	N/A		N/A
EXISTING WALL	N/A		N/A
CURB & GUTTER	401		
CENTERLINE, CL	N/A		N/A
CONCRETE			
ADA RAMP	403		1
EXISTING GAS	N/A	G	N/A
NEW FIRE HYDRANT	BCVWD PLATE 1		1
AC PAVING			
COLDMILL AND AC OVERLAY			

OWNER/APPLICANT:

LINC HOUSING CORPORATION
3590 ELM AVE.
LONG BEACH, CA 90807

ASSESSOR'S PARCEL NO.

419-150-050

LEGAL DESCRIPTION:

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

SITE ADDRESS:

680 ALLEGHENY AVE.

INDEX OF SHEETS

SHEET 1 – TITLE SHEET – GENERAL NOTES
SHEET 2 – ALLEGHENY ST PLAN & PROFILE

WORK TO BE DONE

THE IMPROVEMENT WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS, CURRENT AT THE TIME OF CONSTRUCTION, AS DIRECTED BY THE CITY ENGINEER.

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO PLOT PLAN PP2019-0223, DATED OCTOBER 8, 2019.
5. SOILS REPORT AND RECOMMENDATIONS BY GEOCON WEST INC., DATED APRIL 13, 2021.

"DECLARATION OF RESPONSIBLE CHARGE"

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

FIRM: DK ENGINEER CORP.
ADDRESS: 6420 WILSHIRE BLVD. SUITE 1000
CITY, ST.: LOS ANGELES, CA 90048
TELEPHONE: 909.559.7361
BY: DAN KRIEF, PE C76041 DATE: 10/19/2021
(NAME OF ENGINEER & RCE)

ALL STANDARD DRAWINGS ARE COUNTY OF RIVERSIDE ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS UNLESS NOTED OTHERWISE:
* RCFC&WCD STANDARD MANUAL
** EMWD SEWER STANDARD DRAWINGS
*** STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK: CITY OF BEAUMONT
DESCRIPTION: NO. 400
FOUND 3-1/4" MWD STANDARD ALUMINUM DISK SET FLUSH IN CONCRETE BRIDGE ABUTMENT IN BANNING. AT THE NORTHWEST BRIDGE ABUTMENT FOR SOUTHERN PACIFIC RAILROAD OVER HIGHLAND SPRINGS AVE., 60 FEET WEST OF THE CENTERLINE OF HIGHLAND SPRINGS AVE., 20 FEET OF THE NORTH RAIL OF RAILROAD.
ELEV.= 2573.37 (1986)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

DKE — DK ENGINEER, CORP
6420 WHILSHIRE BLVD #1000
LOS ANGELES, CA 90048
310.926.0248

DAN KRIEF, PE
R.C.E. C76041
01.13.2022
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — DAN DOV KRIEF — No. C76041 — CIVIL — STATE OF CALIFORNIA

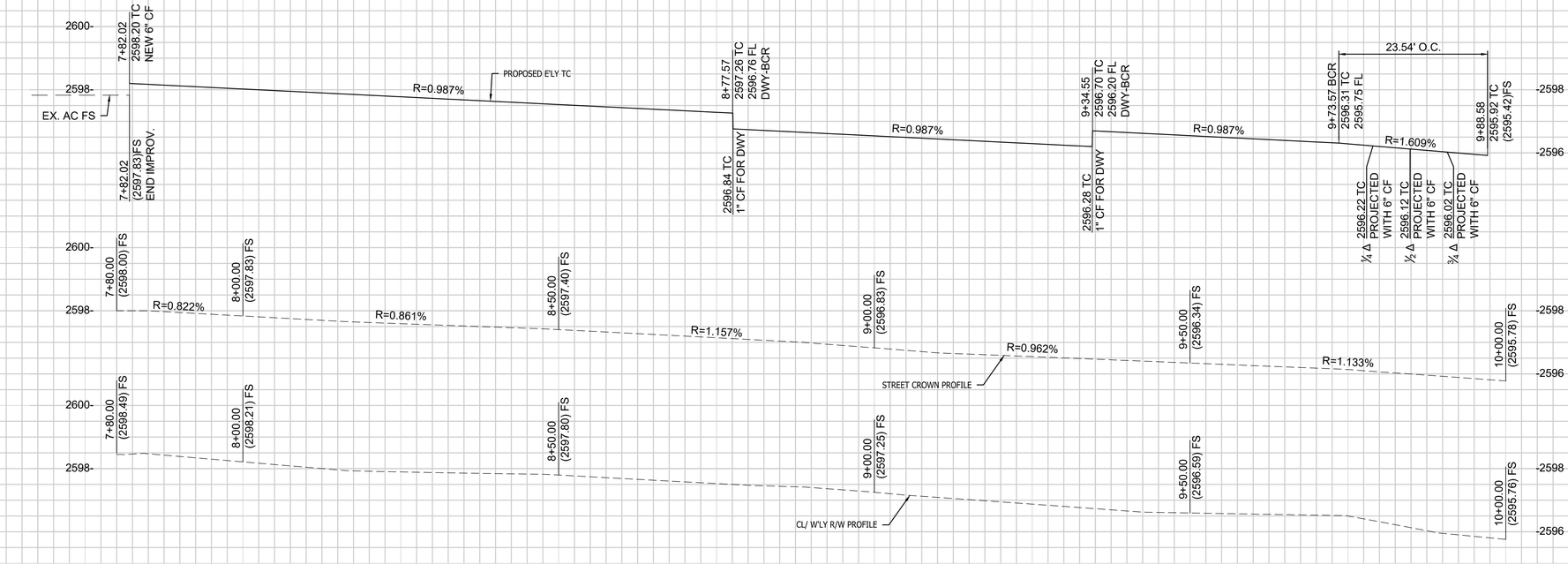
DESIGN BY: FG/MP
DRAWN BY: PN/SS
CHECKED BY: DK
SCALE: AS SHOWN
DATE: 07/01/21
JOB NUMBER:

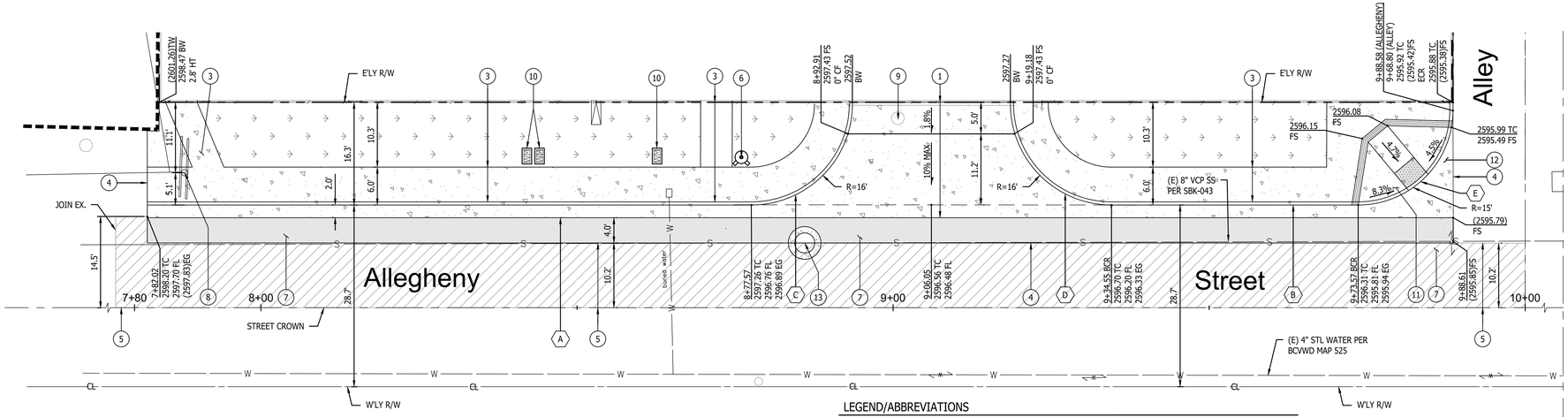
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

Reviewed By: Staff Engineer — Date: 1/18/2022
Recommended for Approval By: Administrative Engineer — Date: 1/18/2022
Approved By: City Engineer/Director of Public Works — Date: 02/07/22

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
LINC ALLEGHENY APARTMENT
TITLE SHEET

SHEET 1 OF 2 SHEETS
FILE NO: 3412





LINE #	LENGTH	BEARING
A	95.55 FT	N0°04'30"W
B	39.02 FT	N0°04'30"W

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C	90°0'02"	16'	25.15'	16.00'
D	90°4'37"	16'	25.15'	16.00'
E	89°55'30"	15'	23.54'	14.98'

LEGEND/ABBREVIATIONS

TC	TOP OF CURB
FL	FLOWLINE
EG	EDGE OF GUTTER
BW	BACK OF WALK
FS	FINISHED SURFACE
FG	FINISHED GRADE
INV	INVERT
RW	RIGHT OF WAY LINE
BRC	BEGIN REVERSE CURVE
PRC	POINT OF REVERSE CURVE
ERC	END REVERSE CURVE

SAWCUT
CONCRETE CURB & GUTTER
WATER METER (BY WATER DISTRICT)
AC PAVING
AC GRIND AND OVERLAY (2"MIN)
PLANTING
FIRE HYDRANT
ADA RAMP

CONSTRUCTION NOTES AND QUANTITY ESTMATES

NO.	DESCRIPTION	UNIT	QUANTITY
1	CONSTRUCT COMMERCIAL DRIVEWAY PER COUNTY OF RIVERSIDE STD PLAN 207A	SF	523
2	CONSTRUCT TYPE A-6 CURB AND GUTTER PER COUNTY OF RIVERSIDE STD PLAN 200	LF	135
3	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STD PLAN 401	SF	1,287
4	SAWCUT AND REMOVE	LF	245
5	COLDMILL AC PAVEMENT (2" MIN) AND REPAVE VARIABLE THICKNESS AC PAVEMENT PER SSPWC SECTION 404.	SF	2,321
6	FIRE HYDRANT INSTALLATION PER SEPARATE PLAN	EA	1
7	CONSTRUCT 4" AC OVER 9" AGGREGATE BASE OR MATCH EXISTING SECTION. WHICHEVER IS GREATER	SF	820
8	EXISTING POWER POLE TO BE PROTECTED IN PLACE	EA	1
9	EXISTING STREET TREE TO BE REMOVED	EA	1
10	WATER METERS PER SEPARATE PLAN CHECK AND PERMIT	EA	3
11	INSTALL CASE A CURB RAMP PER COUNTY OF RIVERSIDE STD PLAN 403.	EA	1
12	INSTALL CONCRETE ALLEY APRON PER RIVERSIDE STD PLAN 500.	SF	82
13	SEWER MANHOLE TO BE RAISED TO GRADE PER SEPARATE PLAN CHECK AND PERMIT.	EA	1

DIGALERT Call 2 Working Days Before You Dig! 811

BENCHMARK:
RIVERSIDE BM C-3 (0.25 MILES S ON BEAUMONT AVE. FROM INT BEAUMONT AVE AND 6TH ST. APPROX 37 FT W/O CL BEAUMONT AVE @ SE OF BRIDGE CROSSING HWY 60, 2 FT E/O SIDEWALK, 1 FT E/O CONC, DSK C-3
ELEV. 2606.07, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
	1			
ENGINEER		REVISIONS		CITY

DKE
DK ENGINEER, CORP
6420 WHILSHIRE BLVD #1000
LOS ANGELES, CA 90048
310.926.0248

ENGINEER OF WORK R.C.E. — 01.13.2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — DAN DOV KA LEV — No. C76044 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: MP
DRAWN BY: BS
CHECKED BY: DK
SCALE:
DATE: 11/2/16
JOB NUMBER: SF 16-3804

Reviewed By: _____ Staff Engineer — Date: 1/18/2022
Recommended for Approval By: _____ Administrative Engineer — Date: 1/18/2022
Approved By: _____ City Engineer/Director of Public Works — Date: 02/07/22

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
IMPROVEMENT PLANS FOR:
LINC ALLEGHENY APARTMENTS
ALLEGHENY ST PLAN AND PROFILE

SHEET 2 OF 2 SHEETS
FILE NO: 3412

Staff Report

TO: City Council

FROM: Robert Vestal, Assistant Public Works Director

DATE August 02, 2022

SUBJECT: **Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds, and Accept Maintenance Bonds**

Background and Analysis:

The City requires all developers to provide construction security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and survey monumentation. After the improvements are constructed, City staff verifies that no liens have been filed, that the improvements are completed in accordance with the project's conditions of approval, design standards, and City requirements, and that all punch list items have been addressed. Once verified, City Council may exonerate the construction security and accept a one-year maintenance security.

During the one-year maintenance period, the developer maintains all associated improvements. After the one-year term has elapsed, the developer may petition the City Council to accept the improvements into the publicly maintained system and exonerate the maintenance security.

The principals are requesting that the performance and payment bonds listed in table No. 1 be exonerated and that the City Council accept the corresponding maintenance bond for a period not less than one year.

City staff has verified that no liens have been filed, that the improvements were constructed in accordance with the project's conditions of approval, design standards, and City requirements, and that all punch list items had been addressed.

Table No. 1 – Summary of Bonds recommended to be exonerated.

Project	Performance Bond Number	Improvement	File Number	Maintenance Bond Number	Principal
Tract Map No. 37426	0216988	Street	3199	0216988-M	Tri Pointe Homes IE-SD, Inc.
Tract Map No. 31462-7	PB00535000069	Monuments	PW2020-0451	N/A	Woodside 05S, LP
Tract Map No. 31462-7	PB00535000068	Street, Sewer, & Storm Drain	2040, 2038, & 2039	PB00535000068-M	Woodside 05S, LP

Therefore, City staff recommends that City Council accept the maintenance bonds and authorize City staff to issue a bond exoneration letter for the performance and payment bonds.

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350. The developer maintains all associated improvements during the maintenance period. The City is not liable for public improvement maintenance until the public improvements are accepted into the publicly maintained system.

Recommended Action:

Authorize City staff to issue a Bond Exoneration Letter for Performance and Payment Bonds and Accept Maintenance Bonds for (Project / Bond Number / Improvement / Maintenance Bond Number):

- Tract Map No. 37426 / 0216988 / Street / 0216988-M
- Tract Map No. 31462-7 / PB00535000069 / Monuments
- Tract Map No. 31462-7/ PB00535000068 / Street, Sewer, & Storm Drain / PB00535000068-M

Attachments:

A. PW2022-0817 – Bond Exoneration Packet
B. PW2020-0451 – Bond Exoneration Packet
C. 16-3770 – Bond Exoneration Packet

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2022-0817
Receipt No. R01216870
Fee $ $3,484.43
Date Paid 2/3/2022

BOND EXONERATION APPLICATION

Bond Type: ☑ Performance ☐ Maintenance ☐ Final Monument Inspection ☐ Other: _____

1. Contact's Name Rick Rush Phone (951) 539-5294

2. Contact's Address 1250 Corona Pointe Court Suite 600 Corona, CA 92879
City/State/Zip

5. Contact's E-mail rick.rush@tripointehomes.com

3. Developer Name Tripointe Homes Phone (951) 428-4410
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 1250 Corona Pointe Court Suite 600 Corona, CA 92879
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
Bond No. 0216988
Tract 37426 (Locals) Street Improvement Performance Bond
File No. 3199

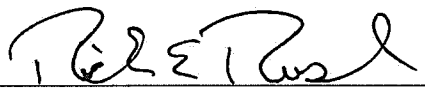
6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Rick Rush 01/27/2022
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Rick Rush 01/27/2022
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Rick Rush  01/27/2022

Print Name and Sign – Contact/Applicant Date

Rev. 02/25/2015

Basic Gov (Sales Force) # PW2018-0090
File # 3199

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 37426)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and Pardee Homes, a California company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37426, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and Sundance PA 13 Street Improvement.

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

_____
Date

DEVELOPER

By _____

7-23-18
Date

Title: Jeffrey R. Chambers
Vice President Development

Address: 1250 Corona Pointe Ct. #600
Corona, CA 92879

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On July 23, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Bond No. 0216988
Premium: $1,529.00

Basic Gov (Sales Force) # _____
File # _____

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Pardee Homes (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July, 20, 2018 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Sundance PA 13 Street Improvements Tract 37426 which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Berkley Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Fifty Nine Thousand Eight * dollars ($359,846.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.
*Hundred Forty Six and 50/100---

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 18, 2018.

PRINCIPAL:	SURETY:
Pardee Homes	Berkley Insurance Company
By _____	By _____
Title _____	Title Janina Monroe, Attorney-In-Fact
Jeffrey R. Chambers Vice President Development	

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On JUL 18 2018 before me, Mariana Lopez, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Mariana L

Notary Public Signature (Notary Public Seal)

MARIANA LOPEZ
Notary Public - California
Orange County
Commission # 2213241
My Comm. Expires Sep 9, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond
(Title or description of attached document)

0216988
(Title or description of attached document continued)

Number of Pages 1 Document Date 7/18/18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On July 20, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

No. BI-7798a

Item 6.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

(Seal)

Attest:

By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of JUL 18 2018, _____.

(Seal)

_____
Andrew M. Tuma

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Bond No. 0216988
Premium is included in the cost of the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Pardee Homes (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 20, 20 18 whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Sundance PA 13 Street Improvements Tract 37426 which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Three Hundred Fifty Nine * dollars ($ 359,846.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand Eight Hundred Forty Six and 50/100---

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 18, 20 18.

PRINCIPAL:

Pardee Homes

By _____

Title Jeffrey R. Chambers
Vice President Development

SURETY:

Berkley Insurance Company

By _____

Title Janina Monroe, Attorney-In-Fact

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On JUL 18 2018 before me, Mariana Lopez, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

MARIANA LOPEZ
Notary Public - California
Orange County
Commission # 2213241
My Comm. Expires Sep 9, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond
(Title or description of attached document)

0216988
(Title or description of attached document continued)

Number of Pages 1 Document Date 7/18/18

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ACKNOWLEDGMENT

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State of California
County of Riverside)

On July 20, 2018 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

No. BI-7798a

Item 6.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe, Paul Boucher, Thomas G. McCall, Michelle Haase, Dennis E. Langer or Timothy J. Noonan of Lockton Insurance Brokers, LLC, A Division of Lockton Companies, LLC of Irvine, California*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of July, 2013.

Attest:

(Seal)

By _____
Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of July, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this _____ day of JUL 18 2018, _____.

(Seal)

_____
Andrew M. Tuma

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Bond No. 0216988-M
Premium is included in Performance Bond.

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and Tri Pointe Homes IE-SD, Inc. formerly known as Pardee Homes (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated July 23, 2018, and identified as Sundance PA 13 Tract 37426 Street Improvements is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and Berkley Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of *** dollars ($ 35,984.65) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents. ***Thirty-Five Thousand Nine Hundred Eighty-Four and 65/100**

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 11th DAY OF July 2022.

(Seal)

(Seal)

SURETY Berkley Insurance Company

By: Michelle Haase

Michelle Haase, Attorney-in-Fact

(Name)

(Address)

4 Hutton Centre Drive, Suite 640

Santa Ana, CA 92707

Not Applicable

Tri Pointe Homes IE-SD, Inc., formerly known as Pardee Homes

PRINCIPAL

By: Michael C Taylor

Division President

(Name)

(Title)

(Address)

1250 Corona Pointe Court, Suite 600

Corona, CA 92879

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

California All-Purpose Certificate of Acknowledgment

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

State of California
County of Riverside } s.s.

On July 12, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On JUL 11 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,

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

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

JANINA MONROE
Notary Pubiic - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Janina Monroe; Thomas G. McCall; Michelle Haase; Timothy J. Noonan; Martha Barreras; or Rachel A. Mullen of Lockton Companies, LLC dba Lockton Insurance Brokers, LLC of Irvine CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23rd day of May, 2022.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23rd day of May, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 11th day of July, 2022.

_____
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

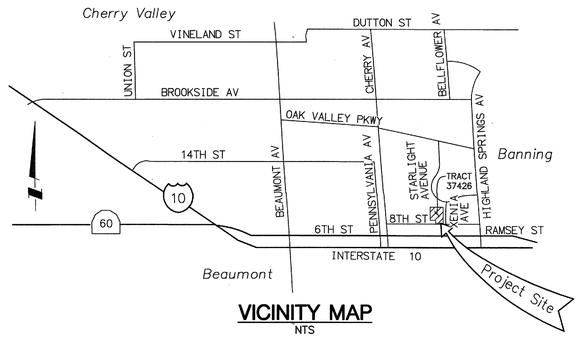
Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

CITY OF BEAUMONT, CALIFORNIA

Street Improvement Plans

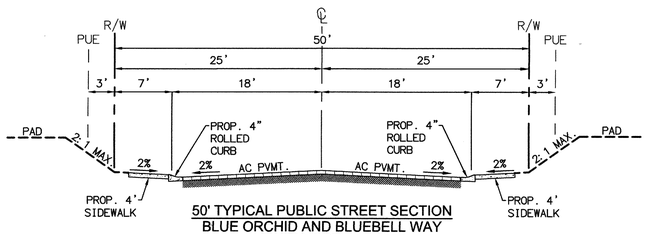
TRACT 37426

Located Within a Portion of Section 35, Township 3 South, Range 1 West, S.B.M.

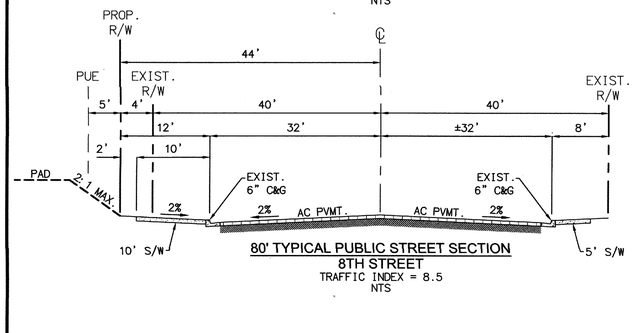


VICINITY MAP

NTS

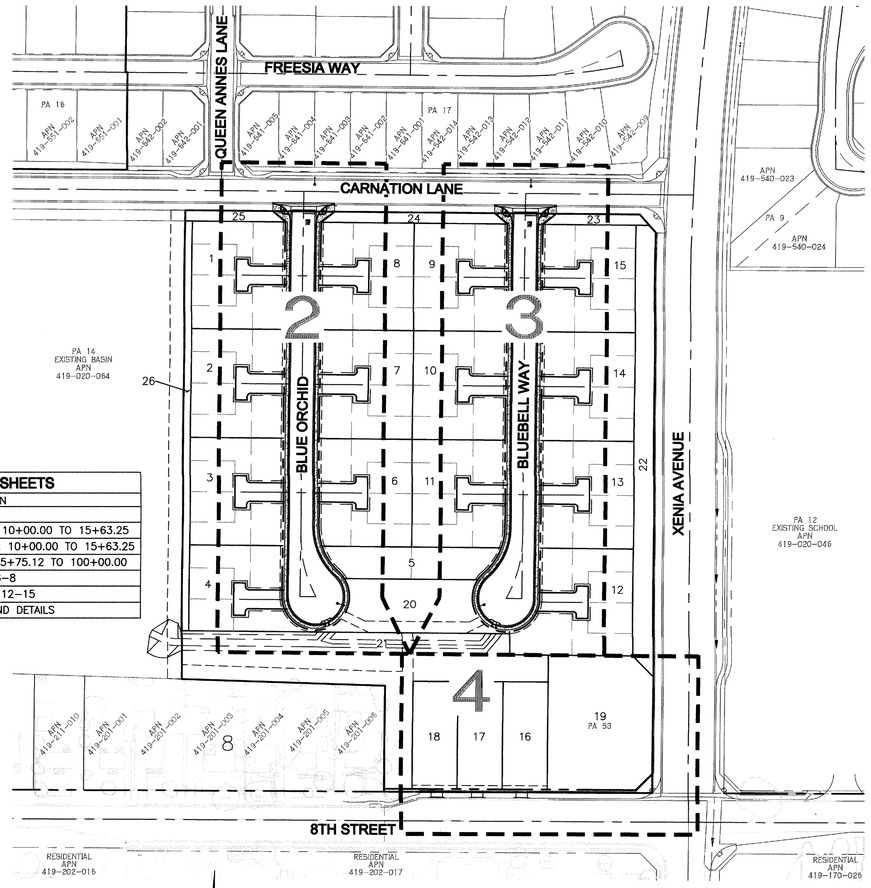


50' TYPICAL PUBLIC STREET SECTION
BLUE ORCHID AND BLUEBELL WAY
TRAFFIC INDEX = 5.5
NTS



80' TYPICAL PUBLIC STREET SECTION
8TH STREET
TRAFFIC INDEX = 8.5
NTS

INDEX OF SHEETS	
SHEET	DESCRIPTION
1	TITLE SHEET
2	BLUE ORCHID – STA. 10+00.00 TO 15+63.25
3	BLUEBELL WAY – STA. 10+00.00 TO 15+63.25
4	8TH STREET – STA. 95+75.12 TO 100+00.00
5	CLUSTERS 1–4 AND 6–8
6	CLUSTERS 9–11 AND 12–15
7	DRAINAGE CHANNEL AND DETAILS



SHEET INDEX

SCALE 1"=100'

100 50 0 100 200 300

SCALE: 1"=100'

REFERENCE PLANS	
PLAN TYPE	*CITY REFERENCE NO.*
ROUGH GRADING PLANS:	
TR 37426	PW2017-0074
SEWER PLANS:	
TR 37426	PW2018-0092
WATER PLANS:	
TR 37426	PW2018-0091
PRECISE GRADING PLANS:	
TR 37426: MODELS	PW2018-0188
TR 37426: REL'S	PW____-____

ABBREVIATIONS

AC --- ASPHALT CONCRETE
BC --- BEGINNING OF CURVE
BCR -- BEGIN CURB RETURN
BVC -- BEGIN VERTICAL CURVE
B/W -- BACK OF SIDEWALK
CF --- CURB FACE
CONC - CONCRETE
DWY -- DRIVEWAY
EC --- END OF CURVE
ECR -- END CURB RETURN
EG -- EXISTING GRADE
EP --- EDGE OF PAVEMENT
EVC -- END VERTICAL CURVE
FG --- FINISHED GRADE
FL --- FLOW LINE
FS --- FINISHED SURFACE
GB --- GRADE BREAK
GL --- GRADE LINE
HP --- HIGH POINT
LP --- LOW POINT
LS --- LANDSCAPE AREA
MVC -- MIDDLE OF VERTICAL CURVE
LOC -- LENGTH ON CURB
NG --- NATURAL GROUND
℄ --- PROPERTY LINE
PCC -- POINT OF COMPOUND CURVE
PCC -- PORTLAND CEMENT CONCRETE
PI --- POINT OF INTERSECTION
PIG -- POINT OF INTER. GUTTER
PRC -- POINT OF REVERSE CURVE
PP --- POWER POLE
PVI -- POINT OF VERT. INTERSECTION
RP --- RADIUS POINT
R/W -- RIGHT-OF-WAY
S/W -- SIDEWALK
TC --- TOP OF CURB
TEL -- TELEPHONE BOX
WV --- WATER VALVE
VC --- VERTICAL CURVE
VLT -- VAULT
WM --- WATER METER

LEGEND

EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
PROPOSED MAJOR CONTOUR — 100
PROPOSED MINOR CONTOUR — 99
EXISTING WATER
EXISTING FIRE HYDRANT
EXISTING STORM DRAIN
EXISTING SEWER
PROPOSED SEWER — S
PROPOSED WATER — W
EXISTING CURB
PROPOSED CURB & GUTTER
PROPOSED CONCRETE PAVING
PROPOSED AC PAVEMENT
AC PAVEMENT REMOVAL
AC PAVEMENT GRIND & OVERLAY
RIGHT-OF-WAY — ·R/W·
PUBLIC UTILITY EASEMENT
PROPERTY LINE — ℄
DRAINAGE SWALE
SAWCUT
CURB RAMP
STREET LIGHT

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.

24-HOUR EMERGENCY CONTACT

PATRICK EMANUEL, CONSTRUCTION MANAGER, PARDEE HOMES, AT (951) 739-0458.

OWNER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400

LEGAL DESCRIPTION

A PORTION OF LOT 87 OF TRACT NO. 31468-3, RECORDED BOOK MB 398, PAGES 72-85

ASSESSOR'S PARCEL NO.

419-020-064

BASIS OF TOPOGRAPHY

AERIAL TOPOGRAPHY BY:
AEROTECH MAPPING
MAY 10, 2013

SOILS ENGINEER

CONVERSE CONSULTANTS
2021 RANCHO DRIVE, SUITE 1
REDLANDS, CA 92373
PHONE: 909-796-0544

REGISTERED PROFESSIONAL ENGINEER — DANIEL KORAVOS — No. C36718 — CIVIL — STATE OF CALIFORNIA

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, "GREENBOOK", "LATEST EDITION" AND THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS OF PUBLIC WORKS CONSTRUCTION, "LATEST EDITION", COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING; SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE IMPROVEMENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITIES ARE IMPLIED OR INTENDED BY CITY OF BEAUMONT PUBLIC WORKS DEPT.
6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
7. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816.
8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. USE R.C.T.D. STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
9. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CENTERLINE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461
10. AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE, AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
11. CONSTRUCTION PROJECTS DISTURBING ONE ACRE, OR MORE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMITATION SYSTEM (NPDES) PERMIT. OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
12. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
13. EXISTING STORM DRAIN PIPES/CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ADJUSTED, DRAINED TO, OR JUST IN THE PROJECT VICINITY) MUST BE REPAIRED, AND /OR CLEANED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
14. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
15. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY.
16. CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD.
17. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN PERCENT.
18. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 460 AND 499. INSTALL EUCALYPTUS POLYANTHEMOS(SILVER DOLLAR), CRAPE MYRTLE, LIQUID AMBER OR APPROVED EQUAL, SEE PROJECT PLANS.
19. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
20. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: Daniel Koravos DATE: 7/18/18
LICENSE No. 36718, EXP. 06/30/20

CONSTRUCTION NOTES		UNIT	QUANTITY
1	CONSTRUCT 3.5" AC PAVING OVER 7" CLASS II AGGREGATE BASE	SF	43,416
2	CONSTRUCT TYPE A-6 CURB AND GUTTER PER RIVERSIDE COUNTY STD. NO. 200	LF	157
3	CONSTRUCT TYPE "C" CURB AND GUTTER PER RIVERSIDE COUNTY STD. NO. 202	LF	2,358
4	HEADER GRIND, REMOVE EXIST. AC PAVEMENT AND INSTALL 2" AC OVERLAY	SF	20,984
5	CONSTRUCT 10' CROSS GUTTER AND SPANDREL PER RIVERSIDE COUNTY STD. NO. 209	SF	1,593
6	CONSTRUCT 10' CURB TRANSITION PER RIVERSIDE COUNTY STD. 211	LF	40
7	CONSTRUCT GUTTER DEPRESSION PER RIVERSIDE COUNTY STD. NO. 311, CASE C	EA	2
8	CONSTRUCT SIDEWALK (WIDTH PER PLAN) PER RIVERSIDE COUNTY STD. NO. 401	SF	12,021
9	CONSTRUCT CURB RAMP, CASE A (WITH TRUNCATED DOMES) PER RIVERSIDE COUNTY STD. NO. 403	EA	4
10	CONSTRUCT 16' WIDE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STD. NO. 207	EA	3
11	INSTALL STREET NAME SIGN PER RCTD STD. NO. 816	EA	2
12	INSTALL R-1 STOP SIGN	EA	2
13	INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A24D AND A24E	EA	2
14	INSTALL STREET LIGHT PER SEPARATE STREET LIGHT PLAN	EA	4
15	SAWCUT AND SMOOTH JOIN EXISTING AC PAVEMENT	LF	188
16	INSTALL MODIFIED PARKWAY DRAIN PER SPPWC STD. NO. 151-2 AND DETAIL ON SHEET 7	EA	2
17	CONSTRUCT 2" CURB PER DETAIL ON SHEET 5	LF	726
18	CONSTRUCT 0" CURB PER DETAIL ON SHEET 5	LF	1,941
19	CONSTRUCT 5' TRANSITION FROM 0" CURB TO 2" CURB	LF	140
20	REMOVE EXISTING SIDEWALK, CURB, AND GUTTER	SF	980
21	HEADER GRIND, REMOVE EXIST. AC PAVEMENT AND INSTALL 0.10' AC OVERLAY PER DETAIL ON SHEET 2	SF	816
22	INSTALL COBBLE 6" PLUS SIZE OVER MIRAFI 1100N FILTER FABRIC	SF	9,239
23	INSTALL 100-LB ROCK OVER MIRAFI 1100N FILTER FABRIC	CY	53
24	CONSTRUCT DRAINAGE APRON PER DETAIL ON SHEET 7	EA	1

DIG ALERT
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BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

No Changes

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

Daniel Koravos DATE: 7/18/18
DANIEL KORAVOS R.C.E. 36718 • EXP. 06/30/20

DESIGN BY:	SM
DRAWN BY:	SM
CHECKED BY:	DK
SCALE:	(AS NOTED)
DATE:	JULY 2018
JOB NUMBER:	162964

Reviewed By: Gill Navarro Staff Engineer Date: 7-17-18
Recommended for Approval By: Gill Navarro Date: 7-17-18
Approved By: Amer Jakher, City Engineer, RCE 50932, Exp. 9/30/19 Date: 7/18/18

City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

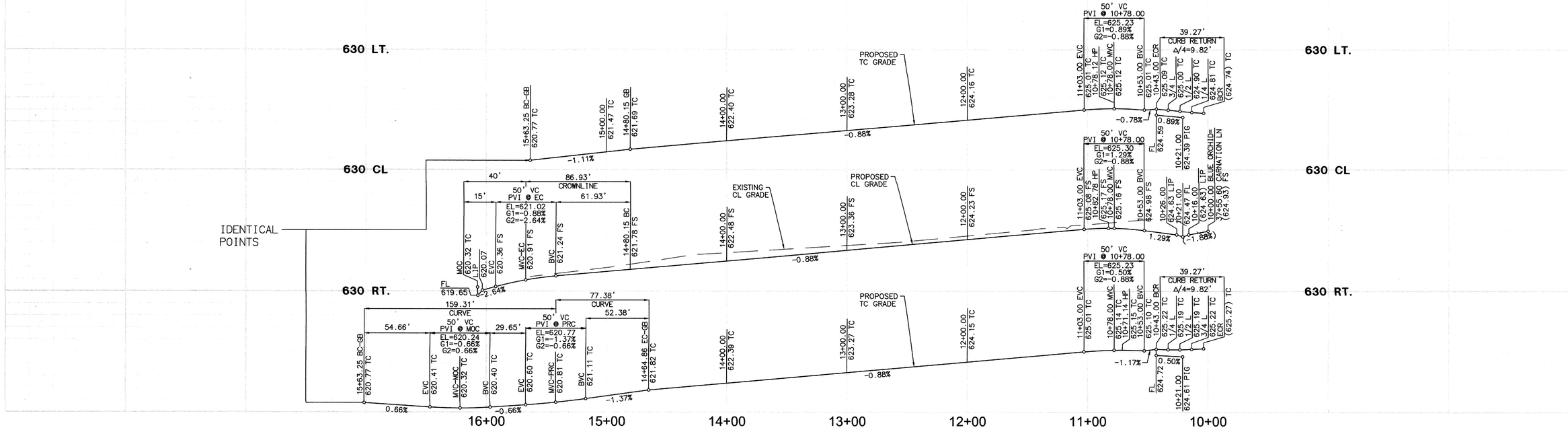
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
TRACT 37426
TITLE SHEET

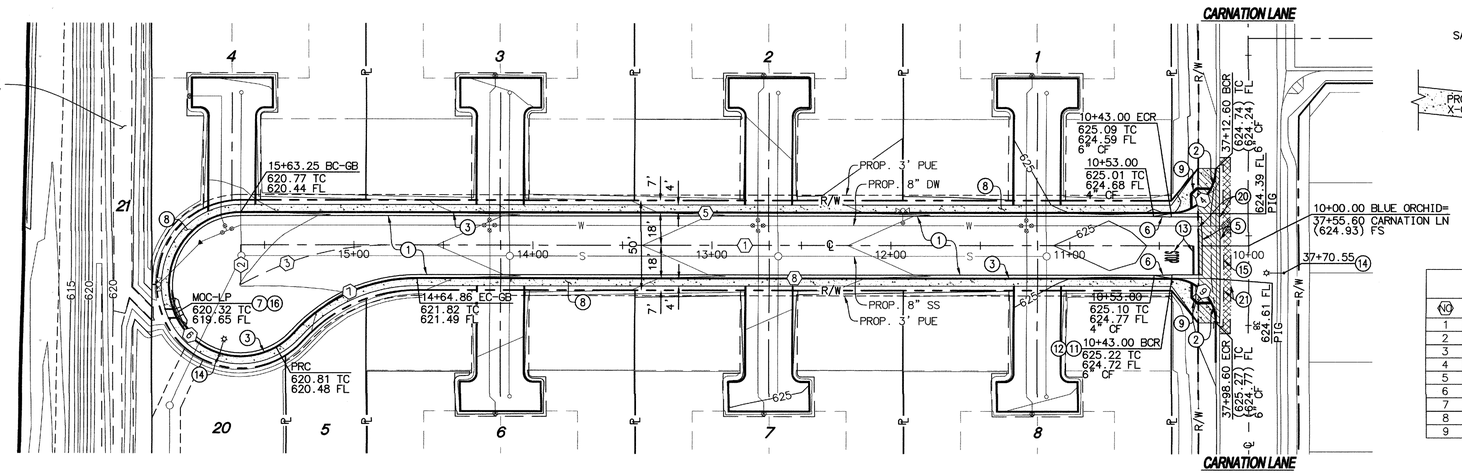
FOR: PARDEE HOMES

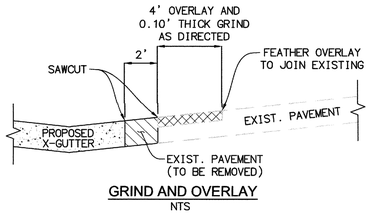
SHEET 1 OF 7 SHEETS
FILE NO:

P:\DATA\PARDEE PHS\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\STREET\PAR05-ST-PA 13-001.DWG MENACHE, SAMUEL 7/13/2018 11:32 AM

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'







GRIND AND OVERLAY
NTS

CONSTRUCTION NOTES

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16. INSTALL MODIFIED PARKWAY DRAIN PER SPPWC STD. NO. 151-2 AND DETAIL ON SHEET 7
20. REMOVE EXISTING SIDEWALK, CURB, AND GUTTER
21. HEADER GRIND, REMOVE EXIST. AC PAVEMENT AND INSTALL 0.10' AC OVERLAY PER DETAIL ON SHEET 2

LINE/CURVE DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N00°27'47"E	---	563.25'	---
2	N89°32'13"W	---	22.00'	---
3	29°39'31"	167.93'	86.93'	44.46'
4	90°00'00"	25.00'	39.27'	25.00'
5	N00°27'47"E	---	520.25'	---
6	228°11'23"	40.00'	159.31'	---
7	48°11'23"	92.00'	77.38'	41.14'
8	N00°27'47"E	---	421.86'	---
9	90°00'00"	25.00'	39.27'	25.00'

NOTE:
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NOTE:
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BLUE ORCHID
(PUBLIC)

SCALE 1"=40'
40 20 0 40 80 120
SCALE: 1"=40'

REGISTERED PROFESSIONAL ENGINEER
DANIEL KORAVOS
No. C36718
CIVIL
STATE OF CALIFORNIA

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

No Changes

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

DANIEL KORAVOS
DATE: 7/13/18
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: SM
DRAWN BY: SM
CHECKED BY: DK
SCALE: (AS NOTED)
DATE: JULY 2018
JOB NUMBER: 162964

Reviewed By: Staff Engineer Date: 7-17-18
Recommended for Approval By: Date: 7-17-18
Approved By: Amer Jakhar, City Engineer, RCE 50932, Exp. 9/30/19 Date: 7/19/19

City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
TRACT 37426
BLUE ORCHID
FROM STA. 10+00.00 TO STA. 15+63.25
FOR: PARDEE HOMES

SHEET 2 OF 7 SHEETS
FILE NO.

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PROFILE SCALE:
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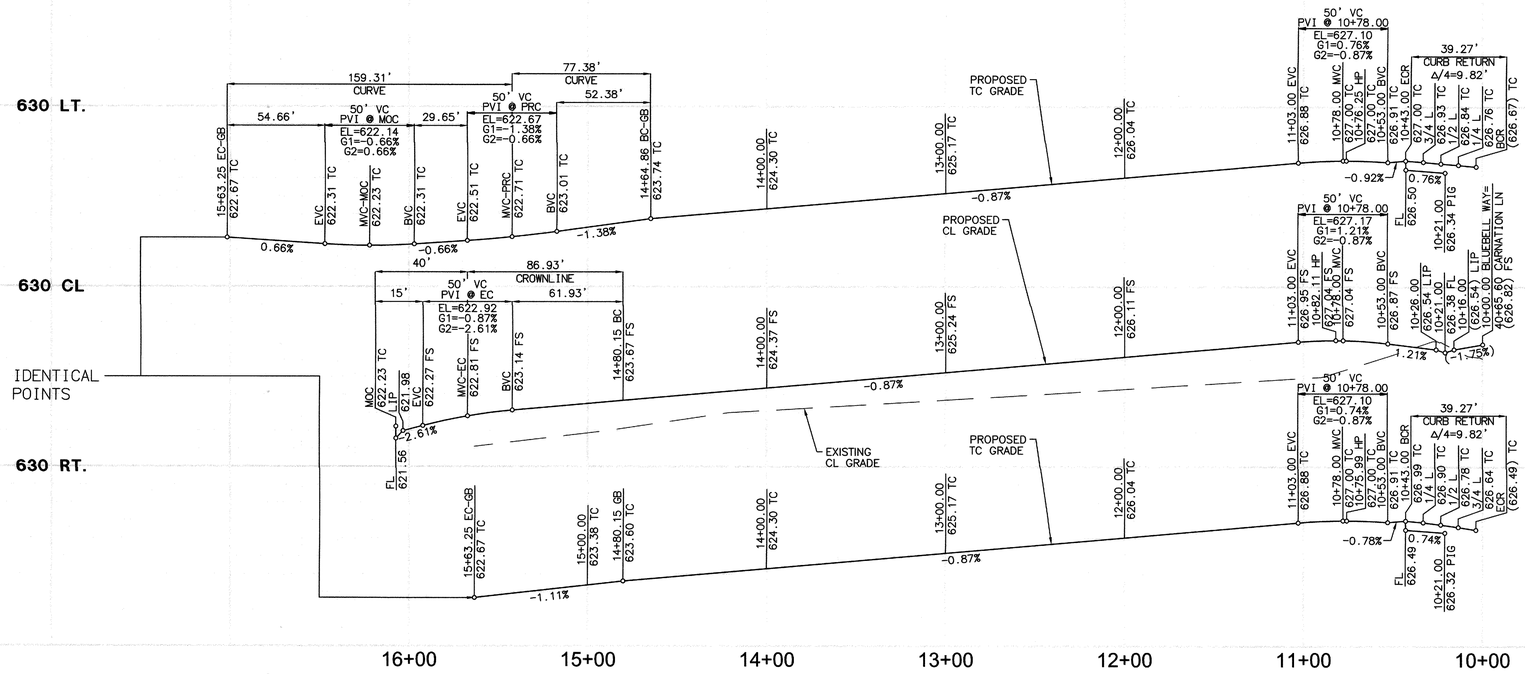
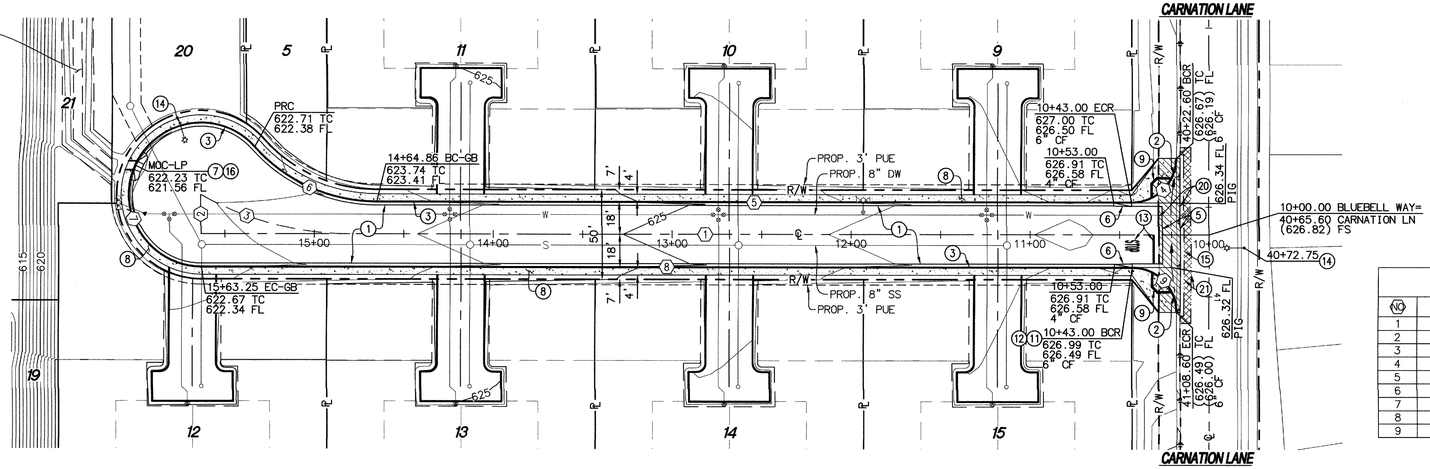
VERT: 1" = 4'





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BLUEBELL WAY
(PUBLIC)

SCALE 1"=40'
40 20 0 40 80 120
SCALE: 1"=40'

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REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

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BASIS OF BEARINGS:
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ELEV.= 2678.277 (1982)

No Changes

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

Michael Baker INTERNATIONAL
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Phone: (760) 346-7481
MBAKERINTL.COM
DANIEL KORAVOS DATE: 7/13/18
R.C.E. 36718 * EXP. 06/30/20

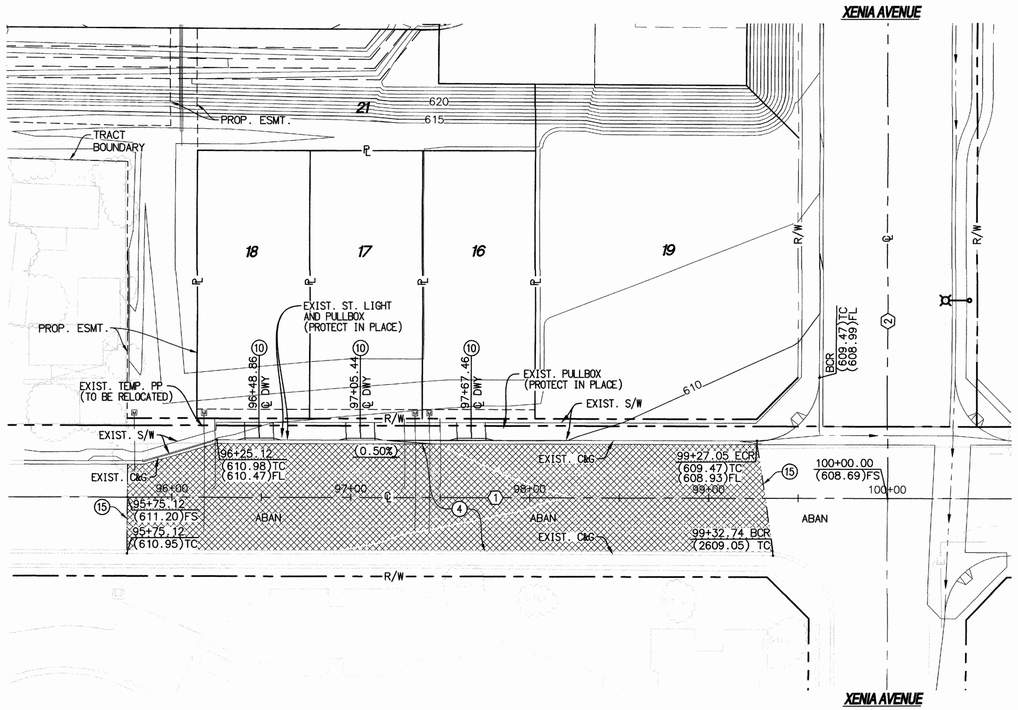
DESIGN BY:	SM
DRAWN BY:	SM
CHECKED BY:	DK
SCALE:	(AS NOTED)
DATE:	JULY 2018
JOB NUMBER:	162964

Reviewed By: Staff Engineer Date: 7-17-18
Recommended for Approval By: Date: 7-17-18
Approved By: Amer Jakher, City Engineer, RCE 50932, Exp. 9/30/19 Date: 7/16/19
City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET BEAUMONT, CA 92223
TEL.(951)769-8520 * FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
TRACT 37426
BLUEBELL WAY
FROM STA. 10+00.00 TO STA. 15+63.25
FOR: PARDEE HOMES

SHEET 3 OF 7 SHEETS
FILE NO:

I:\DATA\PARDEE_PHS\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\STREET\PARDS-ST-PA 13-003.DWG MENACHE, SAMUEL 7/13/2018 11:32 AM



8TH STREET
(PUBLIC)

LINE DATA TABLE		
NO	BEARING	LENGTH
1	N89°46'16"W	424.88'
2	N00°16'20"E	736.19'

CONSTRUCTION NOTES

④ HEADER GRIND, REMOVE EXIST. AC PAVEMENT AND INSTALL 2" AC OVERLAY
⑩ CONSTRUCT 16' WIDE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STD. NO. 207
⑮ SAWCUT AND SMOOTH JOIN EXISTING AC PAVEMENT

SCALE 1"=40'

40 20 0 40 80 120

SCALE: 1"=40'

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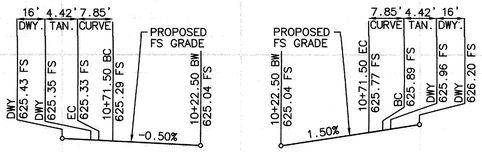
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN TRACT 37426
8TH STREET FROM STA. 95+75.12 TO STA. 100+00.00
FOR: PARDEE HOMES

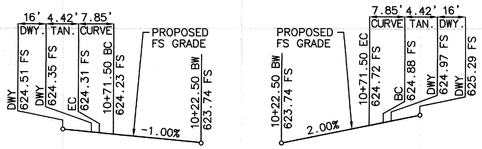
SHEET 4 OF 7 SHEETS
FILE NO:

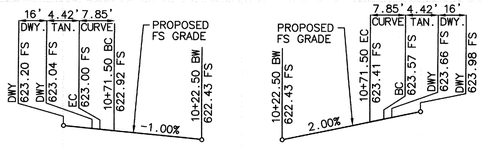
J:\DATA\PARDEE_PHS\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\STREET\PARD5-ST-PA 13-004.DWG MENACHE, SAMUEL 7/13/2018 11:32 AM

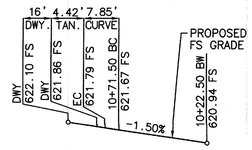
PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

630 LT.



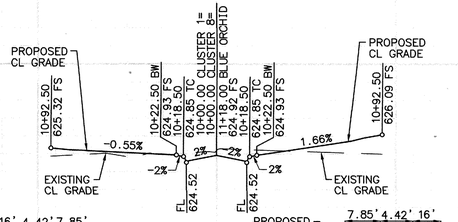


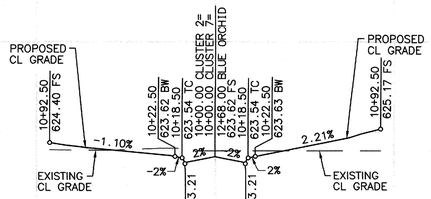


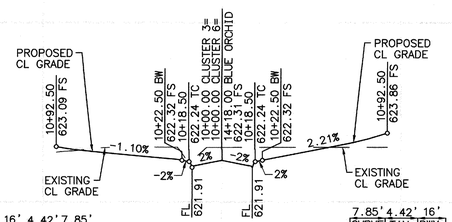


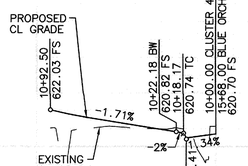
620 LT.

630 CL



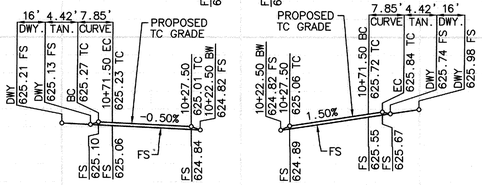


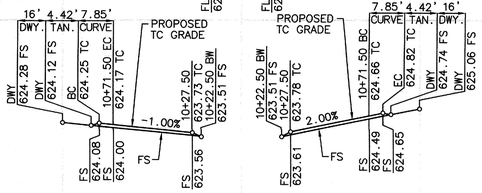


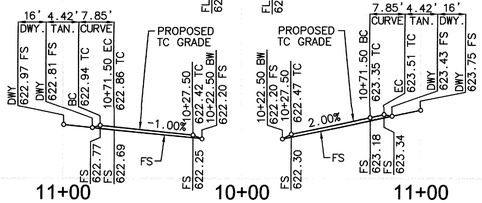


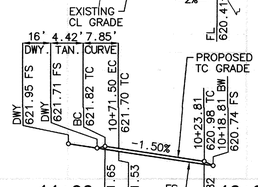
620 CL

630 RT.





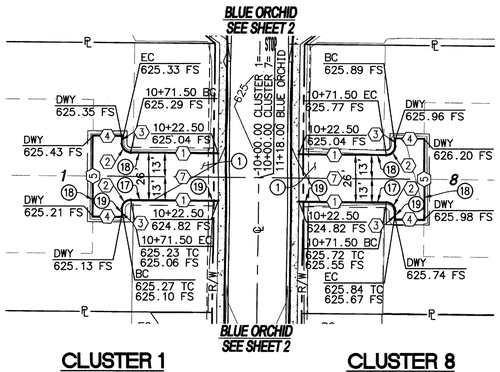




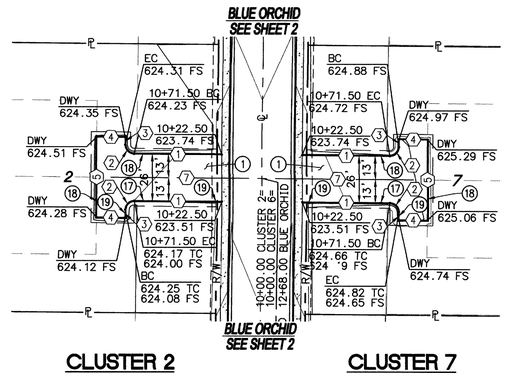
620 RT.

11+00 10+00 11+00 | 11+00 10+00 11+00 | 11+00 10+00 11+00 | 11+00 10+00

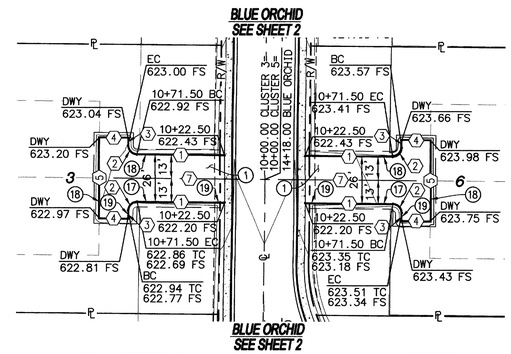
CLUSTER 1 CLUSTER 8 | CLUSTER 2 CLUSTER 7 | CLUSTER 3 CLUSTER 6 | CLUSTER 4



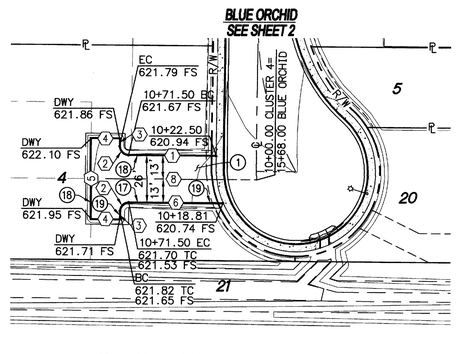
CLUSTER 1 (PRIVATE) CLUSTER 8 (PRIVATE)



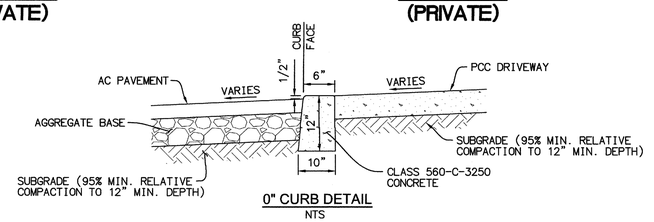
CLUSTER 2 (PRIVATE) CLUSTER 7 (PRIVATE)



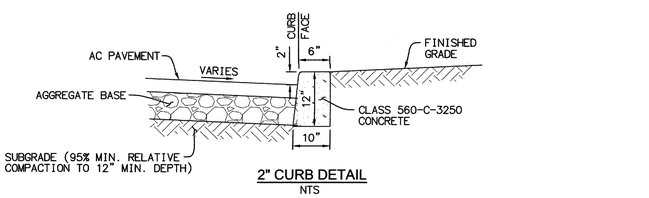
CLUSTER 3 (PRIVATE) CLUSTER 6 (PRIVATE)



CLUSTER 4 (PRIVATE)



0" CURB DETAIL
NTS



2" CURB DETAIL
NTS

LINE/CURVE DATA TABLE				
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1	N89°32'13"W	---	49.00'	---
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3	N00°27'47"E	---	4.42'	---
4	N89°32'13"W	---	16.00'	---
5	N00°27'47"E	---	44.83'	---
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7	N89°32'13"W	---	84.50'	---
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CONSTRUCTION NOTES

(1) CONSTRUCT 3.5" AC PAVING OVER 7" CLASS II AGGREGATE BASE
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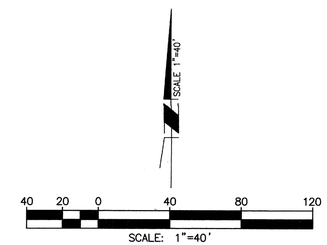

REGISTERED PROFESSIONAL ENGINEER
DANIEL KORAVOS
No. C36718
CIVIL
STATE OF CALIFORNIA

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

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BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7". LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

No Changes

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM
DANIEL KORAVOS
DATE: 7/13/18
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: SM
DRAWN BY: SM
CHECKED BY: DK
SCALE: (AS NOTED)
DATE: JULY 2018
JOB NUMBER: 162964

Reviewed By: Staff Engineer Date: 7-17-18
Recommended for Approval By: Date: 7-17-18
Approved By: Amer Jakher, City Engineer, RCE 50932, Exp. 9/30/19 Date: 7/18/19

City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET
BEAUMONT, CA. 92223
TEL.(951)769-8520 • FAX(951)769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
TRACT 37426
CLUSTERS 1-4 AND 6-8
FOR: PARDEE HOMES

SHEET 5 OF 7 SHEETS
FILE NO:

C:\DATA\PARDEE_PHS\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\STREET\PARD5-ST-PA 13-005.DWG MENACHE, SAMUEL 7/13/2018 11:33 AM

PROFILE SCALE:
HORIZ: 1" = 40'
VERT: 1" = 4'

630 LT.

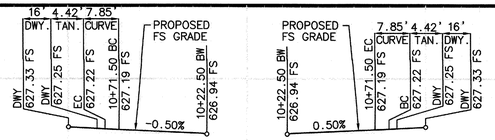
630 CL

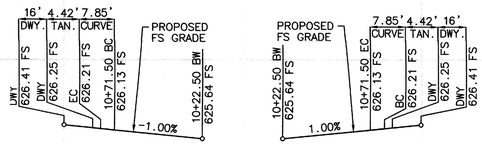
630 RT.

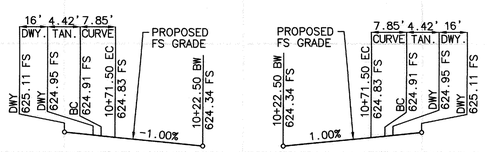
620 LT.

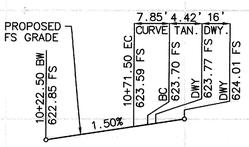
620 CL

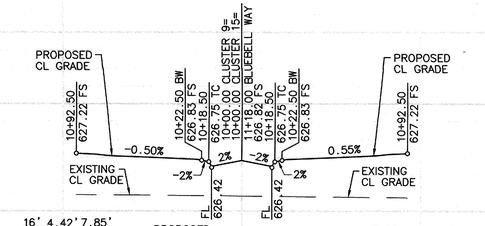
620 RT.

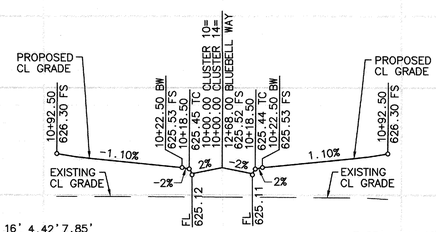


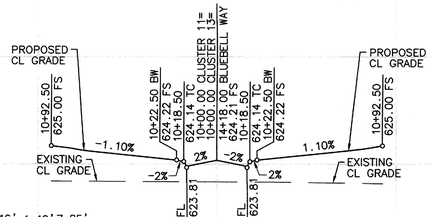


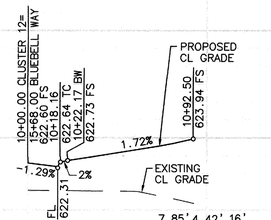


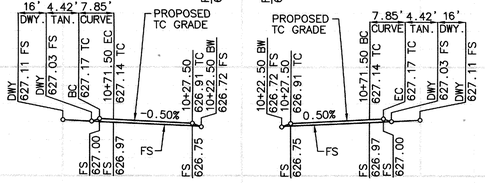


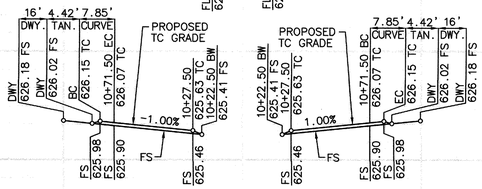


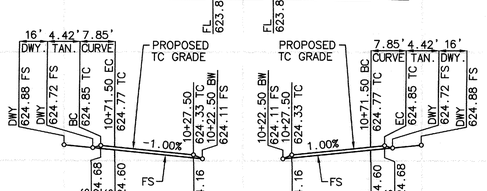


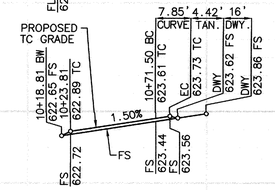






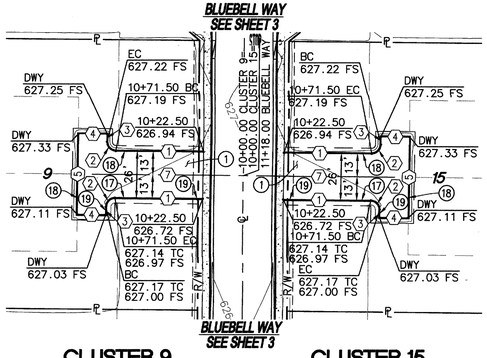




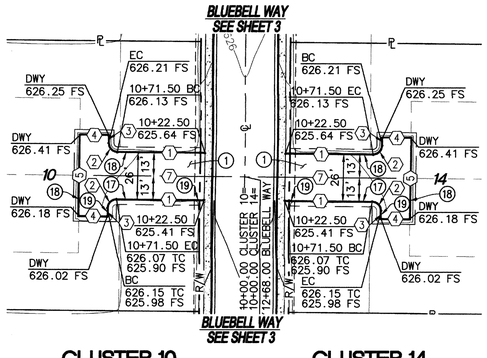


CLUSTER 9 **CLUSTER 16** **CLUSTER 10** **CLUSTER 15** **CLUSTER 11** **CLUSTER 14** **CLUSTER 13**

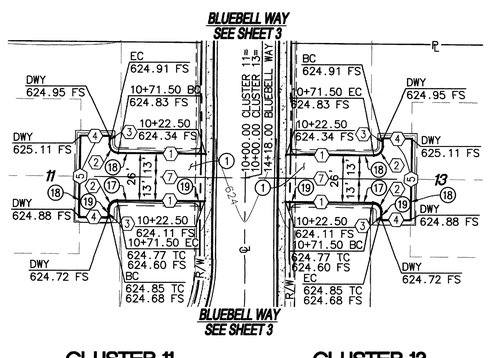
11+00 10+00 11+00 11+00 10+00 11+00 11+00 10+00 11+00 10+00 11+00



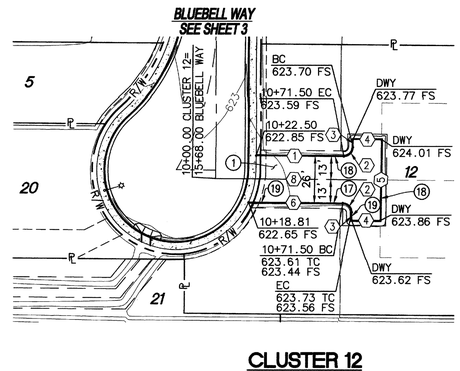
CLUSTER 9 (PRIVATE) **CLUSTER 15 (PRIVATE)**



CLUSTER 10 (PRIVATE) **CLUSTER 14 (PRIVATE)**



CLUSTER 11 (PRIVATE) **CLUSTER 13 (PRIVATE)**



CLUSTER 12 (PRIVATE)

LINE/CURVE DATA TABLE				
NO	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N89°32'13"W	---	49.00'	---
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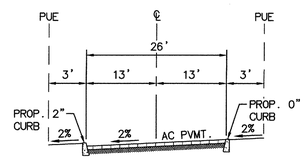
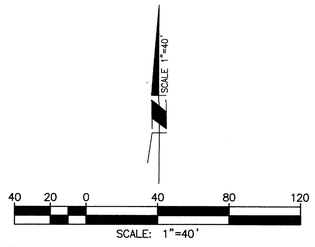


TYPICAL STREET SECTION (PRIVATE MOTORCOURT CLUSTER)
NTS



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ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

No Changes

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Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM

DANIEL KORAVOS DATE: 7/13/18
R.C.E. 36718 * EXP. 06/30/20

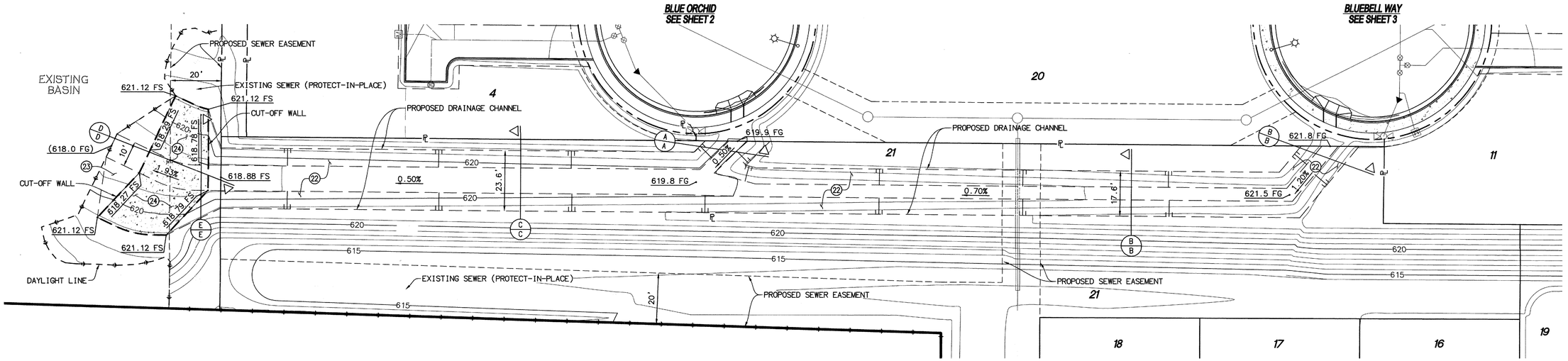
DESIGN BY:	SM
DRAWN BY:	SM
CHECKED BY:	DK
SCALE:	(AS NOTED)
DATE:	JULY 2018
JOB NUMBER:	162964

Reviewed By: Staff Engineer Date: 7-17-18
Recommended for Approval By: Date: 7-17-18
Approved By: Amer Jakher, City Engineer, RCE 50932, Exp. 9/30/19 Date: 7/19/18
City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 * FAX(951)769.8526

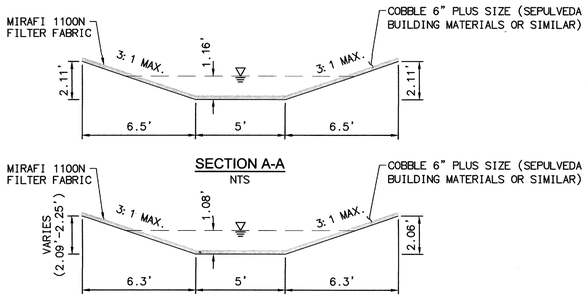
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
TRACT 37426
CLUSTERS 9-15
FOR: PARDEE HOMES

SHEET 6 OF 7 SHEETS
FILE NO:

I:\PDATA\PARDEE_PHS\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\STREET\PARD5-ST-PA 13-006.DWG MENACHE, SAMUEL 7/13/2018 11:34 AM

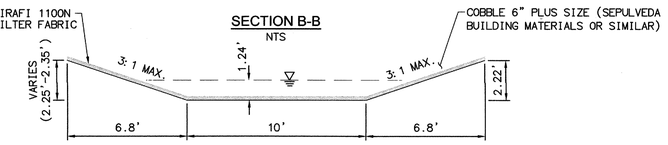


DRAINAGE CHANNEL
(PRIVATE - HOA MAINTAINED)



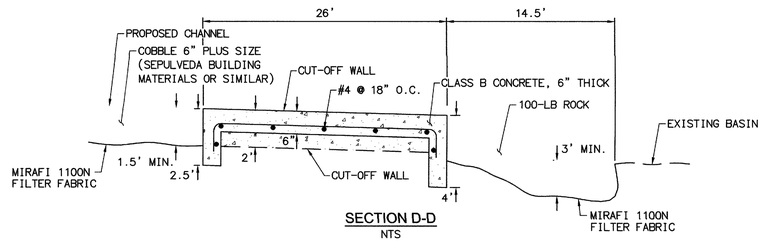
SECTION A-A
NTS

SECTION B-B
NTS

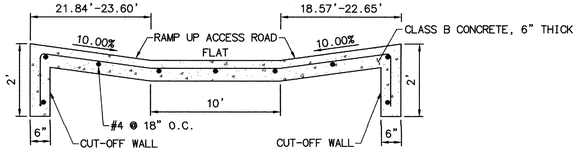


SECTION C-C
NTS

TRAPEZOIDAL CHANNEL DETAIL
NTS

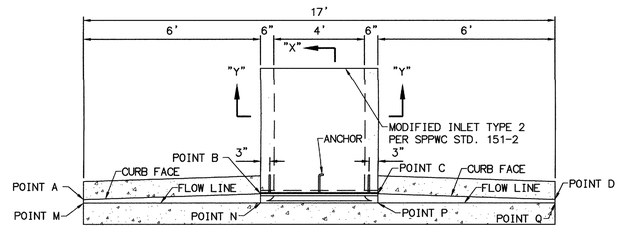


SECTION D-D
NTS

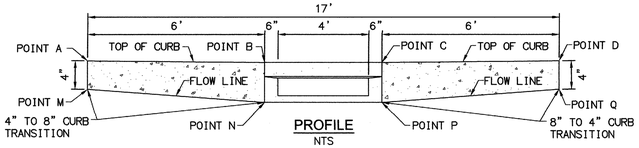


SECTION E-E
NTS

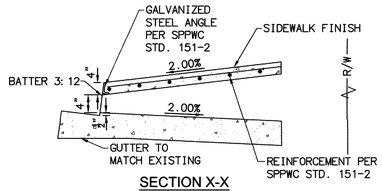
DRAINAGE APRON DETAIL
NTS



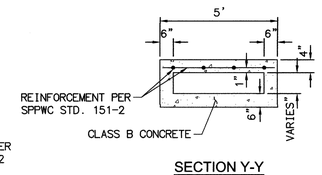
PLAN
NTS



PROFILE
NTS



SECTION X-X
NTS



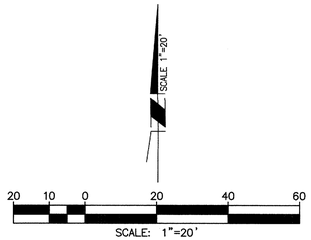
SECTION Y-Y
NTS

UNDER SIDEWALK DRAIN DETAIL
(MODIFIED PARKWAY DRAIN PER SPPWC STD. NO. 151-2)
NTS

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.

NOTE:
ALL ELEVATIONS ARE ABBREVIATED AND DO NOT REPRESENT ACTUAL ELEVATIONS. ADD 2000 FEET TO OBTAIN ACTUAL ELEVATION.



CONSTRUCTION NOTES
(22) INSTALL COBBLE 6" PLUS SIZE OVER MIRAFI 1100N FILTER FABRIC
(23) INSTALL 100-LB ROCK OVER MIRAFI 1100N FILTER FABRIC
(24) CONSTRUCT DRAINAGE APRON PER DETAIL ON SHEET 7

REGISTERED PROFESSIONAL ENGINEER DANIEL KORAVOS No. C36718 CIVIL STATE OF CALIFORNIA

DIG ALERT
DIAL TOLL FREE 1(800) 227-2600
At Least Two Working Days Before You Dig
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD83, EPOCH 1995.5) AS SHOWN ON M.B. 102, PAGES 50 THROUGH 65 OF RECORDS IN COUNTY RECORDER'S OFFICE OF RIVERSIDE COUNTY, CALIFORNIA
BEARING: N 52°49'02.84" E

BENCHMARK: CITY OF BEAUMONT NO. 07.A.82
DESCRIPTION:
1-3/8" BRASS CAP MONUMENT MARKED "CITY B.M. 7", LOCATED AT THE S.E. CORNER 14TH AND PENNSYLVANIA AVE., 59 FT. S'LY AND 22 FT. E'LY OF CENTERLINE INTERSECTION, 2 FT. S'LY OF B.C.R.
ELEV.= 2678.277 (1982)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS		CITY

No Changes

Michael Baker INTERNATIONAL
75-410 Gerald Ford Drive, Suite 100
Palm Desert, CA 92211
Phone: (760) 346-7481
MBAKERINTL.COM
DANIEL KORAVOS
DATE: 7/13/18
R.C.E. 36718 • EXP. 06/30/20

DESIGN BY: SM
DRAWN BY: SM
CHECKED BY: DK
SCALE: (AS NOTED)
DATE: JULY 2018
JOB NUMBER: 162964

Reviewed By: _____ Staff Engineer Date: 7-17-18
Recommended for Approval By: _____ Date: 7-17-18
Approved By: _____ Amer Jakher, City Engineer, RCE 50932, Exp. 9/30/19 Date: 7/19/18
City of Beaumont, Public Works Department
Engineering Divison
550 E. 6TH STREET
BEAUMONT, CA 92223
TEL(951)769-8520 • FAX(951)769.8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLAN
TRACT 37426
DRAINAGE CHANNEL AND DETAILS
FOR: PARDEE HOMES

SHEET 7 OF 7 SHEETS
FILE NO:

I:\DATA\PARDEE_PH5\CADD\LAND\DLV\IMPROVE\PA 13-TRACT 37426\STREET\PARD5-ST-PA 13-007.DWG MENACHE, SAMUEL 7/13/2018 11:34 AM

LIGHT SCHEDULE

QTY	TYPE	INITIAL LUMENS
4	A	2057

FIRSTLIGHT TECHNOLOGIES

SCL2 Series

SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT

Project: PARDEE HOMES - PA13

Type: A Quantity: 4

The SCL2 Series solar LED luminaire is a great fit for commercial, parking lot, recreational bikeway/pathway and public space lighting applications. The self-contained, unobtrusive design integrates its solar power, adaptive control and LED technologies into a compact and efficient form. With robust construction, and unequalled performance the SCL2 series is an excellent fit wherever cost effective, full cutoff lighting is required.

Utilizing solar power and LEDs, the SCL2 series is completely self-contained and offers significant benefits:

- Cost effective design ships fully assembled and installs in minutes
- Smart Connect provides wireless control & communication with your light
- Low installation cost and minimal site impact with no trenching, cabling or wiring
- Minimal ongoing costs with no electrical bills or bulbs to change
- Operates entirely independent from the grid and is immune to power outages
- A sustainable choice without recurring carbon emissions

All of our solar powered lights are enabled by our innovative Solar Lighting Controller (SLC). The SLC in each light is "self-learning" and allows the lights to predictively adapt to their surroundings, providing a level of lighting performance and reliability unavailable in other solar lighting products.

Designed Initial Lumen Output "Type A" = 2057 Lumens.

Designed Initial Lumen Output "Type B" = 4169 Lumens.

TECHNICAL SPECIFICATIONS

Solar Module:
- High-efficiency mono-crystalline cells seamlessly integrated into the top of luminaire
- Used for day/night detection (no photocell required)

Solar Lighting Controller (SLC):
- High-efficiency, temperature compensated Maximum Power Point Tracking (MPPT)
- Micro-controller based technology
- Includes high-efficiency LED driver
- Multiyear data logging
- Integrated into luminaire housing
- Designed to automatically and adaptively manage lighting performance based on environmental conditions and lighting requirements
- Patent Pending

Battery:
- High performance Lithium ($LiFePO_4$)
- Exceptional 6 – 10 year life cycle
- High temperature tolerance
- Contained within luminaire housing
- Designed for easy battery changes
- Replaceable

Battery and controller designed to provide full light for (5) calendar days with a single full charge of the batteries

LEDs and Optics:
- 100,000 hour L70 lifetime
- Warm (3000K) and neutral (4000K) white color temperatures available
- High efficiency Type 2, 3, 4 and 5, full cut-off optics
- Typical lumen output from 1800 to 2200 lumens

Mechanical Construction:
- Extruded and formed, low copper aluminum enclosure, and mounting arm
- Stainless fasteners with security fastener option
- Architectural grade, super durable, TGIC powder coat
- Four standard colors with custom colors available

Factory Set Lighting Profiles:
- On at dusk, off at dawn
- On at dusk, off after 6 hours
- On at dusk, dim to 30% after 6 hours till dawn
- On at dusk, off after 5 hours, on 1 hour before dawn
- On at dusk, dim to 30% after 6 hours, on 1 hour before dawn

Wireless Controls:
- Bluetooth Low Energy interface with iOS and Android app
- Provides configuration and control of lighting profiles
- Adjustment over dusk and dawn thresholds
- Motion sensing capabilities to optimise performance based on usage

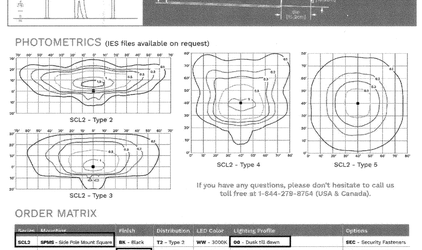
First Light Technologies Ltd. | www.firstlighttechnologies.com | info@firstlighttechnologies.com | 1.844.279.8754

SCL2 Product Version 1 © Copyright First Light Technologies Ltd

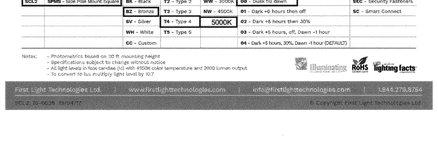
FIRSTLIGHT TECHNOLOGIES

SCL2 Series

SOLAR LED INTEGRATED COMMERCIAL AREA LIGHT



PHOTOMETRICS (IES files available on request)



If you have any questions, please don't hesitate to call us toll free at 1-844-279-8754 (USA & Canada).

ORDER MATRIX

Model	Mounting	Finish	Distribution	LED Color	Lighting Profile	Options
SCL2	SPMS - Side Pole Mount Square	BK - Black	T2 - Type 2	WW - 3000K	00 - Dusk-Til-Dawn	SEC - Security Fasteners
		BZ - Bronze	T3 - Type 3	NW - 4000K	01 - Dark-Til-Hours then-Off	SC - Smart-Connect
		SV - Silver	T4 - Type 4	5000K	02 - Dark-Til-Hours then-30%	
		WH - White	T5 - Type 5		03 - Dark-Til-hours, off, Dawn-Til-hour	
		CC - Custom			04 - Dark-Til-hours, 30%, Dawn-Til-hour (DEFAULT)	

Notes:
- Photometrics based on 30 ft mounting height
- Specifications subject to change without notice
- All light levels in foot-candles (fc) with 4500k color temperature and 3000 Lumen output.
- To convert to lux multiply light level by 10.7

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SCL2 30-0628 10/04/17

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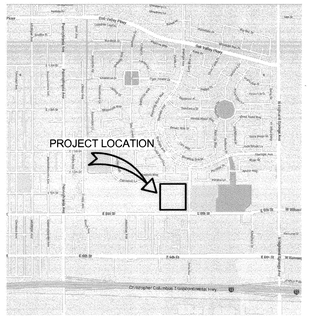


ACCEPTANCE OF AS-BUILT

THE CHANGES, NOTED IN RED ON THIS PLAN, ARE CONSISTENT WITH THE INITIAL DESIGN AND ACCEPTABLE PER ALL RELEVANT CODES AND DESIGN CRITERIA.

JAMES LOVE 3/16/2022 DATE

e - EXISTING LIGHT (PREVIOUSLY APPROVED AND/OR INSTALLED)

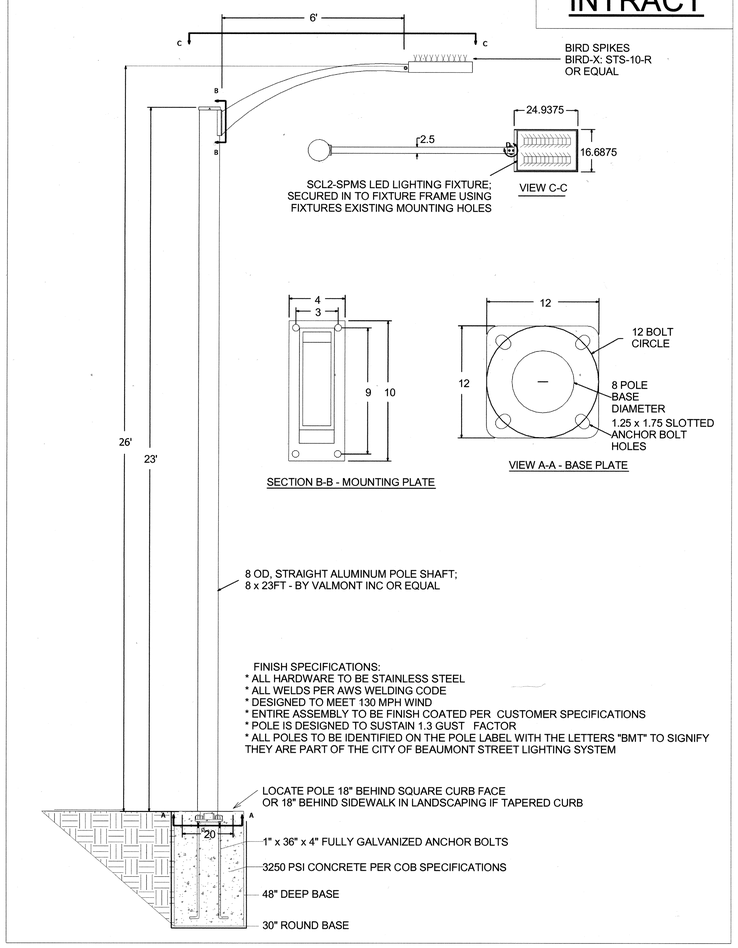
- NEW SOLAR/LED STREET LIGHT (DETAIL SL-1 - TYPE AS INDICATED)

1" = 60FT

N

Q-4

TYPE A INTRACT



FINISH SPECIFICATIONS:
* ALL HARDWARE TO BE STAINLESS STEEL
* ALL WELDS PER AWS WELDING CODE
* DESIGNED TO MEET 130 MPH WIND
* ENTIRE ASSEMBLY TO BE FINISH COATED PER CUSTOMER SPECIFICATIONS
* POLE IS DESIGNED TO SUSTAIN 1.3 GUST FACTOR
* ALL POLES TO BE IDENTIFIED ON THE POLE LABEL WITH THE LETTERS "BMT" TO SIGNIFY THEY ARE PART OF THE CITY OF BEAUMONT STREET LIGHTING SYSTEM

SHEET NOTES

1. Street lights to be installed per current City of Beaumont standards and current NEC code.
2. Any gang style mail box units added to this tract shall have illumination per City of Beaumont standard.
3. Street lights to be inspected per City of Beaumont requirements, coordinate work with inspector far enough in advance to avoid delays.
4. Arrow indicates direction that streel light arm is oriented.
5. All work relating to the assembly or attachment of the light fixture, batteries, solar panel, and all electrical connections/wiring shall be performed by a certified journeyman electrician.

STREET LIGHT GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF ITS CONSTRUCTION SCEHDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951)769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTES OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENT.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET SECTION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS AND STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WINTHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
5. IT SHALL BE THE RESPONSIBILITY OF THE DEPVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION, FOR ENCROACHMENT PERMEIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT OF WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRIONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMIT MAY BE REQUIRED.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGNS AND MARKINGS NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE PUBLIC WORKS DEPARTMENT OR INSPECTOR TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
7. DEVELOPER SHALL BE FULLY RESONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO APPLY TO THE CALIFORNIA DEPARTMENT OF TRANSPORATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERMFORMED WITHIN STATE RIGHT OF WAY.
9. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING SPECIFICATIONS.
10. STREET LIGHTING INSTALLATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 1000 AS APPLICABLE.
11. STREET LIGHT LOCATION SHALL BE IN CONFORMACE WITH APPROVED STREET IMPROVEMENT PLAN FOR THIS TRACT.
12. LIST ORDINANCE NO. 1054 FROM THE CITY OF BEAUMONT AS A GOVERNING DOCUMENT.

PW2018-03007

BEI
BEAUMONT ELECTRIC INC
877 W. 4th St Ste A
Beaumont, CA 92223
951.845.8972
C10-718329 SBE - WBE - DBE

DESIGNED BY:	j.love
DRAWN BY:	a.javier
CHECKED BY:	j.love
SCALE:	As indicated
DATE:	8/28/2018 3:11:51 PM

Plan Approved By: _____ Staff Engineer Date 1.25.19

Recommended for Approval By: _____ Engineer Date 1.25.19

Approved By: Guadalupe D. Ojeda RCE 36988 – Acting City Engineer Date 2/1/19

City of Beaumont Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA

PARDEE HOMES
PA 13

Street Light Plan

SHEET

SL-1

X

FILE: 3248

8/28/2018 3:11:51 PM

Punch List

Project Name: (Locals) Street Improvement Performance Bond **Bond Number: 0216988**

	Tract No: 37426	PW2022-0817	File No: 3199
Inspected By: Jason Craghead		**Page: 1 of 1**	**Date: 5/25/2022**

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1)	No items at this time		
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			

[COMPANY NAME]

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2020-0451
Receipt No. 971250
Fee $484.43 App. $3,000.00 Insp
Date Paid 2/19/20
Inv. 7850

BOND EXONERATION APPLICATION

Bond Type: [X] Performance [ ] Maintenance [ ] Final Monument Inspection [ ] Other: _____

1. Contact's Name Kory Liston Phone 951-310-7008
2. Contact's Address 1250 Corona Pointe Ste 500 City/State/Zip
5. Contact's E-mail Kory.liston@woodsidehomes.com
3. Developer Name Woodside OSS, LP Phone 951-310-7008
   (If corporation or partnership application must include names of principal officers or partners)
4. Developer Address 1250 Corona Pointe Ste 500 Corona 92879 City/St/Zip
5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
   TR31462-7 Oak ridge @ Fairway Canyon
   ~~Sewer, Streets + Drainage - PB00535000068~~
   Monument Bond PB00535000069

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

   Kory Liston Kay [signature] 1/31/20
   Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

   Kory Liston Kay [signature] 1/21/20
   Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Kg [illegible] Cory Liston 1/31/20

Print Name and Sign – Contact/Applicant Date

Rev. 02/25/2015

Basic Gov (Sales Force) # 13-1470
File # ~~\~~

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462-7)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and Woodside 055, LP, a California company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-7 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

_____
Date

DEVELOPER Woodside 055, LP a California Limited Partnership
By: WDS, GP, Inc. a California corporation
Its: General Partner

By _____

4-23-15
Date

Title: Authorized Signatory

Address: 11870 Pierce St. #250
Riverside, CA 92505

PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

Exhibit "A" and "B"

13-1470

Bond No. PB00535000069
Premium: $100.00 (Initial One Year Term)

MONUMENT BOND

Subdivision Map Act Bond Format

WHEREAS, **Woodside 05S, LP**, hereinafter designated as "Principal", desires to record a final map for the development identified as: **Tract Map No. 31462-7.**

WHEREAS, pursuant to Article 9, Chapter 1, Division 2, SUBDIVISION, of the Government Code of the State of California, the interior monuments shown on said final map need not be set at the time the map is recorded and said "Principal" wishes to have the interior monuments set after the time the map is recorded. Said "Principal" agrees to furnish a security guaranteeing the cost of setting such monuments.

NOW, THEREFORE, We, the "Principal" and **Philadelphia Indemnity Insurance Company**, as Surety, are held and firmly bound unto the **City of Beaumont** in the penal sum of **Thirteen Thousand and 00/100 Dollars ($13,000.00)**, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The conditions of this obligation is such that if the monuments are set, and the engineer or surveyor setting the final monuments shall have been paid, then this obligation shall become null and void. Otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the amount of deposit specified above, it is agreed that we shall pay the costs and reasonable expenses and fees, including reasonable attorney's fees, if any, incurred by the City in successfully enforcing such obligation against us, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHREROF, this instrument has been duly executed by the principal and surety above named, on April 13th, 2015.

Principal	**Surety**
Woodside 05S, LP, a California limited partnership **By: WDS, GP, Inc., a California corporation** **Its: General Partner**	**Philadelphia Indemnity Insurance Company**
By: _____ Tim McGinnes, Authorized Signatory	By: _____ Michael J. Perry, Attorney-in-fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: DANA L. DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J. PERRY AND PAUL A. BLAND OF THE D.L.D. COMPANY DBA D.L.D. INSURANCE BROKERS INC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April, 2015.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On 4/13/15 before me, Brandy Novak, Notary Public, Notary Public,
(Here insert name and title of the officer)

personally appeared Michael J. Perry,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

B. NOVAK
Commission # 1935357
Notary Public - California
Orange County
My Comm. Expires May 7, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Monument Bond PB00535000069
(Title or description of attached document)

Fairway Canyon Tract 31462-7
(Title or description of attached document continued)

Number of Pages 1 Document Date 4/13/15

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Riverside)

On April 14, 2014 before me, Rochelle M. Srcmalla, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Tim McGinnis
Name(s) of Signer(s)

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

ROCHELLE M. SRCMALLA
Commission # 1931536
Notary Public - California
Riverside County
My Comm. Expires May 2, 2015

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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PROACTIVE
ENGINEERING WEST

July 28, 2020

City of Beaumont
Public Works
550 E 6th Street
Beaumont, Ca 92223

RE: Final Monumentation-Tract Map No. 31462-7

Dear Sir or Madam:

As of July 28, 2020, all monuments for the referenced map have been set, are flagged up and awaiting inspection. Proactive Engineering Consultants West, Inc. has been paid in full for their services in this matter.

If you have any questions or need additional information, please do not hesitate to call Miguel A. Villasenor at 951-657-1200.

Respectfully submitted,

Sincerely,

Miguel A. Villasenor
PLS 8509, Expires 12/31/20

Date 07/28/20

25109 Jefferson Ave, Ste 200, Murrieta CA 92562 Ph: 951-200-6840/Fax: 951-200-6850 infopecw@proactiveengineering.net

2015-0428229
ORIGINAL

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

TRACT NO. 31462-7

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST — JULY 2015

NUMBER OF LOTS: 149
NUMBER OF LETTERED LOTS : 8
ACREAGE OF LOTS: 34.00 AC.
ACREAGE OF LETTERED LOTS: 7.62 AC.
TOTAL ACREAGE: 41.62 AC.

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR ROADWAY PURPOSES: LOTS "B" THROUGH "H", INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

WE ALSO HEREBY DEDICATE TO THE CITY OF BEAUMONT, LOT 149 FOR PARK PURPOSES, AS SHOWN HEREON;

WE ALSO HEREBY RETAIN LOT "A" AS INDICATED FOR LANDSCAPE MAINTENANCE PURPOSES FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS AND ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT;

WE ALSO HEREBY DEDICATE AN EASEMENT TO THE CITY OF BEAUMONT, THE 5' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.), AS SHOWN HEREON;

WE ALSO HEREBY DEDICATE TO BEAUMONT CHERRY VALLEY WATER DISTRICT A WATER FACILITIES, A 5' WIDE EASEMENT AS SHOWN HEREON FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES;

WE ALSO HEREBY DEDICATE AN EASEMENT TO THE CITY OF BEAUMONT, FOR STORM DRAIN EASEMENTS ON LOTS 28 AND 43, AS SHOWN HEREON.

WOODSIDE 05S, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: Tim McGinnis
PRINTED NAME: Tim McGINNIS
TITLE: Vice President

BY: _____
PRINTED NAME: _____
TITLE: _____

NOTARY ACKNOWLEDGMENT

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

STATE OF California
COUNTY OF Riverside
ON August 13, 2015 BEFORE ME Rochelle M. Sromalla, A NOTARY PUBLIC PERSONALLY APPEARED Tim McGinnis WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/~~ARE~~ SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/~~SHE/THEY~~ EXECUTED THE SAME IN HIS/~~HER/THEIR~~ AUTHORIZED CAPACITY(IES), AND THAT BY HIS/~~HER/THEIR~~ SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
Rochelle M. Sromalla
SIGNATURE
Rochelle M. Sromalla
PRINT NAME
MY COMMISSION EXPIRES: May 2, 2019
MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY.

NOTARY ACKNOWLEDGMENT

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

STATE OF _____
COUNTY OF _____
ON _____ BEFORE ME _____, A NOTARY PUBLIC PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
_____
SIGNATURE
_____
PRINT NAME
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY.

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 113,000.00, HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF THE FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS. THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED.
CASH OR SURETY BOND

DON KENT
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

DATED: AUGUST 13, 2015

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. REDLANDS AND YUCAIPA WATER COMPANY–OWNER OF EASEMENTS FOR WATER RIGHTS AND ROAD ACCESS PURPOSES AS DISCLOSED BY DOCUMENT RECORDED MARCH 12, 1913 IN BOOK 373, PAGE 56 OF DEEDS, RECORDS OF RIVERSIDE COUNTY.

2. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFER'S ASSOCIATION, A CALIFORNIA NON–PROFIT MUTUAL BENEFIT CORPORATION–OWNERS OF AN EASEMENT FOR FLIGHT AND IMPACT OF ERRANT GOLF BALLS AS RECORDED DECEMBER 28, 2000, AS INSTRUMENT NO. 2000–516796 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY. SAID EASEMENT COVERS PARCELS 1 THROUGH 4, INCLUSIVE OF THIS PARCEL MAP.

3. MINERAL RIGHT DESCRIBED IN DEED RECORDED 11/14/2002, AS INSTRUMENT NO. 2003–899365, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 113,000.00. THIS CERTIFICATION EXCLUDES ANY SUPPLEMENTAL TAX ASSESSMENTS NOT YET EXTENDED.
DATED: AUGUST 13, 2015

DON KENT, COUNTY TAX COLLECTOR

BY: _____ DEPUTY

RECORDER'S STATEMENT

FILED THIS 28th DAY OF SEPT., 2015
AT 9:45 A.M. IN BOOK 447 OF MAPS, AT PAGES 17-23, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF BEAUMONT.
NO. 2015-0428229
FEE $ 22.00

PETER ALDANA
ASSESSOR –COUNTY CLERK – RECORDER
BY: Maria Theresa J. Abreu DEPUTY
SUBDIVISION GUARANTEE: FIDELITY NATIONAL TITLE COMPANY

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SDC FAIRWAY CANYON, LLC ON JULY, 2013. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: Aug 4, 2015
Rebecca Winn
REBECCA WINN, L.S. 7699 DATE
EXPIRES 12-31-16

PROFESSIONAL LAND REBECCA WINN SURVEYOR — No. L7699 Exp. 12/31/16 — STATE OF CALIFORNIA

BEAUMONT CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT 31462, AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON OCTOBER 21, 2014, THE EXPIRATION DATE BEING OCTOBER 21, 2016, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: 21 AUGUST, 2015
DENNIS W. JANDA, CITY SURVEYOR
L.S. 6359

PROFESSIONAL LAND DENNIS W. JANDA SURVEYOR — L.S. 6359 — STATE OF CALIFORNIA

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES THE TRACT MAP NO. 31462–7 AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY COUNCIL DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES. BUT THAT SAID ROADS SUBJECT TO IMPROVEMENTS SHALL NOT BECOME PART OF THE CITY MAINTAINED SYSTEM UNTIL ACCEPTED BY THE CITY PURSUANT TO SECTION 941 OF THE STREETS AND HIGHWAYS CODE.

FOR STREET AND PUBLIC UTILITY PURPOSES (IN FEE) LOT "B" (MICKELSON DRIVE), LOT "C" (FORD STREET), LOT "D" (SMITH AVENUE), LOT "E" (LYLE LANE), LOT "F" (THORPE TRAIL), LOT "G" (GOLBY DRIVE), AND LOT "H" (JACOBSON ROAD);

THE EASEMENT FOR STORM DRAIN ON LOTS 28 AND 43, IS HEREBY ACCEPTED SUBJECT TO IMPROVEMENTS;

FOR PUBLIC PARK PURPOSES, LOT 149 IS HEREBY ACCEPTED SUBJECT TO IMPROVEMENT;

THE 5' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.), IS HEREBY ACCEPTED SUBJECT TO IMPROVEMENTS.

DATED: Sept 17th 2015

BY: _____
CITY CLERK, CITY OF BEAUMONT, RIVERSIDE COUNTY, CALIFORNIA

BEAUMONT CHERRY VALLEY WATER DISTRICT ACCEPTANCE STATEMENT

THIS IS TO CERTIFY THAT THE INTEREST IN THE WATER FACILITIES EASEMENT CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM WOODSIDE 05S LP, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATED: AUGUST 6th 2015

BY: _____
BEAUMONT CHERRY VALLEY WATER DIST.
ITS: G.M.

2015-0428229
ORIGINAL

Item 6.

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

TRACT NO. 31462-7

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST

JULY 2015

SCALE: 1"=200'

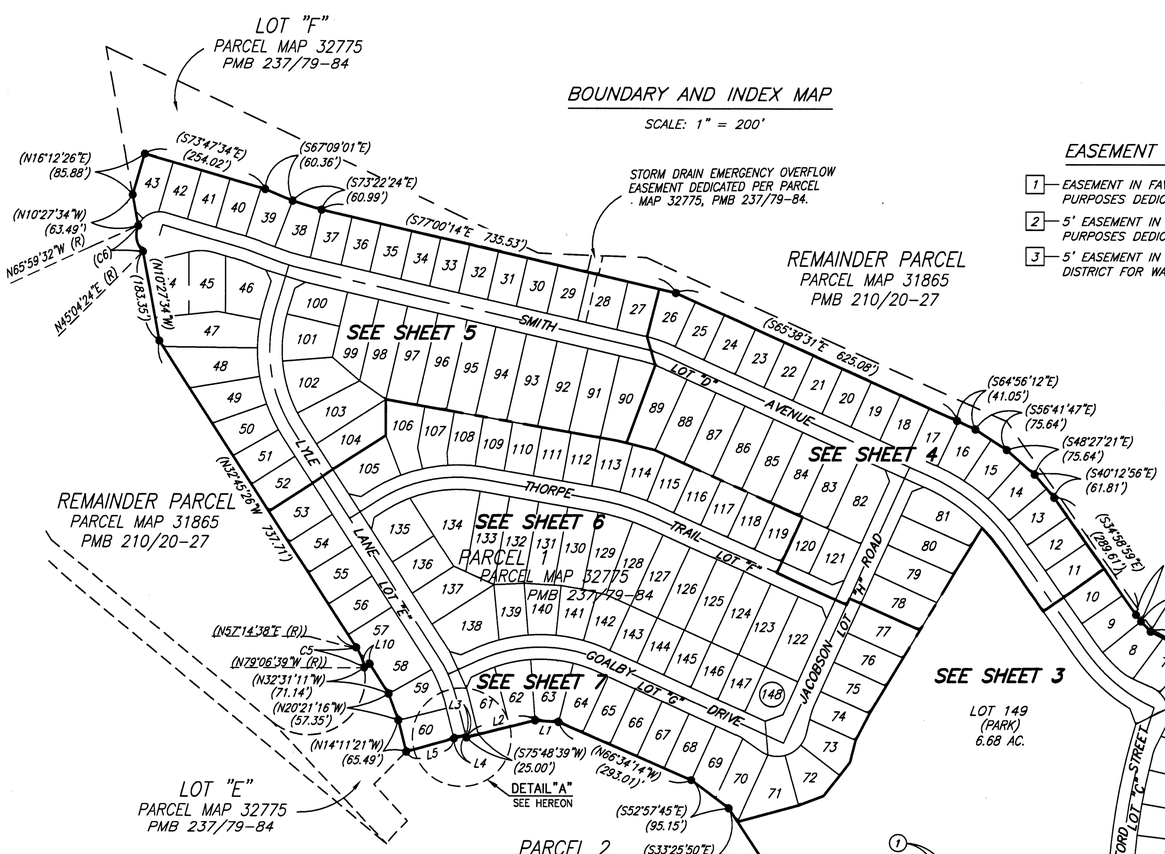
0 200 400 600

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
(C1)	300.00'	23°10'01"	121.30'	61.49'
(C2)	47.00'	68°55'57"	56.55'	32.26'
(C3)	1100.00'	21°52'05"	419.84'	212.50'
(C4)	1138.00'	0°06'51"	2.27'	1.13'
(C5)	115.00'	21°52'01"	43.89'	22.22'
(C6)	47.00'	68°56'04"	56.55'	32.26'
(C7)	1138.00'	19°37'01"	389.63'	218.67'

LINE TABLE		
LINE #	LENGTH	DIRECTION
(L1)	47.83'	N86°06'27"W
(L2)	143.11'	S75°48'39"W
(L3)	4.38'	N14°11'21"W
(L4)	25.00'	S75°48'39"W
(L5)	100.03'	S74°19'17"W
(L6)	13.28'	S57°13'40"E
(L7)	183.34'	N10°27'37"W
(L8)	38.00'	S87°15'00"E (R)
L9	2.00'	N63°13'35"E
L10	13.27'	N57°14'37"E

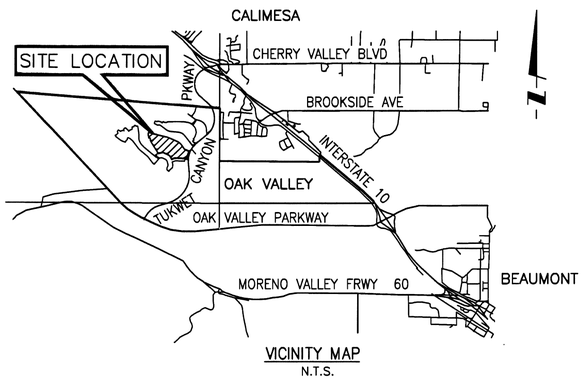
BOUNDARY AND INDEX MAP

SCALE: 1" = 200'

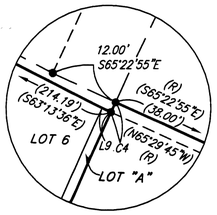


EASEMENT DEDICATIONS:

1. EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR STORM DRAIN PURPOSES DEDICATED HEREON.
2. 5' EASEMENT IN FAVOR OF CITY OF BEAUMONT FOR PUBLIC UTILITY PURPOSES DEDICATED HEREON.
3. 5' EASEMENT IN FAVOR OF BEAUMONT CHERRY VALLEY WATER DISTRICT FOR WATER FACILITY PURPOSES DEDICATED HEREON.

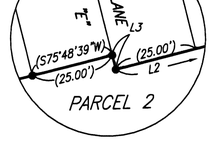


VICINITY MAP
N.T.S.



DETAIL "B"

SCALE: 1"=20'



DETAIL "A"

SCALE: 1"=30'

BASIS OF BEARINGS

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

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

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

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

SURVEYOR'S NOTES

( ) INDICATES RECORD AND MEASURED DATA PER PARCEL MAP 32775, PMB 237/79-84, UNLESS OTHERWISE NOTED.

● INDICATES FOUND 1" IP, AND TAG, "LS 7699", FLUSH, PER PARCEL MAP NO. 32775, PMB 237/79-84, UNLESS OTHERWISE NOTED.

○ INDICATES SET 1" I.D. X 18" I.P. AND TAG "LS 7699", FLUSH (RIV. CO. STD. A MON.)

1. SET 1" I.P. AND TAG, "LS 7699",FLUSH, AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
2. SET NAIL AND TAG MARKED "LS 7699" IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES.
3. MONUMENT THE ROAD RIGHT-OF-WAY OR ROAD EASEMENT SIDELINES AT ALL B.C.s, E.C.s, P.R.C.s, AND P.C.C.s UNLESS THE ROADS ARE TO BE IMPROVED AS COVERED IN SECTION 3.5.5.
4. ALL MONUMENTS ARE SET AND TAGGED PER RIV. CO, ORDINANCE NO 461.9.
5. ALL MONUMENTS SHOWN "SET" ARE IN ACCORDANCE WITH THE MONUMENT AGREEMENT FOR THE MAP, UNLESS OTHERWISE NOTED.
6. TRACT NO. 31462-7 CONTAINS 41.62 AC., GROSS

2015-0428229
ORIGINAL

Item 6.

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

TRACT NO. 31462-7

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST

JULY 2015

SHEET 3 OF 7 SHEETS

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	1100.00'	2°08'14"	41.03'	20.52'
C2	1288.00'	1°58'45"	44.49'	22.25'
C3	1288.00'	1°51'05"	41.62'	20.81'
(C4)	1138.00'	0°06'51"	2.27'	1.13'
C5	1288.00'	1°53'06"	42.38'	21.19'
C6	60.00'	19°17'49"	20.21'	10.20'
C7	100.00'	18°05'15"	31.57'	15.92'
C8	325.00'	13°00'22"	73.77'	37.05'
C9	375.00'	30°39'32"	200.66'	102.80'
C10	100.00'	12°02'22"	21.01'	10.55'
C11	1140.00'	1°41'22"	33.61'	16.81'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.04'	N48°40'32"E
L2	25.89'	N41°15'37"W
L3	23.00'	N43°25'40"E
L4	40.91'	S66°04'36"E
L5	20.72'	N43°25'40"E
L6	22.42'	N41°15'37"W

SEE SHEET 2 FOR BASIS OF BEARINGS, EASEMENT DEDICATIONS, AND SURVEYOR'S NOTES.

SCALE: 1"=50'

0 50 100 150

SEE SHEET 4

SEE SHEET 7

SEE SHEET 2

JACOBSEN ROAD

LOT "H"

SMITH AVENUE

LOT "D"

FORD STREET

LOT "C"

TUKWET CANYON PARKWAY

LOT "A"

LOT "F"
PARCEL MAP 32775
PMB 237/79-84

REMAINDER PARCEL
PARCEL MAP 31865
PMB 210/20-27

PARCEL 1
PARCEL MAP 32775
PMB 237/79-84

LOT 149
(PARK)
6.68 AC.

PARCEL 2
PARCEL MAP 32775
PMB 237/79-84

PARCEL D
04-LLA-13
OR 2004-0826803

DECLARATION OF DEDICATION PER INSTR. # 241545, RECORDED 6/2/99.

DETAIL "B" SEE SHEET 2

25' ROAD EASEMENT PER P.M. 32775 PMB 237/79-84

MICKELSON DRIVE

LOT "B"

2015-0428229
ORIGINAL

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

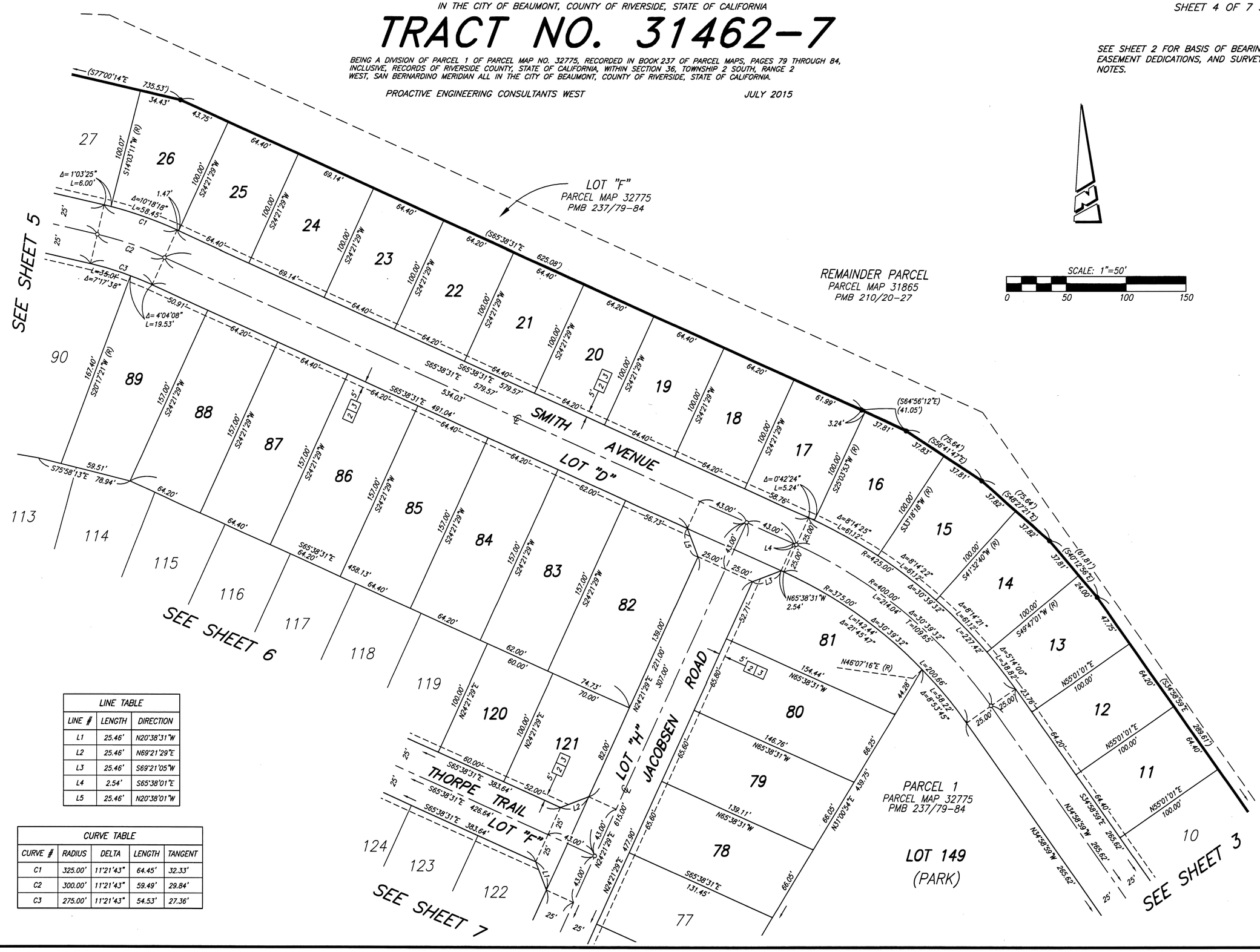
TRACT NO. 31462-7

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST

JULY 2015

SEE SHEET 2 FOR BASIS OF BEARINGS, EASEMENT DEDICATIONS, AND SURVEYOR'S NOTES.



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.46'	N20°38'31"W
L2	25.46'	N69°21'29"E
L3	25.46'	S69°21'05"W
L4	2.54'	S65°38'01"E
L5	25.46'	N20°38'01"W

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	325.00'	11°21'43"	64.45'	32.33'
C2	300.00'	11°21'43"	59.49'	29.84'
C3	275.00'	11°21'43"	54.53'	27.36'

2015-0428229
ORIGINAL

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

TRACT NO. 31462-7

SHEET 5 OF 7 SHEETS

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST — JULY 2015

SEE SHEET 2 FOR BASIS OF BEARINGS, EASEMENT DEDICATIONS, AND SURVEYOR'S NOTES.

SCALE: 1"=50'
0 50 100 150

LOT "F"
PARCEL MAP 32775
PMB 237/79-84

REMAINDER PARCEL
PARCEL MAP 31865
PMB 210/20-27

LOT "D"

SMITH AVENUE

LYLE LANE

LOT "E"

STORM DRAIN EMERGENCY OVERFLOW EASEMENT DEDICATED PER PARCEL MAP 32775, PMB 79-84

17' EMERGENCY OVERFLOW EASEMENT DEDICATED HEREON

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	8.27'	S77°00'14"E
L2	24.63'	S59°49'51"W
L3	24.43'	N26°03'49"W
L4	30.00'	S68°47'34"E
L5	38.50'	S73°47'34"E
L6	29.38'	N10°27'34"W
L7	3.00'	N77°00'14"W

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
(C11)	47.00'	89°46'39"	73.64'	46.82'
C1	325.00'	11°21'43"	64.45'	32.33'
C2	300.00'	11°21'43"	59.49'	29.84'
C3	275.00'	11°21'43"	54.53'	27.36'
C4	475.00'	8°12'40"	68.07'	34.09'
C5	500.00'	3°40'09"	32.02'	16.02'
C6	500.00'	8°12'40"	71.66'	35.89'
C7	500.00'	4°32'31"	39.64'	19.83'
C8	525.00'	5°00'00"	45.82'	22.92'
C9	500.00'	5°00'00"	43.63'	21.83'
C10	475.00'	5°00'00"	41.45'	20.74'
(C11)	47.00'	68°56'04"	56.55'	32.26'
C12	47.00'	20°50'33"	17.10'	8.64'
C13	47.00'	42°40'01"	35.00'	18.36'

SEE SHEET 4
SEE SHEET 6
SEE SHEET 6

2015-0428229
ORIGINAL

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

SHEET 6 OF 7 SHEETS

TRACT NO. 31462-7

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

PROACTIVE ENGINEERING CONSULTANTS WEST — JULY 2015

SEE SHEET 2 FOR BASIS OF BEARINGS, EASEMENT DEDICATIONS, AND SURVEYOR'S NOTES.

SCALE: 1"=50'
0 50 100 150

SEE SHEET 5 — SEE SHEET 4 — SEE SHEET 7 — SEE SHEET 7

THORPE TRAIL — LOT "E" — LOT "F" — LYLE LANE

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	25.46'	S77°45'27"E
L2	25.46'	S12°14'37"W

REMAINDER PARCEL
PARCEL MAP 31865
PMB 210/20-27

2015-0428229
ORIGINAL

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

TRACT NO. 31462-7

SHEET 7 OF 7 SHEETS

BEING A DIVISION OF PARCEL 1 OF PARCEL MAP NO. 32775, RECORDED IN BOOK 237 OF PARCEL MAPS, PAGES 79 THROUGH 84, INCLUSIVE, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN ALL IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

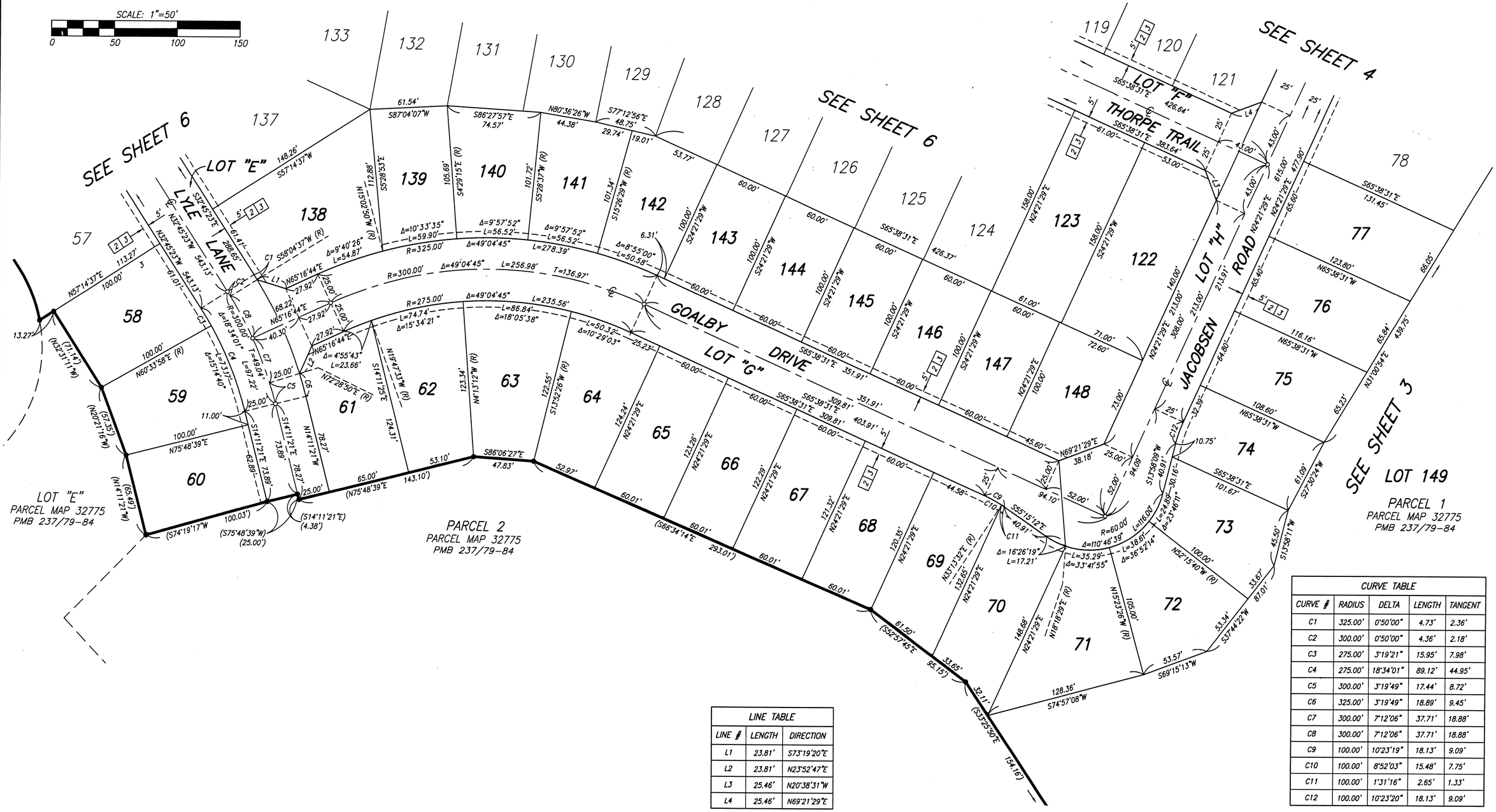
PROACTIVE ENGINEERING CONSULTANTS WEST

JULY 2015

SEE SHEET 2 FOR BASIS OF BEARINGS, EASEMENT DEDICATIONS, AND SURVEYOR'S NOTES.

SCALE: 1"=50'

0 50 100 150



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	23.81'	S73°19'20"E
L2	23.81'	N23°52'47"E
L3	25.46'	N20°38'31"W
L4	25.46'	N69°21'29"E

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	TANGENT
C1	325.00'	0°50'00"	4.73'	2.36'
C2	300.00'	0°50'00"	4.36'	2.18'
C3	275.00'	3°19'21"	15.95'	7.98'
C4	275.00'	18°34'01"	89.12'	44.95'
C5	300.00'	3°19'49"	17.44'	8.72'
C6	325.00'	3°19'49"	18.89'	9.45'
C7	300.00'	7°12'06"	37.71'	18.88'
C8	300.00'	7°12'06"	37.71'	18.88'
C9	100.00'	10°23'19"	18.13'	9.09'
C10	100.00'	8°52'03"	15.48'	7.75'
C11	100.00'	1°31'16"	2.65'	1.33'
C12	100.00'	10°23'20"	18.13'	9.09'

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. 16-3770
Receipt No. 6916227
Fee $ 2300.00
Date Paid 7/29/16

BOND EXONERATION APPLICATION

Bond Type: [X] Performance [ ] Maintenance [ ] Final Monument Inspection [ ] Other: _____

1. Contact's Name Michael Jagels Phone 949-939-9564
2. Contact's Address 11870 Pierce St. #250, Riverside, CA 92505
   City/State/Zip
6. Contact's E-mail mikej@woodsidehomes.com
3. Developer Name Woodside 055, LP (Tim McGinnis - VP) Phone 951-710-1200
   (If corporation or partnership application must include names of principal officers or partners)
4. Developer Address 11870 Pierce St. #250, Riverside, CA 92505
   City/St/Zip
5. Description of Bonds (including Bond Number, Tract Map/Application number, File number, and description of improvements covered, must use separate application for each Map/Tract)):
   TR31462-7, Bond #PB00535000068
   Street, sewer, & storm drain work (in the first phase & development - see plan highlighted)
   File #'s 2038, 2039, 2040
6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

   Michael Jagels _____ 6-13-16
   Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

   Michael Jagels _____ 6-13-16
   Print Name and Sign – Contact/Applicant Date

Woodside Homes

BETTER BY DESIGN

Letter of Transmittal

Date: 6-13-16

To: Gilbert Fausto
Engineering Dept.

From: Michael Jagels
949-939-9564

Company: City of Beaumont

RE: Woodside TR31462-7 Slope Plan Submittal (Mylar Set)

Gilbert,

I am requesting a bond reduction for improvements that have been installed in TR31462-7. The completed improvements are within our first development phase of TR31462-7 and included street, storm, and sewer work. **The requested bond reduction amount is $883,255.49.**

Bond Info:

- Bond #PB00535000068
- Total bond $2,105,807.55
- Surety- Philadelphia Indemnity Insurance Company

Please see the attached copies of the approved improvement plans that depict the areas of work that have been completed. These areas are highlighted in yellow. These particular areas represent our first phase of development.

Southern California Division

11870 Pierce Street, Suite 250 • Riverside, California 92505
Phone: (951) 710-1900 • Fax: (951) 688-8681
www.woodside-homes.com

Woodside Homes

BETTER BY DESIGN

I am providing you with the following documents:

- Bond exoneration application (filled out and signed)
- Completed development cost work sheet depicting $1,139,684.50 in completed work.
- Copies of the original bonds (exhibit A & B)
- Copies of the approved sewer plans, street plans, and storm drain plans.

I am also providing you with the following payments:

- $300 (ck #50252813) – application fee
- $2,000 (ck #50252812 – deposit

Southern California Division

11870 Pierce Street, Suite 250 • Riverside, California 92505
Phone: (951) 710-1900 • Fax: (951) 688-8681
www.woodside-homes.com

April 13, 2020

Woodside Homes
1250 Corona Pointe Court, Suite 500
Corona, CA 92879
Attn: Kory Liston

RE: Bond #PB00535000068 Street, Sewer, and Storm Drain Improvements

Dear Kory,

The City of Beaumont has received your request in regards to a reduction of bonds in the above referenced tract. Upon receipt of a maintenance bond in the amount listed below, the city will return the original Performance bond 45 days after recordation and replace it with the maintenance bond to be in place for no less than one year. The amount is as follows:

Project Name	Maintenance Amount
Street, Sewer, & Storm Drain Improvements	$473,806.70

If you wish to discuss this matter further please do not hesitate to contact me at (951) 769-8520 ext. 329

Thank you,

Suzanne Foxworth
Public Works Technician

Basic Gov (Sales Force) #
File #
Bond Number: PB00535000068
Premium: $15,794.00 (Initial Term One Year)

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 14, 2015, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-7, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Million One Hundred Five Thousand Eight Hundred Seven and 55/100 dollars ($2,105,807.55) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 13th, 2015.

PRINCIPAL:
Woodside 05S, LP, a California limited partnership
By: WDS, GP, Inc., a California corporation
Its: General Partner

By _____

Title Tim McGinnis, Authorized Signatory

SURETY:

Philadelphia Indemnity Insurance Company

By _____

Title Michael J. Perry, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St Asaph's Rd , Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: DANA L. DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J. PERRY AND PAUL A BLAND OF THE D.L.D. COMPANY DBA D.L D INSURANCE BROKERS INC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April, 2015.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On 4/13/15 before me, Brandy Novak, Notary Public, Notary Public,
(Here insert name and title of the officer)

personally appeared Michael J. Perry,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

B. NOVAK
Commission # 1935357
Notary Public - California
Orange County
My Comm. Expires May 7, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond PB00535000068
(Title or description of attached document)

Fairway Canyon Tract 31462-7
(Title or description of attached document continued)

Number of Pages 1 Document Date 4/13/15

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Riverside)

On April 14 2015 before me, Rochelle M. Sromalla, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Tim McGinnis
Name(s) of Signer(s)

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

ROCHELLE M. SROMALLA
Commission # 1931536
Notary Public - California
Riverside County
My Comm. Expires May 2, 2015

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

WITNESS my hand and official seal.

Signature Rochelle M. Sromalla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT "B"

Bond Number: PB00535000068
Premium: Included in Performance Bond

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated April 14, 2015, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-7, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Two Million One Hundred Five Thousand Eight Hundred Seven and 55/100 dollars ($2,105,807.55), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on April 13th, 20 15.

PRINCIPAL:
Woodside 05S, LP, a California limited partnership
By: WDS, GP, Inc., a California corporation
Its: General Partner

By _____

Title Tim McGinnis, Authorized Signatory

SURETY:

Philadelphia Indemnity Insurance Company

By _____

Title Michael J. Perry, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St Asaph's Rd , Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS that **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint DANA L DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J PERRY AND PAUL A BLAND OF THE D L D COMPANY DBA D I D INSURANCE BROKERS INC

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DANIELLE PORATH, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 22, 2016

Notary Public:

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: March 22, 2016

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of April, 2015.

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On 4/13/15 before me, Brandy Novak, Notary Public, Notary Public,
(Here insert name and title of the officer)

personally appeared Michael J. Perry,

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

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

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

B. NOVAK
Commission # 1935357
Notary Public - California
Orange County
My Comm. Expires May 7, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond PB00535000068
(Title or description of attached document)

Fairway Canyon Tract 31462-7
(Title or description of attached document continued)

Number of Pages 1 Document Date 4/13/15

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Riverside

On April 14, 2015 before me, Rochelle M. Srcmalla, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Tim McGinnis
Name(s) of Signer(s)

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

ROCHELLE M. SRCMALLA
Commission # 1931536
Notary Public - California
Riverside County
My Comm. Expires May 2, 2015

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Rev. 02/25/2015

Basic Gov (Sales Force) #
File #

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 31462-7)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and Woodside 055, LP, a California company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan #31462-7 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

_____
Date

DEVELOPER Woodside OSS, LP a California Limited Partner
By: WDS, GP, Inc. a California Corporation
Its: General Partner

By _____
Tim McGinnis

4-14-15
Date

Title: Authorized Signatory

Address: 11870 Pierce St. #250
Riverside, CA 92505

- Reduced Bond Amount
- What has been installed

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements
DATE: 27-Apr-16

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	864,035.25
Sewer	$	275,649.25
Total	$	1,139,684.50
Warranty Retension (22.5%)	$	256,429.01
Street/Drainage Plan Check Fees =	$	17,280.71
Sewer Plan Check Fees =	$	6,891.23
Street Inspection Fees =	$	25,921.06
Sewer Inspection Fees =	$	11,025.97

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

04.27.16
Date

George A. Lenfestey
Name typed or printed

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
2,332	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(125,939 sf)	$ 15.00	$ 34,980
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

$ 34,980

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
2,267	TON	Asphalt Concrete - 144 lbs/cu. Ft. (125,939 SF @ 0.25')	$ 90.00	$ 204,030
2,332	C.Y.	Aggregate Base Class II (125,939 SF@0.50')	$ 50.00	$ 116,600
1	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (125,939 SF)	$ 600.00	$ 540
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
7,722	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ 77,220
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
3,060	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 30,600
	S.F.	P.C.C. Sidewalk	$ 6.00	$ -
	SF	P.C.C. Drive Approach	$ 8.00	$ -
4	EA.	Handicapped Access Ramp	$ 1,500.00	$ 6,000
88	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ 704
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ 435,694.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
7	EA.	Street Name Sign	$ 250.00	$ 1,750
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
32	L.F.	Barricades	$ 28.00	$ 896
3,956	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ 39,560
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
-	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
95	EA.	Street Trees (15 gallon)	$ 150.00	$ 14,250
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
9	EA.	Gutter Depression for Curb Opening Catch Basin	$ 1,500.00	$ 13,500
1	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ 640
3	EA.	"STOP" Pavement Marking	$ 200.00	$ 600
3	EA.	Limit Line	$ 75.00	$ 225
6	EA.	R1 "STOP SIGN"	$ 250.00	$ 1,500
1	EA.	W53 "NOT A THROUGH STREET" Sign	$ 250.00	$ 250
				$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ 73,171.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
118	L.F.	18" R.C.P.	$ 60.00	$ 7,080
166	L.F.	24" R.C.P.	$ 70.00	$ 11,620
63	L.F.	30" R.C.P.	$ 80.00	$ 5,040
990	L.F.	36" R.C.P.	$ 90.00	$ 89,100
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
1	EA.	Drain Basin	$ 400.00	$ 400
1	EA.	Curb Outlet	$ 3,000.00	$ 3,000
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
1	EA.	Concrete Collar	$ 250.00	$ 250
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	L.F.	36" HDPE. Pipe	$ 75.00	$ -

SUBTOTAL = $ 116,490.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
1	EA.	Catch Basin W = 7'	$ 3,000.00	$ 3,000
2	EA.	Catch Basin W = 10'	$ 4,000.00	$ 8,000
3	EA.	Catch Basin W = 14'	$ 5,500.00	$ 16,500
3	EA.	Catch Basin W = 21'	$ 9,000.00	$ 27,000
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
8	EA.	Manhole No. 1	$ 2,700.00	$ 21,600
2	EA.	Manhole No. 2	$ 3,300.00	$ 6,600
	EA.	Manhole No. 3	$ 2,700.00	$ -
1	EA.	Manhole No. 4	$ 5,000.00	$ 5,000
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
132	L.F.	Catch Basin Trash Rack	$ 25.00	$ 3,300
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ 91,000

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 751,335
B.	Contingency (15%)	$ 112,700
C.	Streets/Drainage Total (A + B)	$ 864,035

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-7 Phase 1 Street, Sewer & Storm Drain Improvements DATE: 27-Apr-16

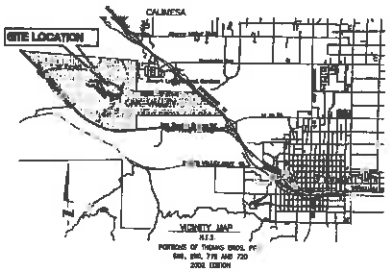
SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
2,271	L.F.	4" PVC. (148 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ 34,065
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
3,733	L.F.	8" PVC	$ 30.00	$ 111,990
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
15	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 37,500
	EA.	Drop Manholes	$ 4,000.00	$ -
88	EA.	Cleanouts	$ 500.00	$ 44,000
88	EA.	Sewer Y's	$ 25.00	$ 2,200
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station		$ -
39	EA.	Backflow prevention device	$ 250.00	$ 9,750
1	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ 190
				$ -

A.	Subtotal	$ 239,695
B.	Contingency (15% x A)	$ 35,954
C.	Sewer Total (A + B)	$ 275,649

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 31462-7
LINE U



PORTIONS OF THOMAS BROS. PG. 866, 866, 776 AND 720 2006 EDITION

LEGEND

CPCP	CAST IN PLACE CONCRETE PIPE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HGL	HYDRAULIC GRADE LINE
TOP	TOP OF PIPE
BOP	BOTTOM OF PIPE
SD	STORM DRAIN
INV	INVERT
PROP	PROPOSED
EXIST	EXISTING
CL	CENTERLINE
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISHED SURFACE
CB	CATCH BASIN
PRC	POINT OF REVERSE CURVE
PCC	POINT OF COMPOUND CURVE

SHEET INDEX

1 TITLE SHEET
2 NOTES SHEET – DETAIL SHEET
3 LINE U PLAN & PROFILE
4 LINE U PLAN & PROFILE
5 LINE U PLAN & PROFILE

APPLICANT/SUBDIVIDER

ARGENT MANAGEMENT
14711 MOISE AVE.
IRVINE, CA. 92614
CONTACT: DEREK HICKS
949-777-4400 WORK
949-241-8410 WORK

ASSESSOR'S PARCEL NO.

408-380-012

CONSTRUCTION NOTES & QUANTITY ESTIMATE

	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)	118	L.F.
2	CONSTRUCT 24" RCP (SEE PROFILE FOR D LOAD)	166	L.F.
3	CONSTRUCT 30" STORM DRAIN (SEE PROFILE FOR MATERIAL)	63	L.F.
4	CONSTRUCT 36" STORM DRAIN (SEE PROFILE FOR MATERIAL)	690	L.F.
13	CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH851	8	EA.
14	CONSTRUCT MANHOLE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH852	2	EA.
15	CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH852	1	EA.
16	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 309 (W & V PER PLAN)	9	EA.
17	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. MB01	1	EA.
18	CONSTRUCT PIPE ANCHORS AND BACKFILL STABILIZERS PER S.P.P.W.C. STD. NO. 221-1	0	EA.
19	INSTALL RIP-RAP WHERE SHOWN ON PLAN & PROFILE (90 lb ROCK 30" THICK	0	CY
20	INSTALL 18" HDPE	0	L.F.
21	INSTALL 36" HDPE	0	L.F.
22	INSTALL FIBERGLASS 30" DRAIN BASIN (OR APPROVED EQUIVALENT)	1	EA.
23	INSTALL CATCH BASIN TRASH RACK – DRAINGARD CURB INLET FILTER OR APPROVED EQUAL	132	L.F.

* CPCP SHALL BE CONSTRUCTED PER SECTION 308-4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)

NOTE:
TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.

NOTE:
THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE W. STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

NOTE:
FOR DESIGN VELOCITIES GREATER THAN 10 FPS AND LESS THAN 20 FPS, INVERT THICKNESS SHALL BE INCREASED BY 2" OVER THE LOWER 140' OF THE PIPE. FOR DESIGN VELOCITIES GREATER THAN 20 FPS, INVERT THICKNESS SHALL BE INCREASED BY 4" OVER THE LOWER 140' OF THE PIPE. NO C.P.C.P. IS ALLOWED WHEN VELOCITIES EXCEED 30 FPS. THE CONCRETE DESIGN STRENGTH OF INLET REACHES SHALL BE f'c = 5000 psi.

GENERAL NOTES

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL, STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN ON THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CONCRETE, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 2'x') UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. NO. 815
12. "X" IS THE DEPTH OF INLET AT THE CATCH BASIN MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE CITY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS AND TRUE LENGTHS OF PIPE AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO: THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN BARRIERS DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND REMAIN SEDIMENT AND DIRT, OIL, AND GREASE TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE CONFLICTS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS, OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS, OR HIS CONSULTANTS.

GEORGE ALAN LENTHERIC RCE 43920 — 07/24/15
EXPIRATION DATE 12-31-14 — DATE

THE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ADEQUATABILITY OF THE DESIGN HEREIN. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH THE CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED

NOTE: APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT

WOID NO.: 833384448

DIGALERT — DIAL TOLL FREE 1-800-227-2600 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM 1983, ZONE 6, AS DEFINED LOCALLY ON CONTROL STATIONS "WEST" AND "RABBIT".
BEARING: N 27°33'54" E

BENCHMARK:
DESCRIPTION USGS MONUMENT "WEST" BENCHMARK DESCRIBED AS "TOP OF CONCRETE MONUMENT STAMPED "WEST 1912" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY, 24.3 FT. S.E. OF THE CENTERLINE, 24.8 FT. S.W. OF THE S.W. EDGE OF THE STORM DISTRICT LANES OF INTERSTATE HIGHWAY 10"
ELEV. 2491.44, NGVD 29

BY	MARK	REVISIONS	APPR.	DATE
ENGINEER			CITY	

PREPARED BY: PROACTIVE ENGINEERING CONSULTANTS WEST, INC. 41915 Kalmia Ave., Suite 260, Murrieta, CA 92562, 951-698-6966
PROACTIVE ENGINEERING CONSULTANTS
GEORGE ALAN LENTHERIC RCE 43920 EXP. 12-31-2015 — 02/24/15 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER, No. 43920, Exp. 12-31-15, CIVIL, STATE OF CALIFORNIA

DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.107.000

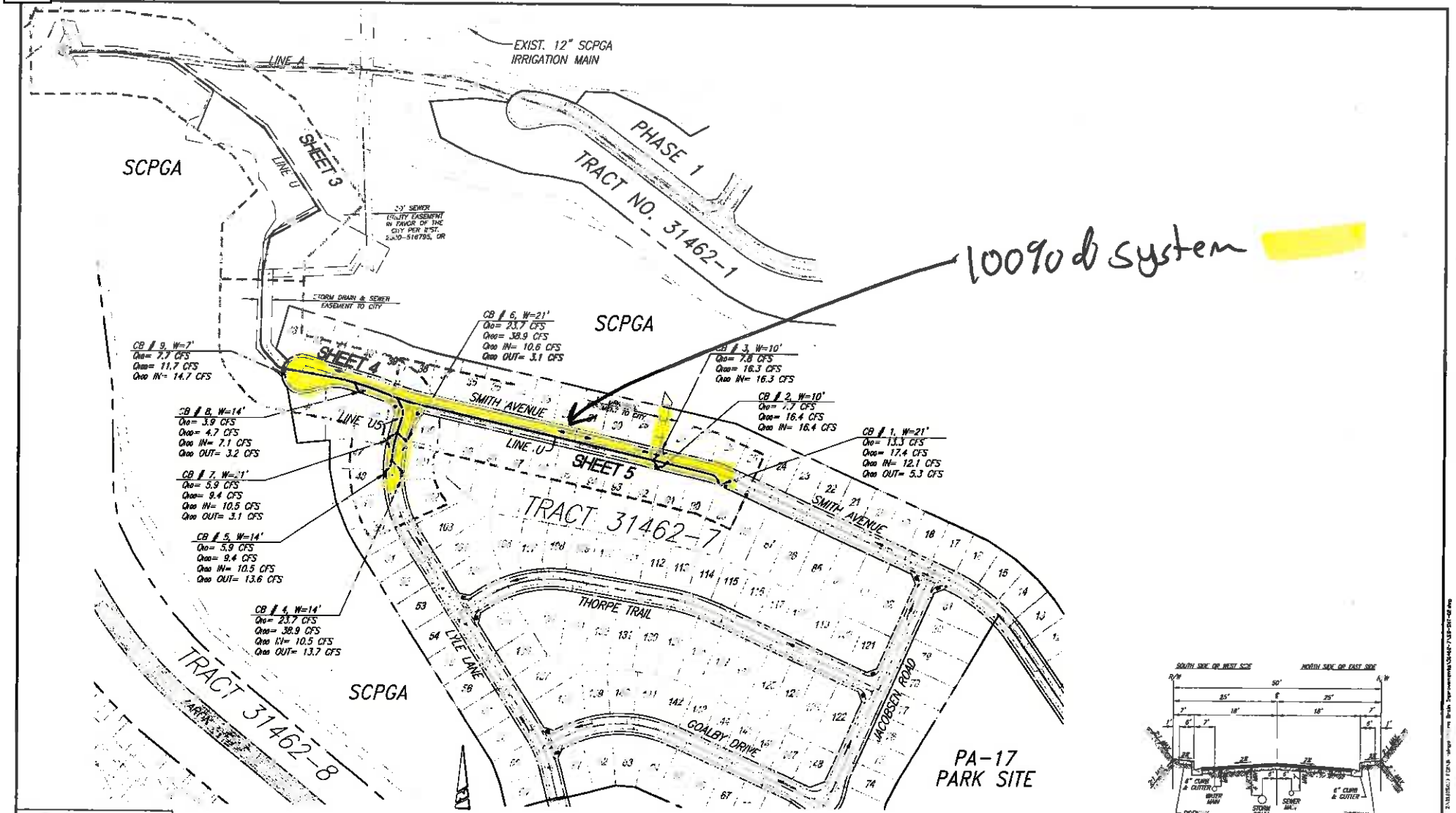
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 7/24/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-7
TITLE SHEET
STORM DRAIN LINE U

SHEET 1 OF 5 SHEETS
FILE NO.: 2040

PCSA — ARGENT MANAGEMENT

Portrait Feb. 4, 2014 - 2:31pm By mmorris DWG: P:\01107.000 PCE\Drawings\Storm Drain Improvements\Plan & Profile Sheets\Line U\Line U Plan & Profile.dwg



INDEX MAP

SCALE: 1"=200'

"A" STREET, "D" STREET
UNDERGROUND UTILITY LOCATION
TYPICAL SECTION

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ADEQUATELY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "PALM".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: U.S.C. & G.S. MONUMENT "REST"
BENCHMARK TIE: SET 2" IRON PIPE WITH CONCRETE MONUMENT STAMPED "REST 1974" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY, 25.3 FT. N.E. OF THE DRIVE CENTERLINE, 24.8 FT. S.W. OF THE S.B. EDGE OF 2 SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10.
ELEV. 2491.44, NGVD 29

BY	MM/D	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE
PETER ALAN DeMAYO
R.C.E. 45620 Exp. 12-31-2016
08/24/16
DATE

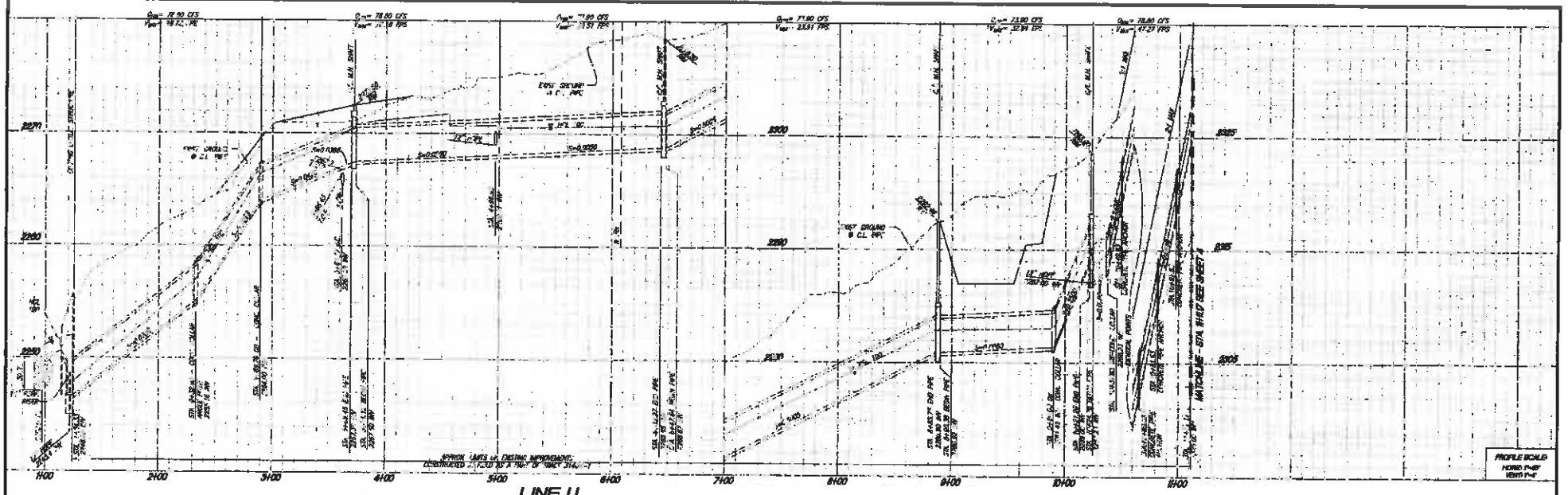
SEAL
No. 45620
CIVIL
STATE OF CALIFORNIA

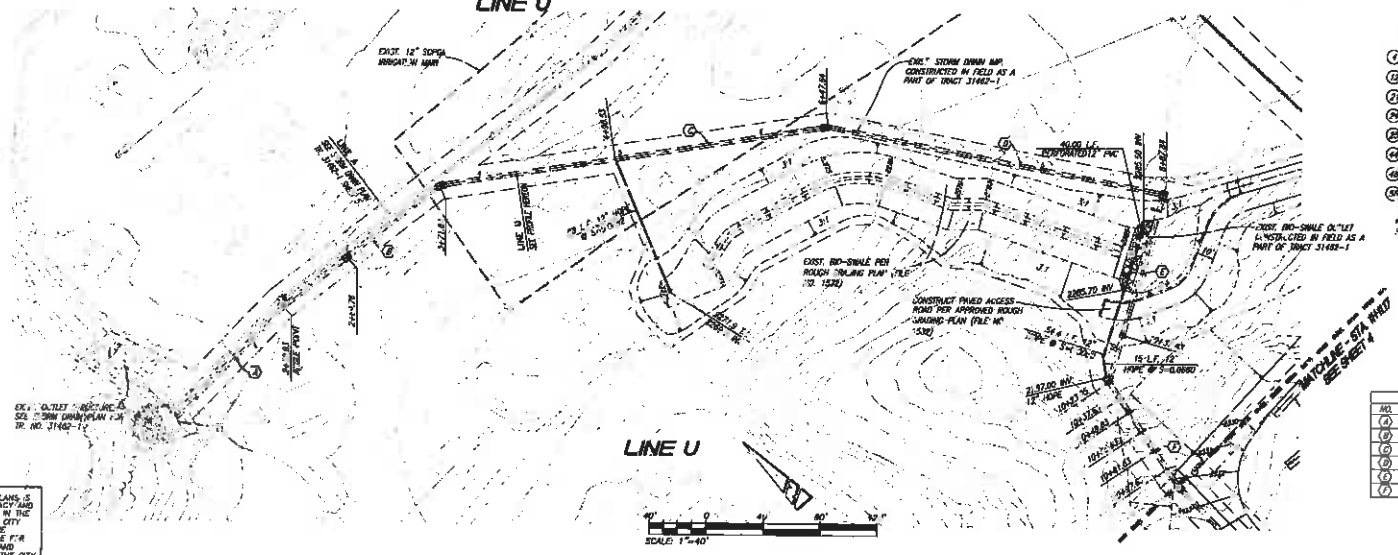
DESIGN BY:	PDD WEST
DRAWN BY:	PDD WEST
CHECKED BY:	PDD WEST
SCALES:	AS NOTED
DATES:	08/24/16
JOB NUMBER:	01.105.00.0

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 9/20/16
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-7
INDEX SHEET
FOR: ARGENT MANAGEMENT

SHEET 2 OF 5 SHEETS
FILE NO.: 2040





CONSTRUCTION NOTES:

(4) CONSTRUCT 36" STORM DRAIN (SEE PROFILE FOR MATERIAL)*
(12) CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH-[illegible]
(21) CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803
(24) CONSTRUCT PIPE ANCHORS AND BACKFILL STABILIZERS PER [illegible] STD. NO. 221-1
(25) INSTALL [illegible]-RAP WHERE SHOWN ON PLAN & PROFILE USE 50 LB ROCK 30" THICK
(44) INSTALL 12" HDPE PIPE
(48) INSTALL 36" HDPE PIPE
(50) INSTALL [illegible]OPLAST 30" DRAIN BASIN (OR APPROVED EQUIVALENT)

*PIPE SHALL BE CONSTRUCTED PER SECTION 306-4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK)

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	N89°11'11"E	----	109.60'	----
(B)	N82°45'10"W	----	138.95'	----
(C)	N53°41'52"W	----	273.91'	----
(D)	N33°47'24"W	----	240.20'	----
(E)	N6°12'36"E	----	136.12'	----
(F)	N11°15'11"E	----	87.22'	----

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ADAPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF INTERFERENCES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 5, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'50" E

BENCHMARK:
DESCRIPTION: [illegible] MONUMENT "REST" BENCHMARK [illegible] SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1979" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10.
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENTZ, R.C.E. 45920 EXP. 12-31-2016
03/24/15
DATE

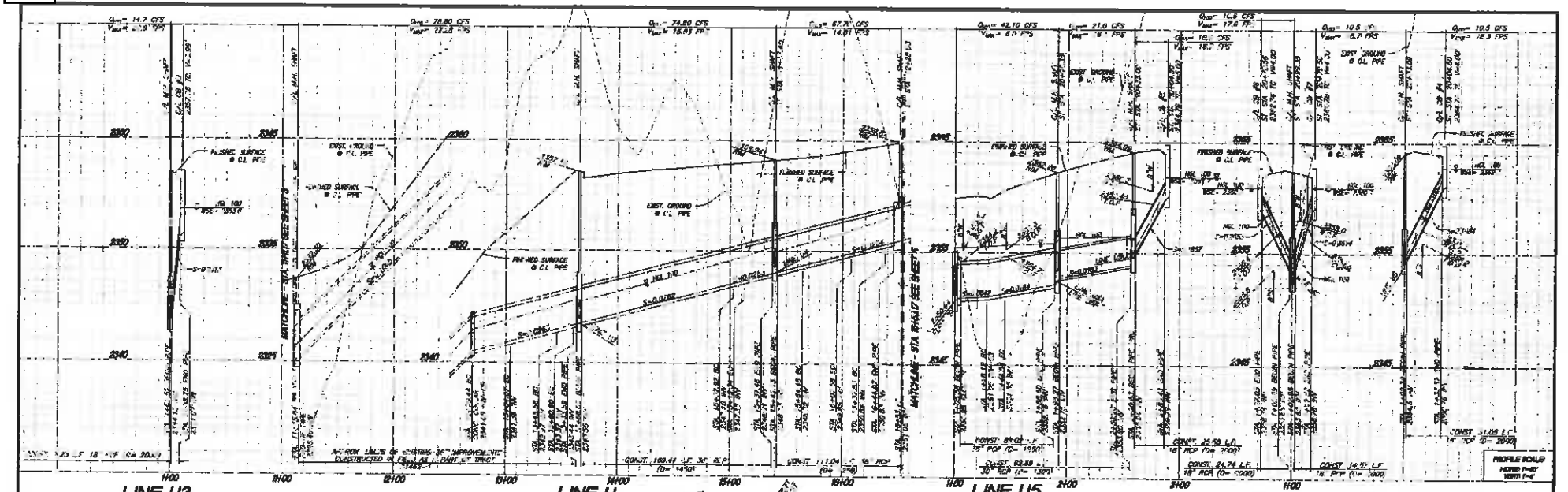
SEAL: REGISTERED PROFESSIONAL ENGINEER, STATE OF CALIFORNIA, No. 45920, EXP. 12-31-2016

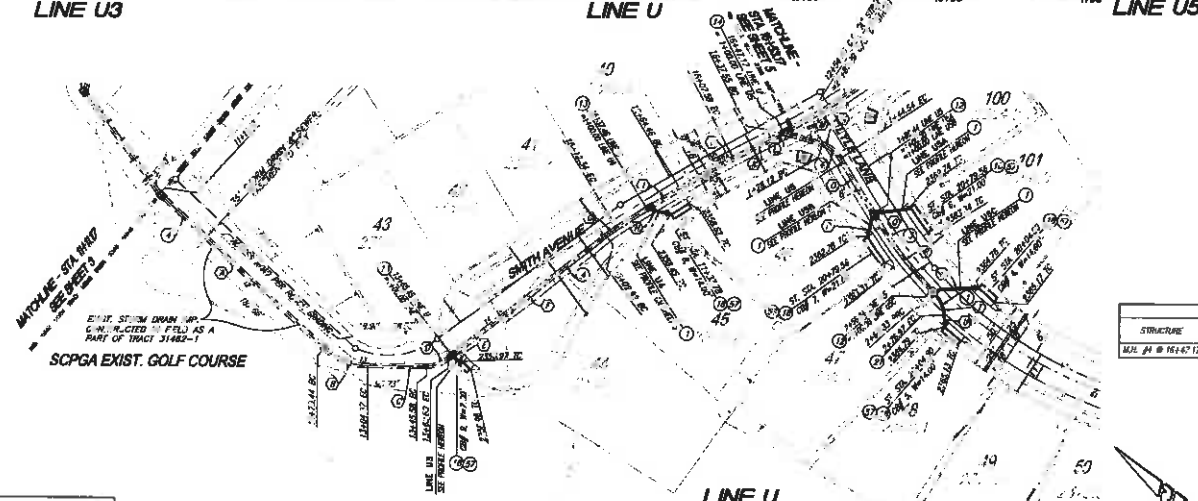
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 03/24/15
JOB NUMBER: 01.105.000

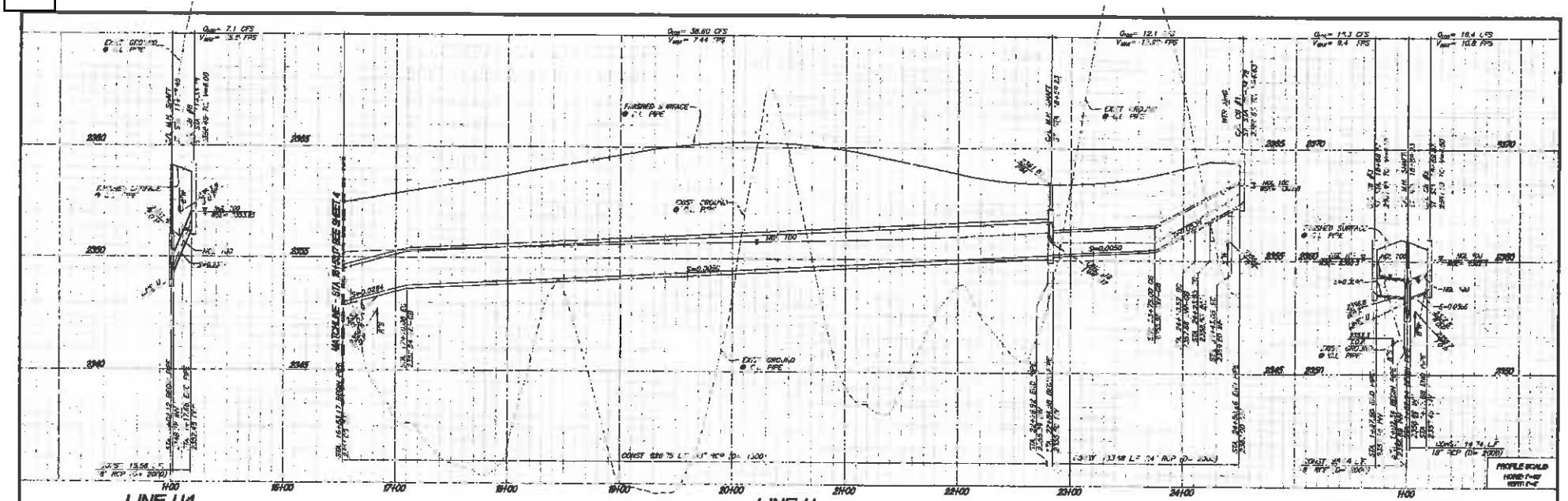
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: Kurt L. Carr, Administrative Engineer Date: 3/30/15
City of Beaumont, Public Works Department
Engineering Division

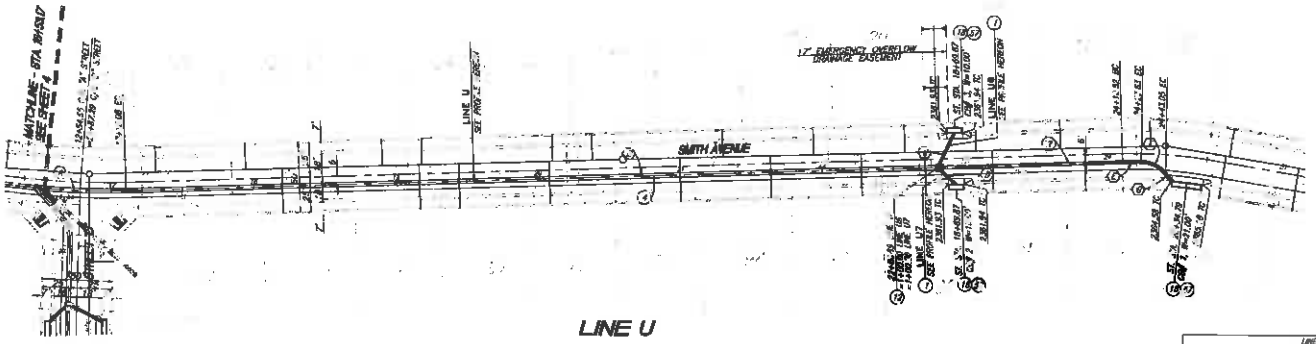
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-7
LINE U
FOR: ARGENT MANAGEMENT

SHEET 3 OF 5 SHEETS
FILE NO.: 2040




MATCHLINE - STA 99+00 SEE SHEET 3
SCPGA EXIST. GOLF COURSE
SMITH AVENUE
LINE U
LINE U3
SEE MORE HERON
SEE MORE HERON
SEE MORE HERON





CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D LOAD)
4. CONSTRUCT 36" STORM DRAIN (SEE PROFILE FOR MATERIAL) *
12. CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
16. CONSTRUCT CURB INLET CATCH BASIN PER CITY OF RIVERSIDE STD. NO. 300 (M & V PER PLAN)
17. INSTALL CATCH BASIN INSERT - DRAINPAC CURB SHEET FILTER OR APPROVED EQUAL

*RCP SHALL BE CONSTRUCTED PER SECTION 306-4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK)

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	08°33'48"	506.00'	56.40'	28.27'
(B)	N77°00'14"W	----	700.44'	----
(C)	N40°01'30"E	----	27.50'	----
(D)	S32°01'16"E	----	17.88'	----
(E)	02°33'22"	294.00'	13.12'	6.56'
(F)	62°26'15"	21.50'	13.41'	10.36'
(G)	N75°00'39"W	----	7.31'	----

SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OF DRAWING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE VALIDITY AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
BEARING ON THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REC" AND "RAMP".

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST"
ELEVATION: DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 23.3 FT. N.E. OF THE DRIVE CENTERLINE, 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE
ENGINEERING WEST
GF. RGE ALAN LENFEST
R.C.E. 44,000 EXP. 12-31-2018
02/24/18
DATE

SEAL:
No. 45000
Exp. 12-31-18
CIVIL
STATE OF CALIFORNIA

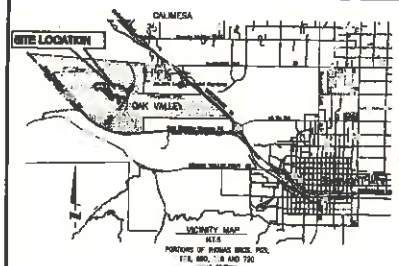
DESIGN BY:	PCG WEST
DRAWN BY:	PCG WEST
CHECKED BY:	PCG WEST
SCALE:	AS NOTED
DATE:	02/24/18
JOB NUMBER:	01.105.000

Reviewed By: _____ Date: _____
Recommended For Approval By: _____ Date: _____
Approved By: _____ Date: 3/6/18
A Lawful Agent to Eric Vaa
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-7
LINE U, U4, U6, + U7
FOR: ARGENT MANAGEMENT

SHEET 5 OF 5 SHEETS
FILE NO.: 2,040

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7



SEWER NOTES

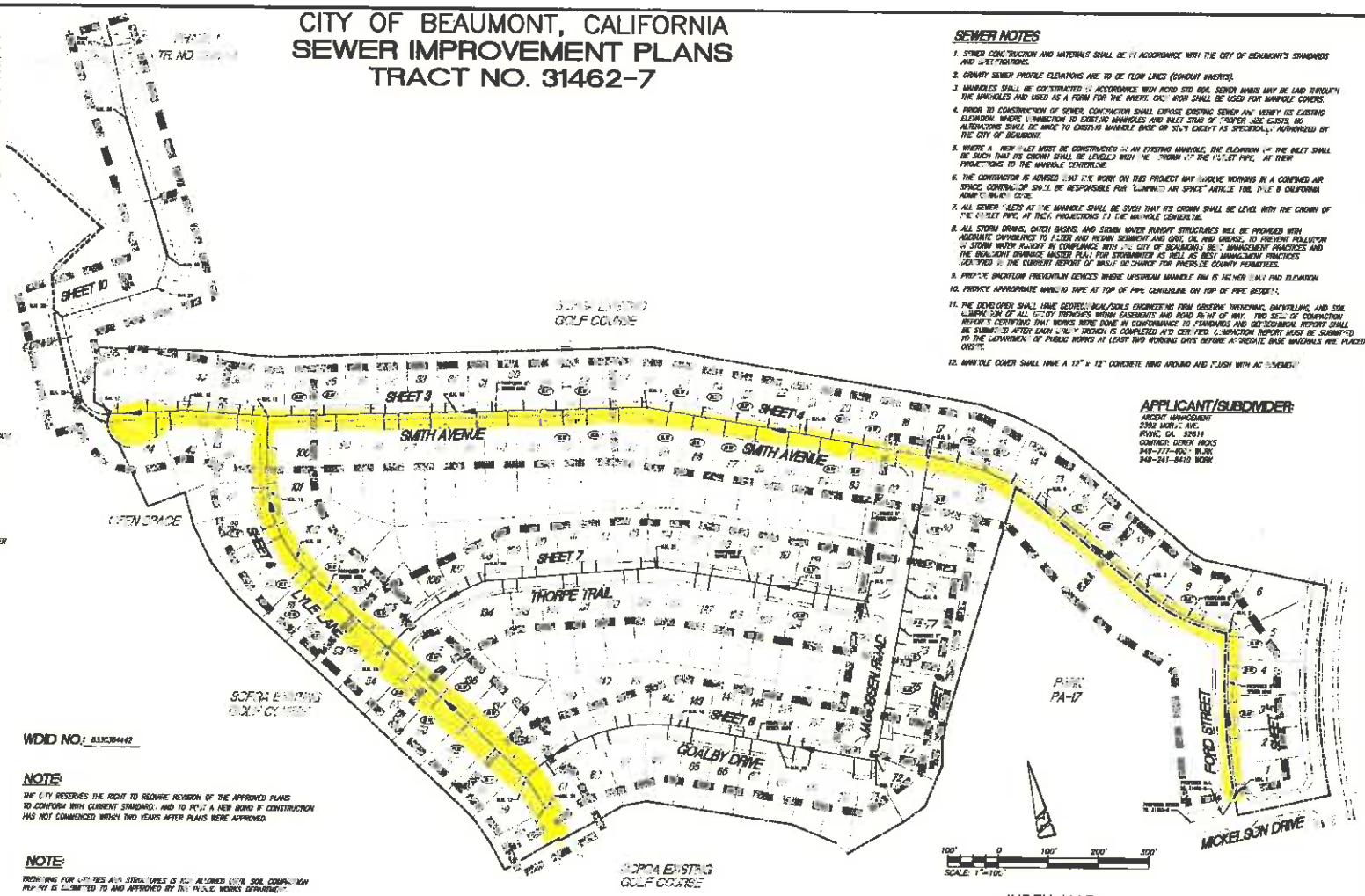
1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH MCRD STD 604. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT, CRADLE SHALL BE USED FOR MANHOLE COVERS.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR SLOT EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE. AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE.
7. ALL SEWER PIPES AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
8. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND REMAIN SEDIMENT AND GRIT, OIL AND GREASE, TO PREVENT POLLUTION VIA STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORMWATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
9. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
10. PROVIDE APPROPRIATE MANHOLE TAPE AT TOP OF PIPE CENTERLINE ON TOP OF PIPE BEDDING.
11. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEER ON HAND TO OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORT'S CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. MANHOLE COVER SHALL HAVE A 12" x 12" CONCRETE RING AROUND AND FLUSH WITH AC PAVEMENT.

ABBREVIATIONS

FG	FINISH GRADE
FS	FINISH SURFACE
ANY	ANYWHERE IN PLACE
C/L OR CL	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV. EL	ELEVATION
MIN	MINIMUM
MAX	MAXIMUM
TYP.	TYPICAL

LEGEND

- TRACT BOUNDARY
- RIGHT-OF-WAY
- PROPOSED 8" & 10" SEWER MAIN
- PROPOSED 4" SEWER SERVICE
- SEWER MANHOLE
- PROPOSED WATER BY OTHERS
- PROPOSED 8" WATER
- PROPOSED WATER SERVICE
- PE=2367.1 PAD ELEVATION
- (BF) PROPOSED BACKFLOW PREVENTER
- "PVE" STATION @ MAIN
- SEWER LATERAL CALLOUT 184.35 (4)
- CONSTRUCTION NOTE REFERENCE



INDEX MAP

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT
2702 MARIE AVE.
IRVINE, CA. 92614
CONTACT: DEREK HICKS
949-777-1001 MAIN
949-241-8410 WORK

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE QUALITY PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER OF RECORD RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PREFERENCES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, AND AGENTS OR AS CONSULTANT.

STEVEN JOHN DEMERSSEMAN RCE 45513 — 12/24/15 DATE

EXPIRATION DATE 12-31-16

WDID NO: 833C384442

NOTE:
THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS, AND TO REQUIRE A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

NOTE:
TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRELIMINARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST A.U." "RUBBER".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST"
BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY. 213 FT. S.E. OF THE "DRIVE" CENTERLINE, 24.8 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANE OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NAVD 88

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
STEVEN JOHN DEMERSSEMAN, R.C.E. 45513
EXP.: 12-31-2016
12/24/15 DATE

SEAL

DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 12/24/15
JOB NUMBER: 01.108.009

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 2/24/16
Public Works Director / City Engineer

City of Beaumont, Public Works' Department
Engineering Division

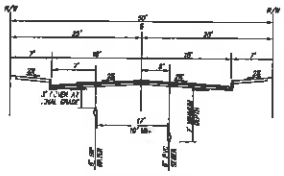
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
TITLE SHEET - INDEX MAP
VICINITY MAP - GENERAL NOTES.

FOR: ARGENT MANAGEMENT

SHEET 1 OF 10 SHEETS
FILE NO.: 2039

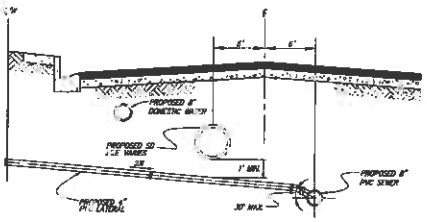
INDEX OF SHEETS:

SHEET 1 – TITLE SHEET-INDEX MAP-VICINITY MAP-GENERAL NOTES
SHEET 2 – CONSTRUCTION NOTES- TYPICAL SECTION QUANTITIES
SHEET 3 – SMITH AVENUE STA 8+94.69 TO STA 19+50.00
EASEMENT STA 9+61.09 TO EASEMENT STA 10+16.72
SHEET 4 – SMITH AVENUE STA 19+53.00 TO STA 30+00.00
SHEET 5 – SMITH AVENUE STA 30+00.00 TO STA 32+94.87
FORD STREET STA 23+31.61 TO STA 30+00.00
SHEET 6 – LYLE LANE STA 11+20.12 TO STA 21+93.32
SHEET 7 – THORPE TRAIL STA 10+06.03 TO STA 20+06.38
SHEET 8 – GOALBY DRIVE STA 10+00.00 TO STA 16+96.43
SHEET 9 – JACOBSEN ROAD STA 10+85.49 TO STA 16+21.00
SHEET 10 – EASEMENT STA 1+00.00 TO EASEMENT STA 9+61.09



TYPICAL SECTION
SMITH AVENUE, FORD STREET, JACOBSEN ROAD, LYLE LANE, THORPE TRAIL AND GOALBY DRIVE
NOT TO SCALE

NOTE: MIN. WATER/SEWER SEPARATION IS 10' MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.



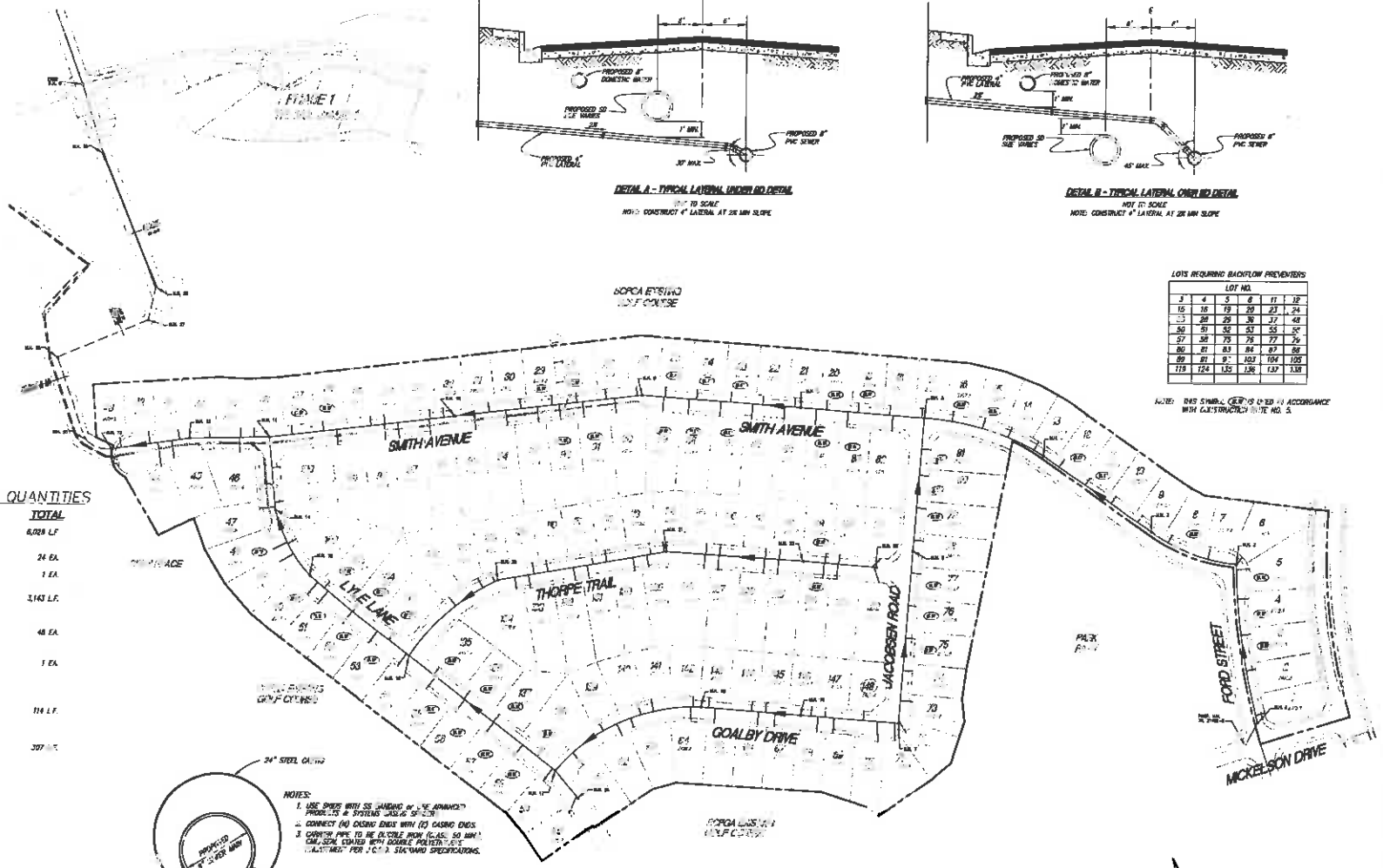
DETAIL A - TYPICAL LATERAL UNDER 6D DETAIL
NOT TO SCALE
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE

DETAIL B - TYPICAL LATERAL OVER 6D DETAIL
NOT TO SCALE
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE

LOTS REQUIRING BACKFLOW PREVENTERS

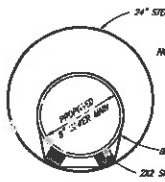
LOT NO.					
3	4	5	6	11	12
15	16	19	20	23	24
25	26	29	30	37	48
50	51	52	53	55	57
57	58	75	76	77	79
80	81	83	84	87	88
89	91	92	103	104	105
119	124	135	136	137	138

NOTE: THIS SYMBOL (BFP) IS USED IN ACCORDANCE WITH CONSTRUCTION NOTE NO. 5.



CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM		TOTAL
1	INSTALL 8" PVC (SDR-35) SEWER MAIN	6,028 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.F.C.D. STD. 606	24 EA.
3	INSTALL 8" PLUG	1 EA.
4	INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A-4-5) WITH SEWER CLEANOUT PER R.C.F.C.D. STD 603	3,143 L.F.
5	INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FLOW MFG. M455-A OR EQUAL)	48 EA.
7	INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJACENT RIM, AND CAST IRON MANHOLE COVER PER R.C.F.C.D. STD. 606	1 EA.
11	INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A-4-5), MODIFIED PER DETAIL B ON SHEET NO. 2 WITH SEWER CLEANOUT PER R.C.F.C.D. STD 603	114 L.F.
12	INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A-4-5), MODIFIED PER DETAIL A ON SHEET NO. 2 WITH SEWER CLEANOUT PER R.C.F.C.D. STD 603	307 L.F.



NOTES:
1. USE SKIDS WITH SS BANDING BY "PIPE ADVANCE" PRODUCTS & SYSTEMS (ASSUME SPACING).
2. CONNECT (4) CASING ENDS WITH (2) CASING ENDS.
3. CARRIER PIPE TO BE DUCTILE IRON (CLASS 50 MIN.) CML&CDA COATED WITH DOUBLE POLYETHYLENE WRAP MEET PER J.C.P.A. STANDARD SPECIFICATIONS.

PROPOSED 8" SEWER MAIN w/ 24" STEEL CASING (1/4" THICK. MIN.)

STEEL CASING DETAIL
N.T.S.

DEVELOPER/BUILDER KEY MAP

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR COMPLETE ACCURACY AND ACCEPTABILITY OF THE PLANS HEREON. IN THE EVENT OF DISCREPANCIES ANYWHERE AFTER CITY APPROVAL OR BONDING OF THE PLANS, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST"
BENCHMARK DESC SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 28.3 FT. S.E. OF THE DRIVE CENTERLINE, 24.5 FT. N.E. OF THE S.W. END OF THE SOUTH DASHBOARD LANES OF INTERSTATE HIGHWAY 10

ELEV.: 2491.44, NGVD 29

BY	MARK	REVISIONS	APPR.	DATE
			CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
GEOFF E. ALLAN, EXPIRES: SEP. 30-31-2018
10/24/15

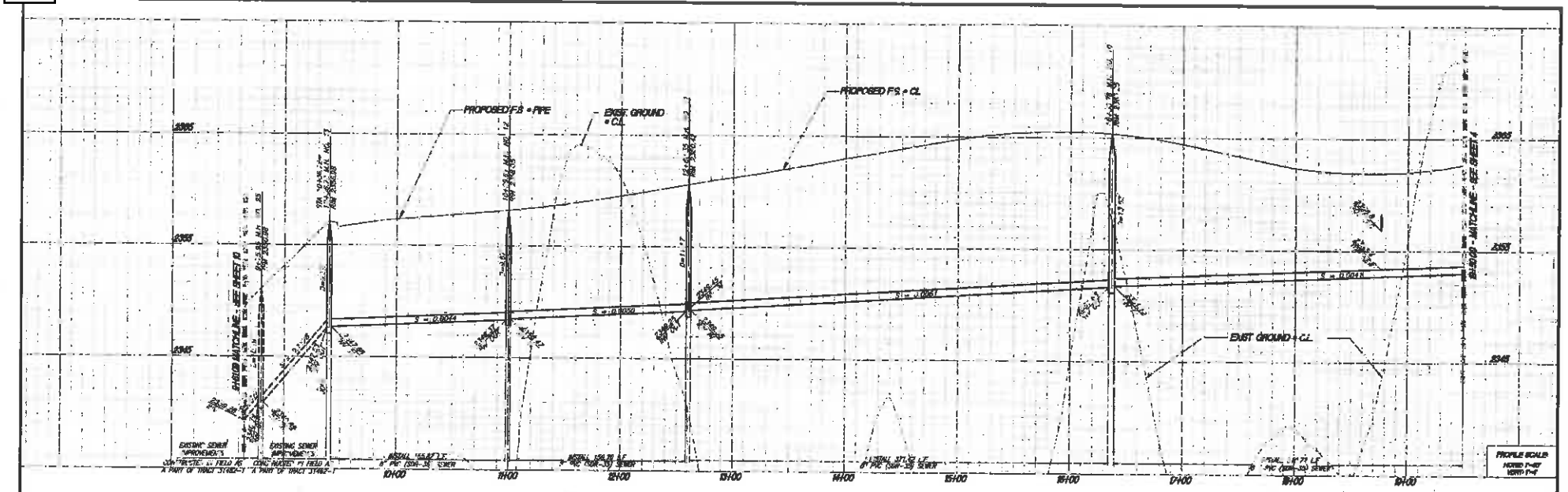
SEAL

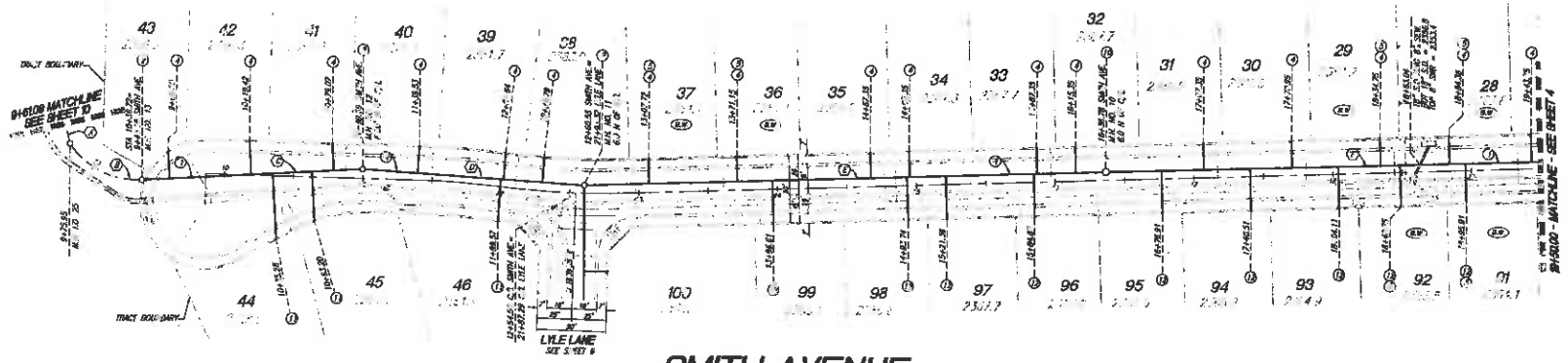
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 10/24/15
JOB NUMBER: 01.108.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 10/24/15
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
DEVELOPER/BUILDER RESPONSIBILITY KEY MAP
CONSTRUCTION NOTES AND QUANTITIES
TYPICAL SECTION
FOR: ARGENT MANAGEMENT

SHEET 2 OF 10 SHEET.
FILE NO.: 2039





SMITH AVENUE

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.D. STD. 806
3. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE STD. NO. 600 (A=5') WITH SEWER CLEANOUT PER R.C.R.D. STD. 603
4. INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRYS W853-A OR EQUAL)
7. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE STD. NO. 600 (A=5') MODIFIED PER DETAIL B ON SHEET NO. 2 WITH SEWER CLEANOUT PER R.C.R.D. STD. 603
8. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE STD. NO. 600 (A=5'), MODIFIED PER DETAIL A ON SHEET NO. 2 WITH SEWER CLEANOUT PER R.C.R.D. STD. 603

LINE	PIPE DATA BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	N01°15'17"E	---	17.86'	---
(B)	56°06'43"	57.00'	56.77'	30.89'
(C)	N78°11'23"W	---	155.87'	---
(D)	N77°17'33"W	---	156.76'	---
(E)	N76°34'07"W	---	371.42'	---
(F)	N74°46'39"W	---	310.74'	---

SCALE: 1"=40'

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NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE: SEE SEPARATE PLANS FOR CULVERT BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT — DIAL TOLL FREE 1-800-227-2600 AT LEAST TWO DAYS BEFORE YOU DIG — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS: DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "TEST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK: ASSIGNED VCES MONUMENT "TEST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "TEST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY, 25.3 FT. N.E. OF THE DRIVE CENTERLINE, 34.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE ROUTE 10.
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
R.WINDER		REVISIONS	CITY	

PREPARED BY: PROACTIVE ENGINEERING CONSULTANTS WEST, INC. 41691 Enterprise Cir. North, Suite 200, Temecula, CA 92590, (951) 296-9444
PROACTIVE ENGINEERING WEST
GRADE ALONG CENTERLINE
DATE OF SURVEY: 11-21-2014
10/24/15 DATE

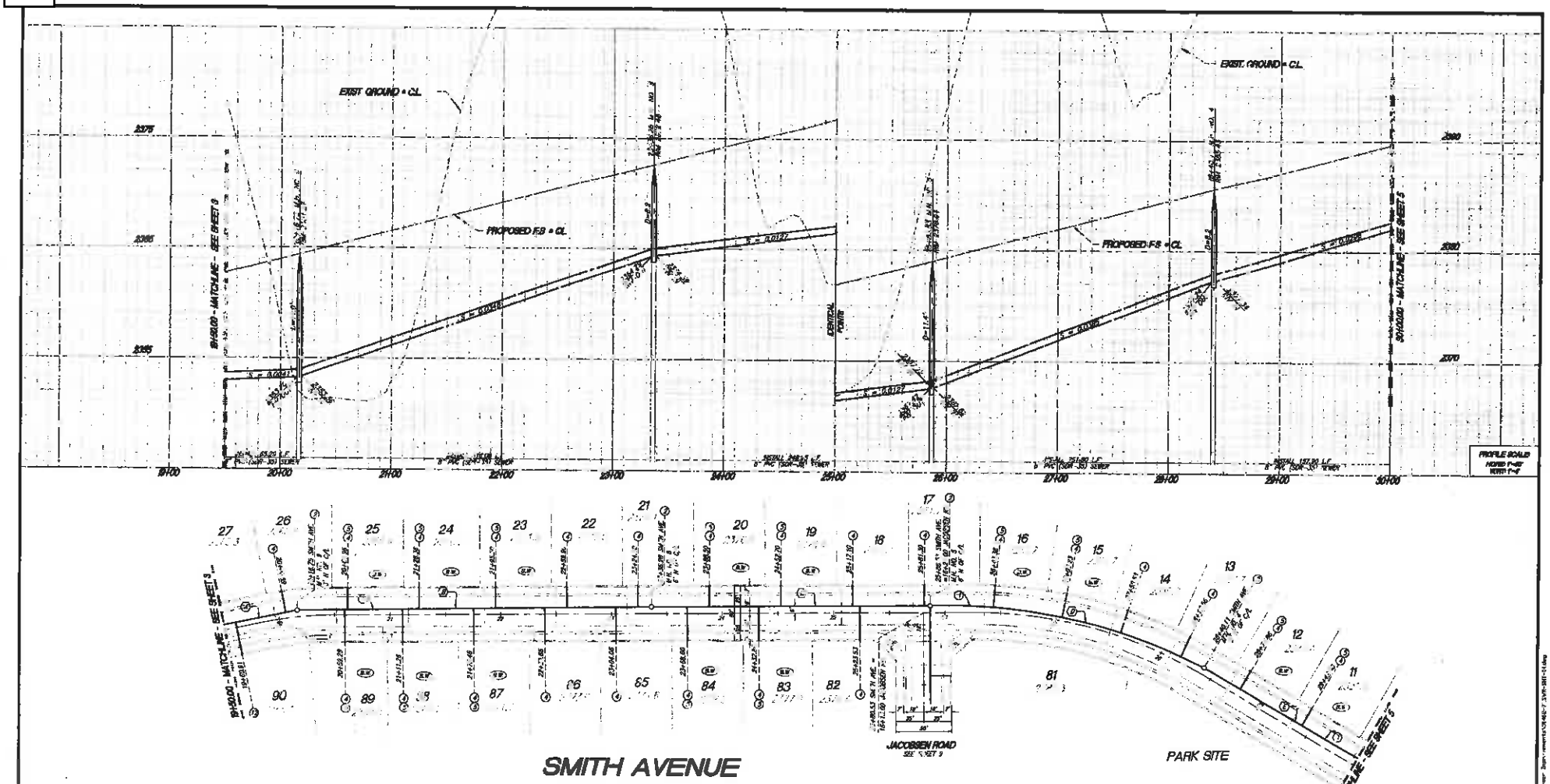
REGISTERED PROFESSIONAL ENGINEER — No. 40830 — Exp. 12-31-16 — STATE OF CALIFORNIA — CIVIL

DESIGN BY: PCC WEST
DRAWN BY: PCC WEST
CHECKED BY: PCC WEST
SCALE: AS NOTED
DATE: 10/24/15
JOB NUMBER: 31462.PCC

Reviewed By: _____ Date: ____
Recommended for Approval By: _____ Date: ____
Approved By: _____ Date: 3/24/16
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
SMITH AVENUE
STA 9+40.18 TO STA 10+50.00
STA 9+81.89 TO STA 10+38.72
FOR: ARGENT MANAGEMENT

SHEET 3 OF 10 SHEETS
FILE NO.: 2039



PIPE DATA				
ID	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N76°46'38"W	---	65.2[illegible]	---
B	N65°54'40"W	---	316.[illegible]	---
C	N65°38'31"W	---	248.[illegible]	---
D	28°51'14"	500.00'	251.80'	128.43'
E	N[illegible]°23'58"W	---	157.90'	---

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' LD. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.D. STD. 606
3. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A=5) WITH SEWER CLEANOUT PER R.C.R.D. STD 603
4. INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FLOWBOY'S HH53-A OR EQUAL)
5. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A=5). MODIFIED PER DETAIL A ON SHEET NO. 2 WITH SEWER CLEANOUT PER R.C.R.D STD 603

THE PRIVATE ENGINEER DESIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ADEQUACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OF DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
DEBRIEF: N 2°39'52" E

BENCHMARK:
DESCRIPTION: USE MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY [illegible] FT. [illegible] OF THE DRIVE CENTERLINE 24.0 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
DEBRIEF AL WALLENFELDER
R.C.E. 45620 EXP. 12-31-2016
02/14/15
DATE

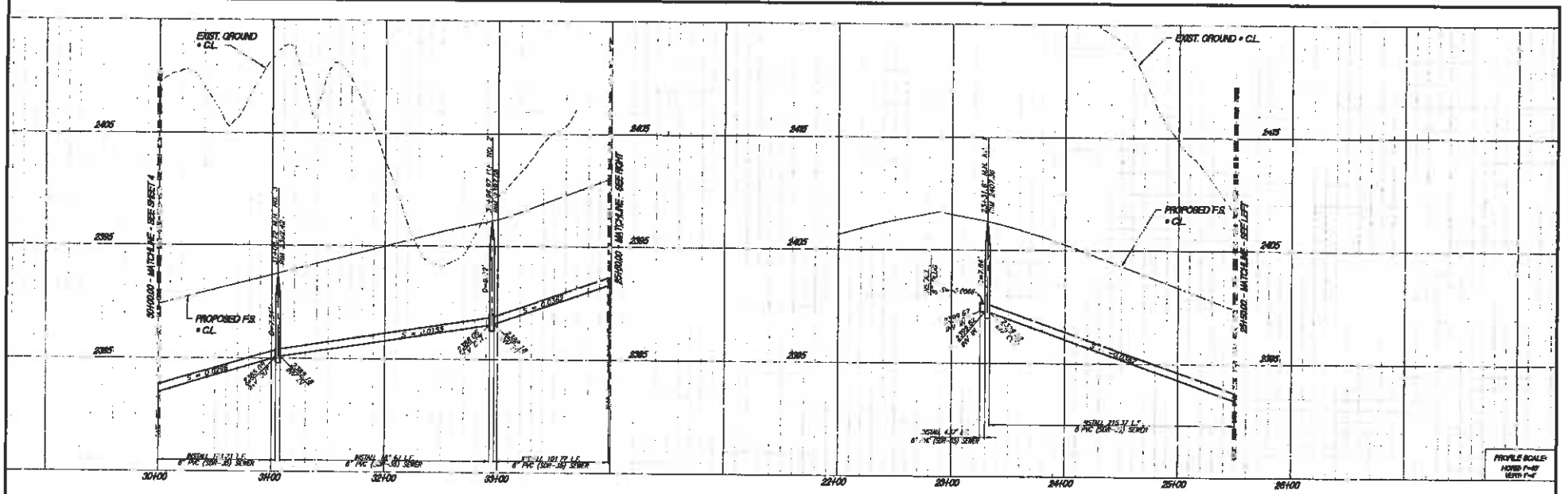
SEAL
No. 45620
Exp. 12/31/16
CIVIL
STATE OF CALIFORNIA

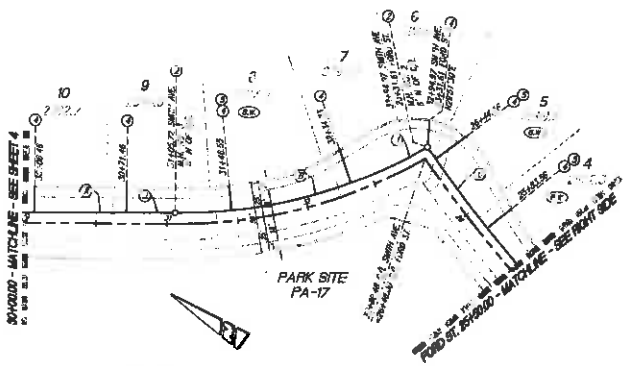
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/04/15
JOB NUMBER: 01.105.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/30/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

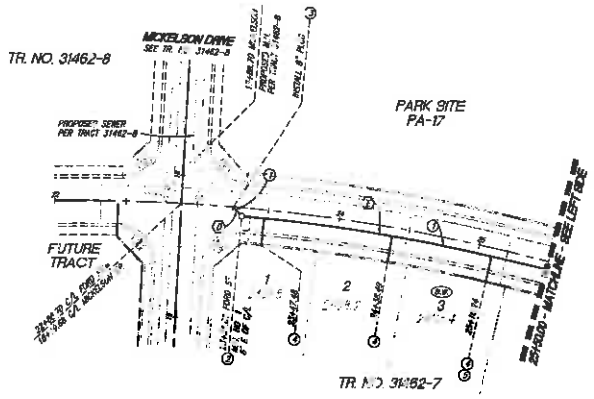
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
SMITH AVENUE
STA: 19+50.00 TO STA: 30+00.00
FOR: ARGENT MANAGEMENT

SHEET 4 OF 10 SHEETS
FILE NO.: 2039





SMITH AVENUE



FORD STREET

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.D. STD. 606
3. INSTALL 8" PLUG
4. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A-6") WITH SEWER CLEANOUT PER R.C.R.D. STD 603
5. INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN STANDARD 4A53-A OR EQUAL)

PIPE DATA				
P.I.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N33°21'56"W	---	102.[illegible]	
B	39°41'41"	350.00'	181.40'	93.78'
C	84°32'54"	1,263.00'	1[illegible]'	90.11'
D	N47°52'15"W	---	6.37'	---
E	CV 37'31"	1,263.00'	315.37'	157.94'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF OR DEPENDENCE ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
NO SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "FIRST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "BEST"
BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "BEST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 123.3 FT. W/O ℄ THE DRIVE ON SKYLINE DR. 8.8 FT. S.W. OF THE S.W. EDGE OF THE SOUTH BOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
02/24/15

SEAL

DESIGN BY: PCG WEST
DRAWN BY: PCG WEST
CHECKED BY: PCG WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.105.000

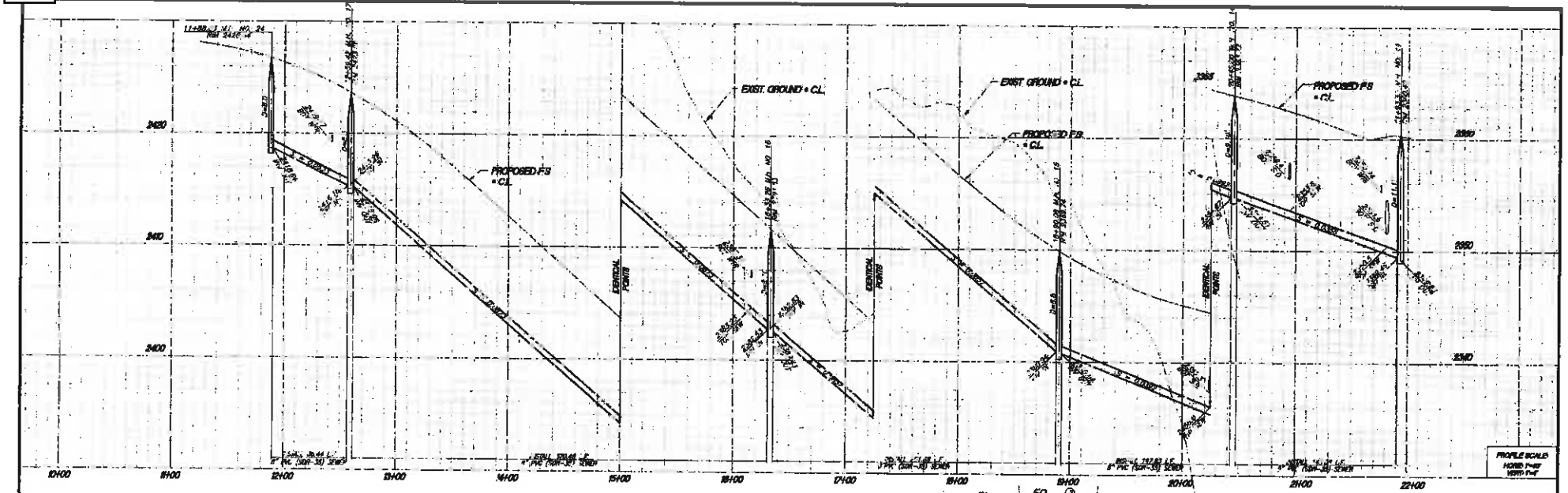
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/31/15
City of Beaumont, Public Works Department
Engineering Division

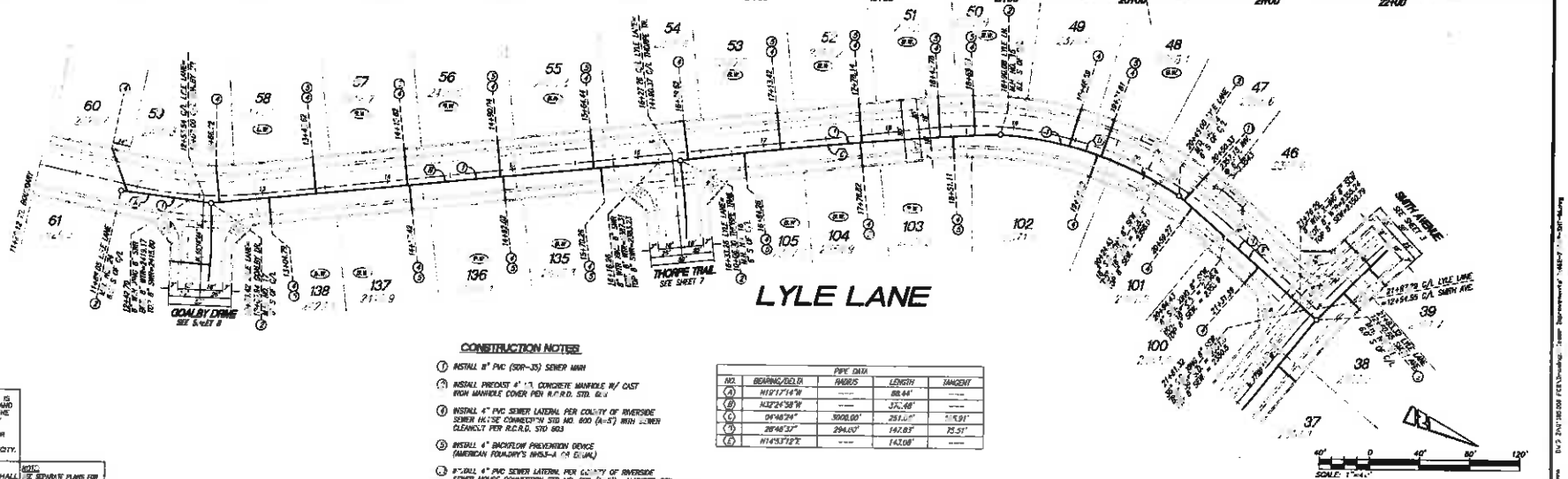
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
SMITH AVENUE
STA: 30+00.00 TO STA: 32+96.87
FORD STREET
STA: 23+31.81 TO STA: 25+90.00
FOR: ARGENT MANAGEMENT

SHEET 5 OF 10 SHEETS
FILE NO: 2039

SCALE: 1"=40'

Revised Feb 24, 2015 - I:\Active Projects\Beaumont\31462-7\SMITH-FORD.dwg





CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.D. STD. 603
3. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A=5') WITH SEWER CLEANOUT PER R.C.R.D. STD 603
4. INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)
5. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A=5') MODIFIED PER DETAIL B ON SHEET NO. 2 WITH SEWER CLEANOUT PER R.C.R.D. STD 603

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	N19°17'14"W	----	88.44'	----
(B)	N32°24'58"W	----	372.48'	----
(C)	04°48'24"	3000.00'	251.00'	125.91'
(D)	28°48'37"	294.00'	147.83'	75.51'
(E)	N14°53'12"E	----	143.08'	----

THE PRIVATE ENGINEER LIKING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREIN. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "LEST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1990" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR	DATE
DISPATCH		REVISIONS	CITY	

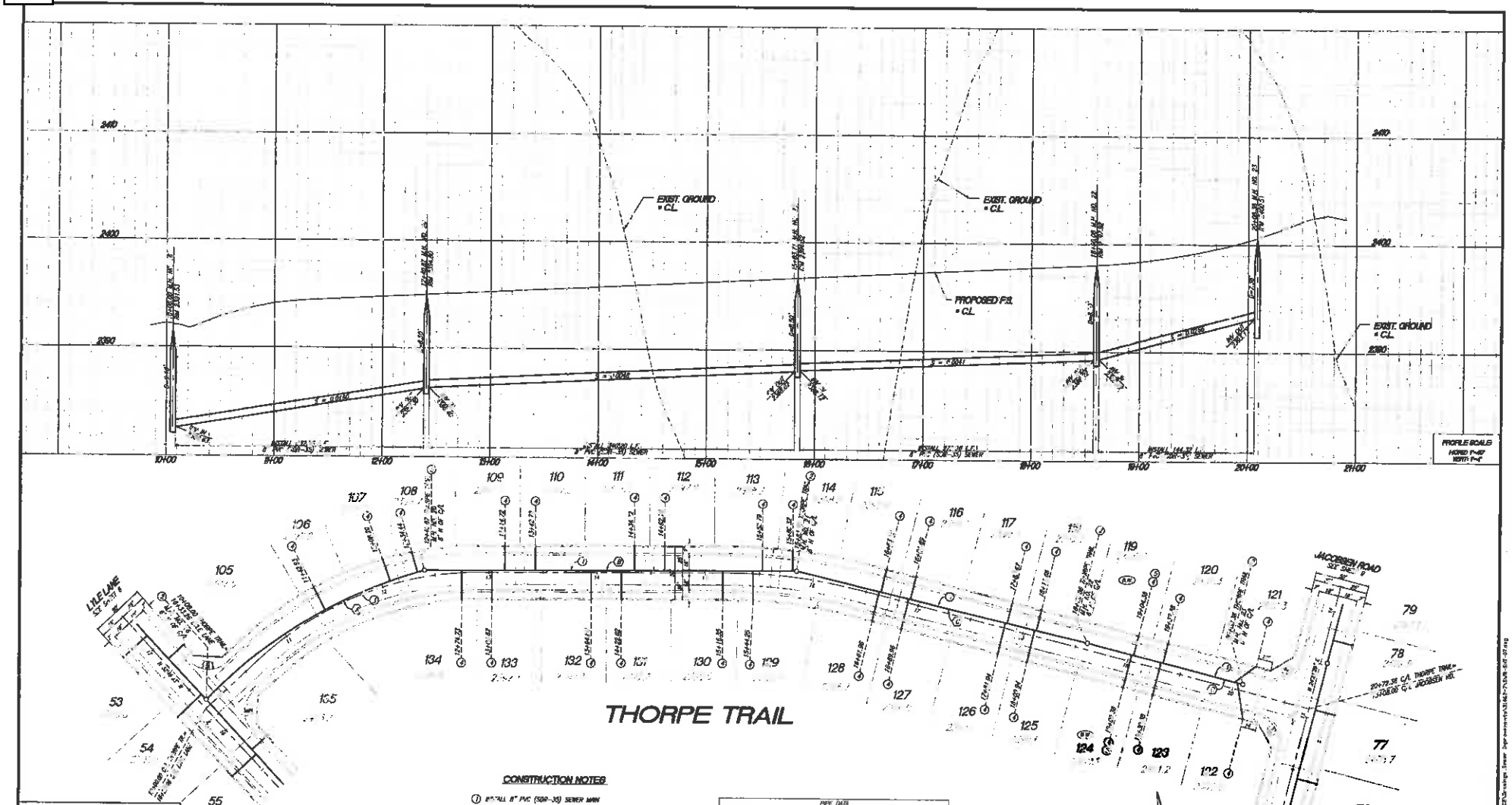
PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
02/24/15
DATE
REGISTERED PROFESSIONAL ENGINEER
No. 45120
Exp. 12-31-2018

SEAL
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.105.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/24/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
LYLE LANE
STA: 11+20.12 TO STA: 21+83.32
FOR ARGENT MANAGEMENT

SHEET 6 OF 10 SHEETS
FILE NO.: 2039



CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.E. STD. 606
4. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A-5') WITH SEWER CLEANOUT PER R.C.R.E. STD 603
5. INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	29°50'00"	447.03'	232.76'	119.08'
(B)	N90°08'22"W	---	340.20'	---
(C)	N66°28'43"W	---	272.96'	---
(D)	N65°38'31"W	---	144.32'	---

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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NOTE:
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DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "DABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE LINE EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
PLUG EXISTING 19" SEWER
ELEV. 2491.4 ... 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
GEORGE ALAN WEST, R.C.E. 46320 EXP. 12-31-2016
12/24/15
DATE

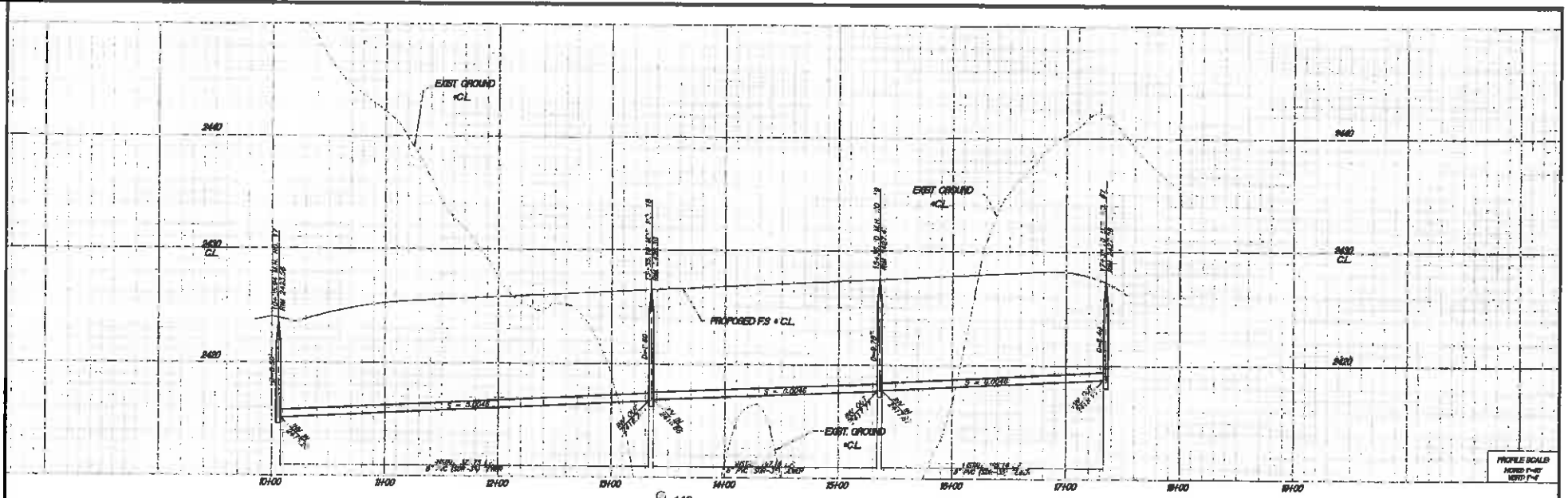
SEAL
REGISTERED PROFESSIONAL ENGINEER No. 46320 Date 12/24/15 CIVIL STATE OF CALIFORNIA

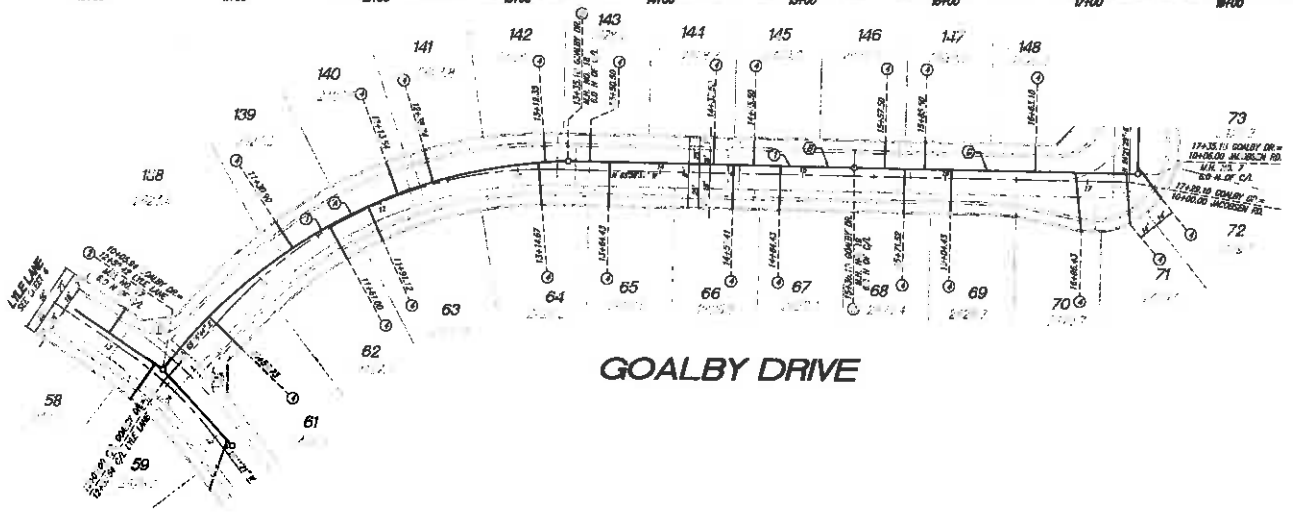
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 08/24/15
JOB NUMBER: 01.108.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/30/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
THORPE TRAIL
STA: 15+08.00 TO STA: 20+08.38
FOR: ARGENT MANAGEMENT

SHEET 7 OF 10 SHEETS
FILE NO.: 2039





CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.D. STD. 836
4. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A=5') WITH SEWER CLEANOUT PER R.C.R.D. STD 603

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	51°08'22"	387.20'	327.75'	175.70'
B	N65°38'31"W	---	197.18'	---
C	N65°38'31"W	---	185.14'	---

SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6. BASED LOCALLY ON CONTROL STATIONS "REST" AND "RAERT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: CITY MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 20.5 FT. E.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

NO.	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

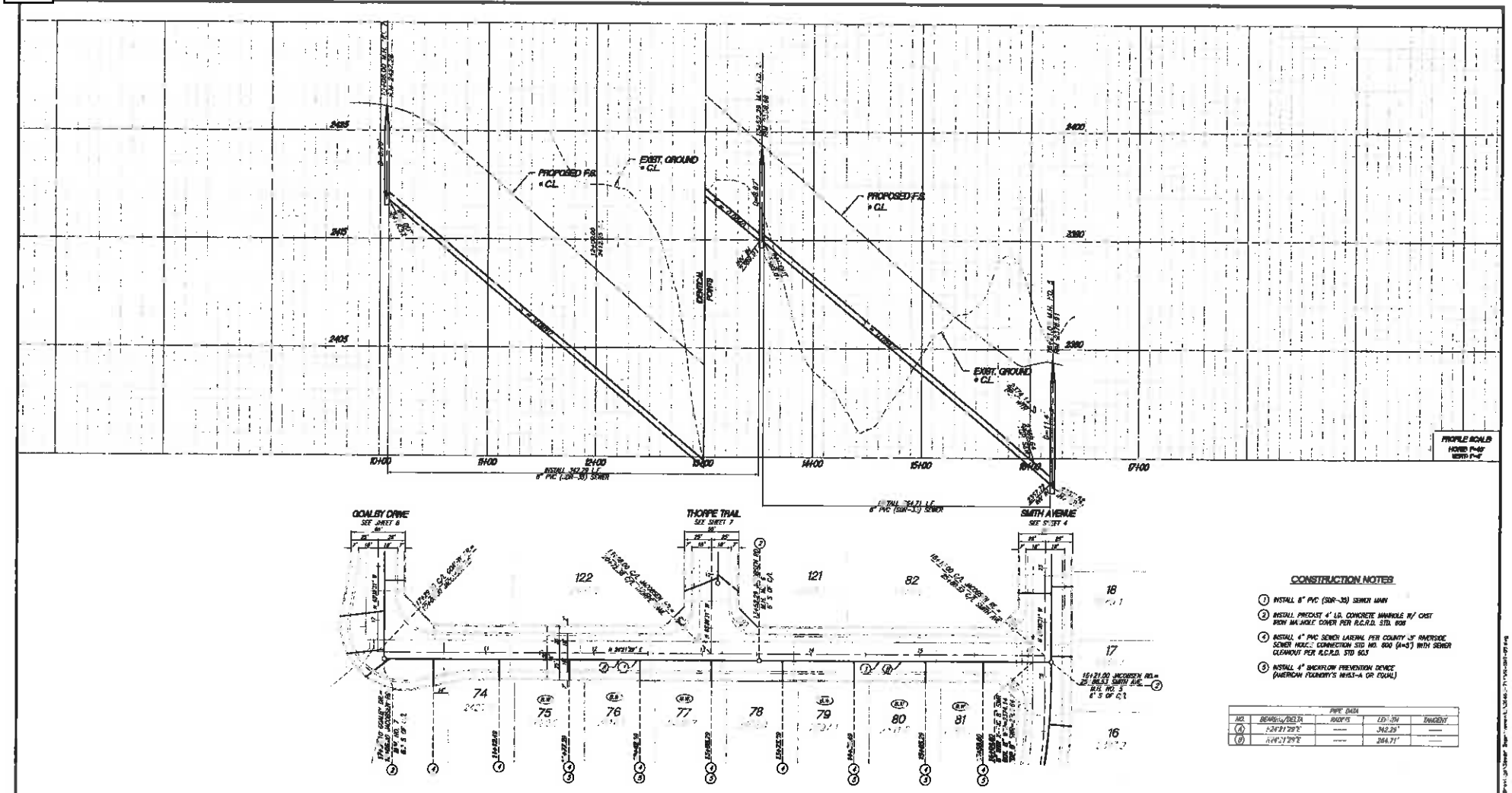
PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
GEORGE ALAN CAMPBELL
R.E.E. 45920 EXP. 3-31-2018
02/24/15
DATE

SEAL
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.105.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: [signature] Date: 3/30/15
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
GOALBY DRIVE
SIA: 10+05.94 TO SIA: 16+98.43
FOR: ARGENT MANAGEMENT

SHEET 8 OF 10 SHEETS
FILE NO.: 2039



CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER R.C.R.D. STD. 606
4. INSTALL 4" PVC SEWER LATERAL PER COUNTY OF RIVERSIDE SEWER HOUSE CONNECTION STD NO. 600 (A=3') WITH SEWER CLEANOUT PER R.C.R.D. STD 603
5. INSTALL 4" BACKFLOW PREVENTION DEVICE (AMERICAN FOUNDRY'S NH53-A OR EQUAL)

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N24°21'29"E	----	342.29'	----
B	N24°21'29"E	----	264.71'	----

40' 0 40' 80' 120'
SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREIN. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
02/24/15
DATE

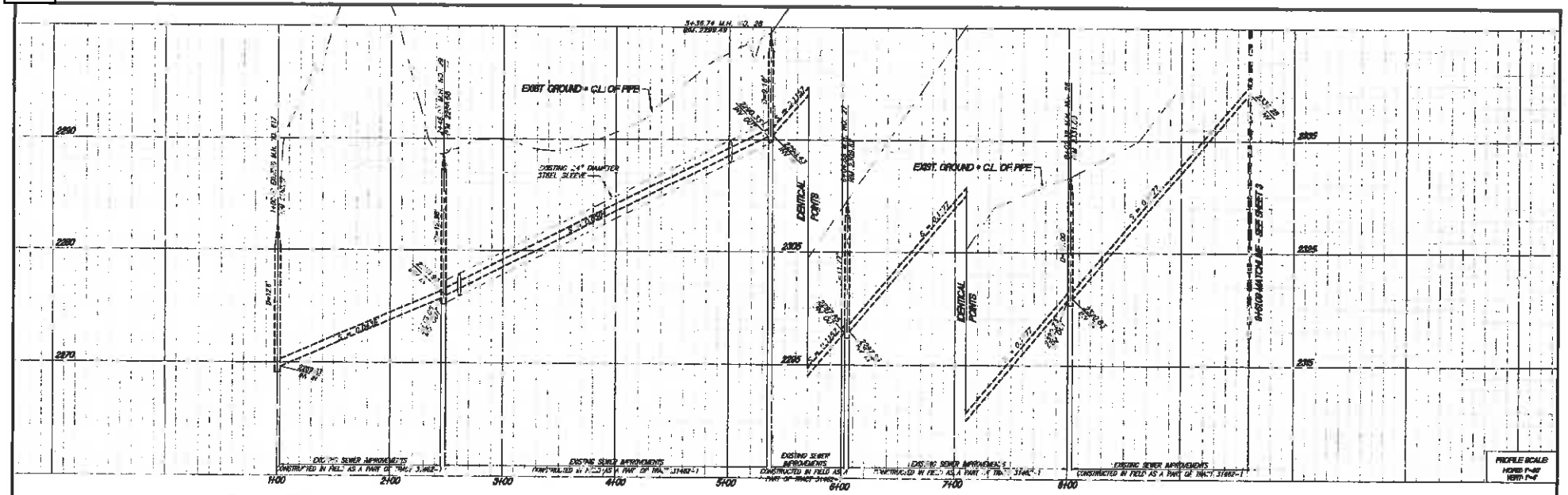
SEAL
REGISTERED PROFESSIONAL ENGINEER No. 45920 Exp. 12-31-2015 STATE OF CALIFORNIA

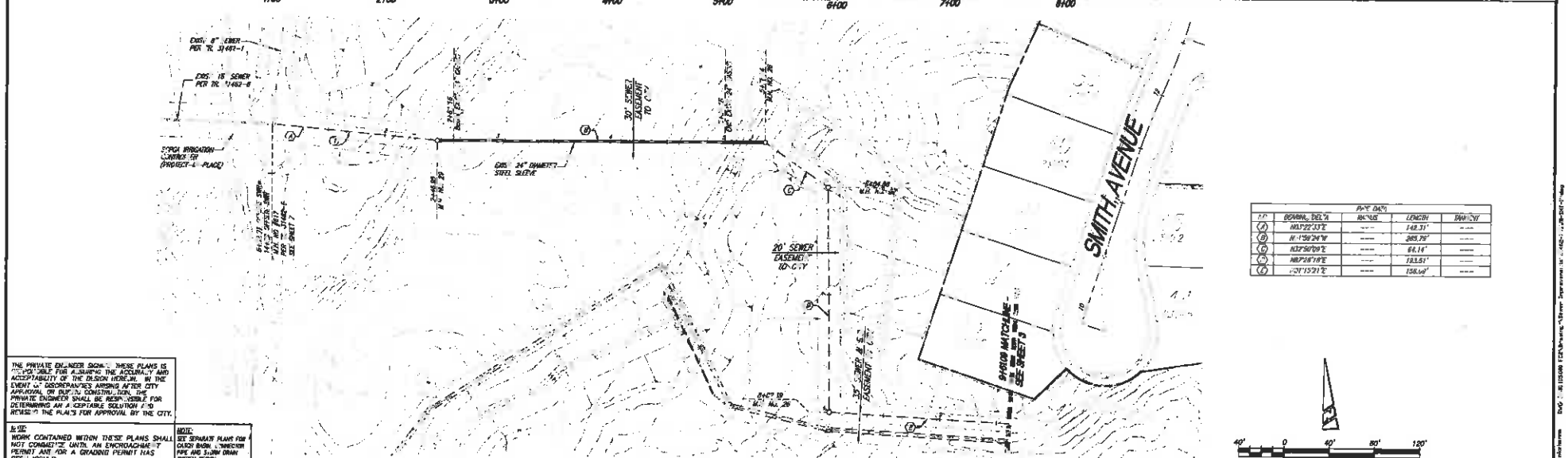
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.103.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/30/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
JACOBSEN ROAD
STA: 10+65.49 TO STA: 16+21.00
FOR: ARGENT MANAGEMENT

SHEET 9 OF 10 SHEETS
FILE NO.: 2039





PIPE DATA				
I.D.	BEARING, DEL'A	RADIUS	LENGTH	TANGENT
A	N03°22'33"E	---	142.31'	---
B	N-1°59'24"W	---	265.79'	---
C	N32°50'09"E	---	64.14'	---
D	N87°28'18"E	---	193.51'	---
E	N01°15'21"E	---	158.69'	---

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE EDGE OF THE NORTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
02/24/15
DATE

SEAL
No. 45420
Exp. 7-1-16
STATE OF CALIFORNIA

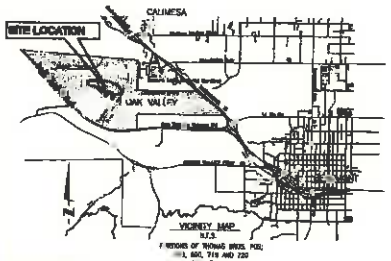
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.105.000

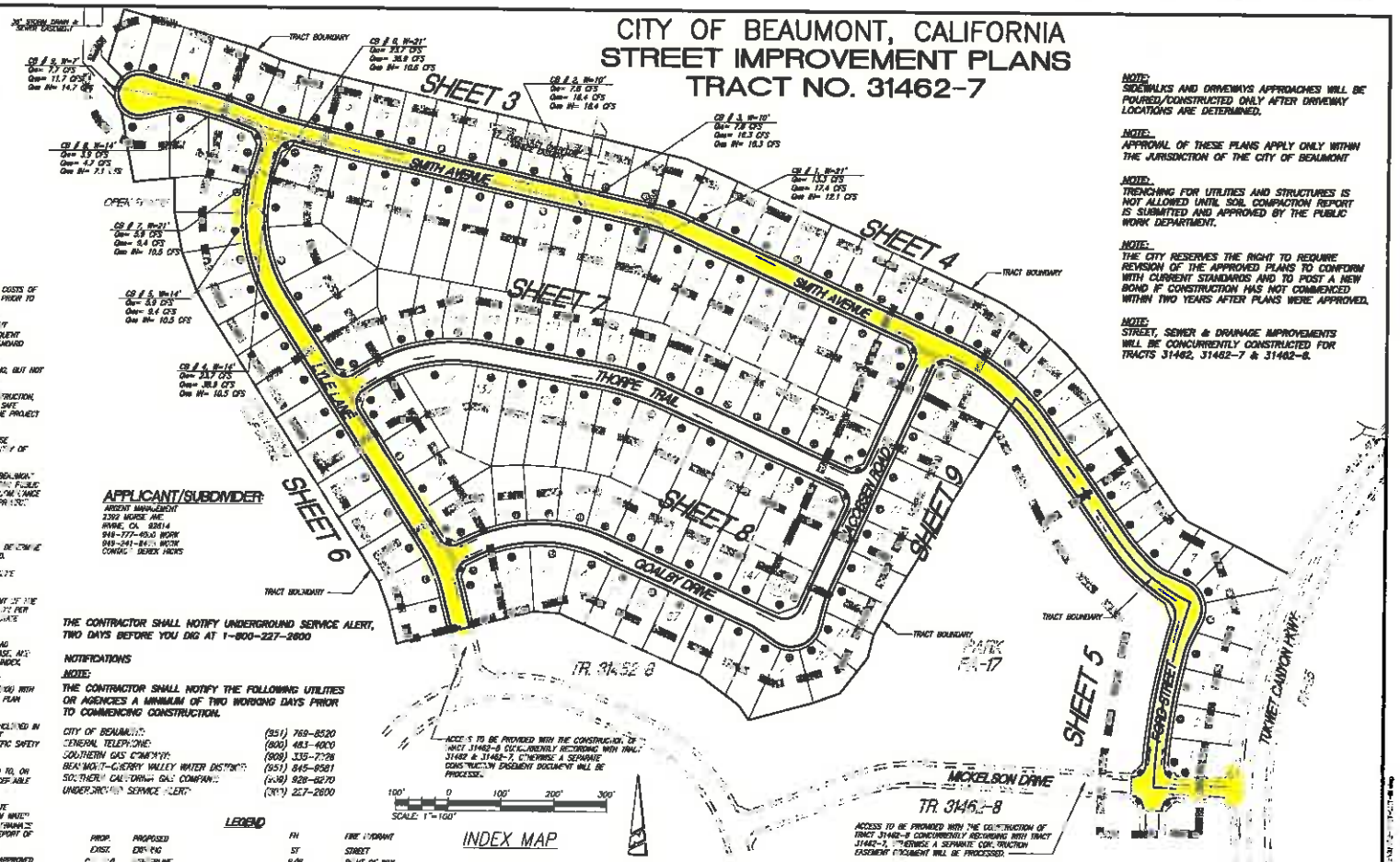
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/30/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-7
STA: 1+00.00 TO STA: 9+61.09
FOR: ARGENT MANAGEMENT

SHEET 10 OF 10 SHEETS
FILE NO.: 2039

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7





INDEX MAP

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST NOTIFY CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, LATEST EDITION, COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS. WHERE THERE ARE DIFFERING REQUIREMENTS, DIFFERENCES SHALL BE GIVEN TO CALTRANS STANDARD SPECIFICATIONS.
3. ALL UNDERGROUND FACILITIES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: SEWER, WATER, ELECTRIC, GAS, STORM DRAIN.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR OR DEVELOPER TO INSTALL AND MAINTAIN ALL CONSTRUCTION, TRAFFIC CONTROL AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS DURING THE ENTIRE COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY.
5. ANY PRIVATE DRAINAGE FACILITIES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SHOWING THESE IMPROVEMENTS, NO ACCEPTANCE OR APPROVAL OF THESE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT.
6. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT, PERMIT SECTION FOR EACH INSTRUMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND SHALL BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL FEES AND/OR PERMIT MAY BE REQUIRED.
7. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO COUNTY STANDARD NO. 816.
8. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOIL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. SEE STANDARD NO. 401 IF EXPANSIVE SOIL ARE ENCOUNTERED.
9. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CONCRETE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTY ORDINANCE NO. 461.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. FOG SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLONS PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION 37, 39 AND 94 OF THE LATEST STANDARD SPECIFICATIONS.
11. AS DETERMINED BY THE PUBLIC WORKS DIRECTOR, THE DEVELOPER IS RESPONSIBLE AS A MINIMUM FOR ROAD IMPROVEMENTS TO CENTERLINE AND MAY BE REQUIRED TO RECONSTRUCT EXISTING PAVEMENT, INCLUDING BASE, AND MAKE FULL OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
12. CONSTRUCTION PROJECTS DISTURBING ONE ACRE OR MORE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND MONITORING PLAN FOR THE SITE.
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIGN AND MARKING NOT INCLUDED IN THE SIGNING AND STRIPING PLAN WITHIN THE PROJECT AREAS, OR ON ROADWAYS ADJACENT TO THE PROJECT BOUNDARIES, UPON THE REQUEST OF THE PUBLIC WORKS OR AS DESIGNED TO IMPROVE TRAFFIC SAFETY ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPER.
14. EXISTING STORM DRAIN PIPES / CULVERTS (WHETHER TO BE CONNECTED TO, EXTENDED, ABANDONED, TO, OR JUST IN THE PROJECT VICINITY) MUST BE REVIEWED, MODIFIED, UPGRADED TO MAKE THEM FUNCTIONAL AND ACCEPTABLE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT.
15. ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF TREATMENT DEVICES SHALL BE PROVIDED WITH ADEQUATE CAPACITY TO FILTER AND REMOVE SEDIMENT AND OIL AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT-BANNING MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
16. THE DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
17. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND STREET COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED.
18. STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE APPROVED STREET LIGHTING PLAN.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND SHALL PREPARE THE PLANS FOR APPROVAL BY THE CITY.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE: SEE SEPARATE PLANS FOR CATCH BASIN, WATER SYSTEM AND STORM DRAIN SYSTEM DESIGN.

APPLICANT/SUBDIVIDER:

ARGENT MANAGEMENT
2392 MORSE AVE.
IRVINE, CA. 92614
949-777-4500 WORK
949-241-8414 MOBILE
CONTACT: DEREK HICKS

THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, TWO DAYS BEFORE YOU DIG AT 1-800-227-2600

NOTIFICATIONS

NOTE:
THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES OR AGENCIES A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.

CITY OF BEAUMONT:	(951) 769-8520
GENERAL TELEPHONE:	(800) 483-4000
SOUTHERN GAS COMPANY:	(909) 335-7726
BEAUMONT-CHERRY VALLEY WATER DISTRICT:	(951) 845-9581
SOUTHERN CALIFORNIA GAS COMPANY:	(+36) 928-6270
UNDERGROUND SERVICE ALERT:	(301) 227-2600

ACCESS TO BE PROVIDED WITH THE CONSTRUCTION OF TRACT 31462-8 CONCURRENTLY RECORDING WITH TRACT 31462-8 AND 31462-7, OTHERWISE A SEPARATE CONSTRUCTION EASEMENT DOCUMENT WILL BE PROCESSED.

ACCESS TO BE PROVIDED WITH THE CONSTRUCTION OF TRACT 31462-8 CONCURRENTLY RECORDING WITH TRACT 31462-7, OTHERWISE A SEPARATE CONSTRUCTION EASEMENT DOCUMENT WILL BE PROCESSED.

LEGEND

PROP.	PROPOSED	FH	FIRE HYDRANT
EXIST.	EXISTING	ST	STREET
C/L or ℄	CENTERLINE	R/W	RIGHT OF WAY
T.C.	TOP OF CURB	DW	DRIVEWAY
F.L.	FLOW LINE	V.C.	VERTICAL CURVE
F.S.	FINISHED SURFACE	P.I.	POINT OF INTERSECTION
E.P.	EDGE OF PAVEMENT	P.V.I.	POINT OF VERTICAL INTERSECTION
C.B.	CATCH BASIN		BOUNDARY
A.C.	ASPHALTIC CONCRETE		CENTER LINE
A.B.	AGGREGATE BASE		DIRECTION OF FLOW
BCR	BEGIN CURB RETURN		PROP. A.C.
ECR	END CURB RETURN		PROP. SIDEWALK
BVC	BEGIN VERTICAL CURVE		CULD PLANE
EVC	END VERTICAL CURVE		STOP SIGN/STREET NAME SIGN
P.R.C.	POINT OF REVERSE CURVE		EXISTING FIRE HYDRANT
P.C.	POINT OF COMPOUND CURVE		STREET NAME SIGN
PVIC	POINT OF RECURVE VERTICAL CURVE		PROP. STREET TREE
(338.19)	EXISTING ELEVATION		
147.70	PROPOSED ELEVATION		
LT	LEFT		
RT	RIGHT		

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN PEASTER R.C.E. 45829 — DATE 03/24/15
EXPIRATION DATE 12-31-16

WDID NO: 833C356442

UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORD EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM ITS EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED, LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRESENTATIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET–INDEX MAP–VICINITY MAP–GENERAL NOTES
SHEET 2 – CONSTRUCTION NOTES–QUANTITIES–TYPICAL SECTIONS
SHEET 3 – SMITH AVENUE STA 10+00.00 TO STA 19+87.00
SHEET 4 – SMITH AVENUE STA 19+50.00 TO STA 30+00.00
SHEET 5 – SMITH AVENUE STA 30+87.00 TO STA 32+88.40
F-RD STREET STA 22+88.70 TO STA 25+55.46
SHEET 6 – LYLE LANE STA 11+84.82 TO STA 19+87.28
SHEET 7 – THORPE TRAIL STA 10+00.00 TO STA 20+23.38
SHEET 8 – GOALBY DRIVE STA 10+00.00 TO STA 17+29.10
JACOBSEN ROAD STA 10+00.00 TO STA 10+84.09
SHEET 9 – JACOBSEN ROAD STA 10+94.09 TO STA 16+15.00
MICKELSON DRIVE STA 17+51.90 TO STA 20+07.68
SHEET 10 – SIGNAGE & STRIPING

DIGALERT — DIAL TOLL FREE 1-800-227-2600 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RAINT".
BEARING: S 27°39'52" E

BENCHMARK:
DESCRIPTION: CGS MONUMENT "REST"
BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1978" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY, 8' E.F.L. NE. OF THE DRIVE CENTERLINE, 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. = 491.44, NAVD 88

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
41689 JEFFERSON AVE., SUITE 200
MURRIETA, CA. 92562
951-696-6444
PROACTIVE ENGINEERING CONSULTANTS WEST
03/24/15
DATE

R.C.E. 45829 EXP. 12-31-2016

DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 03/24/15
JOB NUMBER: 01.107.040

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/30/15
Administrative Engineer
City of Beaumont, Public Works Department
Engineering Division

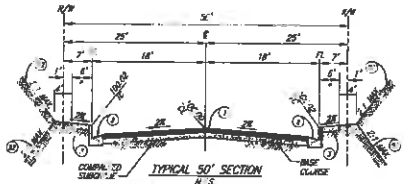
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
TITLE SHEET - INDEX MAP - VICINITY MAP - GENERAL NOTES

FOR: ARGENT MANAGEMENT

SHEET 1 OF 10 SHEETS
FILE NO.: 2038

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

ITEM		TOTAL
1	CONSTRUCT 4.25" A.C. OVER 0.50" CLASS II A.B.	193,143 S.F.
2	CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200	11,203 L.F.
3	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401	42,338 S.F.
4	INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816	6 EA.
5	INSTALL W63 "NOT A THROUGH STREET" SIGN PER CALTRANS TRAFFIC MANUAL	1 EA.
11	CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A	11 EA.
12	CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 200	3,205 S.F.
6	CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311	6 EA.
7	CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311	3 EA.
8	(NOT USED)	-
10	INSTALL STREET TREES (PER LANDSCAPE PLANS)	130 EA.
13	CONSTRUCT CONCRETE DRIVEWAY APPROACH PER RIVERSIDE COUNTY STANDARD NO. 207	148 EA.
15	INSTALL R1 STOP SIGN ON STREET NAME SIGN POST	7 EA.
16	PAINT WHITE LIMIT LINE PER CALTRANS STANDARD A24E	6 EA.
17	PAINT "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D	6 EA.
18	CONSTRUCT CATCH BASIN PER COUNTY OF RIVERSIDE STANDARD NO. 302	1 EA.
19	CONSTRUCT BARRICADE PER COUNTY STD. NO. 810	32 L.F.
20	CONSTRUCT RESIDENTIAL DRIVEWAY, PER RIVERSIDE COUNTY STANDARD NO. 207	1 EA.



TYPICAL 50' SECTION
N.T.S.

"S" FROM MICHELSON DRIVE, EAST TO TURNET CANYON PARKWAY

FORD STREET, GOALBY DRIVE, JACOBSEN ROAD,
LYLE LANE, MICHELSON DRIVE, SMITH AVENUE + THORPE TRAIL
MODIFIED RIVERSIDE COUNTY STD. NO. 105, SECTION A
ADT = 33,000 A.C. W/SEAL COAT, SAND CLASS A.B. PROVIDED - CL 2
TRAFFIC INDEX = 7.0

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "BEST" AND "BANNING".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "BEST"
BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "BEST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 85.3 FT. N.E. OF THE DRIVE CENTERLINE, 24.0 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EX-BOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	DESCRIPTION	APP'R	DATE
ENGINEER	REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
02/24/15
DATE
GEORGE ANN GRIFFITH R.C.E. 45811 EXP 12-31-2016

SEAL

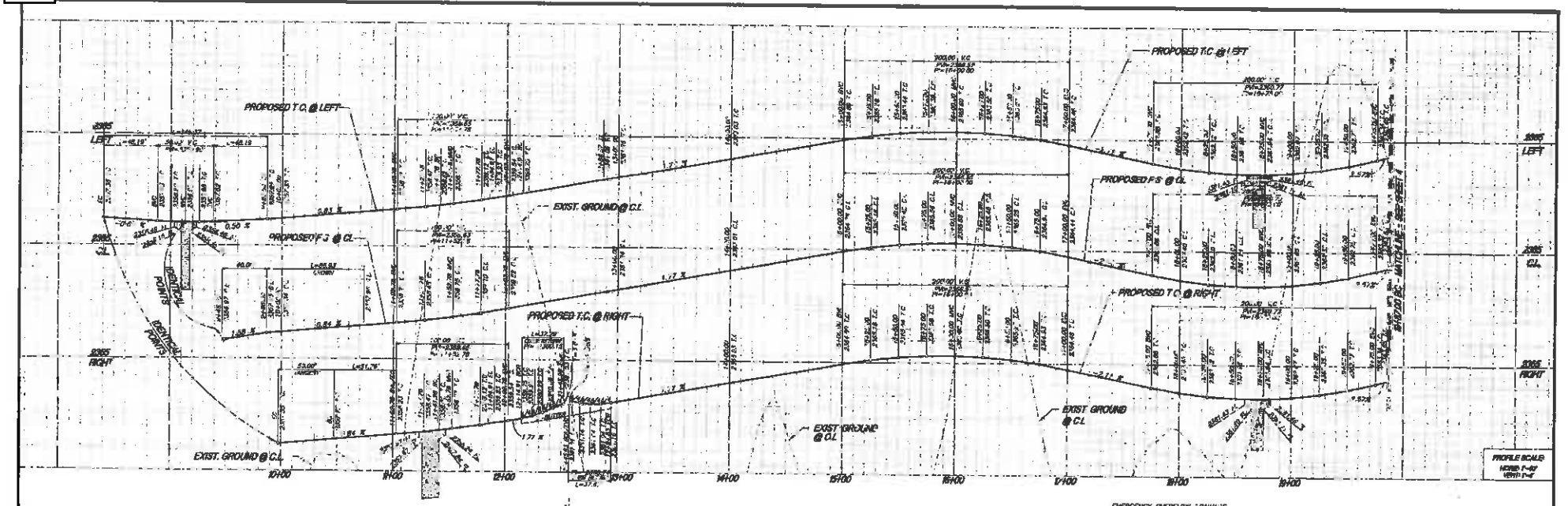
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.1X1.0030

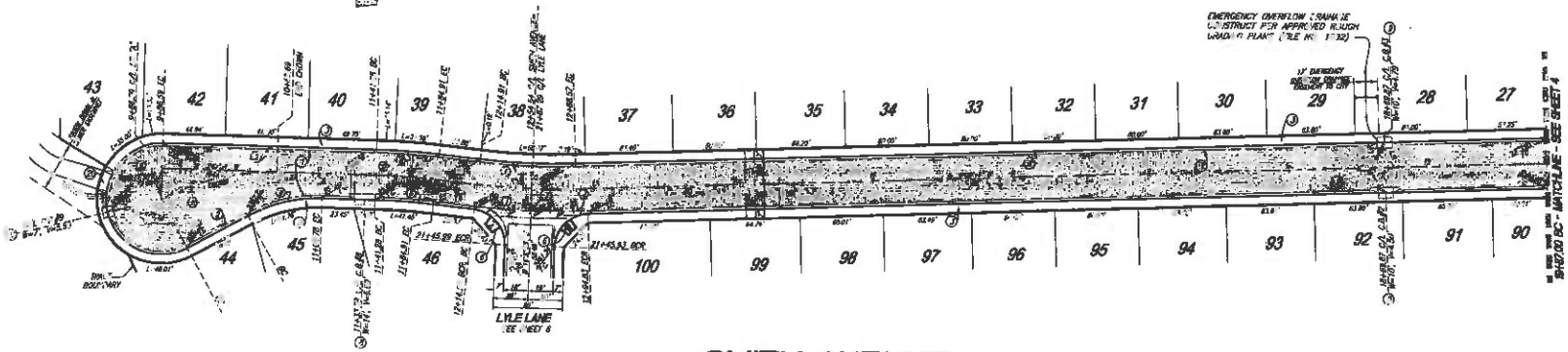
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/2/15
Administrative Services Director
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
CONSTRUCTION NOTES - QUANTITIES - TYPICAL SECTION

FOR: ARGENT MANAGEMENT

SHEET 2 OF 10 SHEETS
FILE NO.: 2038





SMITH AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 8" P.C.C. OVER 0.50" CLASS "C" A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
4. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
5. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209
6. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
7. CONSTRUCT GUTTER DEPRESSION, CASE C, PER RIVERSIDE COUNTY STANDARD NO. 311
8. NOT USED
9. CONSTRUCT RESIDENTIAL DRIVEWAY, PER RIVERSIDE COUNTY STANDARD NO. 207

CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	209°39'30"	61.40'	146.39'	115.78'
B	27°39'30"	107.00'	52.39'	26.83'
C	0°00'00"	518.00'	45.20'	22.62'
D	05°00'00"	50.00'	4.33'	21.83'
E	05°00'00"	48.00'	42.08'	21.04'
F	08°12'46"	482.00'	69.08'	34.60'
G	08°12'46"	50.00'	7.16'	33.89'
H	28°[illegible]"	107.00'	51.83'	44.46'
I	8°27'29"	25.00'	37.29'	21.09'
J	88°13'51"	50.00'	3.67'	23.45'

SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREIN. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
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1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE "CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'32" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST"
BENCHMARK ITEM: SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1975" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 33.3 FT. N.E. OF THE DRIVE, 0.6 FT. S.E. OF THE P.C. OF THE S.W. CURB RETURN OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NAVD 29

BY	MARK	REVISIONS	APPR.	DATE
ENGINEER			CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS, WEST, INC.
PROACTIVE ENGINEERING WEST
GEORGE JOHN CHRISTAKOS
R.C.E. 46171 EXP. 12-31-2016
07/24/15
DATE

No. 46171
CIVIL
REGISTERED PROFESSIONAL ENGINEER
STATE OF CALIFORNIA

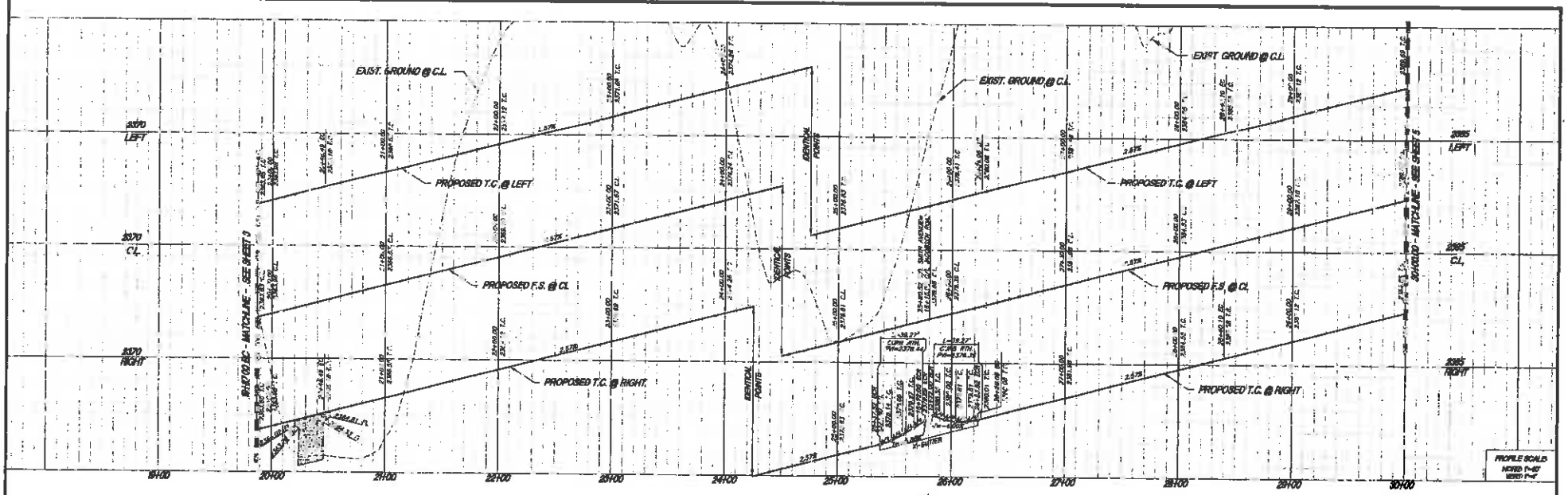
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 07/15
JOB NUMBER: 01.105.000

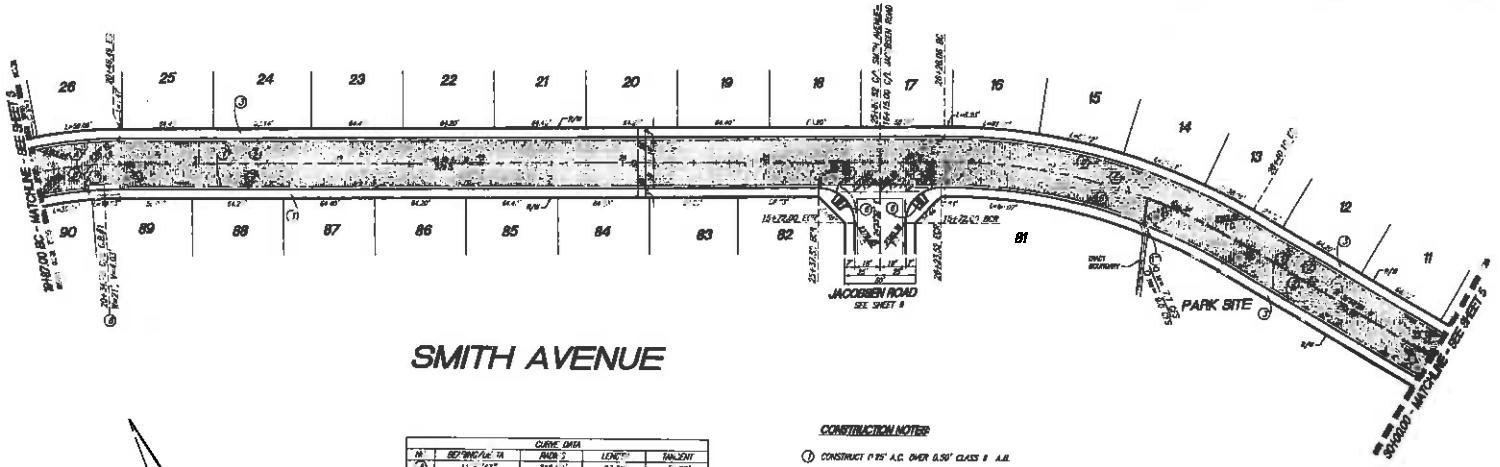
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 7/29/15
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
SMITH AVENUE
STA: 10+60.00 TO STA: 16+87.00 BC

FOR: ARGENT MANAGEMENT

SHEET 3 OF 10 SHEETS
FILE NO.: 2038





CURVE DATA				
NO.	DELTA ANGLE	RADIUS	LENGTH	TANGENT
(A)	11°21'43"	318.00'	63.04'	31.63'
(B)	11°21'43"	300.00'	59.49'	29.84'
(C)	11°21'43"	282.00'	55.93'	28.05'
(D)	39°39'32"	418.00'	289.37'	150.59'
(E)	36°39'32"	400.00'	276.84'	143.65'
(F)	36°39'32"	382.00'	264.41'	137.21'
(G)	90°00'00"	25.00'	39.27'	25.00'

CONSTRUCTION NOTES

(1) CONSTRUCT 0.15' A.C. OVER 0.50' CLASS II A.B.
(2) CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
(3) CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
(4) CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 208
(5) CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
(6) CONSTRUCT CURB OUTLET STRUCTURE PER COUNTY OF RIVERSIDE STANDARD NO. 308

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ADEQUATE OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE REMAINING PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REF 1" AND "ABUT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USC & GS MONUMENT "REST"
BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1977" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 39.3 FT. N.E. OF THE DRIVE CENTERLINE, 24.8 FT. S.W. OF THE S.W. CURB OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.
DONNAL ALAN LENNESSEY
RCE 42620 EXP. 12-31-2016
02/24/15
DATE

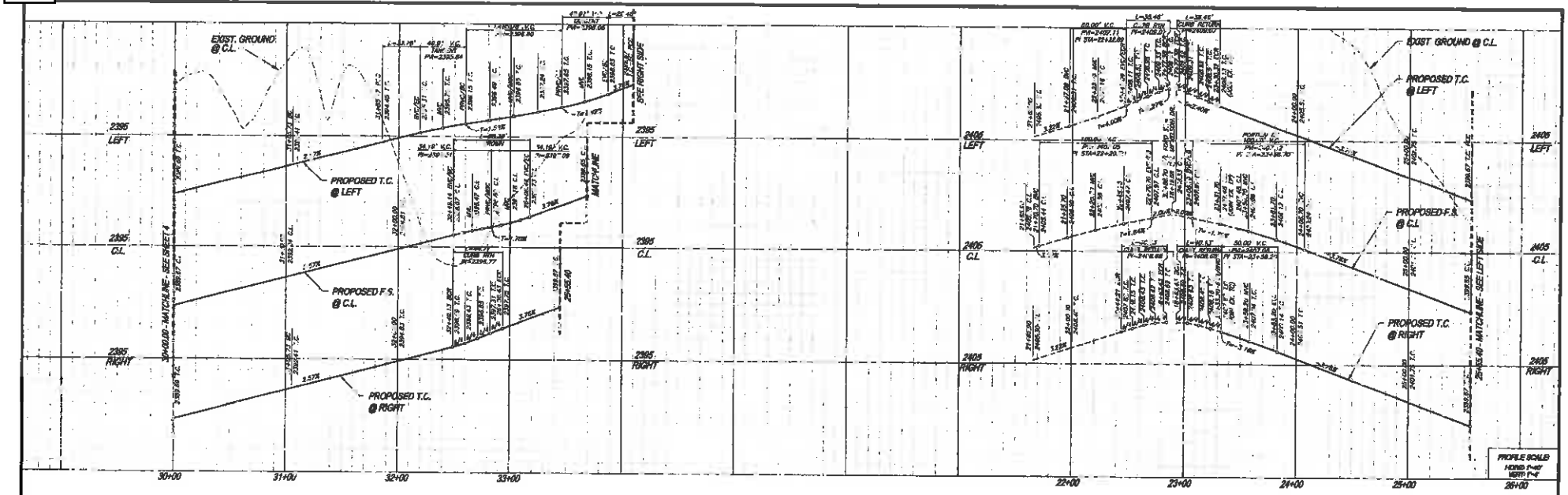
SEAL

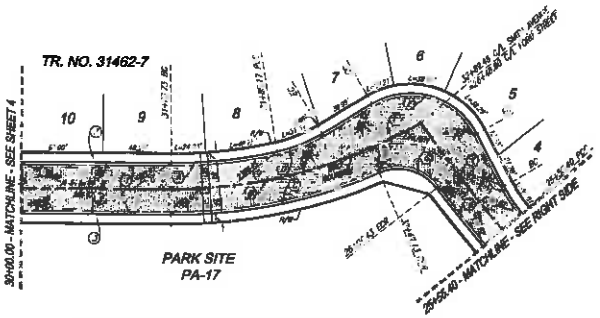
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATES: 00/00/00
JOB NUMBER: 01.105.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/2/15
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
SMITH AVENUE
STA: 19+97.00 BC TO STA: 30+00.00
For: ARGENT MANAGEMENT

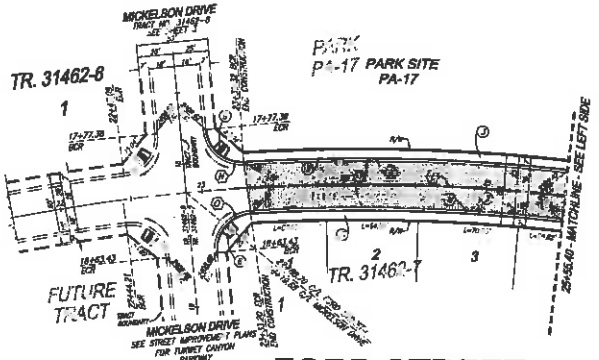
SHEET 4 OF 10 SHEETS
FILE NO.: 2031





SMITH AVENUE

CURVE DATA			
NO.	BEARING / DELTA	RADIUS	LENGTH
(A)	1°00'29"	333.00'	79.38'
(B)	23°28'32"	356.00'	143.40'
(C)	23°23'59"	368.00'	150.78'
(D)	18°25'15"	107.00'	33.78'
(E)	92°43'47"	53.00'	85.78'
(F)	71°20'13"	52.00'	68.39'
(G)	75°20'33"	34.00'	44.71'
(H)	12°02'21"	107.00'	21.48'
(I)	0°16'12"	1262.00'	57.03'
(J)	02°16'13"	1330.00'	211.74'
(K)	10°00'45"	1306.00'	228.22'
(L)	10°00'45"	1288.00'	224.69'
(M)	68°33'39"	1270.00'	218.16'
(N)	88°08'55"	25.00'	38.46'
(O)	91°58'45"	25.00'	40.13'



FORD STREET

CONSTRUCTION NOTES:

1. CONSTRUCT 0.25' A.C. OVER 0.50' CLASS II A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
4. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
5. NOT USED

THE PRIVATE ENGINEER SHALL HAVE PLANS IN RESPONSIBLE FOR ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: BRASS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" AT DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.E. OF THE S.E. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV: 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

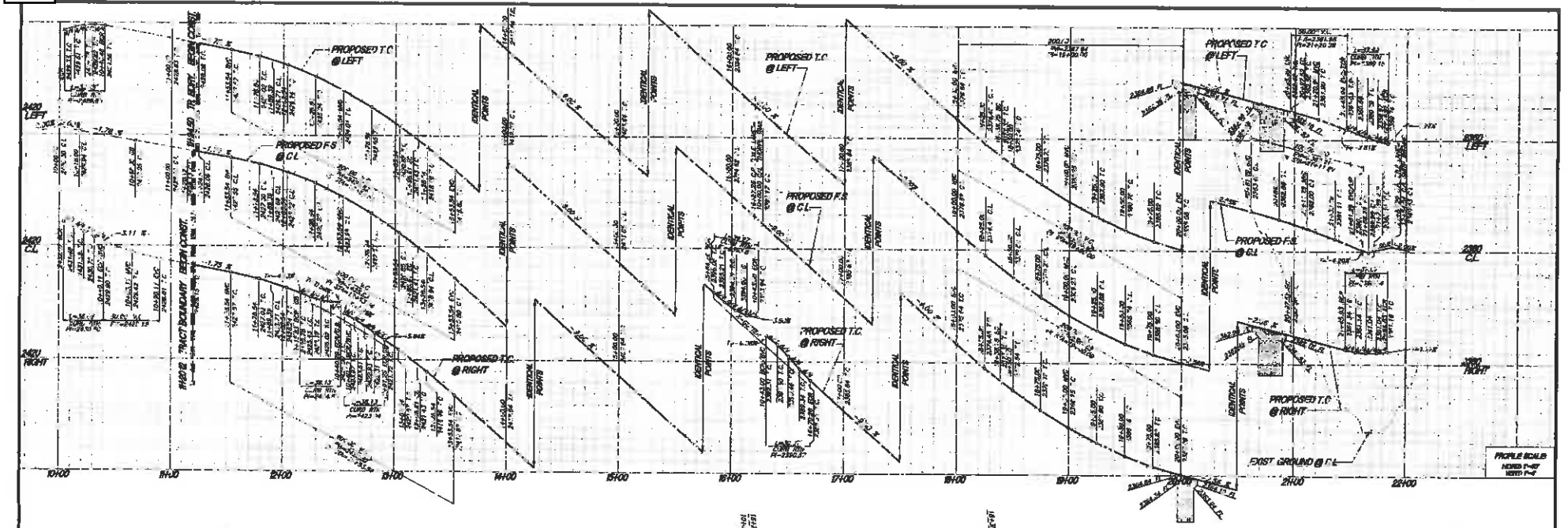
PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
33187 Jefferson Ave. Suite 100
Yucaipa, CA 92399
(951) 363-0262
GEORGE ALAN LOMPREY
R.C.E. 45600 EXP. 12-31-2016
07/24/15
DATE

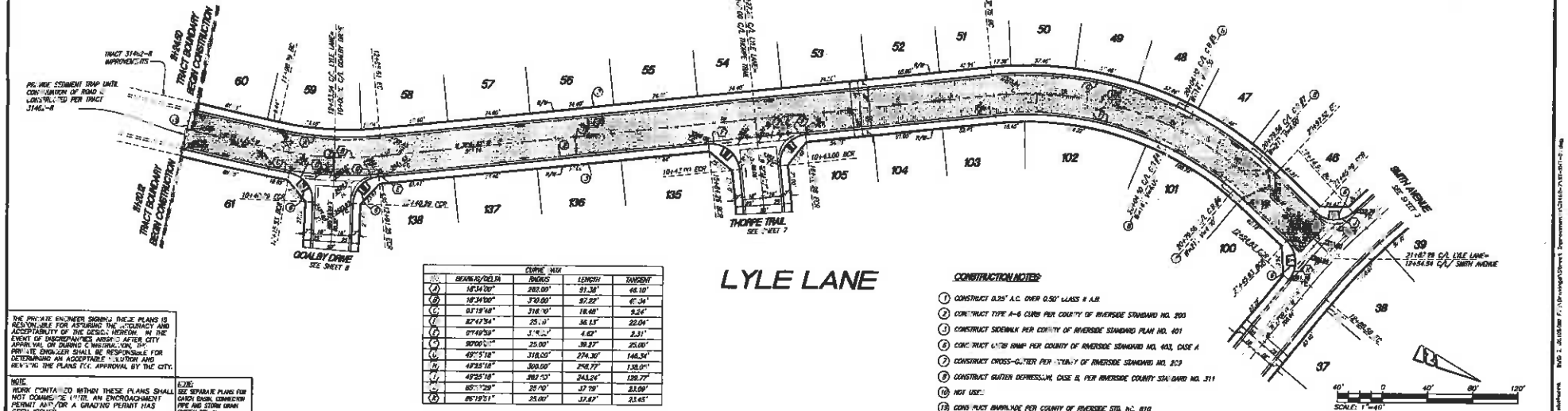
DESIGN BY:	PEC WEST
DRAWN BY:	PEC WEST
CHECKED BY:	PEC MGMT
SCALE:	AS NOTED
DATE:	07/24/15
JOB NUMBER:	04.106.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 7/31/15
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
SMITH AVENUE
STA: 30+00.00 TO STA: 33+89.48
FORD STREET
STA: 22+75.76 TO STA: 26+46.80
FOR: ARGENT MANAGEMENT

SHEET 5 OF 10 SHEETS
FILE NO.: 2038





LYLE LANE

	CURVE DATA			
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	16°34'00"	282.00'	91.38'	46.10'
B	16°34'00"	320.00'	97.22'	49.04'
C	03°19'48"	318.00'	18.48'	9.24'
D	82°47'34"	25.00'	36.13'	22.04'
E	07°49'59"	318.00'	4.62'	2.31'
F	90°00'00"	25.00'	39.27'	25.00'
G	49°25'18"	318.00'	274.30'	146.34'
H	49°25'18"	300.00'	258.77'	138.00'
I	49°25'18"	282.00'	243.24'	129.77'
J	85°17'29"	25.00'	37.29'	23.09'
K	86°19'51"	25.00'	37.67'	23.45'

CONSTRUCTION NOTES:

1. CONSTRUCT 0.25' A.C. OVER 0.50' CLASS II A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
6. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
7. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 209
8. CONSTRUCT GUTTER DEPRESSION, CASE B, PER RIVERSIDE COUNTY STANDARD NO. 311
10. NOT USED
13. CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING N 27°33'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 1-1
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

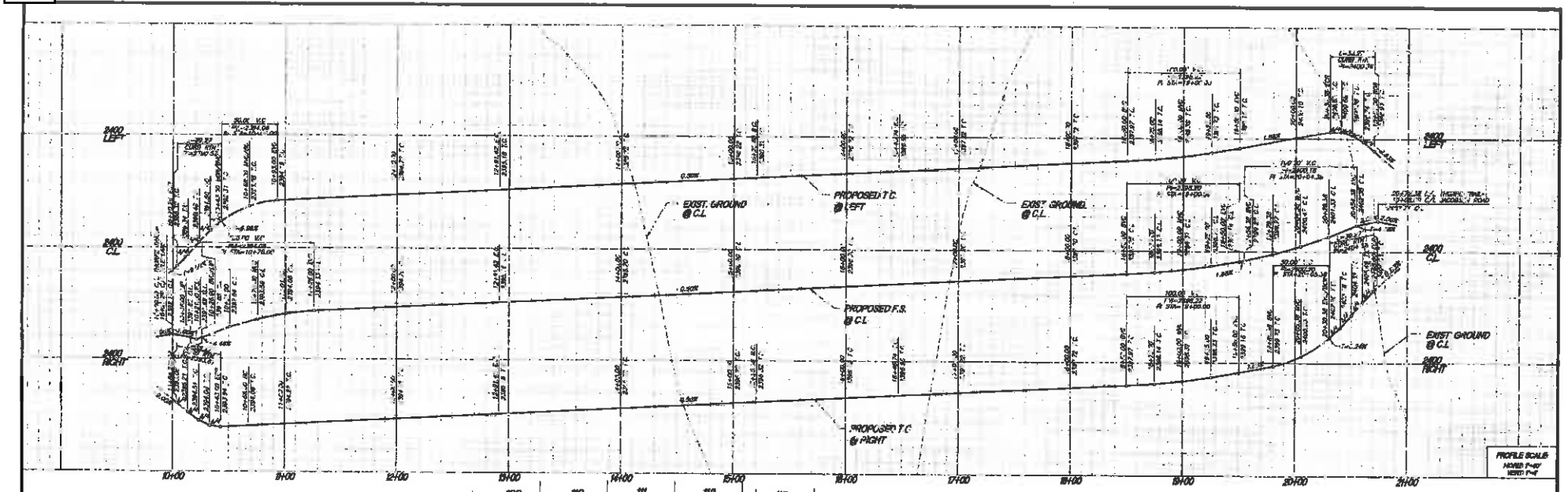
PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
02/24/05
DATE

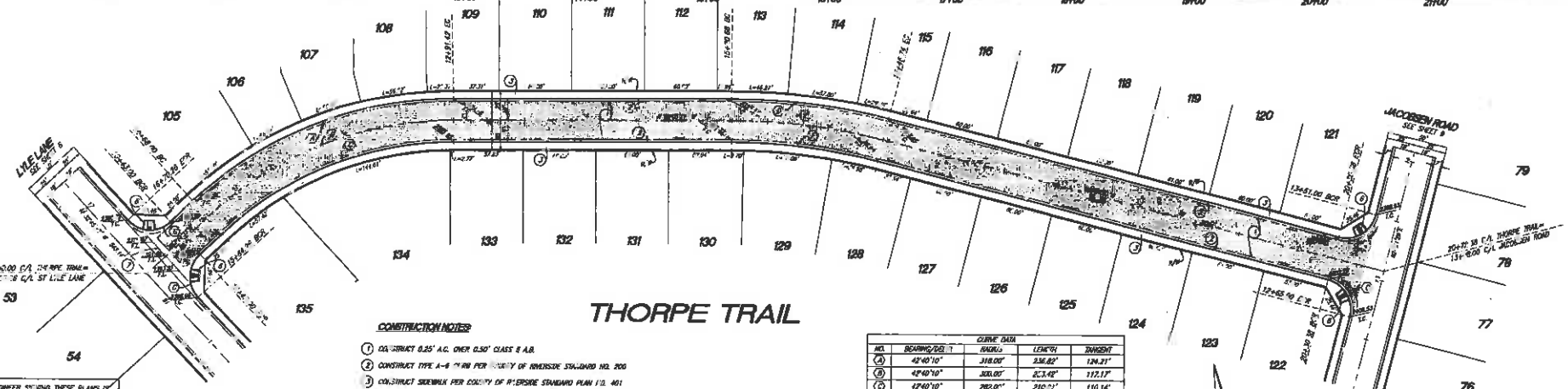
DESIGN BY: PCC WEST
DRAWN BY: PCC WEST
CHECKED BY: PCC WEST
SCALE: AS NOTED
DATE: 2/24/05
JOB NUMBER: 01.108.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 2/30/05
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
LYLE LANE
STA: 11+36.12 AND 11+24.50 TO STA: 21+87.29
FOR: ARGENT MANAGEMENT

SHEET 6 OF 10 SHEETS
FILE NO.: 2038





THORPE TRAIL

CONSTRUCTION NOTES:

1. CONSTRUCT 0.25' A.C. OVER 0.50' CLASS 6 A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
4. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 4.5, CASE A
5. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 200
6. NOT USED

CURVE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	42°40'10"	318.00'	236.82'	124.21'
(B)	42°40'10"	300.00'	223.42'	117.17'
(C)	42°40'10"	282.00'	210.01'	110.14'
(E)	14°26'41"	518.00'	130.59'	65.64'
(F)	14°26'40"	500.00'	126.05'	63.35'
(G)	90°00'00"	25.00'	39.27'	25.00'
(H)	89°59'59"	25.00'	39.27'	25.00'

THE PRIVATE ENGINEER SIGNING THESE PLANS OF ASSUMES RISK FOR ASSUMING THE ADEQUACY AND ACCEPTABILITY OF THE DESIGN SHOWN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING FOR A CERTIFIED SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND / OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE: SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
DIAL TOLL FREE 1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" IN DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. NW OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	REVISIONS	APPR.	DATE
ENGINEER			CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
ROBERT ALAN LEMPERLY, R.C.E. 63629, EXP. 12-31-17
02/24/16 DATE

No. 63629 Exp. 12-31-17 CIVIL

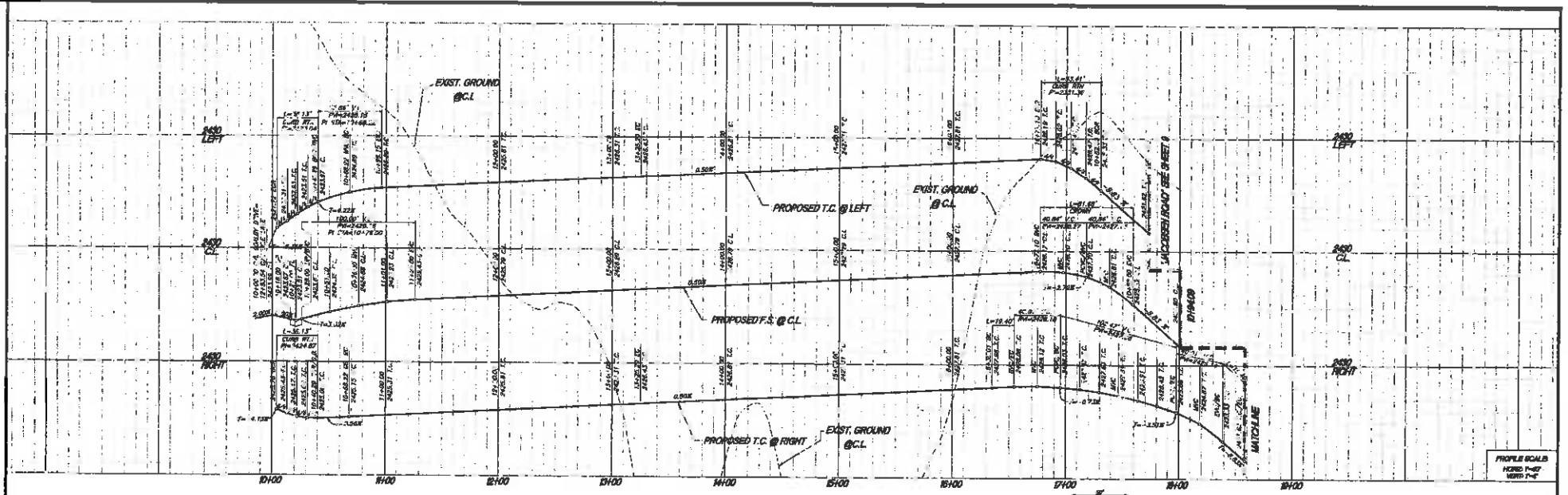
DESIGN BY: MC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
SCALE: AS NOTED
DATE: 02/24/16
JOB NUMBER: 01.135.006

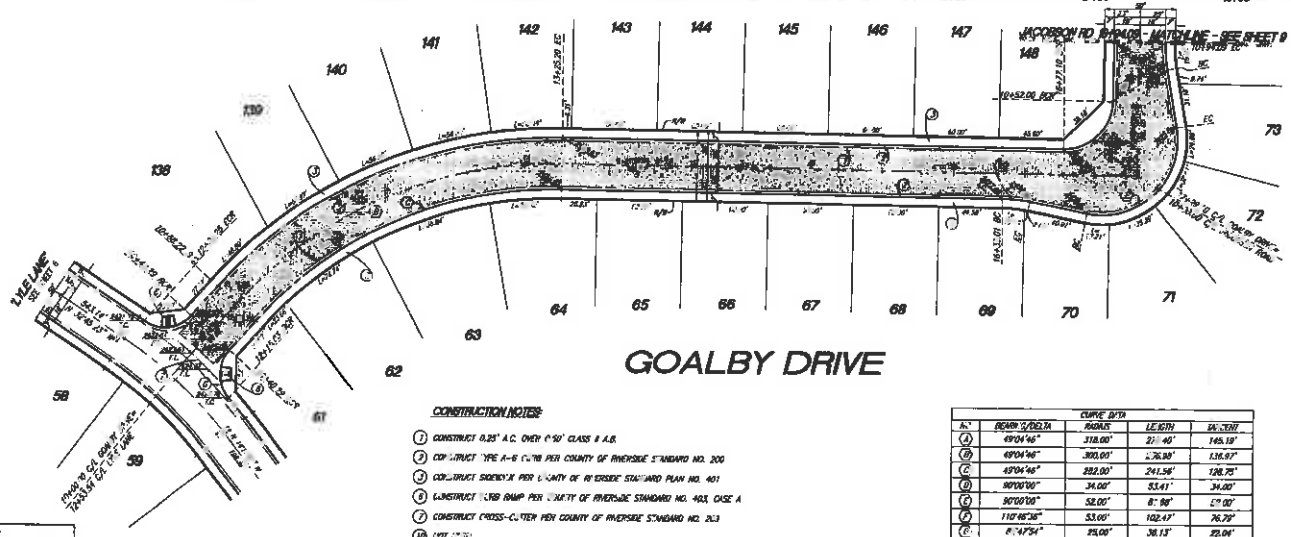
Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/24/16
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31482-7
THORPE TRAIL
STA: 10+00.00 TO STA: 20+72.18
FOR: ARGENT MANAGEMENT

SHEET 7 OF 10 SHEETS
FILE NO.: 2037

Plotted: Feb 24, 2016 - 9:38am By: dlehmann
J:\PROJECTS\2037 T.31482-7 Beaumont\Engineering\Plans\Street Plans\Thorpe Trail\31482-7 STREET PLAN.dwg





CONSTRUCTION NOTES:

1. CONSTRUCT 0.25' A.C. OVER 0.50' CLASS II A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
4. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
7. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 203
10. [illegible]

CURVE DATA				
No.	DELTA	RADIUS	LENGTH	TANGENT
(A)	49°04'46"	318.00'	272.40'	145.19'
(B)	49°04'46"	393.00'	336.80'	179.47'
(C)	49°04'46"	282.00'	241.56'	128.75'
(D)	90°00'00"	34.00'	53.41'	34.00'
(E)	90°00'00"	58.00'	91.11'	58.00'
(F)	110°46'38"	53.00'	102.47'	76.79'
(G)	8°47'54"	75.00'	38.13'	22.06'
(H)	10°33'16"	137.00'	19.40'	9.73'

SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ACTUAL THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE: SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DETAILS

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO (2) WORKING DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "BARRY".

BEARING: N 27°03'52" E

BENCHMARK:
DESCRIPTION: USC&S MONUMENT "REST"
BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 249 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
02/24/15
DATE

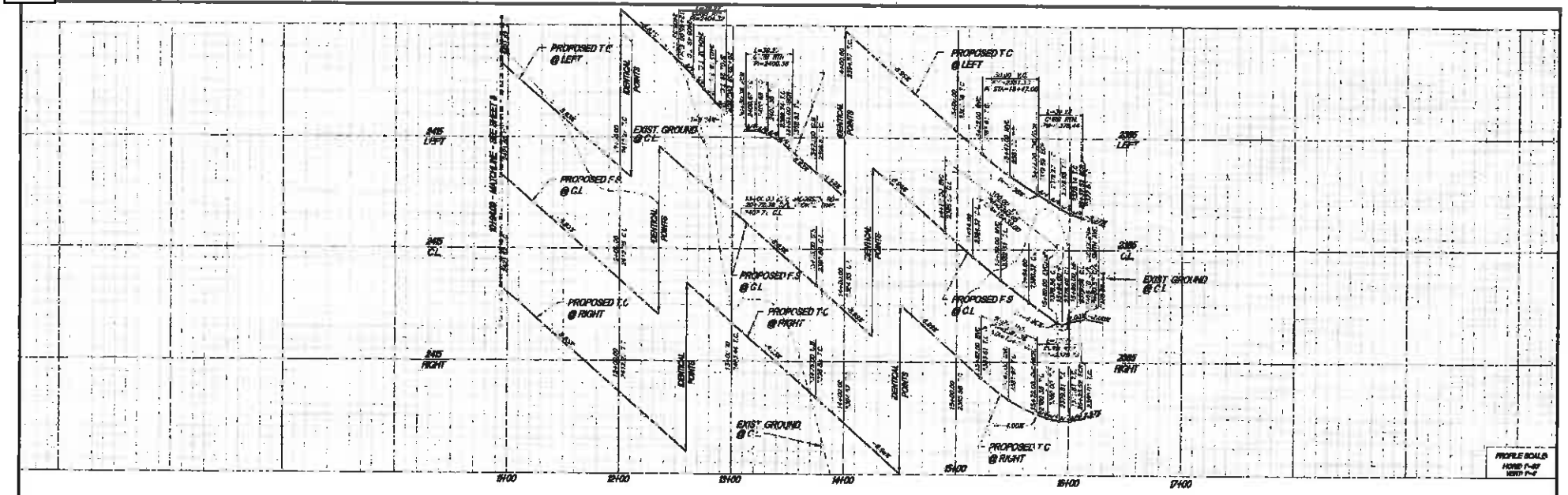
SEAL

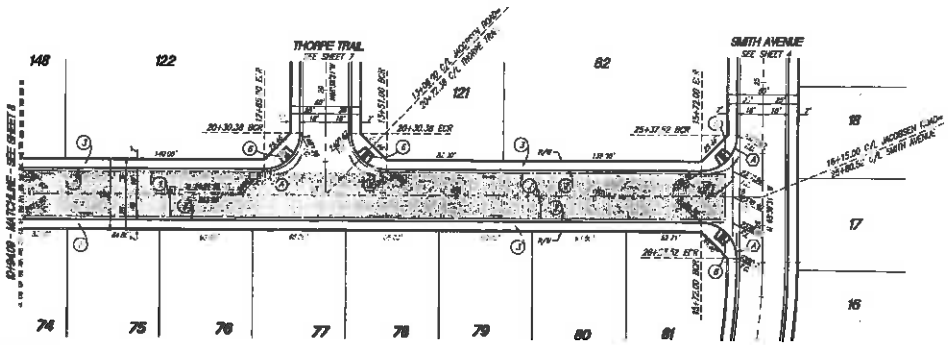
DESIGN BY: PEC WEST
DRAWN BY: PEC WEST
CHECKED BY: PEC WEST
P. M.C.: AS NOTED
DATE: 02/24/15
JOB NUMBER: 01.105.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/24/15
Assistant City Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31482-7
GOALBY DRIVE
STA: 10+00.00 TO STA: 17+28.10
JACOBSEN ROAD
STA: 10+00.00 TO STA: 10+94.00
FOR: ARGENT MANAGEMENT

SHEET 8 OF 10 SHEETS
FILE NO.: 2038





CONSTRUCTION NOTES:

1. CONSTRUCT 0.35' A.C. OVER 1.5' CLASS II A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STANDARD NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
6. CONSTRUCT CURB RAMP PER COUNTY OF RIVERSIDE STANDARD NO. 403, CASE A
7. CONSTRUCT CROSS-GUTTER PER COUNTY OF RIVERSIDE STANDARD NO. 200
10. NOT USED
15. CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810

JACOBSEN ROAD

CURVE DATA				
NO.	BEARING, DELTA	RADIUS	LENGTH	TANGENT
(1)	90°00'00"	25.00'	39.27'	25.00'
(2)	89°08'30"	25.00'	38.46'	24.20'
(3)	91°56'45"	25.00'	40.13'	25.88'
(4)	87°31'48"	21.00'	32.34'	24.08'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DETAILS

DIGALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CALTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST"
BENCHMARK WAS SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 26.3 FT. N.E. OF THE DRIVE CENTERLINE 24.8 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APP'D	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
PROACTIVE ENGINEERING WEST
R.C.E. 46810 EXP. 12-31-2016
03/24/15
DATE

DESIGN BY:	PEC WEST
DRAWN BY:	PEC WEST
CHECKED BY:	PEC WEST
SCALES:	AS NOTED
DATE:	03/24/15
JOB NUMBER:	01.108.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/30/15
Administrative Director

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
JACOBSEN ROAD
STA: 10+84.00 TO STA: 16+13.00

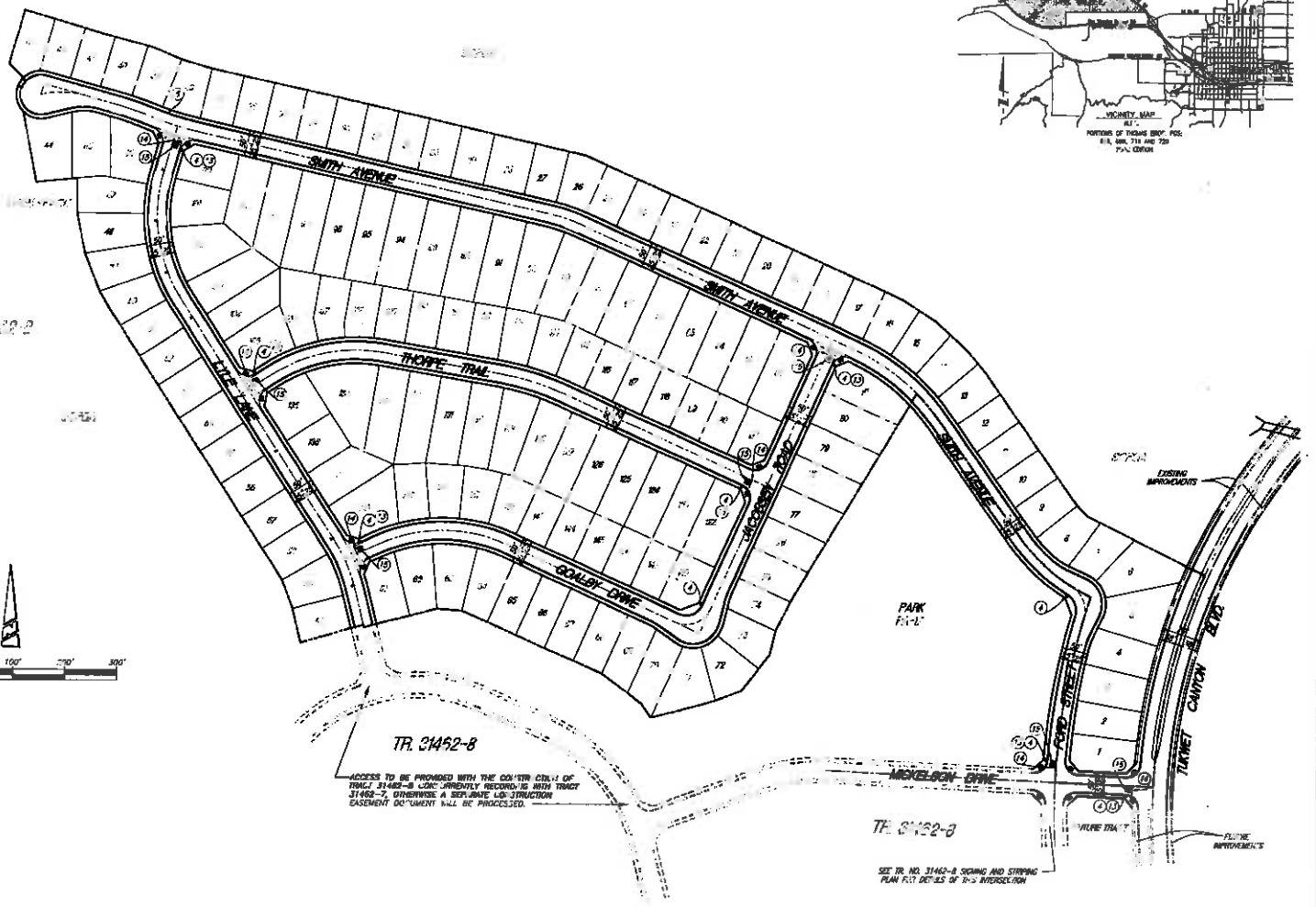
FOR: ARGENT MANAGEMENT

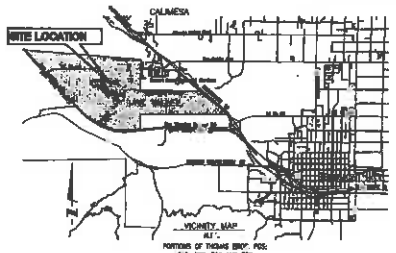
SHEET 9 OF 10 SHEETS
FILE NO.: 1.038

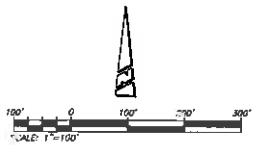
Runtime File: N:\...\Plans\Sht-1-Index.dgn

GENERAL SIGNAGE/STRIPING NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALTRANS' DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND THE RIVERSIDE COUNTY STANDARD PLANS (LATEST EDITION HEREIN AFTER REFERRED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS) SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS OF SECTION 85 OF THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS OF SECTION 85-1.04 OF CALTRANS STANDARD SPECIFICATIONS, (2010 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION).
6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL BE REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.
7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONFINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT TRAFFIC AND PROPERTY ADJACENT TO THE SANDBLASTING OPERATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. AFTER WORK, THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR LOW-POWER VACUUM.
8. ALL SIGNS SHALL CONFORM TO SECTION 56, ENTITLED "SIGNS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION). SIGNS SHALL BE RETROREFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M (OR EQUAL PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH INSERT/BREAK-AWAY FASTENERS.
9. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2014 MUTCD, EXCEPT PARKING REGARD SIGNS SHALL BE 12" x 18".
10. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IS AN AREA WHICH IS KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
11. PAINT SAMPLE SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
12. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN METAL SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POST UNLESS NOTED OTHERWISE.







CONSTRUCTION NOTES

(2)– INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STANDARD 816
(3)– INSTALL W63 "NOT A THROUGH STREET" SIGN PER CALTRANS TRAFFIC MANUAL
(4)– INSTALL R1-1 STOP SIGN
(14)– THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E
(19)– THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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NOTE:
SEE SEPARATE PLANS FOR CHAIN BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

DIGALERT
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "WEST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "WEST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "WEST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 253 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE 500'W EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. @ 991.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
CHANGER		REVISIONS	CITY	

PREPARED BY:
PROACTIVE ENGINEERING WEST
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
GEORGE A. HVIDSTEN, P.E. No. 45810, EXP. 12-31-2016
02/24/15
DATE

SEAL

DESIGN BY:	PCE WEST
DRAWN BY:	PCE WEST
CHECKED BY:	PCE WEST
SCALE:	AS NOTED
DATE:	02/24/15
JOB NUMBER:	01.16.000

Reviewed By: _____ Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date: 3/31/15
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-7
SIGNAGE AND STRIPING
FOR: ARCENT MANAGEMENT

SHEET 10 OF 10 SHEETS
FILE NO.: 2038

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and Woodside 05S, LP (hereinafter "principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated May 1, 2020, and identified as _____ is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the principal and Philadelphia Indemnity Insurance Company surety admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Four Hundred seventy three thousand eight hundred six dls & 70/100 dollars ($ 473,806.70) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or the Principal's, his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

SIGNED AND SEALED THIS _ 1st DAY OF May 2020.

(Seal)

SURETY

By: _____

Heather Valtier, Attorney-in-Fact

(Name)

(Address)

(Seal)

Woodside 05S, LP **PRINCIPAL**
By: WDS, GP, Inc. a California limited partnership
By: Its General Partner _____

CHRISTOPHER STANICEK, ASSISTANT SECRETARY

(Name)

(Title)

(Address)

By:

_____

_____

_____

_____

_____

_____

(Name)

(Title)

(Address)

_____

_____

_____

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Riverside }

On May 27, 2020 (Date) before me, Rochelle M. Sromalla, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Christopher Stanicek (Name(s) of Signer(s)),

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

ROCHELLE M. SROMALLA
Notary Public - California
Riverside County
Commission # 2284331
My Comm. Expires May 2, 2023

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint HEATHER VALTIER, DANA L. DOWERS, SANDRA SIKORA, ROBERT RANALLO, MICHAEL J. PERRY AND PAUL A. BLAND OF THE D.L.D. COMPANY DBA D.L.D. INSURANCE BROKERS INC., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Kessleski, Notary Public
Lower Merion Twp. Montgomery County
My Commission Expires Dec. 18, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: _____

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of May, 20 20.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange

On _____ before me, Megan Elizabeth Graham, Notary Public,
(Here insert name and title of the officer)

personally appeared Heather M. Valtier,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

MEGAN ELIZABETH GRAHAM
Notary Public – California
Orange County
Commission # 2196497
My Comm. Expires May 11, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Maintenance Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 5/1/2020

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE August 2, 2022

SUBJECT: **Adopt Resolution of the City Council Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls**

Background and Analysis:

Annually, the City of Beaumont conducts weed abatement for vacant parcels throughout the City in accordance with Beaumont Municipal Code Chapter 8.08. This section of the code requires property owners to maintain their properties free of weeds, dry grass, dead trees, or any other growing material that creates a fire hazard.

Notices to abate were sent to vacant property owners in April 2022, requiring them to remove weeds and dead vegetation and to maintain fire breaks in accordance with Section 8.08.015 of the code. Property owners are encouraged to participate in the City's subscription program, which assigns a City approved contractor to their property to complete the weed abatement and the property owner is then assessed the cost of the abatement on their annual property taxes.

Property owners that do not complete their weed abatement as required are summarily abated as provided for in Section 8.08.026 of the code and the costs for the abatement are reported to City Council for a resolution ordering the collection of weed abatement charges through assessments on the Riverside County Auditor tax rolls.

For consideration is a resolution of City Council, ordering the collection of weed abatement charges and directing the County Auditor to collect such fees on the tax rolls, with a report of costs for weed abatement as completed by the City of Beaumont contractors, listed by parcel.

Fiscal Impact:

Approval of the resolution and collection of weed abatement charges on the Riverside County Auditor tax rolls will allow for the cost recovery by the City of Beaumont in the amount of $60,200.50. City staff estimates the cost to prepare this report was $390.

Recommended Action:

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls.”

Attachments:

A. Resolution of the City Council of the City of Beaumont, California Ordering the Collection of Weed Abatement Charges and Directing the County Auditor to Collect Such Fees on the Tax Rolls
B. Report of Weed Abatement as Completed by the City of Beaumont, listed by Parcel

Resolution 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, ORDERING THE COLLECTION OF WEED ABATEMENT CHARGES AND DIRECTING THE COUNTY AUDITOR TO COLLECT SUCH FEES ON THE TAX ROLLS

WHEREAS, the City has incurred costs of abating weeds on private property; and

WHEREAS, weed abatement is a requirement based on Public Health and Safety; and

WHEREAS, property owners were notified by mail to abate or have the City abate weeds; and

WHEREAS, said property owners failed to abate such conditions; and

WHEREAS, said analysis concluded with a recommendation to the City Council that, in the best interest of the citizens and the City of Beaumont, the collection of weed abatement service charges be a part of the tax assessments; and

WHEREAS, such tax assessments constitute a lien assessed against the property and shall be collected in accordance with Article 4, Chapter 6, Part 3 of the Health and Safety Code of the State of California, collected on the tax roll in the same manner, by the same person, and at the same time, and together with, and not separate from, its general taxes.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Beaumont as follows:

Section 1: That the City Council does hereby confirm the written report made by the Community Enhancement Division of the City of Beaumont, of delinquent weed abatement service charges itemized for each separate parcel land.

Section 2: That the City Council hereby confirm the report, made by the Community Enhancement Division of the City of Beaumont, of weed abatement subscription service charges itemized for each separate parcel of land.

Section 3: That charges are in compliance with all laws pertaining to the levy of this assessment as cited in Section 4 of this Resolution, and is levied without regard to property valuation, and

Section 4: That the cost of weed abatement service of each parcel of land shall constitute an assessment against that parcel and shall be a lien on such parcel of land in accordance with the provisions of the Government Code of the State of California and the Health and Safety Code of the State of California.

Section 5: That an itemized written report for each separate parcel of land which is included by reference and is made part thereof as though fully set forth herein. That certified copies of this Resolution shall be delivered to the Riverside County Auditor-Controller by August 10th of such fiscal year and shall be made part of the tax assessments and be made a part of the tax roll all in accordance with section 51520 of the Government Code of the State of California, and other provisions of the law applicable thereto.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT

ATTEST:

_____
Mayor

_____
City Clerk

ATTACHMENT

APN #	Amount	sub	non sub
404-190-002	$ 1,136.00		X
404-190-007	$ 1,262.00		X
404-190-008	$ 464.00		X
400-250-008	$ 4,962.00		X
400-250-010	$ 464.00		X
400-250-012	$ 3,444.00		X
408-080-005	$ 1,096.00		X
415-091-010	$ 340.00		X
415-091-012	$ 340.00		X
415-100-053	$ 185.00	X	
415-180-022	$ 340.00		X
415-210-003	$ 413.50		X
418-113-008	$ 235.00		X
418-123-003	$ 361.00		X
418-123-005	$ 392.50		X
418-123-007	$ 340.00		X
418-123-008	$ 445.00		X
418-123-011	$ 340.00		X
418-123-012	$ 340.00		X
418-310-007	$ 1,180.00		X
418-310-008	$ 760.00		X
418-320-007	$ 865.00		X
418-320-008	$ 812.50		X
418-320-011	$ 550.00		X
418-320-012	$ 340.00		X
419-222-003	$ 237.50	X	
419-222-012	$ 542.00	X	
419-222-022	$ 392.50		X
418-210-019	$ 335.00		X
414-090-024	$ 395.00	X	
414-090-025	$ 1,025.00	X	
414-090-026	$ 395.00	X	
414-120-009	$ 731.00	X	
414-120-026	$ 1,655.00	X	
414-120-027	$ 1,655.00	X	
414-120-029	$ 184.00	X	
414-120-031	$ 185.00	X	
414-120-033	$ 920.00	X	
414-120-034	$ 1,130.00	X	
414-120-035	$ 5,435.00	X	
414-120-038	$ 1,550.00	X	
414-120-039	$ 710.00	X	

APN #	Amount	sub	non sub
414-120-040	$ 605.00	X	
414-120-041	$ 1,235.00	X	
419-222-020	$ 358.00	X	
419-222-021	$ 253.00	X	
419-170-034	$ 253.00	X	
419-170-031	$ 673.00	X	
418-270-043	$ 288.00	X	
418-270-044	$ 253.00	X	
419-170-035	$ 253.00	X	
418-290-016	$ 218.00	X	
418-290-023	$ 253.00	X	
418-290-022	$ 218.00	X	
418-031-010	$ 253.00	X	
418-140-019	$ 218.00	X	
418-140-020	$ 218.00	X	
418-190-008	$ 218.00	X	
418-043-002	$ 253.00	X	
417-220-041	$ 393.00	X	
417-220-009	$ 393.00	X	
417-150-016	$ 218.00	X	
417-150-010	$ 183.00	X	
417-150-009	$ 183.00	X	
417-150-007	$ 183.00	X	
417-150-006	$ 183.00	X	
417-030-002	$ 393.00	X	
415-301-030	$ 253.00	X	
415-282-022	$ 288.00	X	
415-261-014	$ 218.00	X	
415-122-019	$ 218.00	X	
415-092-014	$ 253.00	X	
414-142-038	$ 953.00	X	
414-020-011	$ 1,023.00	X	
408-080-004	$ 813.00	X	
404-140-001	$ 1,723.00	X	
417-020-066	$ 253.00	X	
418-240-009	$ 813.00	X	
418-250-001	$ 393.00	X	
418-250-006	$ 428.00	X	
418-250-007	$ 498.00	X	
418-250-008	$ 498.00	X	
418-260-013	$ 813.00	X	
418-230-003	$ 603.00	X	
418-300-002	$ 463.00	X	
418-121-003	$ 253.00	X	
403-200-010	$ 323.00	X	
415-322-012	$ 235.00		X

APN #	Amount		sub	non sub
428-030-001	$ 632.00			X
414-130-014	$ 1,220.00			X
TOTAL	$ 60,200.50			

Staff Report

TO: City Council

FROM: Thaxton Van Belle, General Manager of Utilities

DATE August 2, 2022

SUBJECT: **Approve the Second Amendment of the Wastewater Treatment Plant Chemical Supply Contract with HASA, Inc.**

Background and Analysis:

A request for bids was issued by City staff in May of 2020, for chemical supplies required to operate the new advanced treatment plant. On July 7, 2020, the City Council approved a contract with HASA, Inc. (HASA), for the chemical supply of sodium hypochlorite. On June 15, 2021, City Council approved a First Amendment to Chemical Supply Agreement with HASA to extend services for one year (Attachment A).

HASA has submitted pricing for the next fiscal year with a cost increase due to supply and manufacturing constraints, as well as inflationary pressure throughout the supply chain with upward trends in labor and transportation costs. In a letter to Congress, the American Water Works Association (AWWA) references a nationwide chlorine cost increase of 160%, with some users experiencing 300%-700% increases (Attachment B). The following table illustrates last year's FY2021 pricing and the current proposed pricing for FY2023.

Chemical	2022 Price Per Gallon	2023 Price Per Gallon
Sodium Hypochlorite 2500 -3999 Gallons (short truck)	$0.98	$1.90
Sodium Hypochlorite >4000 Gallons (full truck)	$0.85	$1.70

All Chemical Supply Contracts are scheduled to undergo new bid requests in the next Fiscal Year.

Fiscal Impact:

The total cost of the agreement is based on actual usage and estimations have been appropriated within the wastewater special supplies budget. The cost to prepare this report is estimated at $500.

Recommended Action:

Approve a second amendment to the Chemical Supply Agreement with HASA, Inc., extending the duration of the contract for one year and agreeing to the adjusted rates as outlined in the amendment.

Attachments:

A. FY 2022 Contract Amendment
B. American Water Works Letter to Congress
C. Proposed FY2023 Contract Amendment

CITY OF BEAUMONT
FIRST AMENDMENT TO CHEMICAL SUPPLY AGREEMENT
(HASA Inc.)

THIS FIRST AMENDMENT TO CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the 1st day of July, 2021 by and between the CITY OF BEAUMONT ("CITY"), and HASA, Inc., a California corporation whose address is 23119 Drayton Street Saugus, CA 91350 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

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

A. On July 1st, 2020 the CITY and CONTRACTOR entered into a certain agreement entitled "Wastewater Treatment Plant Chemical Supply Agreement" ("Agreement"), after following an RFP process to supply Sodium Hypochlorite used in the operation of the Wastewater Treatment Plant.

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

ORIGINAL ON FILE

AMENDMENT

The Agreement is hereby amended to replace section 4 regarding the Compensation and to extend the 'Wastewater Treatment Plant Chemical Supply Agreement for a one-year term, effective July 1st, 2021.

COMPENSATION

The CITY shall pay the CONTRACTOR at the rates set forth and shall not increase any rate without the prior written consent of the CITY.

CHEMICAL	UNIT PRICE PER GALLON
Sodium Hypochlorite 2500 - 3999 gallons (short truck)	$0.98
Sodium Hypochlorite >4000 gallons (full truck)	$0.86

TERM

The term of the Agreement is hereby extended to cover the time period from July 1, 2021

until June 30, 2022.

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

[Signatures on following page]

ORIGINAL ON FILE

SIGNATURE PAGE TO

CITY OF BEAUMONT
FIRST AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

HASA, Inc.

By: _____

Print Name: _____

Title: _____

ATTEST:

By:_____
Steven Mehlman, City Clerk

ORIGINAL ON FILE

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

American Water Works Association

ASSOCIATION OF METROPOLITAN WATER AGENCIES

June 7, 2022

The Honorable Jeff Merkley
Chairman
Subcommittee on Chemical Safety, Waste Management, Environmental Justice, and Regulatory Oversight
Committee on Environment and Public Works
United States Senate
Washington, DC 20510

The Honorable Roger Wicker
Ranking Member
Subcommittee on Chemical Safety, Waste Management, Environmental Justice, and Regulatory Oversight
Committee on Environment and Public Works
United States Senate
Washington, DC 20510

Dear Chairman Merkley and Ranking Member Wicker:

Thank you for the opportunity to submit this statement for the record of the subcommittee's hearing on S. 4244, the Alan Reinstein Ban Asbestos Now Act. The American Water Works Association (AWWA) and the Association of Metropolitan Water Agencies (AMWA) have significant concerns about S.4244 and the U.S. Environmental Protection Agency's (EPA's) proposed rule to ban the use of chrysotile asbestos diaphragms in the production of chlorine, sodium hypochlorite and caustic soda by the chlor-alkali sector. EPA's own analysis indicates that such action will impact nearly 30 percent of domestic production that serves the water sector. This will adversely impact the continuity of operations at utilities across the nation and as result, the health protections provided to our customers.

AWWA and AMWA represent drinking water systems that collectively serve over 80 percent of the population. Our primary mission is the protection of public health. We support over 50,000 community water systems nationwide in maintaining an essential lifeline service, safe drinking water. Safe drinking water is critical to both public health and the economic vitality of individual communities across the nation. The majority of these community water systems are part of municipal government, while some are independent authorities, not-for-profit organizations, or investor-owned utilities. No matter the type of ownership, there are three common denominators: 1) they provide a critical infrastructure service, 2) their operations are financially supported by the rate payers in the communities they serve and 3) they are required to comply with regulations promulgated under the Safe Drinking Water Act (SDWA).

SDWA regulations specifically require 1) any water system that relies on surface water or ground water under the influence of surface water (GWUDI) to meet disinfection requirements using chlorine, chlorine/chloramines, ozone, or chlorine dioxide, 2) these same systems must also maintain a chlorine disinfectant residual in the distributed drinking water supply, and 3) primary disinfection at groundwater systems at the direction of primacy agencies. All these provisions are designed to protect the public from pathogens. However, our collective capacity to fulfill this obligation to protect public health would be threatened by S. 4244's proposed ban on chrysotile asbestos – which is commonly used in the production of chlorine.

S. 4244 would prohibit the "manufacture, processing, use, and distribution in commerce" of "commercial asbestos" within one year of passage of the legislation. "Commercial asbestos" is defined to include asbestiform fibers processed from chrysotile asbestos, which is used by the chlor-alkali sector in diaphragms necessary to produce chlorine, sodium hypochlorite and caustic soda. While S. 4244 would allow existing chlor-alkali facilities to import and use chrysotile asbestos to produce diaphragms for one additional year beyond the prohibition date, AWWA and AMWA have significant concerns that this legislation would curtail domestic chlorine production and adversely impact the continuity of operations at water systems across the nation and therefore threaten the public health of your constituents.

Similarly, EPA's proposal to regulate certain conditions of use under Section 6(a) of the Toxic Substances Control Act (TSCA) would prohibit, after two years, the manufacture, processing, and commercial use of chrysotile asbestos, "including any chrysotile asbestos-containing products or articles" such as diaphragms in the chlor-alkali industry. The effects of this ban would be identical to those of S. 4244 and would introduce new uncertainties into the availability of chlorine for water treatment activities.

Existing market pressures are pushing up the cost for chlorine – costs that water systems must pass on to their ratepayers. We gathered information from our members about the cost of chlorine. Our members have been experiencing significant increases in the cost of chlorine over the last 18 months and future increases are anticipated. According to AWWA's recent national survey, on average the cost for each ton of chlorine delivered to water systems has increased over 160%. The lowest reported cost in the second quarter of 2022 was $700/ton up from $221/ton in the first quarter of 2021. The highest reported cost in the second quarter of 2022 was $7,000/ton. Higher unit costs often fall disproportionately on smaller communities that use 150-pound containers and therefore do not have bulk volume purchasing power. However, multiple large systems have experienced 300-600% increases in the unit cost of chlorine over the same 18-month period. In many cases these dramatic price increases represent millions of dollars in unbudgeted operating expenses that must be absorbed by the water system.

The rapid escalation in the cost of this critical treatment chemical represents a significant opportunity cost to ratepayers. Water systems are already being forced to reallocate limited, available funds away from operational and maintenance needs. Deferred investments in drinking water treatment facility and distribution system repair are direct and real-world consequences of rapid escalation in the cost of chlorine. The proposed legislation and regulation fail to recognize these impacts on water system operations and the public they serve. While S. 4244 provides the President the opportunity to grant, on a case-by-case basis, a temporary exemption to the asbestos ban when necessary to protect national security, no similar waiver is included for the purpose of maintaining chlorine production to protect public health. We believe the latter is as critical for the defense of the country as the availability of chlorine is a necessity to ensure safe drinking water that provides for a sound and vital economy. In any event, the continued availability of chlorine to the nation's water systems is too important to defer to a discretionary waiver process. If enacted in its current form, S. 4244 would magnify existing economic burdens

by restricting chlorine production, thus compounding affordability and continuity of operations challenges currently impacting the nation's water systems.

S. 4244 and EPA's proposed regulation would leave water systems with little recourse but to file with EPA for relief under SDWA §1441. This provision is designed to ensure that certain chemicals or substances, including chlorine and caustic soda, that are necessary "for the purpose of treating water in any public water system or in any public treatment works" are "reasonably available." It is not clear that the Administration could meet this obligation under SDWA §1441 in an environment of reduced chlorine production due to the asbestos ban. Clearly, the implications for public health could be profound.

We are also concerned that EPA's economic analysis for the proposed rule made no substantive effort to examine the impact on "reasonable availability" and downstream consequences on water system operations. EPA suggested that "potential supply disruptions could be addressed in the shorter term through increased importing . . . and over time with increased production at existing non-asbestos diaphragm or membrane-based chlor-alkali plants." EPA provides no supply chain capacity analysis to support that finding. In addition, we do not believe that shifting the supply chain towards greater foreign dependency, even if short-term, is in our strategic national interest.

Recent incidents, including Winter Storm Uri and Hurricane Laura, directly impacted chlor-alkali production and availability. However, in responding to those incidents EPA lacked the data necessary to properly examine "reasonable availability" under §1441. We recommend that Congress task EPA with conducting a full supply chain analysis to develop an understanding of how production incidents may impact the availability of chemicals and substances essential to proper water treatment. In addition, we believe §1441 could be more anticipatory of emergency conditions. The current process requires a lengthy notice and comment period that is not responsive to emergency conditions such as those observed in the past year. Congress should explore granting priority allocation to use cases associated with public health, including but not limited to water treatment.

Over the past 18 months water systems across the nation have reported multiple instances of inadequate available disinfectant supply, with respect to both chlorine and sodium hypochlorite. There have been multiple instances where water systems have been within a few days of running out of these disinfectants, when typically, weeks of supply are maintained onsite. This creates significant stress on water systems' ability to assure adequate treatment. Should a system not have adequate disinfectant, SDWA regulations appropriately require public notification, and state primacy agencies would typically require a boil water notification. The lack of adequate disinfection disrupts the entire community for no reason other than chemical supply disruption. Our members have worked diligently to avoid such outcomes. The proposed legislation and regulation unnecessarily place communities at greater risk of experiencing such a disruption and the associated economic consequences.

It should also be noted that under TSCA section 6(g) EPA was directed by Congress to consider how a proposed action may "significantly disrupt the national economy, national security or critical infrastructure." In the current rulemaking EPA did not exercise this discretion and no exemption was granted. We believe the agency made a grave mistake given the existing supply chain and economic impacts being experienced in the water sector. At minimum Congress should direct EPA to conduct a full-scale market capacity assessment under §1441 given the strategic national economic and security role of water utilities as essential lifeline critical infrastructure systems under PPD-21 and the Homeland Security Act of 2002. The proposed transition period of 3 years is unreasonable considering similar European regulation provided 5-8 years for the same transition. The proposed legislation and regulation create a federal government-imposed threat to the continuity of community water system operations and an unreasonable cost burden on the nation's water rate payers. Congress and EPA must consider these financial burdens in weighing whether to pursue these prospective actions.

We recognize that the intent of S. 4244 and EPA's proposed regulation is to mitigate exposure to asbestos. However, it must be recognized that chrysotile asbestos diaphragms used in the production of chlorine provide a critical disinfectant relied upon by community water systems nationwide to ensure that water is safe to drink. Ensuring the continuity of safe drinking water is a critical public health issue. AWWA and AMWA urge you to, at minimum, modify S. 4244 to ensure that it does not inadvertently create a chlorine supply shortage that could threaten the safety of our nation's drinking water supply. We would be eager to collaborate with you on this important issue.

Sincerely,

American Water Works Association
Association of Metropolitan Water Agencies

CITY OF BEAUMONT
SECOND AMENDMENT TO CHEMICAL SUPPLY AGREEMENT
(HASA Inc.)

THIS SECOND AMENDMENT TO CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the 1st day of July, 2022 by and between the CITY OF BEAUMONT ("CITY"), and HASA, Inc., a California corporation whose address is 23119 Drayton Street Saugus, CA 91350 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

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

A. On July 1st, 2020 the CITY and CONTRACTOR entered into a certain agreement entitled "Wastewater Treatment Plant Chemical Supply Agreement" ("Agreement"), after following an RFP process to supply Sodium Hypochlorite used in the operation of the Wastewater Treatment Plant.

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

C. On July 1st, 2021 the CITY and CONTRACTOR entered into a First Amendment to Chemical Supply Agreement to extend services.

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

AMENDMENT

The Agreement is hereby amended to replace section 4 regarding the Compensation and to extend the 'Wastewater Treatment Plant Chemical Supply Agreement for a one-year term, effective July 1st, 2022.

COMPENSATION

The CITY shall pay the CONTRACTOR at the rates set forth and shall not increase any rate without the prior written consent of the CITY.

CHEMICAL	UNIT PRICE PER GALLON
Sodium Hypochlorite 2500 - 3999 gallons (short truck)	$1.90
Sodium Hypochlorite >4000 gallons (full truck)	$1.70

TERM

The term of the Agreement is hereby extended to cover the time period from July 1, 2022 until June 30, 2023.

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

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT
SECOND AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:

HASA, Inc.

By: _____

Print Name: _____

Title: _____

Staff Report

TO: City Council

FROM: Thaxton Van Belle, General Manager of Utilities

DATE August 2, 2022

SUBJECT: **Approve the Second Amendment of the Wastewater Treatment Plant Chemical Supply Contract with NorthStar Chemical**

Background and Analysis:

On July 7, 2020, City Council approved a contract with NorthStar Chemical for the following chemicals: citric acid, sulfuric acid, liquid ammonium sulfate, sodium bisulfate, and sodium hydroxide.

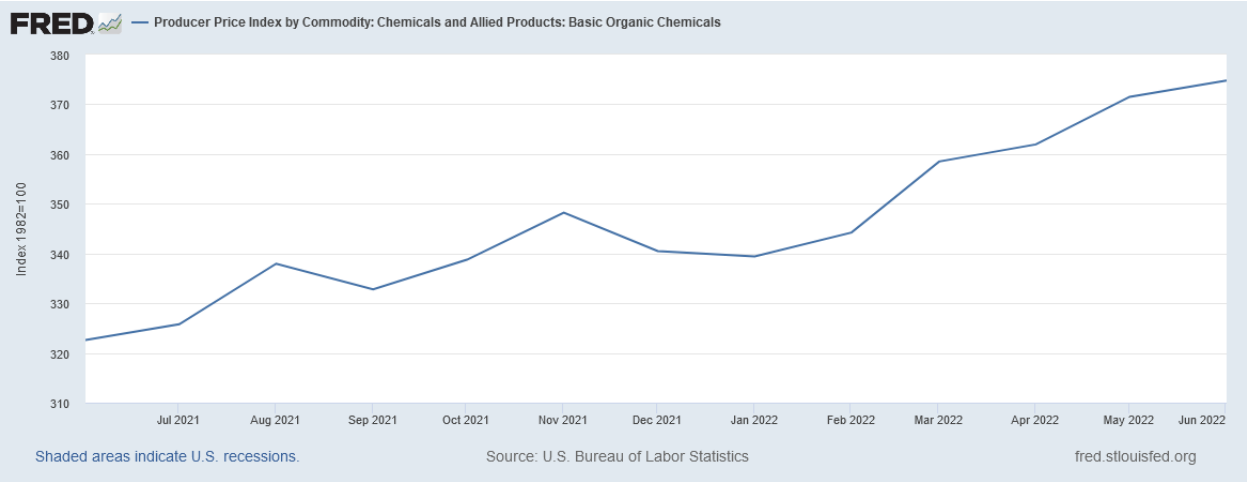
On July 1, 2021, City Council approved the First Amendment to extend the Chemical Supply Agreement with NorthStar Chemical for one year.

NorthStar Chemical has submitted pricing for the first quarter of the current fiscal year. Chemical pricing continues to escalate with all products from all manufacturers and freight/transportation rates have escalated along with it. NorthStar Chemical is limiting its offering to quarterly pricing due to the market volatility and unpredictability of the future. The following table illustrates the pricing from FY2022 and the proposed quarterly fixed pricing for FY2023.

Chemical	2022 Price Per Gallon	2023 Price Per Gallon
Citric Acid	$9.46	$19.50
Sulfuric Acid	$2.65	$5.20
Liquid Ammonium Sulfate	$4.38	$5.75
Sodium Bisulfite	$2.96	$3.25
Sodium Hydroxide	$1.71	$2.83

Staff is recommending to reference a producer pricing index (PPI) for chemicals (shown and referenced below), currently running at an annual rate of 16% to apply to the quarterly price to establish a ceiling rate for a one-year contract. Thus, if the next quarterly pricing comes in equal to or less than the PPI of 16%, the contract will remain

in effect, and if pricing increases beyond the16% PPI, the contract will come before the City Council for review.



U.S. Bureau of Labor Statistics, Producer Price Index by Commodity: Chemicals and Allied Products: Basic Organic Chemicals [WPU0614], retrieved from FRED, Federal Reserve Bank of St. Louis; https://fred.stlouisfed.org/series/WPU0614, July 26, 2022.

All Chemical Supply Contracts are scheduled to undergo new bid requests for the next Fiscal Year.

Fiscal Impact:

The total cost of the agreement is based on actual usage and estimations have been appropriated within the wastewater special supplies budget. The cost to prepare this report is estimated at $700.

Recommended Action:

Approve a second amendment to the Chemical Supply Agreement with NorthStar Chemical with any non-substantive changes made by the City Attorney consisting of a one-year extension of the existing contract for the supply of the listed chemicals with adjusted quarterly rates as outlined, not to exceed the Producer Price Index by Commodity for chemicals, currently running at 16%.

Attachments:

A. Approved FY 2022 Contract Amendment.
B. Proposed FY 2023 Contract Amendment.

CITY OF BEAUMONT
FIRST AMENDMENT TO CHEMICAL SUPPLY AGREEMENT
(NorthStar Chemical)

THIS FIRST AMENDMENT TO CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the 1st day of July, 2021 by and between the CITY OF BEAUMONT ("CITY"), and Pacific Star Chemical, LLC a Delaware limited liability company doing business as Northstar Chemical whose address is 14200 SW Taulatin Sherwood Road, Sherwood OR 97140 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

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

A. On July 1st, 2020 the CITY and CONTRACTOR entered into a certain agreement entitled "Wastewater Treatment Plant Chemical Supply Agreement" ("Agreement"), after following an RFP process to supply Citric Acid, Sulfuric Acid, Liquid Ammonium Sulfate, Sodium Bisulfate, and Sodium Hydroxide used in the operation of the Wastewater Treatment Plant.

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

AMENDMENT

The Agreement is hereby amended to replace section 4 regarding the Compensation and to extend the 'Wastewater Treatment Plant Chemical Supply Agreement for a one-year term, effective July 1st, 2021.

COMPENSATION

The CITY shall pay the CONTRACTOR at the rates set forth and shall not increase any rate without the prior written consent of the CITY.

CHEMICAL	UNIT PRICE PER GALLON
Citric Acid	$9.46
Sulfuric Acid	$2.65
Liquid Ammonium Sulfate	$4.38
Sodium Bisulfite	$2.96
Sodium Hydroxide	$1.71

TERM

The term of the Agreement is hereby extended to cover the time period from July 1, 2021 until June 30, 2022.

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

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT
FIRST AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Mike Lara, Mayor

CONTRACTOR:

Pacific Star Chemical, LLC, a Delaware limited liability company doing business as Northstar Chemical

By: _____

Print Name: Matt Werger

Title: Vice President/ General Manager_____

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

CITY OF BEAUMONT
SECOND AMENDMENT TO CHEMICAL SUPPLY AGREEMENT
(NorthStar Chemical)

THIS SECOND AMENDMENT TO CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the 1st day of July, 2022 by and between the CITY OF BEAUMONT ("CITY"), and Pacific Star Chemical, LLC a Delaware limited liability company doing business as Northstar Chemical whose address is 14200 SW Taulatin Sherwood Road, Sherwood OR 97140 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

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

A. On July 7th, 2020 the CITY and CONTRACTOR entered into a certain agreement entitled "Wastewater Treatment Plant Chemical Supply Agreement" ("Agreement"), after following an RFP process to supply Citric Acid, Sulfuric Acid, Liquid Ammonium Sulfate, Sodium Bisulfate, and Sodium Hydroxide used in the operation of the Wastewater Treatment Plant.

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

C. On July 1st, 2021 the CITY and CONTRACTOR entered into a First Amendment to Chemical Supply Agreement to extend services for one year.

D. Term of Agreement states"... this agreement shall automatically terminate after one (2) year unless extended by the parties with the approval of the City Council of the CITY."

AMENDMENT

The Agreement is hereby amended to replace section 4 regarding the Compensation and to extend the 'Wastewater Treatment Plant Chemical Supply Agreement for a one-year term, effective July 1st, 2022.

COMPENSATION

The CITY shall pay the CONTRACTOR at the quarterly rates set forth and shall not increase any rate without the prior written consent of the CITY.

CHEMICAL	UNIT PRICE PER GALLON
Citric Acid	$19.50
Sulfuric Acid	$5.20
Liquid Ammonium Sulfate	$5.75
Sodium Bisulfite	$3.25
Sodium Hydroxide	$2.83

In order to monitor the cost increases, if the amount exceeds 16% of the quarterly quote the contract will be taken to City Council for review per the Producer Price Index by Commodity for Chemicals (U.S. Bureau of Labor Statistics, Producer Price Index by Commodity: Chemicals and Allied Products: Basic Organic Chemicals [WPU0614], retrieved from FRED, Federal Reserve Bank of St. Louis; https://fred.stlouisfed.org/series/WPU0614, July 26, 2022.)

TERM

The term of the Agreement is hereby extended for one-year, effective July 1st, 2022 to June 30th, 2023, with future quarterly pricing not to exceed 16% of the previous quarter's quote.

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

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT
SECOND AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:

Pacific Star Chemical, LLC, a Delaware limited liability company doing business as NorthStar Chemical

By: _____

Print Name: _____

Title: _____

Staff Report

TO: City Council

FROM: Thaxton Van Belle, General Manager of Utilities

DATE August 2, 2022

SUBJECT: **Amendment to the Perricone Juices Pretreatment Facilities Agreement with an Extension until December 31, 2023**

Background and Analysis:

As part of the City's Wastewater Treatment Plant Salt Mitigation Upgrade, the City initiated a collaborative effort with local significant wastewater dischargers to improve water quality at the source with the goal of minimizing impacts and resulting costs at the City's Wastewater Treatment Plant (WWTP). In addition to minimizing impacts at the WWTP, revised water quality limits, monitoring and enforcement actions are necessary to meet the stringent discharge requirements for the brine line owned and operated by the Santa Ana Watershed Protection Agency. This connection is vital to the success of the City's Salt Mitigation Upgrade which relies on this pipeline to dispose of salt from the watershed.

On October 1, 2019, The City and Perricone Juices (Perricone) entered a Pre-Treatment Facility Agreement (Attachment A). The Agreement authorized the City to utilize an interim wastewater rate of $3.09/HCF in return for Perricone investing approximately $3 million in onsite wastewater treatment equipment resulting in an improved effluent water quality. The interim rate reflected an overall annual revenue increase of 20% over the estimated revenue from Perricone in the City's Sewer Rate Study (June 2018). The agreement included provisions requiring Perricone to meet schedule milestones, performance requirements and minimum investment thresholds or face financial penalties. The duration of the interim agreement was established July 1, 2018, to December 31, 2022. Per the contract, the interim rate is scheduled to increase for the 22/23 fiscal year to $7.61/HCF.

In a letter dated December 3, 2021, Perricone requested a one-year extension to the agreement and rate (Attachment B). City staff responded with a request for information on the state of the project and a plan moving forward and engaged in several status update meetings. Perricone retained the engineering services of MKN and Associates

to formulate a revised plan committed to optimizing the design of the remaining components and the construction of a water recycling system to reduce effluent discharges further. These system improvements are estimated to cost an additional $900,000, bringing Perricone's total spending to $4 million. On behalf of Perricone, MKN and Associates submitted a letter summarizing the challenges faced during the original agreement term and a recommitment to complete the project resulting in improved quality discharge to the wastewater treatment plant with a request to extend the interim rate schedule. (Attachment C)

Perricone Proposed Project Implementation Schedule:

ACTION	MILESTONE
City Council Approval of Extension	August 2022
Complete Sampling and Process Selection	January 2022 to March 2022
30% Design and Design Build Contract Executed	April 2022 to July 2022
Final Design and Permitting	August 2022 to December 2022
Materials Procurement and Construction	October 2022 to June 2023
Startup and Optimization	July 2023 to August 2023
Sampling Program/ New SIU Discharge Permit	September 2023 to December 2023
End of Interim Rate	December 31, 2023

City staff supports the efforts of Perricone as a local business to improve the waste discharged which in turn lowers impacts on the wastewater treatment plant.

Fiscal Impact:

Perricone's interim wastewater rate to continue as outlined in the amended agreement through December 31, 2023. The cost to prepare this report and agreement is approximately $1,250.

Recommended Action:

Approve an amendment to the Perricone Juices Pretreatment Facilities Agreement, granting an extension to December 31, 2023, including a $3.24/HCF rate for July 1, 2022 through June 30, 2023, and a $3.41/HCF rate for the period of July 1, 2023 through December 31, 2023.

Attachments:

A. Original pretreatment facilities agreement.
B. Perricone Juices Letter requesting an extension.
C. MKN Letter with schedule and interim rate request.
D. Amendment to Perricone Pretreatment Facilities Agreement.

PRETREATMENT FACILITIES AGREEMENT

THIS PRETREATMENT FACILITIES AGREEMENT (the "Agreement"), dated as of October 1, 2019, is by and among the CITY OF BEAUMONT, a general law city (the "City"), and Beaumont Juice, Inc., a California corporation, dba PERRICONE JUICES (the "Owner").

RECITALS

A. Owner owns and operates the citrus juice processing plant located at 550 B Street, Beaumont, CA 92223 ("Project"), the legal description of which is attached as **Exhibit "A"**, and made a part hereof by this reference.

B. Owner holds a discharge permit to discharge to the City' Public Owned Treatment Works ("POTW") pursuant to Sections 13.08.300 et seq. of the Beaumont Municipal Code, as such permit may hereafter be modified or changed in accordance with applicable law ("Discharge Permit").

C. City regulates discharges into its sanitary sewer system under the Discharge Permit, Beaumont Municipal Code Chapter 13.04, 13.08, 13.09, 13.20 and Government Code Section 54725 et. seq. and is required to comply with wastewater discharge requirements imposed by the California Regional Water Quality Control Board, Santa Ana Region, Orange County Sanitation District and applicable State and Federal laws including the Clean Water Act (33 U.S.C. 1251 et seq.) the General Pretreatment Regulations (40 CFR 403 et. seq.) (collectively "Discharge Regulations").

D. The City has the authority under Section 13.20.250 and 13.20.255 of the Municipal Code to require the installation of control technology (pretreatment equipment and monitoring facilities).

E. Prior to the execution of this Agreement, the City issued letters of noncompliance to Owner regarding violations of the City's Wastewater Regulations, Beaumont Municipal Code Chapter 13.20. Without limitation violations include improper *ph*, excessive TDS and BOD, slug loading, failure to monitor and report, failure to maintain systems.

F. Owner has determined that certain improvements to the Owner's waste water pre-treatment facilities ("Facilities"), as described in the letter from Owner's engineering firm, Gannett Fleming, dated March 25, 2019 ("Gannett Letter") attached hereto and made a part hereof by this reference as **Exhibit "B"**, will allow the Project to comply with applicable law.

G. Owner is required to pay certain monthly sewer service charges under Beaumont Municipal Code Chapter 13.08.180 et. seq. and implementing resolutions.

ARTICLE I
CONSTRUCTION OF FACILITIES

Section 1.1 Facilities Construction. Owner agrees to construct the improvements and facilities described in the letter from Owner's engineering firm, Gannett Fleming, dated March 25, 2019 ("**Gannett Letter**") entitled "Interim Solution for Expedited Compliance" and "Permanent Solution" in a good and workman-like manner according to the Implementation Schedule therein (Table 10). Owner represents that the Interim Solution for Expedited Compliance will attain a

minimum level of compliance as specified in Table 5 Gannett Letter. Owner represents that the Permanent Solution will attain a minimum level of compliance as specified in Table 8 of the Gannett Letter and in accordance with the Discharge Permit issued by the City. The Interim Solution for Expedited Compliance and the Permanent Solution are hereinafter defined as the "**Facilities**". The Project is within the Service Area of the City's wastewater treatment and disposal system, and the City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Facilities. The Facilities shall be commenced on the date specified in Gannett Letter and the facilities including and Discrete Components shall be completed on or before the applicable completion date or completion dates ("Completion Date") identified in Gannett Letter. The estimated cost of the design and construction of the Facilities is also identified in the Gannett Letter. The Owner shall provide for the design, engineering and construction of the Facilities at its sole cost and expense as provided hereinafter.

Section 1.2 Progressive Compliance. Owner and City have determined that it is in the best interests of the City to implement a progressive enforcement response procedure under this Agreement and under the City's Enforcement Response Plan ("ERP"). This Agreement shall be deemed a Compliance Order with Compliance Time Schedule ("CTS") under the ERP. The Facilities include a new pre-treatment system that will replace Owner's existing pretreatment system. Completion of the Facilities is intended as a means of attaining progressive compliance with the Discharge Regulations under BMC 13.20.400. Owner has represented to City that the Facilities once fully completed will bring the Project into compliance with the current applicable Discharge Regulations for the Project as attached hereto as **Exhibit "C" ("Specific Discharge Requirements")**. However, City has not made a determination that and makes no representation to Owner that the Facilities will result in compliance with the Specific Discharge Requirements in effect at any given point in time and the same is at the sole risk and cost of the Owner. Owner is aware that the Discharge Regulations including the Specific Discharge Requirements will change and likely increase in the future and that there is no guaranty that the Facilities will attain compliance with the Discharge Regulations and Specific Discharge Requirements as they may apply in the future. Actual levels of pre-treatment to be obtained by construction of the Facilities may depend on a variety of factors including, but not limited to, the operation and maintenance of the Facilities, the design of the Facilities by Owner's engineers and other factors which are the sole responsibility of the Owner and for which the City shall have no responsibility whatsoever. The City does not waive any of its power or authority under the Discharge Regulations by entering into this Agreement except that City agrees to allow progressive compliance with the Specific Discharge Requirements over the term of this Agreement as specifically provided herein. During the term of this Agreement Owner agrees to take all actions imposed by the City under the Discharge Regulations in addition to those provided for in the Gannett Letter. In the event that any other regulatory body, including but not limited to the California Regional Water Quality Control Board, Santa Ana Region, Orange County Sanitation District, imposes fines, penalties, damages, regulations, orders or requirements applicable to the Project that conflict with the terms of this Agreement, such additional regulations, orders or requirements shall control and will be the sole responsibility of the Owner.

Section 1.3 Maintenance and Operations. Owner shall provide necessary wastewater treatment as required to comply with the Discharge Regulations and shall achieve compliance with all applicable, promulgated categorical standards of the Discharge Regulations within the time limitations specified herein. Any facilities required to pretreat wastewater to meet applicable discharge limits shall be constructed, operated, and maintained in proper operating condition at the Owner's expense at all times. If the City determines at any time that Owner is not acting diligently to achieve timely compliance with the Discharge Regulations, City reserves the right to take such enforcement or other

legal actions as it deems prudent to assure compliance with the Discharge Regulations. If the Facilities are completed and City determines that the Project is not in compliance with the Specific Discharge Requirements and/or the Discharge Regulations, City reserves the right to require compliance with such Discharge Regulations, as they may be amended, supplemented or changed from time to time and as they may apply to the operations of Owner as such operations may change from time to time. City reserves the right to terminate this Agreement if Owner falsifies information submitted to the City.

Section 1.4 Plans and Specifications. The Owner shall cause plans and specifications to be prepared for the Facilities no later than the date provided in the Gannett Letter. The Owner shall obtain the City's written approval of the plans and specifications, monitoring facilities (BMC 13.20.255) and proposed operating procedures in accordance with applicable ordinances and regulations of the City. Copies of all plans and specifications shall be provided by the Owner to the City upon request therefor. Owner shall be responsible to pay directly or reimburse the City for all plan check and approval costs of City for its staff time and outside consultants related to the Project upon receipt of a written invoice for the same.

Section 1.5 Duty of Owner to Construct. The Facilities and discrete components "Discrete Components") thereof shall be constructed at the direction of the Owner in accordance with the approved plans and specifications following the solicitation of bids as provided in **Section 1.4** hereof. "Discrete Components" are separate elements of the Facilities that actually serve a wastewater pretreatment function independently of the entirety of the Facilities as determined by the City.

The Owner shall be obligated: (i) to cause the construction of the Facilities and Discrete Components in accordance with the Implementation Schedule, Table 10 of the Gannett Letter and to use its own funds to pay all costs thereof. The Owner shall not be relieved of its obligation to cause the construction of the Facilities and Discrete Components thereof in accordance with the terms of this Agreement (i) because the actual cost exceeds the estimated cost or the amount of the credit under **Section 2.4** below. The obligation of the Owner to construct such Facilities, and pay the costs thereof is not conditioned on the issuance of credits under this Agreement. The issuance of the credit is a separate and independent obligation from the Owner's obligation to construct the Facilities as provided herein. Further, it is understood and agreed that Owner, has an independent legal obligation to construct the Facilities even in the absence of this Agreement, unless Owner makes arrangements not to discharge into the City's system which are in compliance with all applicable laws.

Section 1.6 Competitive Bidding. This Agreement is not intended to be a public works contract. The Facilities shall be constructed on the Property of Owner and shall be the property of Owner subject to the jurisdiction of the City. Notwithstanding the foregoing, the Owner shall competitively bid and award all contracts for construction of the Facilities, Discrete Components and materials, subject to the Credit Request, related thereto by means of a competitive bid process. The Owner shall endeavor to obtain at least three bids for such Facilities or Discrete Component thereof by means of a bidding process. The Owner shall award each bid to the lowest responsible responsive bidder or best value for alternative delivery procurement. For construction subject to the Credit Request process, Owner shall require each contractor to provide for the payment of prevailing wages and maintain records with respect to such payment in accordance with Labor Code Section 1770 et. seq. and related regulations.

From time to time at the request of the City, the Owner shall meet and confer with City staff, consultants and contractors regarding matters arising hereunder with respect to the Facilities, Discrete Components and the progress in constructing and acquiring the same, and as to any other matter related

to the Facilities or this Agreement. At the request of the City, the Owner shall advise the City of scheduled coordination and scheduling meetings to be held with contractors relating to the Facilities, in the ordinary course of performance of an individual contract. The City or the City's designated representative shall have the right to be present at such meetings.

Section 1.7 Independent Contractor. In performing this Agreement, the Owner is an independent contractor and not the agent or employee of the City. The City shall not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Owner.

Section 1.8 Contracts and Change Orders. The Owner shall be responsible for entering into all contracts and any supplemental agreements (commonly referred to as "change orders") required for the construction of the Facilities and retaining the same for inspection by City if requested by the City.

Section 1.9 Time for Completion. The Owner agrees that this Agreement is for the benefit of the City and the Owner and, therefore, the Owner represents that it shall complete the Facilities as provided in the Gannett Letter - Table 10 ("Implementation Schedule").

ARTICLE II

INSPECTION AND CREDIT

Section 2.1 Inspection. No credit hereunder shall be made by the City to the Owner for the Facilities or Discrete Component thereof until the Facilities or Discrete Component thereof has been inspected and found to be completed in accordance with the approved plans and specifications by the City or other applicable public entity or utility. The City may make or cause to be made periodic site inspections of the Facilities or Discrete Components hereunder; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. The Owner agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

Section 2.2 Credit Requests. In order to receive a credit for a completed Facilities or Discrete Component, inspection thereof under **Section 2.1** shall have been made and the Owner shall deliver to the City: (i) a Credit Request in the form of **Exhibit "D"** hereto for such Facilities or Discrete Component, together with all attachments and exhibits required and this **Section 2.2** to be included therewith, and (ii) if Credit is requested for the completed Facilities, a copy of the recorded notice of completion of such Facilities.

Section 2.3 Processing Credit Requests. Upon receipt of a Credit Request (and all accompanying documentation requested by the City including copies of applicable invoices, receipts, cancelled checks and lien releases), the City shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facilities identified therein was constructed in accordance with the plans and specifications therefor, and to verify and approve the actual cost of such Discrete Component or Facilities specified in such Credit Request. The City shall also conduct such review as is required in his discretion to confirm the matters certified in the Credit Request. The Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within thirty (30) days of receipt of any Credit Request, the City expects to review the request for completeness and notify the Owner whether such Credit Request is complete, and, if not,

what additional documentation must be provided. If such Credit Request is complete, the City expects to provide a written approval or denial (specifying the reason for any denial) of the request within thirty (30) calendar days of its submittal. If a Credit Request is denied, the City shall state whether the Credit Request is nevertheless approved and complete for any one or more Discrete Components and such Facilities or Discrete Components shall be processed for credit under **Section 2.4** notwithstanding such partial denial.

Section 2.4 Credit. Owner shall be subject to the sewer rates contained in the Interim Rate Schedule, Table 11 to the Gannett Letter until December 31, 2022 subject to the other terms of this Agreement. The Interim Rate Schedule provides for a reduced rate for Owner's sewer services that is intended to equal the estimated cost of the Facilities. Notwithstanding anything to the contrary in this Agreement, the amount of credits under this Agreement shall not exceed the sum of $2,300,000.00. The rates provided for in the Interim Rate Schedule shall apply subject to the following conditions: (1) completion of the Facilities by the Owner, (2) Owner acquiring approval from the City on Credit Requests totaling at least the estimated cost of the Facilities as provided in Table 4 and Table 6 of the Gannett Letter ("Minimum Investment"). Should the Owner not meet either obligation within the time frames contained in the Implementation Schedule, the Owner shall be required to pay the full wastewater services costs as would have been otherwise required under the City's ordinances, notwithstanding anything to the contrary in this Agreement, less the amount already paid during the course of this Agreement and approved Credit Requests. Within 30 calendar days following completion by the Owner of these two (2) actions, City shall provide a Credit Completion Letter which documents satisfactory completion of the Facilities and Minimum Investment and transition to discharging within the requirements of a revised Discharge Permit. The Credit Completion Letter is not intended to certify that the Owner is in compliance with the Discharge Regulations which shall apply in full after the issuance of the Credit Completion Letter.

Section 2.5 Restrictions on Credits. Notwithstanding any other provisions of this Agreement, the following restrictions shall apply to any credits provided to the Owner under **Section 2.4** hereof:

(a) Withholding Credits. The City shall be entitled, but shall not be required, to withhold any credit hereunder for a Discrete Component or the Facilities if the Owner or any affiliate is delinquent in complying with its obligations under this Agreement, in the payment of ad valorem real property taxes, special assessments, special taxes or sewer service charges related to the Property.

The City shall be entitled to withhold any credit hereunder for the Project or a Discrete Component that is the subject of a Credit Request until it is satisfied that any and all claims for labor and materials have been paid by the Owner for the Project or Discrete Component that is the subject of a Credit Request, or conditional lien releases (as well as unconditional lien releases for amounts paid) have been provided by the Owner for such Discrete Component or the Project. The City, in its discretion, may waive this limitation upon the provision by the Owner of sureties, undertakings, securities and/or bonds of the Owner or appropriate contractors or subcontractors and deemed satisfactory by the City to assure payment of such claims.

(b) Frequency. No more than one Credit Request shall be submitted by the Owner in any calendar month.

(c) Defective or Nonconforming Work. If any of the work done or materials furnished for the Facilities or Discrete Component are found by the City to be defective or not in

accordance with the applicable plans and specifications: (i) and such finding is made prior to receipt of the Credit for the Facilities or a Discrete Component hereunder, the City may withhold the Credit until such defect or nonconformance is corrected to the satisfaction of the City, or (ii) if such finding is made after issuance of the Credit for such Facilities or Discrete Component, the City may withhold further credits until the defect is cured to the satisfaction of the City.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 Representations, Covenants and Warranties of the Owner. The Owner represents and warrants for the benefit of the City, as follows:

(a) Organization. Owner is a California corporation and is validly doing business and in good standing in the State of California, is in compliance with all applicable laws of the State, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) Authority. The Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by and authorized representative of the Owner.

(c) Binding Obligation. This Agreement is a legal, valid and binding obligation of the Owner, enforceable against the Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) Compliance with Laws. The Owner shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of the Owner in violation of any law, ordinance, rule, regulation or order of any governmental authority (including Chapter 13.20 of the Beaumont Municipal Code) or any covenant, condition or restriction now or hereafter affecting the Project or the Facilities.

(e) Requests for Credit. The Owner represents and warrants that (i) it will not request Credit from the City for any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Credit Requests.

(f) Financial Records. Until the final acceptance of the Facilities, the Owner covenants to maintain proper books of record and account for the construction of the Facilities and all costs related thereto. Which accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any reasonable time during regular business hours on 72 hour notice.

(g) Prevailing Wages. The Owner shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for the Facilities shall be in accordance with the "General Wage Determination Made By the City of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

(h) Plans and Specifications. The Owner represents that it has obtained or will obtain approval of the plans and specifications for the Facilities hereunder from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Owner further agrees that the Facilities hereunder have been or will be constructed in full compliance with such approved plans and specifications and any supplemental agreements (change orders) thereto, as approved in the same manner.

(i) Land Owners. The Owner agrees that in the event that it sells any land owned by it within the Property, the Owner will (i) notify the purchaser in writing prior to the closing of any such sale of the existence of this Agreement and the Owner's rights and obligations hereunder with respect to the construction of and credits for the Facilities.

Section 3.2 Indemnification and Hold Harmless. The Owner shall assume the defense of, indemnify and save harmless the City, members of the City Council, their officers, officials, employees and agents and each of them, from and against all actions, damages, claims, losses or expense of every type and description to which they may be subjected or put, by reason of, or resulting from entering into this Agreement including, but not limited to, legal challenges to extending the credits to Owner for sewer fees, the breach of any provision of this Agreement by the Owner, the Owner's or any other entity's negligent design, engineering and/or construction of any of the Facilities hereunder, the Owner's non-payment under contracts between the Owner and its consultants, engineer's, advisors, contractors, subcontractors and suppliers in the provision of the Facilities or any claims of persons employed by the Owner or its agents to construct the Facilities. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense solely and directly attributable to the intentional acts or gross negligence of the City, or its officers, directors, employees or agents hereunder. No provision of this Agreement shall in any way limit the Owner's responsibility for payment of damages resulting from the operations of the Owner, its agents, employees or its contractors.

Section 4.3. Legal Compliance. At all times during the term of this Agreement Owner shall comply with all laws and regulations concerning the discharge of wastewater referred to in this agreement. During the term of this Agreement, Owner shall bring the Project into compliance with such laws and regulations as provided herein. Upon the expiration of this Agreement such laws and regulations shall apply in full force and effect.

Section 4.4. Reserved Governmental Authority. Except as otherwise expressly provided in **Section 1.2** of this Agreement with regards to the progressive implementation of the Specific Discharge Requirements, nothing in this Agreement shall exempt or immunize Owner from compliance with any applicable city, county, state, or federal ordinance, regulation, statute, or other law, including but expressly not limited to, the Discharge Regulations and any applicable city, county, state or federal agency, court decision or other regulatory body which requires City to enforce against the Owner or the Project to protect the health, safety or welfare of the public. Nothing contained in this Agreement shall preclude City from seeking and obtaining any civil or criminal court order for violation of any such city, county, state, or federal ordinance, regulation, statute, or other law with respect to the Project and/or the construction of the Facilities, if such action is required to protect the health, safety or welfare of the public or is required to comply with applicable county, state or federal law, court order or the order of any city, county, state or federal agency or public agency. For the sake of clarity and not by way of limitation, the Discharge Regulation shall continue to apply to Owner and the Project at all times except to the extent of the phasing in of the Specific Discharge Requirements under **Section 1.2**.

Section 4.5 Good Faith Compliance. Each party hereby pledges to implement and carry out their obligations under this Agreement in good faith, and to take all steps necessary to effectuate the terms and conditions of this Agreement.

ARTICLE IV

TERMINATION

Section 4.1 Mutual Consent. This Agreement may be terminated by the mutual, written consent of the City and the Owner.

Section 4.2 City Election to Terminate for Cause. The following events shall constitute grounds for the City, at its option and in its sole discretion, to terminate this Agreement, without the consent of the Owner:

(a) The Owner shall voluntarily file for reorganization or other relief under any Federal or State bankruptcy or insolvency law.

(b) The Owner shall have any involuntary bankruptcy or insolvency action filed against it, or shall suffer a trustee in bankruptcy or insolvency or receiver to take possession of the assets of Owner, or shall suffer an attachment or levy of execution to be made against the Property unless, in any of such cases, such circumstance shall have been terminated or released within ninety (90) days thereafter.

(c) The Owner shall abandon construction of the Facilities. Failure for a period of one month to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Gannett Letter, Table 10, other than for a reason specified in **Section 5.3** hereof, shall constitute a non-inclusive example of such abandonment.

(d) The Owner shall breach any material covenant or default in the performance of any material obligation hereunder.

(e) The Owner shall transfer any of its rights or obligations under this Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Owner transfers title to the Property, without first requiring the transferee to assume all of the obligations under this Agreement and providing the executed assignment to the City in form and substance acceptable to the City.

(g) Notwithstanding, the forgoing if Owner is found by City to be in violation of any of the Discharge Regulations City shall have the right to terminate this Agreement, recover any amount of sewer user fees that would have been due had this Agreement not been entered into by City and Owner and/or exercise any other rights or remedies of City under this Agreement, the Discharge Regulations or any other law or regulation.

(h) Upon the issuance of the Credit Completion Letter provided that the issuance of the Credit Completion Letter shall not terminate any unused credits otherwise available under the Interim Rate Schedule.

If any such event occurs, the City shall give written notice of its knowledge thereof to the Owner, and the Owner agrees to meet and confer with the City and appropriate City staff and consultants as to options available to assure timely completion of the Facilities. Such options may include, but not be limited to the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Owner of the grounds for such termination and allow the Owner a reasonable period (minimum of thirty (30) days) to eliminate or mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Owner, to the satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof, as determined solely by the City), the Owner has not eliminated or completely mitigated such grounds, to the satisfaction of the City, the City may then terminate this Agreement.

Notwithstanding the foregoing, so long as any event listed in any of clauses (a) through and including (f) above has occurred, notice of which has been given by the City to the Owner, and such event has not been cured or otherwise eliminated by the Owner, the City may in its sole discretion cease issuing credits under **Section 2.4**. Further, in the event that City terminates this Agreement and the Facilities are not fully operable at the time of the termination, City may recover the amount of any credits previously provided to Owner under **Section 2.4** and the same shall be due and payable immediately and may be collected in the same manner and at the same time as the sewer service charges of the City.

Section 4.3 Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes, inclement weather or other acts of God, war, civil commotion, riots, strikes, acts of terrorism, picketing, other labor disputes, damage to work in progress by casualty, government shutdowns, moratoria or other restrictive laws or regulations, or the acts, omissions or breach of agreement by the other party to this Agreement or its agents, contractors or subcontractors, or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

ARTICLE V

MISCELLANEOUS

Section 5.1 Limited Liability of City. The Owner agrees that any and all obligations of the City arising out of or related to this Agreement are special and limited obligations of the City and the City's liability hereunder is limited solely to the issuance of credits under Section 2.4. No member of the City Council, or City staff member, employee or agent shall incur any liability hereunder to the Owner or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 5.2 Review of Records. The City and/or the Finance Manager or other officer of the City shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Owner, to review all books and records of the Owner pertaining to the actual cost incurred by the Owner in to the Facilities, and any bids taken or received for the construction thereof or materials therefor.

Section 5.3 Attorney's Fees. In the event that any action or suit is instituted by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorneys' fees.

Section 5.4 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered, or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by overnight delivery an original of the same within twenty-four hours after such transmission), addressed as follows:

City: City of Beaumont
550 East 6th Street
Beaumont, CA 92223
Attention: City Manager, City Clerk

With a copy to: John Pinkney
Slovak Baron Empey Murphy & Pinkney, LLP
1800 E. Tahquitz Canyon Way
Palm Springs, CA 92262

Owner:

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 5.5 Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 5.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall not be assigned by the Owner, except in whole to an Affiliate holding title to the Property, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners and which holds title to the Property, with the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. In connection with any required consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, the assignee's express assumption of all obligations of the Owner hereunder, and/or upon any other factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved by the City. Without the City's consent, no assignment shall release the Owner from its obligations and liabilities under this Agreement. This Section shall survive the termination of this Agreement.

Section 5.7 Other Agreements. Nothing herein shall be construed as affecting the City's or the Owner's rights, or duties to perform their respective obligations, under other agreements, if any, use regulations relating to the Project or the Property. This Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any other agreement to which they are a party.

Section 5.8 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter. Nothing in this Agreement shall be construed as a waiver by the City of the provisions of Chapter 13.20 of the Beaumont Municipal Code and such provisions shall remaining full force and effect as to Owner at all times.

Section 5.9 Merger. No other agreement, statement or promise made by any party or any employee, officer or agent of any party with respect to any matters covered hereby that is not in writing and signed by all the parties to this Agreement shall be binding.

Section 5.10 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Owner any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City or the Owner shall be for the sole and exclusive benefit of the City and the Owner.

Section 5.11 Amendment. This Agreement may be amended, from time to time, only by written amendment hereto, executed by the City and the Owner.

Section 5.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.13 Recitals. The recitals to this Agreement are accurate and correct and are incorporated herein by reference and made a part hereof.

Section 5.14 Interpretation. The Terms in this Agreement that are not specifically defined shall have the meanings ascribed to them in the Discharge Regulations. To the extent of a conflict between this Agreement and the Gannett Letter, this Agreement shall control.

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

CITY OF BEAUMONT

By:_____

ATTESTED TO:

_____

City Clerk

APPROVED AS TO FORM AND CONTENT:

_____

City Attorney

BEAUMONT JUICE, INC., a California corporation, d/b/a Pericone Juice

By: _____

Name: ROBERT P. ROVZAR

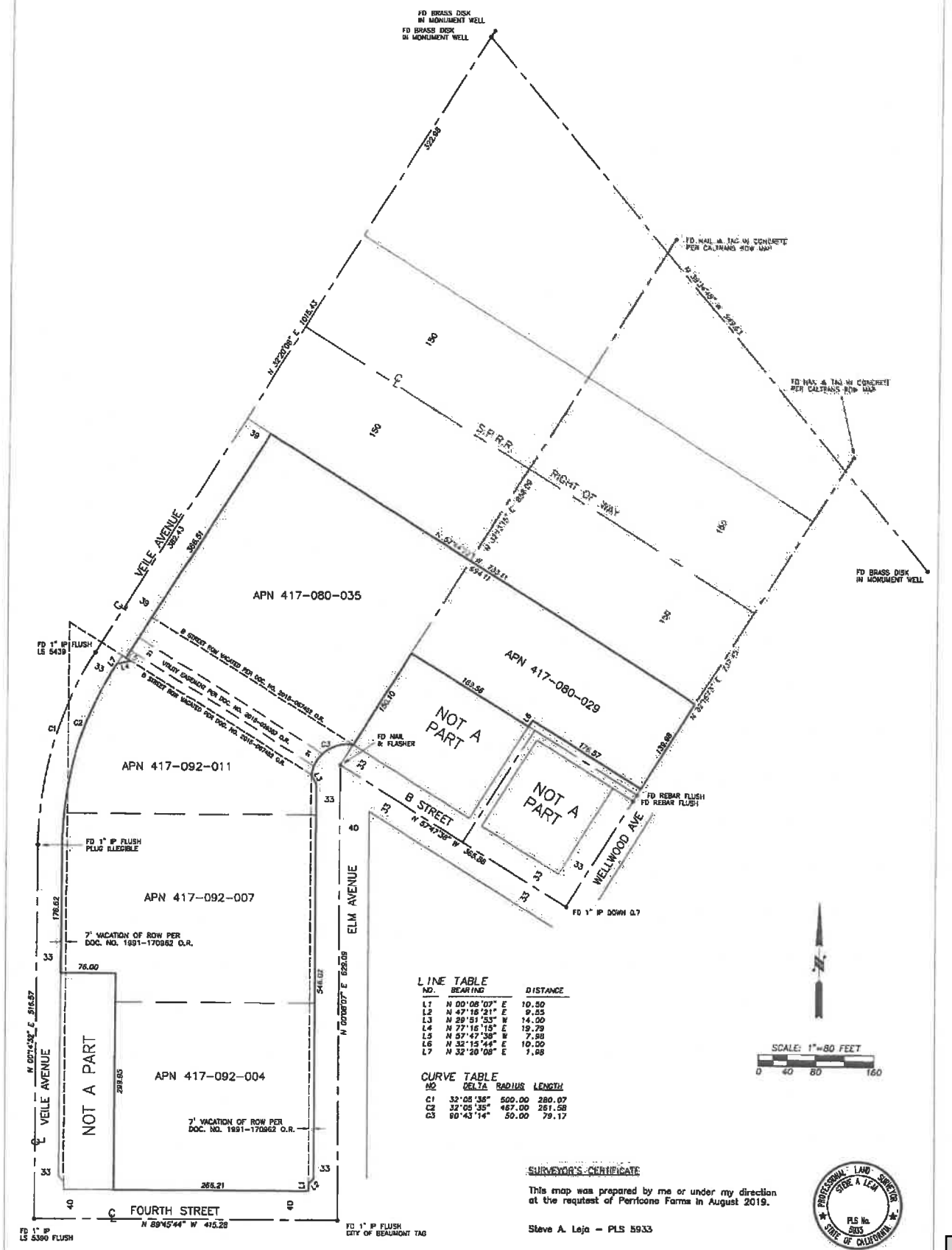
Title: CEO

EXHIBIT "A"

LEGAL DESCRIPTION

BOUNDARY MAP

PERRICONE FARMS



LINE TABLE

NO.	BEARING	DISTANCE
L1	N 00°08'07" E	10.50
L2	N 47°16'21" E	9.55
L3	N 29°51'53" W	14.00
L4	N 77°16'15" E	19.79
L5	N 57°47'38" W	7.98
L6	N 32°15'46" E	10.20
L7	N 32°20'08" E	1.98

CURVE TABLE

NO	DELTA	RADIUS	LENGTH
C1	32°05'36"	500.00	280.07
C2	32°05'35"	467.00	261.58
C3	90°43'14"	50.00	79.17

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction at the requtest of Perricone Farms in August 2019.

Steve A. Leja – PLS 5933

PROFESSIONAL LAND SURVEYOR STEVE A LEJA PLS No. 5933 STATE OF CALIFORNIA

EXHIBIT "B"

GANNETT LETTER

March 25, 2019

Kristine Day
Assistant City Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: **Perricone Interim Agreement - Version 2**

Project 064644

Dear Ms. Day:

The City of Beaumont (City) passed updated sewer rates which went into effect on July 1, 2018. As discussed at our meeting on October 18, 2018, the updated rates would result in significant increases in business operation to Perricone Juice (Perricone). As discussed at this meeting, Perricone is willing to make the investments necessary to deliver a higher quality effluent to the City and ultimately lower rates. However, the design process and implementation will take several years. As requested, this letter presents our approach to delivering an interim and permanent treatment system and the requested interim rate for this period.

The approach outlined in this letter serves multiple benefits for the City. These are summarized as follows:

1. **Lower Operating Costs at WWTP**. Installing treatment at Perricone and subsequently increasing effluent water quality will lower operating costs for the City.
2. **Support Local Business**. A "ramp up" period for Perricone allows for a more reasonable increase in business expenses over time allowing for stable and continued operations at the facility.
3. **Exceed Planned Revenue**. The requested Interim Rates results in more revenue to the City from Perricone than anticipated in the City's Rate Study.
4. **Less Risk During Construction**. By providing an expedited treatment system Perricone will deliver higher quality water while the City is undergoing improvements at the WWTP. The City will have less risk at the WWTP during construction when systems are shut down for improvement.
5. **Support Brine Line Connection**. The City is currently pursuing a connection to the Inland Empire Brine Line which is a key component of the City's Salt Mitigation Upgrade Project. Improving Perricone effluent water quality will assist the City in meeting the strict requirements of Orange County Sanitation District.

SECTION 1 - RESULTS OF SAMPLING

On October 25, 2018, Perricone staff initiated a sampling plan based on parameters provided by Gannett Fleming on the same day. The sampling plan included requests for composite sampling for process areas and corresponding flow measurements. The following section describes the results of these efforts.

Sampling Results

Five (5) 24-hour composite samples were taken for three main process areas (Fruit Wash/Extraction, Interior Holding Tank, and Bottling) and the combined effluent. Sampling was completed by BABCOCK Laboratories on 10/26, 10/30, 10/31, 11/1 and 11/2. The results of the sampling efforts are summarized in **Table 1.**

TABLE 1
SUMMARY OF SAMPLING RESULTS

Location	Date	Conductivity (umhos/cm)	TDS (mg/L)	TSS (mg/L)	BOD (mg/L)	pH	SBOD (mg/L)	COD (mg/L)	Chlorides (mg/L)
Fruit Washing/Extraction	11/2/2018	730	2,500	470	2,100	5.0	1,300	8,400	17
Fruit Washing/Extraction	11/1/2018	480	1,600	690	1,800	6.7	1,100	5,100	17
Fruit Washing/Extraction	10/31/2018	460	1,200	410	900	4.8	1,000	2,700	16
Fruit Washing/Extraction	10/30/2018	470	1,500	1,200	1,200	4.9	920	4,800	17
Fruit Washing/Extraction	10/26/2018	550	1,600	760	2,400	6.3	1,400	5,600	28
	Average	538	1,680	706	1,680	5.5	1,144	5,320	19
Interior Holding Tank Area	11/2/2018	1,000	8,100	590	6,700	3.1	5,200	15,000	30
Interior Holding Tank Area	11/1/2018	1,000	8,200	570	6,600	3.8	5,800	16,000	35
Interior Holding Tank Area	10/31/2018	990	9,100	350	6,800	2.8	7,800[(a)]	19,000	24
Interior Holding Tank Area	10/30/2018	1,200	8,200	1,300	6,000	2.6	5,200	18,000	40
Interior Holding Tank Area	10/26/2018	920	6,900	430	5,600	3.5	5,100	16,000	31
	Average	1,022	8,100	648	6,340	3.2	5,820	16,800	32
Bottling	11/2/2018	920	3,200	280	2,000	3.4	1,700	5,200	32
Bottling	11/1/2018	480	3,300	100	2,100	3.2	2,000	5,900	30
Bottling	10/31/2018	1,100	3,700	570	3,700	3.6	2,300	7,400	42
Bottling	10/30/2018	1,200	7,200	320	5,000	2.9	5,000	13,000	40
Bottling	10/26/2018	830	3,100	400	2,800	3.5	1,900	7,700	44
	Average	906	4,100	334	3,120	3.3	2,580	7,840	38
WWTS Discharge	11/2/2018	See note b							
WWTS Discharge	11/1/2018	1,600	5,100	310	3,700	7.0	3,400	9,400	25
WWTS Discharge	10/31/2018	1,700	4,900	230	3,500	6.6	3,100	9,200	22
WWTS Discharge	10/30/2018	1,900	4,200	290	2,400	6.6	2,600	6,600	27
WWTS Discharge	10/26/2018	1,700	5,000	300	4,200	7.5	3,700	14,000	28
	Average	1,725	4,800	283	3,450	6.9	3,200	9,800	26
City of Beaumont Local Limits (Permit No. SIU-1116-1.2)			**530-4,600**	**300-1,500**	**320-3,500**	**5.5-11.5**			

(a) This value was noted by BABCOCK Laboratories to be due to margin of error multiplied by the dilution factor.
(b) No composite sampling for combined effluent was taken by Perricone on this day. The City had notified Perricone that sampling would be conducted by City staff. Perricone stopped sampling on effluent to avoid conflicts or duplicative testing. The City's effluent sampling was conducted on 11/6/2018 and resulted in a TDS and BOD measurement of 2,400 and 1,800 mg/L, respectively (BABCOCK Laboratories, Work Order Number B8K0662).

Flow Data

For the months August 2018 through November 2018, Perricone has submitted to the City historical flow data for the facility. A summary of this data is provided in **Table 2.**

TABLE 2
FLOW DATA SUMMARY

Month	Total Flow	Number of Days	Gallons per Day
August	3,793,544	31	122,372
September	3,674,726	30	122,491
October	3,819,427	31	123,207
November	3,941,407	30	131,380
		Average	**124,863**

SECTION 2 – TREATMENT DESIGN CONCEPT

Due to the need to expedite reduction of BOD and TDS, as noted in the City's NOV (10-31-18), the treatment design will include both an interim and permanent solution.

Interim Solution for Expedited Compliance

After detailed reviews of the recent and historical sampling results, flow measurements, and suitable technologies to reduce BOD and TDS considering other relevant constituents (e.g. TSS, O&G, pH), and recognizing that in the short time available without the benefit of bench or field treatability testing, an adaptive and flexible approach to the interim treatment design is required for designing and installing the permanent wastewater pretreatment system (WWTS). This is critical in that the Interim Solution and accompanying data collection and treatability testing will be used as a basis for a permanent solution.

In all cases an Equalization (EQ) Tank System with integration of pH control to attenuate flow and loads to the interim treatment system is required. For the interim period, several goals are to be achieved prior to implementation of design and installation of the permanent solution; these goals include the following:

- ***pH Discharge Compliance.*** Installation of the first part of the Interim Solution must address the pH-related NOVs and proposed pH increase to 6 as required for the City's planned brine discharge connection. This immediate phase must include an expanded equalization system including minimum 30,000 gallon tankage having adequate mixing, chemical feed for pH control, pH monitoring, and operate in conjunction with the existing pH control/monitoring system.
- ***BOD Reduction.*** Installation of a temporary simplified biological treatment system that will reduce BOD by at least 2,200 lbs. BOD/day, the majority of which will be soluble BOD (SBOD). This removal is based upon a design basis influent BOD target of 4,800 mg/L (attenuated through equalization) and an effluent target of <3,500 mg/L assuming a flow of 125,000 GPD (average). The influent BOD target value of 4,800 mg/L is based on a 15 percent increase over the maximum measured (4,200 mg/L) in **Table 1** for combined effluent.
- ***TDS Reduction.*** Based upon the soluble portion of the BOD to be approximately 70 to 80 percent of the total BOD, and a coincident reduction of TDS through SBOD reduction is expected. As such, with an anticipated reduction of at least 2,200 lbs. BOD/day, the resulting TDS reduction is anticipated to be approximately 1,500 lbs. TDS/day. This removal is based upon a design basis influent TDS target of 5,100 mg/L (attenuated through equalization) which is based on the maximum measured TDS for combined effluent in Table 1. A contingency was not added (similar to BOD) since TDS is an ancillary treatment for the Interim System and not the focus of the treatment.

Proposed Interim Solution elements to achieve the required reductions as well as testing programs that allow Perricone to strategically position for an optimal permanent solution are summarized below:

1. ***Sizing of Interim Solution.*** To moderate costs of the temporary system, approximately one half of the flow will be treated at an estimated overall 80 percent BOD reduction. The temporary WWTS will be designed and operated to reduce the BOD concentration from 4,800 mg/L to approximately 720 mg/L at 65,000 GPD. This will result in an estimated reduction of 2,200 lbs. BOD/day. This will include an anticipated TSS reduction of 90 percent through proposed solids separation.

2. ***Equalization Storage.*** Equalization consisting of two (2) temporary 15,000 to 20,000-gallon Equalization (EQ) Tanks operated in series (with an option for parallel operation), aerated/mixed with varying liquid level in the second tank to attenuate hydraulic variations. EQ Tank contents will be pumped to the temporary activated sludge (AS) system.

3. ***pH Control.*** Provisions for pH monitoring and control will be provided in the first EQ Tank to augment the existing pH control system.

4. ***Activated Sludge System.*** The temporary aeration tanks of the AS system will require approximately 80,000 gallons of volume (e.g. four 20,000 gallon aerated/mixed tanks) to provide a hydraulic retention time of approximately 30 hours, with a BOD loading rate of approximately 225 lbs. BOD/1,000 ft^3/day using a relatively high mixed liquor suspended solids (MLSS) and a MLVSS of 10,000 mg/L (F/M = 0.33). This high MLSS allows for the smaller size aeration tanks, but requires a positive solids capture technology, such as a dissolved-air flotation (DAF) unit. As previously noted, TDS is estimated to be removed at 70 percent of BOD removed, such that for every 100 lbs./day BOD removal results in 70 lbs./day TDS removal.

5. ***Nutrient Addition.*** A nutrient addition system (e.g. urea for nitrogen and/or phosphate) may be required based upon initial testing during start-up. Drums or totes equipped with chemical feed pumps will be used to inject needed chemicals upstream of the AS system.

6. ***DAF System.*** The aeration tank will be followed by a single DAF clarifier sized based upon a solids loading rate to handle the high MLSS from the aeration tanks. It is anticipated that a 3% solids RAS @15,000 GPD will be achieved, so the total flow through the DAF will be approximately 80,000 GPD (56 GPM), handling a MLSS of 12,000 mg/L. With a DAF unit having 100 ft^2 of effective surface area, the solids loading rate (SLR) will be 3.6 lbs. /ft^2/hr. and the hydraulic loading rate (HLR) will be 0.56 GPM/ft^2.

7. ***Sludge Handling.*** Two (2) 7,500-gallon sludge tanks with provisions for decanting clear liquid will be installed for storage of the DAF float, which will be periodically hauled by a state licensed hauler having appropriate permits for managing/disposing of the waste sludge. It is expected that the sludge can be decanted to 5 to 6 percent solids and, assuming a waste sludge yield of 0.5 lbs. TSS/lb. BOD, yield approximately 5,000 GPD of sludge disposal.

8. ***Pilot Systems.*** In parallel with the primary temporary AS WWTS, two skid mounted pilot systems will be run during a portion of the Interim Period to confirm optimal selection of the permanent WWTS. These pilot units are anticipated to include the following:

    - ***Fixed Film Biological Treatment.*** An approximately 1,600 GPD fixed film biological treatment system consisting of two small media towers running in parallel atop a 500-gallon recirculation tanks. This pilot system, estimated to remove 42 lbs. BOD/day, will run in parallel with the primary system to determine potential operational requirements. This design provides for significantly lower operating costs (e.g. lower sludge production and power requirements) compared to the traditional AS system. We will also explore options for treating only the Interior Tank flows, which has a higher BOD and TDS concentrations, lower TSS and higher soluble fraction of BOD.

    - ***Membrane Treatment.*** An approximately 10 to 12 GPM Electrodialysis Reversal (EDR) membrane process that will treat the DAF effluent from the primary Interim Solution WWTS to determine feasibility and

metrics associated with further reduction of BOD and TDS, with one possible byproduct being a water reuse option. Selection of one or more process input streams (e.g. Interior Holding Tank Area) may be tested separately to determine the feasibility of limiting the ultimate treatment to a higher strength, lower flow scenario to optimize treatment and reduce costs. In these scenarios, a separate screening system would need to be employed to remove large solids and other TSS as currently done on the existing system.

A conceptual level estimate of interim treatment costs was prepared based on the proposed system and is provided as **Table 4.**

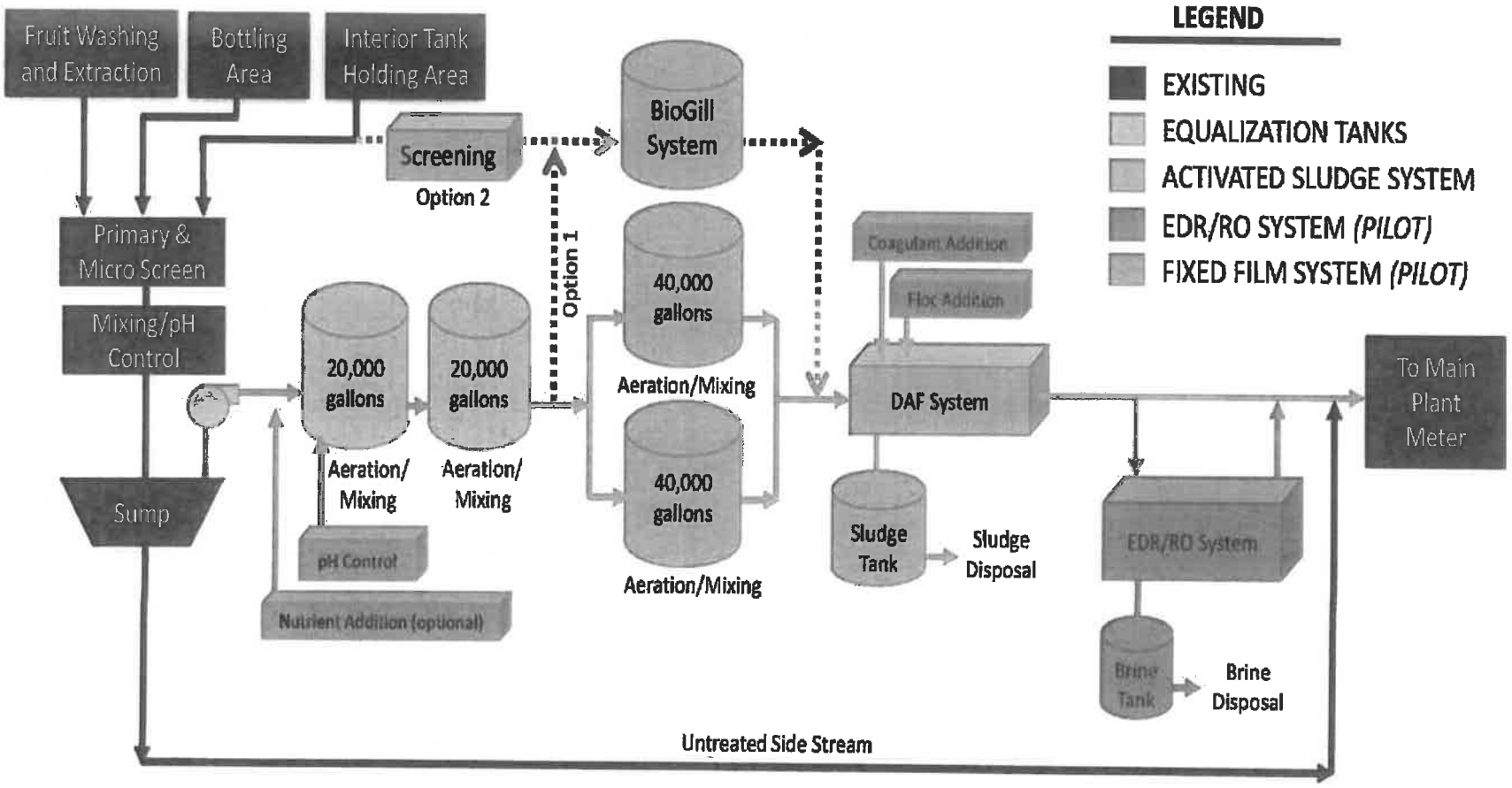
TABLE 4
CONCEPTUAL LEVEL ESTIMATE OF INTERIM TREATMENT COSTS

Process Component	Description	Capital Cost	Monthly Rental	Monthly Consumables	Total (14 months)
Equalization Storage	• Two (2) 20,000 gallon tanks @ $1,700/mo. + $1,000 delivery/pickup • 500 scfm PD blower ($20k) • Add aeration grid and mixing to tanks ($5k)	$32,000	$3,400	$1,000	$93,600
pH Control	Monitoring and Control at 1st EQ Tank	$12,000		$3,000	$54,000
Activated Sludge System	• Four (4) 20,000 gallon tanks @ $1,700/mo. + $1,000 delivery/pickup • Two (2) 500 scfm PD blower ($20k/each) • Add aeration grid and mixing to tanks ($10k)	$59,000	$6,800	$2,500	$189,200
Nutrient Addition System	May be required, includes chemical feed pumps and drums	$8,000		$3,000	$50,000
DAF	Single DAF Clarifier sized for 3% solids RAS at 15,000 gpd (RT-100 Rental)	$5,000	$12,500		$180,000
Sludge Handling	Two (2) 7,500-gallon tanks ($25k/each)	$50,000	$2,500		$85,000
BioGil Pilot	3-month rental	$40,000			$40,000
EDR Pilot	3-month rental of UF and EDR	$100,000			$100,000
	Engineering	$100,000			$100,000
				Total Consumables (14 months)	**$133,000**
				Total Capital (includes rental costs)	**$758,800**
				Total Project Costs	**$891,800**

A process flow schematic of the parallel treatment systems is provided as **Figure 1.**

FIGURE 1

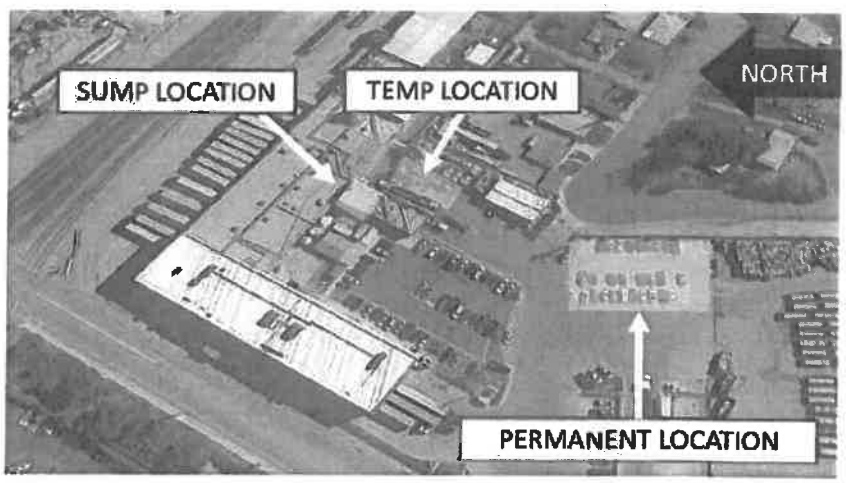
INTERIM SOLUTION PROCESS FLOW DIAGRAM



Gannett Fleming | 18 Technology Drive, Suite 161 | Irvine, CA 92618 | (805) 298-3380
www.gannettfleming.com

Based on direction from Perricone staff, the proposed location is noted as shown in **Figure 2.**

FIGURE 2
INTERIM TREATMENT SYSTEM LOCATION



The following **Table 5** is provided to demonstrate compliance with Local Limits based on the proposed interim treatment strategy.

TABLE 5
ANTICIPATED INTERIM SOLUTION EFFLUENT WATER QUALITY

Description	Flow (gpd)	BOD (mg/L)	BOD (lbs)	TSS (mg/L)	TSS (lbs)	TDS[a] (mg/L)	TDS (lbs)
Maximum Flow at 160,000 gpd							
Combined Post-Screen	160,000	4,800	5,254	283	353	5,100	6,380
Main Treatment Stream Influent	65,000	4,800	2,602	283	153	5,100	2,765
Main Treatment Stream Effluent	65,000	720	390	28	15	2,295	1,244
Reduction		4,080	2,212	254	138	2,805	1,521
Non-Treatment Stream	95,000	4,800	3,803	283	224	5,100	4,041
Combined Post Treatment	**160,000**	**3,143**	**4,193**	**179**	**239**	**3,960**	**5,285**
Average Flow at 125,000 gpd							
Combined Post-Screen	125,000	4,800	5,004	283	295	5,100	5,317
Main Treatment Stream Influent	65,000	4,800	2,602	283	153	5,100	2,765
Main Treatment Stream Effluent	65,000	720	390	28	15	2,295	1,244
Reduction		4,080	2,212	254	138	2,805	1,521
Non-Treatment Stream	60,000	4,800	2,402	283	141	5,100	2,552
Combined Post Treatment	**125,000**	**2,678**	**2,792**	**150**	**157**	**3,641**	**3,796**

(a) TDS is estimated to be removed at 70 percent of BOD removed, such that for every 100 lbs./day BOD removed results in 70 lbs./day TDS removed. This relationship will be confirmed during operation.

Permanent Solution

The permanent WWTS will achieve moderate BOD and TSS removal utilizing physical-chemical and/or combination biological treatment technologies, dependent upon the outcome of the pilot testing and results of temporary AS system performance. For illustration purposes, below is a summary of a conceptual permanent solution:

- Limit treatment to the high strength flows from the Interior Tank and Fruit Wash/Extraction areas. These high strength flows are estimated to be approximately 75,000 gpd.
- Reduce facility effluent by 20 percent. This will be achieved through a combination of water conservation and recycling water for plant processes such as bottling and fruit wash.
- Source control capture of ultra-high strength CIP pulp rinse cycle from all affected site holding tanks. Captured waste to be tested and hauled for disposal, possibly to digesters to promote biogas production.
- Design Criteria:
    - BOD concentration of 7,000 mg/L (~90% soluble), resulting in approximately 4,000 to 5,000 lbs. BOD/day. This value is based on a 10 percent increase over average BOD for Interior Tank Holding area per Table 1. This concentration will be achieved by removing low strength flows the Interior Tank Holding area and adding high strength flows from the Fruit Wash/Extraction area.
    - TDS concentration of 8,900 mg/L, resulting in 5,000 to 6,000 lbs. TDS/day. This value is based on average TDS for Interior Tank Holding area per Table 1, plus a 10 percent increase over average TDS.
    - TSS concentration of 500 to 1,000 mg/L. This value is based on average TSS for Interior Tank Holding area per Table 1.

A conceptual level estimate of cost for the permanent solution is provided in **Table 6**.

TABLE 6
CONCEPTUAL LEVEL ESTIMATE OF PERMANENT COSTS

Process Component	Description	Capital Cost
Screening	80 gpm pre-screening	$50,000
Equalization Storage	30,000 to 40,000 gallons	$300,000
Biological Treatment	TBD from Interim	$1,200,000
DAF	Purchase of lease-to-own from Interim Solution	$180,000
Sludge Storage Expansion	Expand from two to three tanks	$25,000
	Subtotal	$1,755,000
	Design (15%)	$176,000
	Construction Phase Services (5%)	$88,000
	Total Project Cost	**$2,019,000**

The permanent system can reuse several components from the Interim Solution, including the following:

1. Sludge Storage Tanks
2. DAF (reduced cost due to lease to purchase option)
3. Blowers
4. Chemical Feed Systems

Anticipated Future Water Quality

The goal of the permanent treatment system will be to separate high concentration flows and focus treatment. As demonstrated in Section 1, this area is understood to be the Interior Holding Tank area. With the permanent treatment system focused on this stream, **Table 8** was prepared to estimate the anticipated effluent water quality following installation of the permanent solution.

TABLE 8
ANTICIPATED WATER QUALITY FOR PERMANENT SOLUTION

Description	Flow (gpd)	BOD (mg/L)	BOD (lbs)	TSS (mg/L)	TSS (lbs)	TDS (mg/L)	TDS (lbs)
Average Flow at 100,000 gpd							
High Concentration Flows[a]	75,000	7,000	4,379	283	177	8,900	5,567
Low Concentration Flows[b]	25,000	350	73	283	59	500	104
Treatment Influent (**High ONLY**)	75,000	7,000	4,379	283	177	8,900	5,567
Treatment Effluent (**High ONLY**)	75,000	700	438	28	18	4,005	2,505
Reduction		6,300	3,941	254	159	4,895	3,062
Non-Treatment Stream	25,000	350	73	283	59	500	104
Combined Post Treatment	**100,000**	**613**	**511**	**92**	**77**	**3,129**	**2,609**
Percent Reduction		**87%**		**67%**		**39%**	

Notes:
a) This value is based on a 10 percent increase over average BOD for Interior Tank Holding area per Table 1. This concentration will be achieved by removing low strength flows from the Interior Tank Holding area and adding high strength flows from the Fruit Wash/Extraction area.
b) Reflects the Bottling area and low strength areas of Interior Holding Tanks and Extraction/Fruit Wash areas. Concentration is calculated based on balance remaining once high strength is removed.

SECTION 3 – RATE ANALYSIS

The City of Beaumont Sewer Rate Study (June 2018) includes the following information:

1. Cost of Service Allocation for Perricone (*reference Figure 6, page 7 of City Rate Study*) which separates cost of service into the Flow, BOD and TSS components.

2. Proposed Sewer Rates for FY 2018/19 to FY 2022/23 (*reference Figure 9, page 10 of City Rate Study*).

Using the information above and the anticipated water quality following installation of permanent treatment at Perricone provided in **Table 8**, a rate analysis was conducted. The resulting rates and total costs are summarized in **Table 9**.

TABLE 9
RATE ANALYSIS

Description	Units	INTERIM PERIOD				22/23
		18/19	19/20	20/21	21/22	
PERRICONE WATER QUALITY AND FLOW[a]						
Average Perricone Flow	gpd	125,000	125,000	125,000	125,000	*100,000*
BOD	mg/L	3,450	2,678	2,678	2,678	*613*
TSS	mg/L	283	150	150	150	*92*
TDS	mg/L	4,800	3,641	3,641	3,641	*3,129*
ANNUAL COST BREAKDOWN FOR PERRICONE[b]						
Rate Increase		N/A	6%	5%	5%	*5%*
Flow Cost	$/yr	$161,026	$170,776	$179,345	$188,209	$158,008
BOD Cost	$/yr	$597,891	$492,204	$516,899	$124,167	$104,243
TSS Cost	$/yr	$70,663	$39,722	$41,715	$26,849	$22,541
TDS Cost[c]	$/yr	$86,757	$86,757	$86,757	$86,757	$86,757
Total Estimated Cost	$/yr	$916,337	$789,459	$824,715	$425,982	$371,550
REQUESTED INTERIM RATE						
Rate[d]	$/hcf	$2.64	$2.80	$2.94	$3.09	$7.61
Revenue Generated	$/yr	$161,026	$170,776	$179,345	$188,209	$371,550
Difference from Potential	$/yr	$755,311	$618,682	$645,371	$237,773	$0.00

Notes:

a) Water Quality for Year 18/19 per averages in Table 1, Year 19/20 and 20/21 based on Table 5, and Year 21/22 and 22/23 based on Table 8.

b) Rate Increase calculated per Figure 9 of the Rate Study. Costs for Flow, TSS, and BOD based on Perricone percent of Total WWTP Loading (i.e. 3.4 MGD for Flow, 3,765,410 lbs. BOD, and 2,613,430 lbs. TSS) applied to corresponding expense (See Figure 6 of Rate Study).

c) TDS cost is calculated based on $0.12/lb. TDS over baseline of 500 mg/L. Due to the unique organic component of Perricone TDS, a factor of 50 percent is assigned to the TDS loading as this is the estimated component of organic TDS. This cost is kept constant regardless of treatment, as we are assuming to be only removing organic components of TDS. The inorganic components presumably remain and should be subject to the surcharge.

d) Rate is calculated based on **Flow Cost only** for Interim Period. The rate for post-Interim Period is calculated based on all costs.

The requested interim rate is based on the flow component only. This results in a rate increase to Perricone of approximately 40 percent over the previous year ($114,341 in 2017). Conversely, the total reduction from potential City revenue to City revenue based on the requested interim rate is calculated at approximately $2.26M for the four-year period. The costs that will be incurred by Perricone during this period are estimated as follows:

- Interim (capital only) - $758,000
- Permanent - $2,019,000
- **Total - $2.78M** (not including labor, power and chemical increases)

As noted above, the additional expenses by Perricone during the Interim Period will exceed the reduction in revenue from the City. In addition, the revenue received during the Interim Period will exceed the revenue originally anticipated to be collected by the City from Perricone. As noted in Table 21 of the Rate Study, a total of $133,747 was expected to be collected from Perricone for FY 18/19. The requested interim rate will result in a ***20 percent increase over the anticipated amount.***

SECTION 4 – IMPLEMENTATION SCHEDULE

Based on the recommended interim and permanent solutions provided in the previous sections, an implementation schedule has been prepared and is provided as **Table 10.**

TABLE 10
IMPLEMENTATION SCHEDULE

ACTION	MILESTONE
City Council Approval of Interim Rate	April 2019
Design and Procurement of Interim Treatment	January 2019 to August 2019
Equalization Tanks Online (pH control)	February 2020
Full Interim Treatment System Online	February 2020
Testing and Data Collection (3 mo.)	March 2020 to May 2020
Design of Permanent Solution (6 mo.)	May 2020 to October 2020
Construction of Permanent System (7 mo.)	November 2020 to May 2021
Startup and Optimization (6 mo.)	June 2021 to November 2021
End of Interim Rate Agreement	December 31, 2022

SECTION 5 – SUGGESTED TERMS FOR INTERIM AGREEMENT

1. **Duration** – July 1, 2018 to December 31, 2022
2. **Interim Rate**

TABLE 11
INTERIM RATE SCHEDULE

DESCRIPTION	INTERIM PERIOD				
	18/19	19/20	20/21	21/22	22/23
Rate per HCF	$2.64	$2.80	$2.94	$3.09	Standard Rates[(a)]

(a) Rate will be calculated based on approved City rates and Perricone Water Quality.

June 2022 rate ends

3. **TDS Surcharge** - Charges will be applied following the Interim Agreement. Once in effect, TDS Surcharges are anticipated to be calculated based on inorganic only component of TDS, since this is the portion that will be removed by the City's planned WWTP Upgrades.

4. **Effluent Quality for Interim Period**

TABLE 12
TARGET CONCENTRATIONS DURING INTERIM PERIOD

Description	Flow (gpd)	BOD (mg/L)	TSS (mg/L)	TDS (mg/L)
Maximum	160,000	3,500	200	4,400
Average	125,000	2,900	170	4,000

(a) Values provided are based on estimates (10 percent contingency over values in Table 5) and will need to be confirmed during startup of the Interim System.

5. **Investment** – Perricone will spend at minimum the difference between calculated revenue between the existing rate and anticipated future rate, which totals to **$2.26M**.
    a. Perricone to provide evidence of expenditures.
    b. Capital costs due to the City each quarter.
    c. Capital costs includes associated soft costs (design, administration, permitting, etc.).
    d. Costs reflect the entire duration of the agreement (ending December 31, 2022).

If you have any questions, please feel free to contact us by phone at (805) 298-3380 or by email at rgallagher@gfnet.com.

Sincerely,

Gannett Fleming

Ryan Gallagher, PE, LEED AP
Vice President

David M. Drew, PE
Principal Engineer

EXHIBIT "C"

SPECIFIC DISCHARGE REQUIREMENTS

To: Kristine Day

From: Bob Rovzar

Date: 12/03/2021

Subject: Pre-Treatment Facility Agreement Request for Extension - Revised

Dear Ms. Day,

This memorandum is intended to serve as a formal request to extend our Pre-Treatment Facility Agreement by eight months, which was executed on September 24, 2019, with a granted interim rate that was based on the flow component only set at $3.09/HCF. The duration of the interim agreement was established July 1, 2018 to December 31, 2022.

As discussed, we recognize the need to go beyond our initial agreed upon investment as proposed by Gannet Fleming's Perricone Interim Agreement Letter on March 25, 2019. For this reason, we are asking for a rate extension until August 31, 2023 to be set at $3.09/HCF.

We are in the final selection process of retaining Ryan Gallagher now representing MKN & Associates to optimize our waste-water pre-treatment facility to further enhance the efficacy of our effluent. We are proposing the following project implementation schedule:

ACTION	MILESTONE
Design of Equalization Tank	December 1, 2021 - January 31, 2022
Permit Approval	February 1, 2022 - March 31, 2022
Construction of Equalization Tank	July 31, 2022
Startup and Optimization	August 31, 2022
End of Interim Rate Agreement (revised)	August 31, 2023

As noted above, the additional eight months extension will consist of design, construction, and startup of a larger equalization tank and system. We estimate our additional construction cost to be $1M. This would bring our total spend to $4.1M.

If you have any questions, please feel free to contact Jerry Badeau at (559) 805-8757.

Sincerely,

Bob Rovzar
CEO, Perricone Juices

July 8th, 2022

Elizabeth Gibbs
Interim City Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Perricone Interim Agreement - Extension

Dear Ms. Gibbs:

In October 2019, the City of Beaumont (City) City Council approved a Pretreatment Facilities Agreement which provided Perricone Farms (Perricone) with an interim waste discharge rate. For the City, this interim rate resulted in an additional 20% in revenue over the anticipated revenue documented in the City's Sewer Rate Study (2018). For Perricone, the interim rate provided both rate stabilization and time for an investment in effluent treatment, which at the time was estimated to be approximately $2.78 million.

Due to changed conditions over the interim period, Perricone is requesting an extension to the existing Pretreatment Facilities Agreement from the current expiration date of December 31, 2022 to December 31, 2023. A summary of the primary drivers for the request are provided as follows:

- **Increased Cost of Compliance.** As noted in the Interim Agreement Letter (March 2019, Gannett Fleming), provided in the October 2019 City Council packet, the estimated investment was $2.78M. To date, Perricone has invested approximately $3.1 million with an additional $0.9 million estimated to complete the treatment system. ***This is a 43% increase over the original estimate.*** These additional costs require time for a business to budget and absorb.

- **COVID-19 and Changes in Operation Impact Original Timeline.** While Perricone was able to complete a significant portion of the treatment system by November 2020, the process of optimizing and collecting data required for final completion was delayed. These delays are due to a combination of business impacts related to COVID-19, improvements in operations which resulted in changing water quality, and onboarding new staff to manage the new onsite treatment operations.

- **Extended End Date is Achievable.** The original plan outlined a multiple phase approach, including an interim step to address immediate concerns, piloting and final implementation of a permanent treatment solution. Perricone has successfully completed the interim step and piloting (Biogill), and has used the results of those efforts to optimize design on the remaining treatment components. Perricone is currently in construction for a water recycling system to reduce effluent and has completed preliminary design on the remaining treatment components. This extension will provide Perricone the ability to complete these final improvements.

As noted in the original Interim Agreement Letter, the partnership between the City and Perricone provides multiple benefits to both parties. Approving the requested extension provides for a continuance of these benefits, which include:

1. **Lower Operating Costs at WWTP**. Installing treatment at Perricone will result in improved effluent water quality which will lower operating costs for the City's wastewater treatment plant.
2. **Support Local Business**. A "ramp up" period for Perricone allows for a more reasonable increase

in business expenses over time allowing for stable and continued operations at the facility.

3. **Exceed Planned Revenue**. The requested Interim Rate results in *more revenue* to the City from Perricone than anticipated in the City's Rate Study.
4. **Continuing a Solid Partnership.** Since completion of the interim treatment system, Perricone has not been in violation of any local limits, and Perricone staff have developed a strong working relationship with City staff.
5. **Improved Quality.** Perricone is delivering effluent that exceeds the anticipated interim quality for both BOD and TDS. This will continue through the extended interim rate period.

In support of this extension request, MKN has prepared updates to the summary tables provided in the original Interim Rate Letter. **Table 1** provides an overview of the updated rate analysis, with the requested extension.

TABLE 1

RATE ANALYSIS

Description	Units	Interim Period					
		FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	7/1/23 to 12/31/23
PERRICONE WATER QUALITY AND FLOW[a]							
Avg. Perricone Flow[b]	gpd	125,000	125,275	109,606	104,902	105,000	105,000
BOD	mg/L	3,450	3,200	2,000	1,245	1,420	1,420
TSS	mg/L	283	363	1,140	720	410	410
TDS	mg/L	4,800	3,667	2,800	1,800	1,200	1,200
ANNUAL COST BREAKDOWN FOR PERRICONE							
Rate Increase[c]			6%	5%	5%	5%	5%
Flow Cost	$/yr	$172,995	$183,873	$168,946	$169,687	$178,378	$93,670
BOD Cost	$/yr	$591,503	$583,141	$334,876	$209,375	$251,036	$131,823
TSS Cost	$/yr	$67,083	$91,457	$263,904	$167,408	$100,212	$52,623
TDS Cost[d]	$/yr	$98,172	$72,464	$46,044	$24,908	$13,424	$6,712
Total Estimated Cost[e]	$/yr	$929,753	$930,935	$813,770	$571,378	$543,050	$284,828
REQUESTED INTERIM RATE							
Rate	$/hcf	$2.64	$2.80	$2.94	$3.09	$3.24	$3.41
Revenue Generated[f]	$/yr	$161,029	$116,196	$196,365	$155,232	$166,237	$87,275
Difference from Potential	$/yr	$768,724	$814,738	$617,405	$416,146	$376,813	$197,553

Notes:

a) Water quality for FY 18/19 based on original Table 9 from Interim Rate Letter (March 2019); FY 19/20 based on average quarterly sampling from 8/1/19, 11/19/19 and 4/22/20; FY 20/21 based on average quarterly sampling from 11/18/20, 2/19/21 and 4/23/21; and FY 21/22 based on average quarterly sampling from 10/7/21 and 12/30/21. FY 22/23 based on most recent sampling and final period based on completion of final treatment.

b) Flow based on monthly billing information; calendar years 2019, 2020 and 2021 used for FY 19/20, 20/21 and 21/22, respectively. Flows for FY 22/23 through end of term are based on average flow from January 2022 through June 2022.

c) Rate increase from original Table 9 from Interim Rate Letter (March 2019) for FY 18/19 through FY 22/23. Increases in future years were kept consistent with final three years of rate period.

d) TDS cost was not included in the 2018 Rate Study or related Proposition 218 public hearing notice. Charges were kept similar to original Table 9 which noted $0.12/lb over baseline of 500 mg/L. A factor of 50 percent is applied to the TDS loading due to the unique organic component of TDS.

e) "Total Estimated Cost" based on calculated unit cost for flow, BOD and TSS as shown in Figure 8 (Cost of Service) and Strength

Allocation Factors (Table 19). These rates are applied to the noted flow and strength for each year.

f) Revenue based on payment information: 19/20 based on bills dated 1/2019 to 11/2019; 20/21 based on bills dated 2/2020 to 11/2020; and 21/22 based on bills from 2/2021 to 12/9/2021. Future years based on flow rate multiplied by Perricone effluent.

As noted above, the additional expenses by Perricone during the Interim Period ($4.0M) will continue to exceed the reduction in revenue from the City ($3.2M per Table 1). In addition, since the proposed interim rate extension includes annual increases consistent with the City's Rate Study, the revenue received during the Interim Period will ***continue to exceed the revenue originally anticipated to be collected by the City from Perricone by approximately 20%.***

For the interim period, in accordance with Section 2.4 of the Pretreatment Facilities Agreement, Perricone will be charged using the interim rates for actual flow discharged to the City collection system. Future flows included in Table 1 are provided as an estimate and may be subject to change based on actual system operation.

To reflect the updated implementation schedule, **Table 2** is provided.

TABLE 2
IMPLEMENTATION SCHEDULE

ACTION	MILESTONE
City Council Approval of Extension	August 2022
Complete Sampling and Process Selection	January 2022 to March 2022
30% Design and Design Build Contract Executed	April 2022 to July 2022
Final Design and Permitting	August 2022 to December 2022
Materials Procurement and Construction	October 2022 to June 2023
Startup and Optimization	July 2023 to August 2023
Sampling Program/ New SIU Discharge Permit	September 2023 to December 2023
End of Interim Rate	December 31, 2023

If you have any questions, please feel free to contact us by phone at (714) 213-9758 or by email at rgallagher@mknassociates.us.

Sincerely,
MKN & Associates

Ryan Gallagher, PE
Principal

AMENDMENT TO PRETREATMENT FACILITIES AGREEMENT

THIS FIRST AMENDMENT TO PRETREATMENT FACILITIES AGREEMENT ("Amendment") is made and effective as of the 2nd day of August 2022 by and between the CITY OF BEAUMONT ("CITY"), a general law city, and Beaumont Juice, Inc., a California Corporation, dba PERRICONE JUICES (the "Owner") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

RECITALS

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

A. On October 1st, 2019, the CITY and OWNER entered into that certain agreement entitled "PRETREATMENT FACILITIES AGREEMENT" ("Agreement").

AMENDMENT

Section 1.1 Facilities Construction. Owner agrees to construct the improvements and facilities described in the letter from Owner's engineering firm, MKN & Associates, dated July 8, 2022, entitled Perricone Interim Agreement Extension in a good and workman-like manner according to the Implementation Schedule therein. The estimated cost of the design and construction of the Facilities is also identified in the Perricone Interim Agreement Extension Letter. The Owner shall provide for the design, engineering, and construction of the Facilities at its sole cost and expense as provided hereinafter.

Section 1.9 Time for Completion. The Owner agrees that this Agreement is for the benefit of the City and the Owner and, Therefore, the Owner represents that it shall complete the Facilities as provided in the Perricone Juices Request for Extension Letter expiring December 31, 2023 ("Project Implementation Schedule").

Section 2.4 Credit. Owner shall be subject to the sewer rates requested which are to be set at $3.24/HCF for the duration of July 1, 2022 through June 30, 2023 and a $3.41/HCF rate for the period of July 1, 2023 through December 31, 2023.

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

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT
FIRST AMENDMENT

CITY:

CITY OF BEAUMONT

By: _____
Lloyd White, Mayor

CONTRACTOR:

PERRICONE JUICES

By: _____

Print Name: _____

Title: _____

ATTEST:

By: _____
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE August 2, 2022

SUBJECT: **Public Hearing to Consider the Placement of Delinquent Sewer Service Charges on The Property Tax Roll**

Background and Analysis:

Pursuant to City of Beaumont Municipal Code Section 13.08.370 and 13.08.380, Resolution 2013-06 and Health and Safety Code section 5470 *et seq*., the City may collect delinquent fees or charges for commercial, single family residential, and multifamily residential sewer services on the property tax roll for those premises.

In accordance with Health and Safety Code ("H&S") Section 5473, the City has prepared a written report which contains a description of each parcel of real property with delinquent fees and charges. This report is on file with the City Clerk and is attached as Exhibit A to the proposed resolution authorizing the collection of the delinquent fees and charges on the tax rolls. By approving the proposed resolution, the City Council would be authorizing the City to collect delinquent sewer service charges and fees on the tax roll in the same manner and at the same time as the general taxes.

Prior to approving the placement of the delinquent service charges and fees on the tax roll, H&S Section 5473 *et seq*. requires the City Council to conduct a public hearing. Notice of this public hearing was provided in accordance with H&S Section 5473.1, by publishing a notice of the hearing in the Press Enterprise on July 18, 2022, and July 25, 2022. The notice of public hearing was also mailed to the owner(s) of each parcel for which charges will be placed on the tax roll.

During the public hearing the City Council shall hear and consider all objections or protests, if any, to the report and the placement of the charges on the tax roll. If the City Council finds that a majority of the parcel owners subject to the charges have submitted protests or appeared to protest, the report shall not be adopted and the charges must be collected separately from the tax roll. Upon the conclusion of the hearing, the legislative body may adopt, revise, change, reduce or modify any charge or overrule

any or all objections. The resolution placing the charges on the tax roll must be approved by a two-thirds vote of the City Council.

Fiscal Impact:

Approval of the resolution and collection of delinquent sewer service charges and fees on the Riverside County Auditor tax rolls will allow for the cost recovery of approximately $776,224.01.

Recommended Action:

Conduct a public hearing, and

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Sewage Service Fees and Charges on the Property Tax Roll.”

Attachments:

A. Resolution – Delinquent Sewer Service Fees
B. Exhibit A to Resolution, 2022 List of Sewer Fee Delinquencies
C. Public Notice

Resolution 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, AUTHORIZING THE COLLECTION OF DELINQUENT SEWAGE SERVICE FEES AND CHARGES ON THE PROPERTY TAX ROLL

Whereas, California Health and Safety Code Section 5473 et. seq. authorizes the City to adopt a resolution by two-thirds of the members of the City Council to collect delinquent sewer service charges and fees on the tax roll, in the same manner and at the same time as the general taxes; and

WHEREAS, Sewer service charge billing policies and procedures and sewer service billing cycles are established pursuant to Ordinance No. 648, (Section 13.08.320, 13.08.340, 13.08.350, and 13.08.360 of the Beaumont Municipal Code); and

WHEREAS, Section 13.08.370 and 13.08.380 and Resolution 2013-06, provides that the City may collect delinquent sewer services fees and charges on the property tax roll.

WHEREAS in accordance with Health and Safety Code Section 5473, City staff has prepared a written report, attached hereto as Exhibit A and on file with the City Clerk, which contains a description of each parcel of real property with delinquent solid waste handling fees and charges, and the amount of the delinquent fees and charges for each parcel; and

WHEREAS, in accordance with Health and Safety Code Section 5473.1, the City provided notice of a public hearing by publishing a notice in the Press Enterprise newspaper on July 18, 2022, and July 25, 2022, and by mailing a copy of the notice to the owner(s) of each parcel for which charges will be placed on the tax roll; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter on August 2, 2022, wherein it heard and considered all objections or protests, if any, to the report and the proposed placement of delinquent solid waste handling services charges and fees on the property tax roll.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Beaumont as follows:

SECTION 1: The above recitals are true and correct and are incorporated herein.

SECTION 2: The City approves the collection of the delinquent sewer service charges and fees via the tax roll in the same manner and at the same time as the general taxes. The City Clerk is directed to file with the county auditor a copy of the report prepared pursuant to Health and Safety Code Section 5473 attached hereto as Exhibit A, with a statement endorsed on the report over his or her signature that the report has been

adopted by the City Council and the county auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

APN	Balance	APN	Balance	APN	Balance
400-030-033	$ 788.76	400-080-030	$ 406.76	400-170-001	$ 283.83
400-030-041	$ 788.80	400-080-033	$ 283.83	400-170-004	$ 788.78
400-030-048	$ 309.21	400-080-036	$ 788.80	400-171-005	$ 788.78
400-030-049	$ 283.83	400-080-059	$ 788.76	400-171-018	$ 788.78
400-040-003	$ 788.76	400-080-073	$ 288.03	400-171-019	$ 556.01
400-040-008	$ 283.83	400-080-080	$ 283.83	400-171-025	$ 788.79
400-040-017	$ 788.78	400-080-081	$ 752.77	400-171-027	$ 788.78
400-040-022	$ 772.45	400-090-005	$ 788.77	400-171-029	$ 788.77
400-040-037	$ 788.76	400-090-009	$ 627.45	400-171-031	$ 788.78
400-040-041	$ 788.77	400-090-016	$ 283.83	400-171-033	$ 283.83
400-040-043	$ 650.36	400-100-003	$ 302.31	400-180-002	$ 392.63
400-040-047	$ 627.45	400-100-014	$ 486.71	400-190-051	$ 283.83
400-040-055	$ 284.92	400-100-036	$ 788.78	400-190-056	$ 926.71
400-040-060	$ 283.83	400-110-014	$ 283.83	400-200-008	$ 655.69
400-040-083	$ 598.26	400-110-015	$ 788.78	400-210-024	$ 285.67
400-040-088	$ 283.83	400-110-040	$ 788.78	400-230-001	$ 283.83
400-050-021	$ 643.96	400-110-055	$ 351.16	400-230-023	$ 283.83
400-050-023	$ 283.83	400-110-073	$ 283.83	400-280-052	$ 283.83
400-050-040	$ 283.83	400-120-002	$ 788.78	400-300-049	$ 283.83
400-050-046	$ 303.79	400-120-007	$ 788.78	400-310-033	$ 788.78
400-050-067	$ 748.84	400-120-019	$ 283.83	400-310-037	$ 283.83
400-050-068	$ 392.63	400-120-023	$ 720.02	400-310-047	$ 446.88
400-060-006	$ 926.71	400-120-032	$ 283.83	400-320-008	$ 512.31
400-060-007	$ 788.78	400-120-035	$ 392.63	400-330-003	$ 755.17
400-060-010	$ 488.81	400-120-037	$ 315.77	400-330-005	$ 392.63
400-060-015	$ 788.78	400-120-039	$ 289.23	400-340-060	$ 412.87
400-060-036	$ 285.30	400-120-065	$ 393.65	400-360-013	$ 788.78
400-060-037	$ 372.97	400-130-002	$ 283.83	400-380-045	$ 788.78
400-060-055	$ 788.77	400-130-003	$ 775.00	400-400-040	$ 504.45
400-060-062	$ 515.31	400-130-023	$ 788.78	400-421-002	$ 283.83
400-060-080	$ 788.80	400-130-029	$ 788.77	400-430-014	$ 793.61
400-060-083	$ 292.31	400-130-036	$ 287.63	400-431-003	$ 788.78
400-060-090	$ 283.83	400-130-059	$ 283.83	400-431-011	$ 788.76
400-070-003	$ 283.83	400-140-004	$ 283.83	400-440-009	$ 485.48
400-070-007	$ 795.21	400-140-006	$ 283.83	400-450-001	$ 581.08
400-070-016	$ 283.83	400-141-003	$ 788.78	400-450-014	$ 283.83
400-070-029	$ 283.83	400-141-008	$ 283.83	400-450-016	$ 788.78
400-070-031	$ 500.93	400-142-013	$ 512.31	400-450-024	$ 788.80
400-070-042	$ 788.77	400-142-014	$ 283.83	400-461-005	$ 788.78
400-070-044	$ 583.46	400-142-037	$ 392.63	400-461-016	$ 283.83
400-070-059	$ 284.92	400-142-040	$ 493.64	400-461-019	$ 512.31
400-070-061	$ 990.92	400-142-044	$ 392.63	400-462-014	$ 646.32
400-070-070	$ 627.97	400-151-006	$ 678.79	400-463-004	$ 283.83
400-070-072	$ 764.76	400-151-010	$ 417.07	400-470-001	$ 788.80
400-070-074	$ 283.83	400-154-001	$ 392.63	400-471-002	$ 788.78
400-070-081	$ 283.83	400-160-013	$ 392.63	400-471-003	$ 283.83

400-070-084	$ 788.82	400-161-014	$ 788.79	400-481-015	$ 283.83
400-481-025	$ 283.83	400-590-041	$ 512.31	402-402-033	$ 392.63
400-481-033	$ 283.83	400-590-050	$ 788.78	402-412-005	$ 392.63
400-482-005	$ 788.76	400-600-015	$ 1,055.15	404-022-016	$ 788.78
400-482-026	$ 283.83	400-600-025	$ 788.77	404-022-021	$ 400.86
400-482-029	$ 283.83	400-600-026	$ 788.75	404-024-005	$ 788.78
400-482-034	$ 788.75	400-610-006	$ 392.63	404-030-009	$ 926.71
400-490-001	$ 643.96	400-610-022	$ 643.96	404-032-007	$ 788.78
400-490-004	$ 512.31	400-610-026	$ 303.83	404-032-008	$ 788.78
400-490-006	$ 788.78	400-610-027	$ 347.31	404-032-015	$ 283.83
400-490-008	$ 283.83	400-610-036	$ 788.78	404-040-004	$ 788.78
400-490-015	$ 698.84	400-620-002	$ 283.83	404-040-012	$ 283.83
400-490-020	$ 788.78	400-620-015	$ 283.83	404-040-021	$ 788.78
400-491-007	$ 283.83	400-620-020	$ 384.92	404-041-012	$ 283.83
400-500-008	$ 788.78	400-620-034	$ 788.78	404-041-017	$ 788.78
400-500-010	$ 788.78	400-630-002	$ 788.77	404-041-020	$ 750.12
400-501-005	$ 283.83	400-630-006	$ 402.44	404-041-022	$ 283.83
400-510-008	$ 283.83	400-630-019	$ 788.78	404-041-029	$ 643.96
400-510-013	$ 295.44	400-630-031	$ 283.83	404-041-033	$ 788.78
400-510-018	$ 307.93	400-630-050	$ 283.83	404-042-014	$ 283.83
400-510-025	$ 788.78	400-630-054	$ 814.99	404-042-019	$ 435.69
400-511-015	$ 283.83	400-630-063	$ 716.38	404-042-025	$ 392.63
400-511-019	$ 503.88	400-670-004	$ 561.27	404-043-007	$ 788.78
400-511-021	$ 788.81	400-681-023	$ 283.83	404-050-002	$ 283.83
400-540-003	$ 664.99	402-151-023	$ 283.83	404-051-001	$ 283.83
400-541-022	$ 512.31	402-151-026	$ 522.96	404-053-013	$ 655.69
400-541-026	$ 305.57	402-320-026	$ 788.79	404-060-006	$ 788.78
400-541-028	$ 381.08	402-332-009	$ 788.78	404-060-007	$ 788.78
400-542-014	$ 926.71	402-333-002	$ 788.80	404-063-006	$ 283.83
400-552-008	$ 924.22	402-333-014	$ 788.78	404-070-006	$ 359.26
400-552-012	$ 283.83	402-333-016	$ 788.78	404-071-009	$ 788.78
400-553-005	$ 788.78	402-333-021	$ 788.78	404-071-017	$ 353.72
400-560-007	$ 788.77	402-333-057	$ 984.62	404-071-021	$ 392.63
400-561-003	$ 926.71	402-341-001	$ 634.52	404-071-026	$ 283.83
400-561-009	$ 788.78	402-341-029	$ 392.63	404-071-029	$ 398.38
400-561-011	$ 788.78	402-342-014	$ 283.83	404-080-011	$ 283.83
400-561-012	$ 1,063.19	402-343-008	$ 797.00	404-081-004	$ 396.26
400-561-013	$ 788.77	402-351-010	$ 788.78	404-081-009	$ 788.78
400-561-031	$ 643.96	402-351-016	$ 283.83	404-090-005	$ 788.78
400-561-049	$ 733.77	402-352-001	$ 512.31	404-090-008	$ 283.83
400-562-003	$ 788.76	402-352-006	$ 788.78	404-090-012	$ 788.78
400-562-013	$ 788.78	402-352-011	$ 788.78	404-092-011	$ 693.79
400-562-017	$ 326.71	402-381-003	$ 643.96	404-093-004	$ 596.71
400-570-037	$ 283.83	402-391-009	$ 283.83	404-093-009	$ 788.78
400-580-020	$ 788.78	402-391-023	$ 528.98	404-093-042	$ 283.83
400-590-005	$ 283.83	402-393-002	$ 283.83	404-120-008	$ 368.78
400-590-027	$ 788.78	402-393-007	$ 788.78	404-120-012	$ 513.44

400-590-035	$ 392.63	402-402-021	$ 788.78	404-120-021	$ 788.78
404-121-009	$ 283.83	408-101-031	$ 402.31	408-160-060	$ 788.78
404-121-013	$ 788.78	408-101-032	$ 368.47	408-170-006	$ 788.78
404-121-018	$ 283.83	408-101-050	$ 283.83	408-170-021	$ 283.83
404-150-005	$ 788.78	408-101-062	$ 283.83	408-180-008	$ 512.31
404-151-007	$ 656.78	408-101-070	$ 512.31	408-180-010	$ 301.52
404-160-007	$ 283.83	408-102-012	$ 392.63	408-180-016	$ 319.29
404-160-019	$ 555.84	408-102-020	$ 788.78	408-180-023	$ 788.78
404-161-001	$ 283.83	408-102-043	$ 553.45	408-190-003	$ 323.96
404-161-004	$ 656.78	408-102-052	$ 283.83	408-190-013	$ 283.83
404-161-007	$ 850.06	408-102-054	$ 788.78	408-190-040	$ 707.82
404-170-007	$ 788.78	408-102-058	$ 788.78	408-190-051	$ 788.78
404-170-013	$ 643.96	408-111-007	$ 511.09	408-190-052	$ 283.83
404-180-003	$ 568.78	408-111-009	$ 788.78	408-200-012	$ 788.78
404-183-002	$ 788.78	408-111-019	$ 788.78	408-200-023	$ 926.71
404-211-004	$ 788.78	408-111-020	$ 391.89	408-201-001	$ 427.90
404-211-007	$ 392.63	408-111-021	$ 402.31	408-201-012	$ 392.63
404-213-001	$ 283.83	408-111-025	$ 788.78	408-201-023	$ 633.46
404-213-004	$ 512.31	408-111-029	$ 770.09	408-201-026	$ 283.83
404-213-011	$ 763.65	408-111-040	$ 450.41	408-202-012	$ 733.20
404-213-016	$ 788.78	408-111-061	$ 788.78	408-202-013	$ 788.78
404-220-005	$ 368.13	408-111-071	$ 331.31	408-210-012	$ 788.78
404-220-013	$ 788.78	408-111-079	$ 788.78	408-210-017	$ 788.78
404-220-017	$ 788.78	408-112-002	$ 541.28	408-211-004	$ 788.78
404-222-025	$ 788.78	408-112-006	$ 788.78	408-211-010	$ 392.63
404-223-001	$ 788.78	408-112-014	$ 788.78	408-211-021	$ 392.63
404-223-005	$ 283.83	408-112-016	$ 788.78	408-213-001	$ 443.60
404-223-006	$ 283.83	408-112-022	$ 511.44	408-213-002	$ 512.31
404-223-021	$ 380.43	408-112-026	$ 283.83	408-220-005	$ 510.49
404-224-004	$ 878.36	408-112-028	$ 449.28	408-220-012	$ 595.18
404-224-019	$ 788.78	408-112-032	$ 633.88	408-220-016	$ 293.72
404-225-001	$ 784.19	408-112-038	$ 341.81	408-222-003	$ 618.04
404-225-006	$ 788.78	408-112-040	$ 788.78	408-222-004	$ 643.96
404-225-007	$ 407.62	408-112-053	$ 1,063.20	408-222-019	$ 283.83
404-240-017	$ 788.78	408-150-001	$ 283.83	408-222-027	$ 788.78
404-250-023	$ 599.14	408-150-009	$ 283.83	408-230-031	$ 788.78
404-251-002	$ 926.71	408-150-012	$ 788.78	408-230-035	$ 655.65
404-251-006	$ 788.78	408-150-018	$ 788.78	408-230-045	$ 392.63
406-241-019	$ 283.83	408-150-022	$ 392.63	408-230-047	$ 283.83
406-251-010	$ 564.10	408-150-027	$ 512.31	408-231-008	$ 788.78
406-272-015	$ 283.83	408-150-043	$ 356.05	408-231-013	$ 774.01
408-010-023	$ 681.35	408-150-062	$ 788.78	408-233-002	$ 677.17
408-011-010	$ 283.83	408-160-009	$ 283.83	408-233-019	$ 292.00
408-011-025	$ 283.83	408-160-025	$ 283.83	408-233-033	$ 283.83
408-011-027	$ 404.05	408-160-046	$ 512.31	408-233-040	$ 362.97
408-101-009	$ 695.80	408-160-047	$ 283.83	408-240-002	$ 283.83
408-101-026	$ 392.63	408-160-051	$ 1,023.93	408-240-005	$ 689.92

408-101-028	$ 283.83	408-160-054	$ 940.26	408-240-033	$ 491.25
408-241-003	$ 542.21	413-500-015	$ 788.78	413-582-012	$ 487.18
408-242-013	$ 788.78	413-500-016	$ 805.72	413-582-021	$ 788.78
408-242-014	$ 663.45	413-501-001	$ 424.04	413-650-006	$ 283.83
408-242-020	$ 643.96	413-501-011	$ 283.83	413-651-001	$ 926.71
408-242-022	$ 412.32	413-501-017	$ 283.83	413-651-013	$ 283.83
408-242-029	$ 392.63	413-510-002	$ 283.83	413-651-020	$ 610.56
408-243-013	$ 1,053.11	413-510-010	$ 283.83	413-660-009	$ 788.78
408-243-029	$ 283.83	413-511-003	$ 392.63	413-660-011	$ 788.78
408-250-005	$ 283.83	413-511-008	$ 283.83	413-660-019	$ 788.79
408-250-025	$ 788.78	413-511-010	$ 515.93	413-670-004	$ 788.78
408-250-032	$ 788.78	413-511-015	$ 315.78	413-681-028	$ 788.78
408-251-002	$ 788.78	413-511-017	$ 498.76	413-681-030	$ 512.31
408-251-006	$ 283.83	413-511-020	$ 283.83	413-690-014	$ 788.78
408-252-001	$ 788.78	413-511-039	$ 788.78	413-690-022	$ 788.78
408-252-009	$ 283.83	413-512-002	$ 788.78	413-691-012	$ 283.83
408-252-025	$ 283.83	413-512-007	$ 283.83	413-691-016	$ 926.71
408-261-009	$ 1,063.19	413-520-009	$ 283.83	413-691-028	$ 283.83
408-262-001	$ 392.63	413-520-010	$ 283.83	413-692-001	$ 377.68
408-262-002	$ 283.83	413-520-021	$ 612.63	413-692-002	$ 788.78
408-270-017	$ 788.78	413-520-039	$ 1,063.22	413-692-003	$ 788.78
408-271-014	$ 283.83	413-520-051	$ 392.63	413-692-004	$ 283.83
408-271-025	$ 410.53	413-521-013	$ 926.71	413-700-014	$ 443.65
408-271-026	$ 788.78	413-531-013	$ 283.83	413-700-018	$ 512.31
408-280-022	$ 533.96	413-532-006	$ 512.31	413-700-021	$ 788.78
408-281-011	$ 283.83	413-540-006	$ 283.83	413-700-022	$ 643.96
408-282-034	$ 283.83	413-541-001	$ 382.34	413-700-024	$ 788.78
408-282-041	$ 283.83	413-541-003	$ 1,030.36	413-700-028	$ 384.92
408-282-049	$ 392.63	413-541-008	$ 283.83	413-700-038	$ 283.83
408-282-052	$ 392.63	413-541-011	$ 283.83	413-710-007	$ 283.83
408-291-030	$ 283.83	413-541-018	$ 506.30	413-710-018	$ 926.71
408-291-048	$ 318.93	413-550-002	$ 788.78	413-710-023	$ 674.33
408-291-050	$ 382.00	413-550-003	$ 788.78	413-710-037	$ 788.78
408-291-059	$ 283.83	413-550-016	$ 283.83	413-710-039	$ 512.31
408-300-004	$ 788.78	413-550-023	$ 392.63	413-710-043	$ 788.78
408-300-008	$ 283.83	413-551-010	$ 788.78	413-710-044	$ 678.76
408-301-004	$ 283.83	413-551-012	$ 283.83	413-710-048	$ 283.83
408-301-007	$ 283.83	413-551-022	$ 519.09	413-710-052	$ 392.63
408-301-011	$ 750.12	413-551-024	$ 788.78	413-710-056	$ 314.48
408-302-023	$ 788.78	413-561-022	$ 512.31	413-721-002	$ 788.78
408-302-034	$ 283.83	413-570-001	$ 283.83	413-721-006	$ 284.92
408-310-011	$ 788.78	413-570-006	$ 283.83	413-722-014	$ 788.78
408-390-014	$ 283.83	413-570-008	$ 291.33	413-722-019	$ 788.78
408-400-063	$ 392.63	413-571-008	$ 283.83	413-722-028	$ 894.47
408-400-073	$ 392.63	413-572-002	$ 392.63	413-722-037	$ 283.83
408-410-003	$ 788.78	413-572-005	$ 491.82	413-722-045	$ 788.78
413-491-011	$ 512.31	413-572-007	$ 283.83	413-730-012	$ 567.36

413-493-004	$ 788.78	413-582-010	$ 788.79	413-730-026	$ 643.96
413-741-002	$ 788.78	413-860-001	$ 284.92	414-195-010	$ 642.37
413-750-013	$ 283.83	413-860-041	$ 654.74	414-201-003	$ 392.63
413-750-015	$ 788.78	413-872-004	$ 283.83	414-201-015	$ 788.78
413-752-005	$ 788.78	413-881-006	$ 525.83	414-202-005	$ 283.83
413-760-012	$ 283.83	413-882-013	$ 374.32	414-202-008	$ 643.96
413-760-018	$ 788.78	413-891-001	$ 606.62	414-211-008	$ 788.78
413-760-020	$ 788.78	413-892-005	$ 643.96	414-211-015	$ 1,064.12
413-760-022	$ 745.21	413-892-006	$ 788.78	414-212-005	$ 457.40
413-760-029	$ 283.83	413-892-011	$ 283.83	414-212-006	$ 364.76
413-761-001	$ 283.83	413-892-016	$ 788.78	414-212-007	$ 392.63
413-761-006	$ 283.83	413-893-004	$ 283.83	414-212-014	$ 788.78
413-761-010	$ 317.76	414-032-010	$ 788.78	414-212-015	$ 972.50
413-761-011	$ 788.78	414-033-003	$ 500.35	414-220-001	$ 788.78
413-770-011	$ 788.78	414-033-004	$ 283.83	414-220-004	$ 283.83
413-771-008	$ 788.78	414-033-005	$ 788.78	414-220-006	$ 1,757.51
413-771-015	$ 788.78	414-033-013	$ 788.78	414-220-025	$ 788.78
413-771-021	$ 788.78	414-034-002	$ 283.83	414-220-026	$ 788.78
413-800-007	$ 283.83	414-034-014	$ 788.78	414-231-005	$ 283.83
413-801-007	$ 551.71	414-034-015	$ 788.78	414-231-006	$ 788.78
413-810-002	$ 283.83	414-042-004	$ 283.83	414-231-020	$ 283.83
413-811-009	$ 283.83	414-141-004	$ 643.96	414-231-039	$ 788.78
413-811-013	$ 788.78	414-142-007	$ 373.13	414-231-041	$ 643.96
413-811-023	$ 788.78	414-142-024	$ 788.78	414-241-001	$ 788.78
413-820-001	$ 926.71	414-142-026	$ 788.78	414-241-005	$ 788.78
413-820-013	$ 446.42	414-142-029	$ 283.83	414-241-019	$ 506.62
413-821-001	$ 283.83	414-143-008	$ 788.78	414-241-065	$ 518.77
413-821-003	$ 569.55	414-150-007	$ 788.78	414-252-002	$ 283.83
413-821-004	$ 788.78	414-150-011	$ 788.78	414-252-003	$ 788.78
413-832-007	$ 329.82	414-150-030	$ 314.81	414-252-018	$ 356.33
413-832-012	$ 283.83	414-161-001	$ 788.78	414-252-020	$ 283.83
413-832-018	$ 313.06	414-161-015	$ 643.96	414-252-043	$ 283.83
413-840-001	$ 643.96	414-161-017	$ 284.31	414-252-045	$ 391.16
413-840-011	$ 392.63	414-162-008	$ 381.78	414-261-010	$ 484.92
413-840-015	$ 894.45	414-162-015	$ 643.96	414-261-038	$ 788.78
413-840-017	$ 283.83	414-163-006	$ 283.83	414-262-004	$ 788.78
413-840-019	$ 283.83	414-172-004	$ 392.63	414-262-012	$ 391.92
413-840-027	$ 283.83	414-181-019	$ 512.31	414-263-004	$ 384.64
413-840-028	$ 283.83	414-181-027	$ 283.83	414-271-003	$ 347.31
413-840-030	$ 294.92	414-181-035	$ 283.83	414-272-006	$ 643.96
413-841-001	$ 283.83	414-181-037	$ 788.78	414-272-025	$ 283.83
413-841-006	$ 283.83	414-183-002	$ 392.63	414-283-013	$ 487.18
413-841-022	$ 283.83	414-183-006	$ 788.78	414-283-019	$ 788.78
413-841-025	$ 512.31	414-183-009	$ 788.78	414-283-036	$ 788.78
413-850-011	$ 401.96	414-192-003	$ 788.78	414-290-030	$ 788.78
413-850-015	$ 862.22	414-192-008	$ 458.77	414-290-031	$ 283.83
413-850-016	$ 286.22	414-192-012	$ 788.78	414-290-041	$ 643.96

413-850-023	$ 283.83	414-193-012	$ 296.65	414-301-008	$ 374.92
414-301-025	$ 393.96	414-390-029	$ 628.85	415-081-010	$ 788.78
414-301-037	$ 334.68	414-390-035	$ 283.83	415-092-005	$ 299.09
414-301-042	$ 283.83	414-390-048	$ 555.68	415-100-006	$ 816.71
414-311-001	$ 772.64	414-390-050	$ 1,181.96	415-100-031	$ 392.02
414-311-008	$ 344.28	414-400-008	$ 1,011.93	415-100-032	$ 658.04
414-311-009	$ 283.83	414-400-020	$ 283.83	415-100-038	$ 788.78
414-311-013	$ 788.78	414-400-039	$ 283.83	415-100-051	$ 660.51
414-320-001	$ 283.83	414-400-041	$ 788.78	415-100-064	$ 788.78
414-320-009	$ 293.72	414-400-070	$ 283.83	415-100-065	$ 926.71
414-320-017	$ 283.83	414-420-064	$ 852.03	415-100-067	$ 788.78
414-320-018	$ 788.78	414-510-012	$ 788.78	415-100-081	$ 283.83
414-320-028	$ 788.78	414-510-034	$ 940.26	415-100-082	$ 579.71
414-320-029	$ 788.78	414-510-037	$ 283.83	415-111-005	$ 788.78
414-320-034	$ 283.83	414-510-041	$ 318.25	415-111-009	$ 788.78
414-320-035	$ 384.92	414-520-001	$ 1,244.70	415-111-012	$ 342.91
414-320-036	$ 788.78	414-520-004	$ 1,233.68	415-111-018	$ 283.83
414-320-039	$ 415.70	414-520-008	$ 283.83	415-112-006	$ 788.78
414-320-052	$ 334.04	414-520-060	$ 283.83	415-121-008	$ 401.96
414-320-058	$ 512.31	414-520-062	$ 585.69	415-121-011	$ 283.83
414-320-060	$ 283.83	415-031-005	$ 283.83	415-121-019	$ 283.83
414-330-010	$ 643.96	415-031-024	$ 283.83	415-121-020	$ 283.83
414-330-012	$ 788.78	415-042-002	$ 788.78	415-121-024	$ 512.31
414-330-017	$ 910.60	415-042-020	$ 419.10	415-122-003	$ 391.31
414-330-023	$ 716.17	415-042-028	$ 647.33	415-122-010	$ 788.78
414-330-026	$ 283.83	415-042-039	$ 788.78	415-122-014	$ 289.13
414-331-007	$ 788.78	415-042-041	$ 788.78	415-130-012	$ 283.83
414-331-017	$ 788.78	415-042-042	$ 577.96	415-130-013	$ 283.83
414-340-008	$ 788.78	415-042-043	$ 283.83	415-130-029	$ 788.78
414-340-018	$ 788.78	415-043-008	$ 788.78	415-130-030	$ 637.15
414-340-026	$ 302.32	415-043-009	$ 788.78	415-130-046	$ 788.78
414-341-007	$ 716.76	415-043-017	$ 788.78	415-142-023	$ 788.78
414-341-018	$ 788.78	415-043-021	$ 283.83	415-150-008	$ 512.31
414-341-019	$ 494.67	415-043-023	$ 415.48	415-150-018	$ 788.78
414-350-001	$ 634.63	415-050-045	$ 392.63	415-150-047	$ 791.03
414-350-003	$ 788.78	415-050-046	$ 588.25	415-150-061	$ 283.83
414-350-007	$ 284.92	415-050-047	$ 788.78	415-161-021	$ 788.78
414-350-019	$ 788.78	415-050-067	$ 283.83	415-162-001	$ 788.78
414-350-020	$ 1,026.18	415-050-078	$ 297.29	415-162-038	$ 283.83
414-350-021	$ 788.78	415-061-044	$ 1,063.93	415-162-045	$ 788.78
414-350-028	$ 494.67	415-070-003	$ 788.78	415-171-002	$ 788.78
414-350-035	$ 788.78	415-070-008	$ 283.83	415-171-004	$ 392.63
414-350-045	$ 788.78	415-070-011	$ 283.83	415-171-013	$ 283.83
414-380-022	$ 283.83	415-070-014	$ 283.83	415-171-019	$ 364.76
414-380-035	$ 1,064.61	415-070-040	$ 283.83	415-171-030	$ 788.78
414-380-040	$ 283.83	415-071-007	$ 283.83	415-172-022	$ 283.83
414-380-047	$ 1,093.96	415-071-008	$ 283.83	415-172-026	$ 529.88

414-390-024	$ 283.83	415-080-009	$ 788.78	415-180-005	$ 788.78
415-180-029	$ 283.83	415-281-017	$ 788.78	418-072-051	$ 793.39
415-180-032	$ 788.78	415-281-021	$ 283.83	418-073-002	$ 546.30
415-180-037	$ 788.78	415-282-002	$ 788.78	418-073-005	$ 973.82
415-180-041	$ 788.78	415-282-026	$ 788.78	418-081-013	$ 788.78
415-191-003	$ 788.78	415-291-026	$ 377.09	418-082-005	$ 283.83
415-191-005	$ 590.13	415-291-032	$ 788.78	418-082-017	$ 788.78
415-191-029	$ 485.90	415-292-020	$ 1,482.55	418-083-001	$ 283.83
415-191-030	$ 788.78	415-293-012	$ 392.63	418-083-006	$ 283.83
415-191-031	$ 392.63	415-301-004	$ 788.78	418-083-013	$ 319.88
415-191-033	$ 283.83	415-302-024	$ 512.31	418-084-003	$ 283.83
415-192-022	$ 309.45	415-321-005	$ 304.54	418-084-007	$ 788.78
415-200-001	$ 788.78	415-321-010	$ 314.78	418-084-008	$ 297.86
415-200-003	$ 442.72	415-321-018	$ 283.83	418-084-009	$ 595.88
415-200-005	$ 788.78	415-322-004	$ 544.60	418-084-018	$ 345.62
415-200-010	$ 481.66	415-332-002	$ 283.83	418-092-019	$ 788.78
415-200-011	$ 788.78	417-052-001	$ 283.83	418-093-009	$ 3,041.48
415-210-001	$ 502.22	417-054-002	$ 623.78	418-102-014	$ 788.78
415-210-011	$ 788.78	417-054-006	$ 1,670.24	418-102-019	$ 319.93
415-210-015	$ 283.83	417-055-003	$ 283.83	418-112-006	$ 1,346.97
415-210-048	$ 283.83	417-056-002	$ 5,066.27	418-112-008	$ 402.32
415-221-002	$ 788.78	417-056-011	$ 578.30	418-112-009	$ 788.78
415-221-022	$ 788.78	417-062-007	$ 788.78	418-113-006	$ 406.68
415-222-022	$ 1,055.15	417-063-002	$ 520.00	418-113-010	$ 788.78
415-224-010	$ 788.78	417-080-004	$ 283.83	418-121-002	$ 283.83
415-224-011	$ 369.95	417-122-007	$ 788.78	418-121-004	$ 22,535.09
415-224-012	$ 788.78	417-123-004	$ 1,063.21	418-200-019	$ 3,818.85
415-231-015	$ 788.78	417-140-011	$ 788.78	419-211-002	$ 788.78
415-231-019	$ 313.13	417-140-026	$ 788.78	419-211-010	$ 497.75
415-232-006	$ 325.31	417-140-029	$ 595.18	419-213-003	$ 535.89
415-233-012	$ 788.78	418-020-006	$ 788.78	419-213-020	$ 788.78
415-233-015	$ 392.63	418-020-018	$ 1,482.55	419-213-034	$ 788.78
415-233-022	$ 283.83	418-020-033	$ 6,362.94	419-213-035	$ 788.78
415-233-024	$ 788.78	418-021-002	$ 318.69	419-213-039	$ 514.45
415-241-003	$ 283.83	418-031-007	$ 392.63	419-221-018	$ 788.78
415-241-005	$ 584.48	418-031-008	$ 788.78	419-222-011	$ 788.78
415-242-003	$ 788.78	418-031-015	$ 418.78	419-222-012	$ 283.83
415-242-007	$ 643.96	418-031-017	$ 364.76	419-222-014	$ 364.76
415-251-009	$ 283.83	418-032-002	$ 283.83	419-222-015	$ 364.76
415-251-013	$ 294.62	418-032-024	$ 788.78	419-222-018	$ 472.66
415-252-006	$ 454.68	418-043-017	$ 1,482.55	419-222-023	$ 1,482.55
415-252-013	$ 283.83	418-051-004	$ 283.83	419-260-096	$ 2,811.40
415-253-008	$ 788.78	418-051-011	$ 555.14	419-420-021	$ 283.83
415-253-014	$ 345.05	418-052-001	$ 1,814.04	419-422-004	$ 1,052.22
415-262-002	$ 383.96	418-052-009	$ 377.09	419-423-005	$ 788.78
415-262-004	$ 788.78	418-052-013	$ 391.61	419-423-006	$ 788.78
415-271-001	$ 897.80	418-062-007	$ 432.45	419-431-008	$ 283.83

415-272-009	$ 283.83	418-071-001	$ 556.23	419-431-010	$ 788.78
419-432-008	$ 370.82	419-502-001	$ 788.78	419-562-005	$ 788.78
419-432-010	$ 525.51	419-512-001	$ 788.78	419-562-011	$ 283.83
419-433-006	$ 568.78	419-512-017	$ 283.83	419-562-016	$ 788.78
419-440-007	$ 788.78	419-512-031	$ 784.19	419-562-018	$ 283.83
419-440-010	$ 788.78	419-521-003	$ 367.22	419-571-006	$ 788.78
419-441-002	$ 533.62	419-521-008	$ 788.78	419-572-004	$ 283.83
419-441-003	$ 385.29	419-521-016	$ 788.78	419-573-004	$ 283.83
419-442-019	$ 284.92	419-522-008	$ 788.78	419-573-009	$ 788.78
419-442-025	$ 392.63	419-522-014	$ 283.83	419-574-004	$ 485.78
419-442-027	$ 283.83	419-522-019	$ 283.83	419-574-010	$ 788.78
419-442-044	$ 788.78	419-522-024	$ 788.78	419-580-016	$ 283.83
419-450-002	$ 510.48	419-522-030	$ 488.78	419-580-025	$ 788.78
419-452-018	$ 512.31	419-522-038	$ 643.57	419-581-006	$ 283.83
419-452-031	$ 440.00	419-532-004	$ 643.96	419-582-001	$ 788.78
419-452-033	$ 788.78	419-532-006	$ 506.50	419-582-002	$ 365.27
419-453-001	$ 788.78	419-532-029	$ 788.78	419-582-004	$ 417.82
419-460-002	$ 871.98	419-533-013	$ 788.78	419-582-020	$ 788.78
419-460-006	$ 283.83	419-533-027	$ 788.78	419-582-021	$ 788.78
419-460-012	$ 624.31	419-533-044	$ 283.83	419-591-015	$ 788.78
419-460-024	$ 788.78	419-534-004	$ 788.78	419-592-004	$ 788.78
419-460-041	$ 926.71	419-534-008	$ 512.31	419-592-005	$ 392.63
419-460-044	$ 788.78	419-534-013	$ 283.83	419-593-009	$ 283.83
419-460-052	$ 643.96	419-540-001	$ 283.83	419-593-011	$ 621.44
419-461-003	$ 283.83	419-540-015	$ 788.78	419-600-005	$ 392.63
419-461-007	$ 788.78	419-540-030	$ 283.83	419-600-009	$ 788.78
419-461-009	$ 643.96	419-541-001	$ 284.83	419-600-016	$ 788.78
419-461-014	$ 283.83	419-541-004	$ 795.41	419-600-020	$ 392.63
419-470-005	$ 283.83	419-541-007	$ 788.78	419-600-022	$ 788.78
419-470-014	$ 389.86	419-541-016	$ 409.86	419-600-028	$ 283.83
419-471-010	$ 391.75	419-550-012	$ 482.35	419-601-008	$ 543.00
419-472-022	$ 389.89	419-550-034	$ 788.78	419-601-024	$ 788.78
419-472-024	$ 283.83	419-551-003	$ 283.83	419-601-027	$ 485.50
419-480-013	$ 354.86	419-551-014	$ 755.10	419-611-008	$ 283.83
419-480-014	$ 589.12	419-551-019	$ 412.31	419-620-001	$ 643.96
419-480-017	$ 283.83	419-551-021	$ 392.63	419-620-002	$ 788.78
419-480-031	$ 283.83	419-551-037	$ 788.78	419-620-004	$ 643.96
419-480-045	$ 392.62	419-551-041	$ 462.46	419-620-005	$ 512.31
419-481-002	$ 788.78	419-552-007	$ 283.83	419-621-002	$ 643.96
419-481-010	$ 283.83	419-552-018	$ 788.78	419-621-003	$ 293.63
419-483-005	$ 788.78	419-552-022	$ 283.83	419-621-004	$ 283.83
419-491-007	$ 788.78	419-560-006	$ 788.78	419-621-012	$ 283.83
419-491-013	$ 1,060.68	419-561-001	$ 283.83	419-622-002	$ 788.78
419-491-015	$ 359.50	419-561-002	$ 788.78	419-622-004	$ 788.78
419-495-009	$ 788.78	419-561-004	$ 788.78	419-622-006	$ 788.78
419-496-007	$ 283.83	419-561-010	$ 354.51	419-622-012	$ 1,009.84
419-500-006	$ 283.83	419-561-011	$ 283.83	419-622-015	$ 283.83

419-500-016	$ 283.83	419-561-013	$ 392.63	419-623-004	$ 995.25
419-623-005	$ 283.83	419-692-036	$ 788.78	428-041-046	$ 283.83
419-623-008	$ 283.83	419-692-048	$ 283.83	428-041-048	$ 283.83
419-623-016	$ 788.78	419-692-054	$ 788.78	428-041-058	$ 283.83
419-623-021	$ 589.12	419-693-010	$ 788.78	428-041-059	$ 454.68
419-623-024	$ 788.78	419-693-014	$ 283.83	428-041-067	$ 283.83
419-630-001	$ 788.78	419-693-029	$ 283.83	428-050-001	$ 788.78
419-630-018	$ 433.92	419-693-030	$ 926.71	428-050-010	$ 788.78
419-630-022	$ 414.84	419-700-009	$ 283.83	428-050-014	$ 788.78
419-630-023	$ 454.68	419-701-014	$ 283.83	428-050-015	$ 446.00
419-630-025	$ 788.78	419-701-016	$ 507.44	428-050-026	$ 926.71
419-630-027	$ 284.92	419-702-005	$ 788.78	428-051-003	$ 926.71
419-631-010	$ 283.83	419-710-001	$ 788.78	428-051-007	$ 305.57
419-640-001	$ 788.78	419-710-004	$ 283.83	428-051-023	$ 283.83
419-640-013	$ 788.78	419-710-036	$ 788.78	428-051-031	$ 417.70
419-640-027	$ 510.77	419-711-016	$ 352.17	428-060-001	$ 788.78
419-643-003	$ 788.78	419-711-017	$ 283.83	428-060-021	$ 926.71
419-643-016	$ 926.71	419-712-002	$ 341.81	428-061-018	$ 589.12
419-650-020	$ 788.78	419-712-010	$ 458.77	428-061-025	$ 643.96
419-650-022	$ 512.31	419-720-017	$ 553.01	428-061-027	$ 788.78
419-650-025	$ 788.78	419-720-034	$ 283.83	428-062-004	$ 788.78
419-651-007	$ 457.28	419-721-001	$ 788.78	428-070-007	$ 283.83
419-660-001	$ 788.78	419-721-019	$ 332.73	428-070-010	$ 391.16
419-660-003	$ 643.96	419-731-014	$ 1,004.74	428-071-011	$ 926.71
419-660-008	$ 684.71	419-731-023	$ 392.63	428-071-030	$ 512.31
419-660-011	$ 788.78	419-732-023	$ 512.31	428-071-033	$ 392.63
419-660-014	$ 788.78	419-732-027	$ 283.83	428-072-009	$ 788.78
419-660-018	$ 392.63	419-740-015	$ 788.78	428-072-011	$ 788.78
419-661-034	$ 600.08	419-740-021	$ 788.78	428-072-015	$ 788.78
419-672-002	$ 283.83	419-740-034	$ 392.63	428-072-026	$ 788.78
419-672-007	$ 788.78	419-741-011	$ 788.78	428-072-030	$ 283.83
419-672-009	$ 788.78	419-741-012	$ 392.63	428-080-007	$ 788.78
419-680-006	$ 283.83	419-741-024	$ 788.78	428-080-010	$ 788.78
419-680-011	$ 788.78	419-761-020	$ 283.83	428-080-021	$ 313.46
419-680-012	$ 283.83	419-761-032	$ 283.83	428-080-041	$ 788.78
419-681-002	$ 788.78	419-761-038	$ 283.83	428-080-044	$ 284.92
419-681-006	$ 283.83	419-761-054	$ 284.92	428-080-045	$ 667.78
419-682-003	$ 283.83	419-761-057	$ 772.63	428-080-053	$ 643.96
419-682-009	$ 788.78	419-761-070	$ 788.78	428-091-010	$ 283.83
419-682-014	$ 293.73	419-761-090	$ 283.83	428-091-022	$ 643.96
419-690-019	$ 788.78	419-761-094	$ 788.78	428-100-015	$ 284.92
419-690-023	$ 926.71	421-731-040	$ 283.83	428-101-001	$ 788.78
419-690-028	$ 788.78	428-040-020	$ 788.78	428-101-005	$ 788.78
419-692-007	$ 788.78	428-040-035	$ 788.78	428-101-008	$ 788.78
419-692-013	$ 684.71	428-040-036	$ 788.78	428-101-011	$ 283.83
419-692-025	$ 788.78	428-041-009	$ 283.83	428-101-024	$ 926.71
419-692-030	$ 788.78	428-041-018	$ 283.83	428-110-005	$ 788.78

419-692-031	$	788.78
428-041-038	$	392.63
428-110-009	$	512.31
428-110-017	$	507.07
428-110-019	$	788.78
428-110-020	$	788.78
428-111-002	$	788.78
428-111-005	$	435.62
428-112-012	$	788.78
428-112-014	$	405.22
428-112-016	$	788.78
428-120-023	$	788.78
428-120-045	$	392.63
428-130-051	$	283.83
428-130-069	$	283.83
428-130-070	$	512.31
428-140-029	$	283.83
428-140-050	$	283.83
428-140-081	$	302.04
428-161-013	$	337.31
428-161-033	$	643.96
428-162-004	$	788.78
428-180-029	$	643.96
428-210-056	$	283.83
428-240-011	$	283.83
428-260-026	$	292.82
428-260-027	$	656.61
428-260-045	$	688.78
428-270-027	$	360.26
428-290-024	$	858.86
428-310-001	$	788.78
428-310-020	$	283.83
428-360-017	$	512.31
428-360-039	$	788.78
428-380-034	$	283.83
428-402-002	$	283.83
428-420-007	$	788.78
428-430-029	$	283.83
431-561-006	$	512.31
Total	**$**	**776,224.01**

CITY OF BEAUMONT

NOTICE OF PUBLIC HEARING IN CONNECTION WITH THE COLLECTION OF DELINQUENT SEWER SERVICE CHARGES AND FEES ON THE PROPERTY TAX ROLL

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, *et seq*. of the Health and Safety Code of the State of California and City of Beaumont Municipal Code Section 13.08.380, the City of Beaumont ("City") will consider whether to collect delinquent charges and fees for sewer services on the tax roll, in the same manner as general taxes.

City staff has filed a written report with the City Clerk describing each parcel of real property with delinquent sewer charges and fees, and the amount of the charges and fees against that parcel. The City's report is on file and available for public inspection during business hours at City Hall located at 550 E 6th St, Beaumont, CA 92223.

NOTICE IS FURTHER GIVEN that a public hearing has been scheduled for **August 2, 2022**, in the Council Chambers of City Hall located at 550 E 6th St, Beaumont, CA 92223. 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. The City of Beaumont will accept testimony and comments in person, via email, and through a phone-in option from all interested persons at which time the City Council will hear and consider all evidence, testimony, objections, or protests by all interested persons, property owners, voters and taxpayers, to the written report proposing to have delinquent sewer charges collected on the tax roll. At the conclusion of the public hearing the City Council will consider whether or not to adopt the report and direct the City Clerk to file said report with the Riverside County Auditor and request the auditor place the delinquent sewer charges and fees as described in the report on the tax roll.

Any questions regarding this notice, the report filed with the City Clerk, sewer charges, or the public hearing may be directed to the Finance Director at (951) 769-8520.

Dated July 18, 2022

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE August 2, 2022

SUBJECT: **Public Hearing to Consider the Placement of Delinquent Solid Waste Handling Service Charges on The Property Tax Roll**

Background and Analysis:

Pursuant to City of Beaumont Municipal Code Section 8.12.240, and Health and Safety Code section 5470 *et seq*., the City may collect delinquent fees or charges for commercial, single family residential, and multifamily residential solid waste handling services on the property tax roll for those premises.

In accordance with Health and Safety Code ("H&S") Section 5473, the City has prepared a written report which contains a description of each parcel of real property with delinquent fees and charges. This report is on file with the City Clerk and is attached as Exhibit A to the proposed resolution authorizing the collection of the delinquent fees and charges on the tax rolls. By approving the proposed resolution, the City Council would be authorizing the City to collect delinquent solid waste handling charges and fees on the tax roll in the same manner and at the same time as the general taxes.

Prior to approving the placement of the delinquent service charges and fees on the tax roll, H&S Section 5473 *et seq*. requires the City Council to conduct a public hearing. Notice of this public hearing was provided in accordance with H&S Section 5473.1, by publishing a notice of the hearing in the Press Enterprise newspaper on July 22, 2022, and July 29, 2022. The notice of public hearing was also mailed to the owner(s) of each parcel for which charges will be placed on the tax roll.

During the public hearing the City Council shall hear and consider all objections or protests, if any, to the report and the placement of the charges on the tax roll. If the City Council finds that a majority of the parcel owners subject to the charges have submitted protests or appeared to protest, the report shall not be adopted and the charges must be collected separately from the tax roll. Upon the conclusion of the hearing, the legislative body may adopt, revise, change, reduce or modify any charge or overrule

any or all objections. The resolution placing the charges on the tax roll must be approved by a two-thirds vote of the City Council.

Fiscal Impact:

Approval of the resolution and collection of delinquent solid waste handling charges and fees on the Riverside County Auditor tax rolls will allow for the cost recovery of $278,041.50. These fees will be collected and remitted to the contractor Waste Management in accordance with the City's franchise agreement.

Recommended Action:

Conduct a public hearing, and

Waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont, California, Authorizing the Collection of Delinquent Solid Waste Handling Service Charges on the Property Tax Roll."

Attachments:

A. Resolution – Delinquent Sanitation Fees
B. Exhibit A to Resolution, 2022 List of Sanitation Fee Delinquencies
C. Public Notice

Resolution 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, AUTHORIZING THE COLLECTION OF DELINQUENT SOLID WASTE HANDLING SERVICE CHARGES ON THE PROPERTY TAX ROLL

WHEREAS, California Health and Safety Code Section 5473 et. seq. authorizes the City to adopt a resolution by two-thirds of the members of the City Council to collect delinquent solid waste handling rates on the tax roll, in the same manner and at the same time as the general taxes; and

WHEREAS, Section 8.12.240 of the City of Beaumont Municipal Code provides that "The City may collect delinquent fees or charges for commercial, single family residential, and multifamily residential solid waste handling services on the property tax roll for those premises"; and

WHEREAS, in accordance with Health and Safety Code Section 5473, City staff has prepared a written report, attached hereto as Exhibit A and on file with the City Clerk, which contains a description of each parcel of real property with delinquent solid waste handling fees and charges, and the amount of the delinquent fees and charges for each parcel; and

WHEREAS, in accordance with Health and Safety Code Section 5473.1, the City provided notice of a public hearing by publishing a notice in the Press Enterprise newspaper on July 22, 2022, and July 29, 2022, and by mailing a copy of the notice to the owner(s) of each parcel for which charges will be placed on the tax roll; and

WHEREAS, the City Council conducted a duly noticed public hearing on this matter on August 2, 2022, wherein it heard and considered all objections or protests, if any, to the report and the proposed placement of delinquent solid waste handling services charges and fees on the property tax roll.

NOW THEREFORE BE IT RESOLVED, be it resolved, by the City Council of the City of Beaumont, California, as follows:

SECTION 1: The above recitals are true and correct and are incorporated herein.

SECTION 2: The City approves the collection of the delinquent solid waste handling services charges and fees via the tax roll in the same manner and at the same time as the general taxes. The City Clerk is directed to file with the county auditor a copy of the report prepared pursuant to Health and Safety Code Section 5473 attached hereto as Exhibit A, with a statement endorsed on the report over his or her signature that the report has been adopted by the City Council and the county auditor shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

Parcel No	Total TR
400030033	444.58
400030041	422.46
400040017	579.40
400040037	58.82
400040083	201.20
400050040	444.58
400050046	430.04
400050054	371.50
400060014	338.12
400060040	59.16
400060041	100.86
400060051	156.00
400060055	444.58
400060080	243.78
400070029	59.16
400070042	444.58
400070044	201.10
400070059	70.96
400070076	53.08
400070079	65.06
400070084	444.58
400080036	444.58
400080069	444.58
400080080	444.58
400080081	85.96
400090005	444.58
400100014	444.58
400100036	429.84
400110015	602.72
400110040	195.20
400120002	348.74
400120023	416.56
400120027	444.58
400120037	431.30
400120038	65.06
400130002	422.46
400130022	429.84
400130023	422.46
400130029	444.58
400130051	170.26
400141001	341.36
400141004	35.40
400142013	193.66
400151006	444.58
400151007	59.16

400160013	253.52
400161014	444.58
400170002	163.78
400170004	429.84
400171005	416.56
400171006	444.58
400171025	444.58
400171027	581.70
400180033	373.58
400190001	59.14
400190056	422.46
400190063	59.16
400210006	444.58
400260006	439.80
400310033	290.84
400330005	124.22
400340018	314.76
400340060	444.58
400380055	59.16
400390019	59.16
400421002	59.16
400430014	422.46
400431003	561.62
400431011	444.58
400450016	349.28
400461003	201.10
400461005	444.58
400470001	444.58
400470002	189.46
400471002	545.30
400471013	87.40
400482035	118.32
400490001	201.10
400490006	245.24
400490015	628.54
400490020	444.58
400500003	444.58
400500011	328.74
400501001	428.36
400510013	123.90
400511019	105.40
400511021	444.58
400541015	444.58
400542014	444.58
400550002	29.32
400552008	341.36
400561011	444.58

400561012	431.30
400561013	581.70
400562003	444.58
400562013	347.26
400570028	229.74
400580010	444.58
400580047	874.42
400590005	464.34
400590041	124.22
400590050	186.46
400600015	348.74
400610005	124.22
400610020	245.46
400610036	422.46
400620006	118.76
400620034	429.84
400630032	65.06
400630054	124.22
400630063	159.96
400681023	83.90
404020008	41.96
404021005	444.58
404022013	266.16
404022016	422.46
404024005	444.58
404030009	347.26
404031002	272.00
404031010	416.56
404031016	444.58
404032007	444.58
404032016	444.58
404032018	429.94
404040004	444.58
404040018	61.14
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404041017	333.06
404041020	429.84
404041027	59.16
404041033	230.60
404042012	201.10
404042014	422.46
404042019	429.84
404043006	201.10
404043007	444.58
404060006	43.90
404060007	446.38
404063002	416.56

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404070001	422.46
404070006	32.08
404071009	444.58
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404071021	59.16
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404081009	444.58
404090005	444.58
404090012	347.26
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404092011	446.38
404093004	97.52
404093009	165.52
404120008	141.92
404120021	581.70
404121013	444.58
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404151007	363.46
404160007	581.70
404160019	329.62
404161004	444.58
404170007	444.58
404180003	186.46
404210019	551.82
404211004	416.56
404211007	65.06
404212005	130.12
404213016	444.58
404220011	444.58
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404222025	444.58
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404225006	444.58
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404240017	340.08
404250023	201.10
404251006	444.58
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408102046	444.58
408102054	272.06
408102058	444.58
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408112014	124.22
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408150027	42.04
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408160054	537.56
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408180023	422.46
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408230031	444.58
408233019	140.74
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408241003	190.64
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408252017	341.36
408252019	266.16
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408271026	444.58
408282047	59.16
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408291066	78.00
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413500017	101.06
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413512001	581.70
413512007	165.80
413520021	59.16
413520051	50.80
413532006	124.22
413541008	347.26
413550003	544.84
413550014	29.50
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413551022	347.26
413551024	444.58
413561007	65.56
413561022	59.16
413570008	115.22
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413572005	415.72
413582005	427.58
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413582021	422.46
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413660011	124.22
413660019	416.56
413671012	556.82
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413690022	444.58

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413710023	143.76
413710037	444.58
413710043	124.54
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413710054	338.12
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413722019	444.58
413730027	581.70
413741002	444.58
413741011	118.32
413750015	141.64
413751003	338.12
413760010	349.28
413760019	83.90
413760020	444.58
413761002	444.58
413761011	261.10
413761013	79.20
413761019	581.70
413770011	444.58
413771008	581.70
413800014	26.28
413801007	59.16
413811009	444.58
413811023	385.16
413820001	429.84
413820013	59.16
413821004	341.36
413832007	416.56
413832021	581.70
413840001	429.84
413840003	444.58
413840011	124.22
413850003	201.10
413850011	204.52
413860041	269.04

413871006	444.58
413881006	435.42
413881012	352.22
413882013	233.74
413891003	352.96
413892005	468.96
413892016	549.36
414033005	444.58
414033013	444.58
414034014	384.10
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414042004	230.68
414052008	134.58
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414161015	371.36
414163005	422.46
414172028	130.12
414181019	140.32
414181035	53.70
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414201003	65.06
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414241005	400.32
414241043	444.58
414241065	106.70
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414283037	30.34
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414290041	201.10
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414320028	564.28
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414320035	28.20
414320036	444.58
414320052	70.96
414330004	431.30
414330010	341.36
414330012	444.58
414330023	299.88
414331007	431.30
414331017	537.56
414331018	431.30
414340018	444.58
414340035	35.40
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414341007	266.16
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414350003	308.64
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414350011	59.16
414350021	444.58
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414350045	444.58
414350052	156.14
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414380047	59.16
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415042042	30.10
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415043009	444.58
415043017	584.06
415050047	444.58
415061044	423.64
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415070014	59.16
415071002	113.28
415071007	321.86
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415092006	444.58
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415100067	444.58
415111001	133.68
415111009	581.70
415112006	543.46
415112017	65.06
415121005	65.06
415122010	434.26
415130029	423.34
415130030	129.12
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415142010	59.16
415142012	444.58
415150018	545.30
415161021	581.70

415162001	722.00
415162009	150.78
415162017	195.20
415162045	59.16
415171002	478.88
415171004	78.00
415180005	29.50
415180010	75.00
415180032	444.58
415180037	423.56
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415191005	444.58
415191029	431.04
415191030	201.10
415191031	422.46
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415200003	581.70
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415210008	444.58
415210011	444.58
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415210036	118.32
415221002	444.58
415221022	444.58
415222022	191.94
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415224011	59.16
415224012	251.68
415231013	30.08
415231015	444.58
415233012	124.22
415241003	59.16
415241005	679.52
415241008	580.28
415242003	1,902.90
415242007	195.20
415253008	99.52
415261001	975.48
415262002	59.56
415262015	118.32
415271004	1,308.48
415271010	491.78
415281019	147.96
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415292020	444.58
415303001	31.00
415303014	156.00

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415313028	452.70
415331013	156.00
417030005	676.44
417046007	889.18
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417055002	889.18
417056011	685.56
417062007	444.58
417066002	679.52
417080028	29.50
417093008	341.34
417100044	29.50
417122007	444.58
417122008	444.58
417130006	112.26
417140011	579.40
417140026	444.58
418020002	78.00
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418032024	444.00
418042008	422.46
418043017	645.68
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418052007	30.26
418053011	444.58
418072005	45.66
418073005	83.06
418073013	444.58
418073014	24.36
418073017	59.16
418082017	161.80
418084003	59.16
418084007	422.46
418084008	1,536.42
418084014	444.58
418084018	122.38
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418091016	124.06
418092019	444.58

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418102019	161.74
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418112008	208.58
418112016	1,523.80
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418123006	444.58
418130041	219.20
418260017	118.32
418320009	247.48
419150021	163.78
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419211002	444.58
419211010	236.58
419213003	444.58
419213008	444.58
419213013	416.56
419213020	422.46
419213034	545.30
419213035	558.74
419221018	444.58
419222006	444.58
419222010	118.32
419222011	444.58
419222014	78.30
419232013	422.46
419232020	429.84
419420010	127.78
419422004	155.48
419423006	238.36
419431010	213.06
419432010	59.16
419440010	124.22
419441005	444.58
419441011	444.58
419442019	94.56
419442044	444.58
419450002	418.04
419452007	431.30
419452033	444.58
419460006	444.58
419460012	444.58
419460024	124.22

419460032	280.26
419460044	444.58
419461009	149.58
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419472004	444.58
419472011	229.26
419472012	59.16
419480014	118.60
419491007	248.46
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419500012	65.06
419502001	444.58
419512001	201.10
419521008	422.46
419522008	444.58
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419522038	311.84
419533013	444.58
419533017	444.58
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419534010	59.16
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419550015	310.78
419550050	444.58
419551014	416.56
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419552007	444.58
419552018	444.58
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419561006	156.00
419562016	422.06
419563015	118.32
419571003	435.74
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419582005	59.16
419582020	444.58
419591006	124.22
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419591015	444.58
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419600022	347.26
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419601036	118.32
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419620001	444.58
419620002	431.30
419622002	444.58
419622004	444.58
419622006	581.70
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419623004	431.30
419623013	444.58
419623016	195.20
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419631011	444.58
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419643003	444.58
419643016	348.74
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419650024	416.56
419651007	296.44
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419660002	429.84
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419660014	444.58
419661001	444.58
419661002	241.90
419661012	444.58
419661018	207.00
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419680011	59.16
419682003	59.16
419682009	444.58
419683001	444.58
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419690028	171.70
419692007	444.58
419692009	46.54
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419693030	347.26
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419701013	59.16
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419741011	431.30
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419761057	124.22
419761070	429.84
419761090	239.56
428040035	444.58
428040036	444.58
428041059	131.62
428041064	266.16
428050001	59.16
428050010	444.58
428050014	616.54
428050026	59.16
428051003	78.00
428051023	235.40
428051030	65.06
428060001	78.00
428060021	444.58
428060024	422.46
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428062004	444.58
428070010	137.02
428071001	65.06
428071011	59.16
428071030	70.78
428072003	78.00
428072009	543.46
428072015	416.56
428072026	113.72
428080007	444.58
428080010	444.58
428080041	422.46

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428101001	444.58
428101005	171.42
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428101024	546.02
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428111002	444.58
428112012	444.58
428120045	106.48
428140066	444.58
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428162015	580.28
428200005	59.16
428250024	211.26
428260045	202.48
428290054	444.58
428350034	177.72
	278,041.50

CITY OF BEAUMONT

NOTICE OF PUBLIC HEARING IN CONNECTION WITH THE COLLECTION OF DELINQUENT SOLID WASTE COLLECTION SERVICE CHARGES AND FEES ON THE PROPERTY TAX ROLL

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, *et seq*. of the Health and Safety Code of the State of California and City of Beaumont Municipal Code Section 8.12.240, the City of Beaumont ("City") will consider whether to collect delinquent charges and fees for solid waste collection services on the tax roll, in the same manner as general taxes.

City staff has filed a written report with the City Clerk describing each parcel of real property with delinquent solid waste collection charges and fees, and the amount of the charges and fees against that parcel. The City's report is on file and available for public inspection during business hours at City Hall located at 550 E 6th St, Beaumont, CA 92223.

NOTICE IS FURTHER GIVEN that a public hearing has been scheduled for **August 2, 2022**, in the Council Chambers of City Hall located at 550 E 6th St, Beaumont, CA 92223. 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. The City of Beaumont will accept testimony and comments in person, via email, and through a phone-in option from all interested persons at which time the City Council will hear and consider all evidence, testimony, objections, or protests by all interested persons, property owners, voters and taxpayers, to the written report proposing to have delinquent solid waste charges collected on the tax roll. At the conclusion of the public hearing the City Council will consider whether or not to adopt the report and direct the City Clerk to file said report with the Riverside County Auditor and request the auditor place the delinquent solid waste charges and fees as described in the report on the tax roll.

Any questions regarding this notice, the report filed with the City Clerk, solid waste collection charges, or the public hearing may be directed to the Finance Director at (951) 769-8520.

Dated July 19, 2022

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, City Manager

DATE August 2, 2022

SUBJECT: **Update from Mayor Pro Tem Martinez on Delivering the Letter Regarding "Failure to Represent the Residents of Beaumont" to the County of Riverside Board of Supervisors**

Background and Analysis:

Mayor Pro Tem Martinez will provide an update on delivering the letter regarding "Failure to Represent the Resident of Beaumont" to the County of Riverside Board of Supervisors.

Fiscal Impact:

None.

Recommended Action:

Receive and file.

Attachments:

A. Letter

BEAUMONT
CALIFORNIA

June 7, 2022

Riverside County Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

RE: Failure to Represent the Residents of Beaumont

Honorable Supervisors:

Unfortunately, the City Council of the City of Beaumont has been placed in a difficult position. We are forced to make the Board of Supervisors aware of a failure to represent the residents of the city of Beaumont and the surrounding Pass communities. The lack of oversight on the San Gorgonio Crossing (Gateway) project has become evident. The assurances that this project would comply with the items discussed and promised during the public hearing process and outlined in the EIR have clearly been put aside. It is disheartening that the residents of the city of Beaumont and the surrounding areas must suffer the consequences of a project which was not supported by your constituents and is not being required to comply with promises made; promises which were sold to the public as mitigation to off-set the impacts of the project.

It was cited in the project staff report that "The project will also be set back from the street and landscaped in such a manner as to be visually unobtrusive, thereby espousing the rural character of the surrounding environment...". It was also cited "...the project's setback from the mountain ridge and the street will protect the scenic ridgeline and the landscape, providing continued natural visual relief to the nearby communities." As the buildings are under construction, it can now be substantiated that neither of these statements is accurate.

BEAUMONT
CALIFORNIA

The City is concerned that as this project continues to move forward and develop, the Conditions of Approval and mitigation measures will remain overlooked and unenforced without any public transparency.

The approval of this project by the Riverside County Board of Supervisors was clearly a misstep and allowing the project to build unchecked adds insult to injury.

The City of Beaumont City Council stands ready to engage and encourages the Board of Supervisors to be a "Good Neighbor" and represent the best interests of the communities you serve. We respectfully request that you schedule a public meeting here in Beaumont with your constituents to discuss how we can all best serve the communities. This meeting is a perfect opportunity to reassure residents that moving forward, mitigation measures at the San Gorgonio Crossing project will be closely monitored and enforced.

We look forward to hearing your response to our request.

Regards,

Lloyd White
Mayor

Julio Martinez
Mayor Pro-Tem

Rey Santos
Council Member

David Fenn
Council Member

Mike Lara
Council Member

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE August 2, 2022

SUBJECT: **Authorize Employment Contract with City Manager**

Background and Analysis:

At a special City Council meeting on Monday April 11, 2022, Elizabeth Gibbs was appointed as Interim City Manager. At the July 19, 2022, regular City Council meeting City Council voted to appoint Elizabeth Gibbs to the position of City Manager and authorized the City Attorney to negotiate the terms of the attached employment agreement. The attached contract has a three-year term, benefits identical to the interim contract terms with the addition of a severance clause.

Elizabeth has served the citizens of Beaumont from 1996 to 2022 in various roles including Interim City Manager in 2015 and lastly Community Services Director. She holds a Bachelor of Arts and Masters degree from California Baptist University. The City Attorney drafted the employment agreement and Council negotiated the terms and conditions of employment.

Fiscal Impact:

The contract provides for an annual fully loaded fiscal impact of $357,420. City staff estimates the cost to prepare this report was $975.

Recommended Action:

Approve the employment agreement with Elizabeth Gibbs and authorize the Mayor to sign the agreement.

Attachments:

A. Employment Agreement
B. Job Description
C. Municipal Code Powers and Duties

CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made effective the 19th day of July, 2022 ("Effective Date"), by and between CITY OF BEAUMONT (hereinafter referred to as the "CITY"), and ELIZABETH GIBBS, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this Agreement, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

Based on EMPLOYEE's executive and administrative qualifications and ability, the City Council of CITY ("COUNCIL") desires to appoint EMPLOYEE to serve as the City Manager for CITY; and

EMPLOYEE desires to perform and assume the responsibilities and duties as the City Manager for CITY; and

In consideration of these recitals and performance of the mutual promises, conditions and covenants contained herein, the CITY and EMPLOYEE agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Position, Duties & Term. EMPLOYEE accepts employment with CITY as its City Manager and shall perform all City Manager functions, duties and services as established under California law and as set forth in the City of Beaumont Municipal Code ("Municipal Code") as may be amended from time to time. This Agreement is for a three (3) year term from the Effective Date and is subject to the "At-Will" provision in Section 1.2 and termination provision in Section 6. Section 2.12.060 of the Municipal Code sets forth the Powers and Duties of the Beaumont City Manager (Powers & Duties). A copy Section 2.12.060 of the Municipal Code is attached hereto as Exhibit "A".

As City Manager, EMPLOYEE shall function as the Chief Executive Officer of the CITY and shall be responsible to the CITY and its COUNCIL for the proper, lawful and ethical administration of all affairs of the CITY. In the role of the City Manager, EMPLOYEE shall also serve at the pleasure of the COUNCIL as the Director of any sub-entities/agencies of the City of Beaumont.

1.2 Employment with CITY "At-Will".

(a) EMPLOYEE's employment status with CITY shall be at-will and EMPLOYEE shall serve at the pleasure of the COUNCIL. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's

status as an "at-will" employee of CITY or the ability of the COUNCIL to terminate EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY.

(b) EMPLOYEE shall not be entitled to any pre-termination notice or hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the CITY to terminate EMPLOYEE's employment whether for cause or for convenience and without cause.

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

1.3 Work Hours. The position of City Manager is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to dedicate herself on a full-time basis to serving as City Manager and to be available at all reasonable and relevant times.

1.4 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written approval of three or more members of the COUNCIL, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with her duties as City Manager or that may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as City Manager.

2. COMPENSATION BENEFITS AND REIMBURSEMENT.

2.1 Base Salary. Commencing on the date EMPLOYEE commenced full time work with the CITY, EMPLOYEE's gross annual salary shall be $230,006.40 (hereinafter, the "Base Salary") to be paid monthly or bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions. In recognition of EMPLOYEE accomplishing goals and objectives identified by the COUNCIL, the COUNCIL may, in its discretion, grant EMPLOYEE merit increases in her salary and/or benefits.

2.2 Performance Evaluation. Immediately following the commencement of EMPLOYEE'S employment with CITY, COUNCIL and EMPLOYEE shall discuss the COUNCIL'S goals and objectives for the year. Thereafter, as needed and on the annual anniversary of the commencement of EMPLOYEE'S employment with CITY, COUNCIL and EMPLOYEE shall define the goals and objectives that they determine are appropriate for the proper operation of the CITY. Concurrently with the annual establishment of the goals and objectives for the CITY, the COUNCIL and EMPLOYEE shall establish the performance goals for EMPLOYEE and any specific criteria that shall be used to evaluate EMPLOYEE'S performance. The COUNCIL may in its discretion amend said criteria from time to time, after consultation with EMPLOYEE. The failure of CITY to undertake performance evaluations shall not limit CITY's ability to terminate EMPLOYEE and this Agreement pursuant to Section 6 (Termination).

2.3 Reimbursement. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of EMPLOYEE'S official duties. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

2.4 Vehicle Allowance. In lieu of expense reimbursement for mileage, EMPLOYEE shall receive a vehicle allowance of $350.00 per month. EMPLOYEE shall be responsible for payment of automobile and liability insurance, maintenance, repair, replacement costs, all taxes applicable to the vehicle allowance and shall be solely responsible for all expenses associated with her vehicle. EMPLOYEE shall be responsible for maintaining necessary records as may be required by Federal and/or State taxing authorities.

2.5 Cell Phone and Computer. CITY shall provide EMPLOYEE with a monthly cell phone allowance of $100 and a desktop computer for official use in connection with CITY business.

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

(a) Cafeteria Plan. CITY shall contribute up to One-Thousand Six Hundred Seventy Five Dollars ($1,675) per month to EMPLOYEE for the cafeteria benefit plan detailed in this section.

(i) Said contribution shall be used to provide for health insurance for EMPLOYEE. EMPLOYEE shall be covered by health insurance with a CITY approved health plan unless EMPLOYEE provides proof to CITY that EMPLOYEE is covered by another acceptable health plan as determined by CITY's Human Resource Department.

(ii) The balance of the cafeteria plan contribution may be used for any of the following or any combination thereof:

(1) Health Insurance for EMPLOYEE's spouse and/or dependents;

(2) Dental Insurance for EMPLOYEE's, spouse and/or dependents;

(3) Eye care plan for EMPLOYEE, spouse and/or dependents;

(4) Supplemental Insurance Options.

(iii) There is no cash-back of the remaining contributions amount, if any, to EMPLOYEE after payment of the selected premiums(s). EMPLOYEE shall be responsible for the remaining payments(s) through payroll deduction, of any premiums selected which are in excess of the monthly contribution amount.

(b) Life and Short Term Disability Insurance. CITY agrees that during the term of employment, it will pay the annual premiums for a term life insurance policy in the amount of $50,000.00. If available, additional coverage may be purchased at EMPLOYEE's expense and costs. EMPLOYEE shall nominate the beneficiary under such term life insurance policy. Thirty days after commencement of EMPLOYEE's full time employment, CITY shall provide EMPLOYEE with short term disability insurance coverage consistent with policy terms provided to other non-sworn management level CITY employees.

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

2.9. Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. Accrued but unused administrative/personal leave may not be sold back to CITY.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

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

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

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

3.4 Death of EMPLOYEE. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

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

4. HOLIDAYS, VACATION AND SICK LEAVE.

4.1 Holidays. EMPLOYEE shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the COUNCIL. Paid holidays will be those approved by CITY by action of the COUNCIL. Unused holiday leave time shall be accumulated and paid to EMPLOYEE in the last pay check in June of each fiscal year.

4.2 Vacation. EMPLOYEE shall accrue twenty-five (25) days of vacation per year. EMPLOYEE shall be credited with ten (10) days of vacation upon commencing full time employment with CITY. EMPLOYEE may convert a maximum of eighty (80) hours of accrued vacation time to cash during each year this Agreement is in effect.

4.3 Sick Leave.

(a) Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period.

(b) CITY and EMPLOYEE agree to an accumulation cap consistent with other non-sworn management employees' accumulation cap.

(c) CITY agrees to a service credit of unused sick leave for PERS retirement when EMPLOYEE retires from CITY employment or a lump sum payment of the value of the unused sick leave, as requested by EMPLOYEE and permitted by law.

(d) EMPLOYEE may use accrued paid sick leave for the purposes set forth in Labor Code section 246.5(a).

(e) Accrued paid sick leave shall carry over to the following year, but no additional paid sick pay will accrue until EMPLOYEE's accrued paid sick leave falls below the accumulation cap.

(f) CITY will provide EMPLOYEE with written notice of the amount of paid sick leave available. The notice will be provided on the designated pay date with EMPLOYEE's payment of wages. Sick leave pay will be paid at EMPLOYEE's hourly rate of pay when sick leave is taken. Sick leave pay will be paid by the payday for the next regular payroll period after the sick leave is taken.

5. RETIREMENT.

5.1 Public Employees Retirement System (PERS). CITY shall provide EMPLOYEE with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS rules. For the purpose of CalPERS retirement benefits, EMPLOYEE shall be a "classic member" under PEPRA. CITY shall pay the CITY's share of CalPERS contribution and EMPLOYEE shall pay her share for participation in CalPERS.

6. TERMINATION.

6.1 Termination by CITY for Convenience and Without Cause. EMPLOYEE is appointed and serves at the pleasure of the COUNCIL as an at will employee. COUNCIL may terminate EMPLOYEE at any time for convenience and without cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the COUNCIL and CITY to terminate this Agreement and the employment of EMPLOYEE, with or without cause or for convenience. In the event EMPLOYEE is terminated without cause, at or during such time that EMPLOYEE is willing and able to perform her duties under this AGREEMENT, then in that event, CITY agrees to pay EMPLOYEE a severance equal to one (1) year base salary, less any and all applicable or legally required deductions, provided EMPLOYEE has executed a full and final release of any and all actual or potential claims (including Civil Code Section 1542 release) that EMPLOYEE has or could have against CITY, its officials, employees and agents, acceptable to CITY in form and content. Notwithstanding anything herein to the contrary, the maximum severance EMPLOYEE may receive under this AGREEMENT shall not exceed the limitations provided for in Government Code Section 53260-53264 or other applicable law.

6.2 Termination by EMPLOYEE. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding any notice period provided by EMPLOYEE, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the notice period, which shall not exceed thirty (30) days.

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

6.4 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement or unless otherwise required by law.

7. CONFLICT OF INTEREST.

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

8. GENERAL PROVISIONS.

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

CITY's Notice Address:

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

EMPLOYEE's Notice Address:

ELIZABETH GIBBS
[At EMPLOYEE's address on file with City]

8.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq. including, but not limited to, Sections 825, 995 and 995.2) CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring within the scope of EMPLOYEE's employment during the Term of this Agreement or any extension term. CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, CITY shall have no duty to indemnify, defend, or hold EMPLOYEE harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by EMPLOYEE.

8.3 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

8.4 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous Agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or Agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8.5 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by COUNCIL and signed by the City Attorney.

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

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

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

8.9 Governing Law. This Agreement is entered into and to be performed in Riverside County, California and shall be governed by, construed and enforced in accordance with the laws

of the State of California. The Parties agree that in the event of any dispute or litigation, venue shall be in Riverside County, California.

8.10 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral Agreement, course of conduct, waiver or estoppel.

8.11 Statutory Obligations; Abuse of Office or Position. Notwithstanding anything to this Agreement in the contrary, pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

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

8.13. State & Federal Law. The terms of this Agreement shall be applied only as consistent with State and Federal law.

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

“CITY”

CITY OF BEAUMONT

By:_____
Lloyd White, Mayor

“EMPLOYEE”

ELIZABETH GIBBS

By:_____
Elizabeth Gibbs

ATTEST:

By:_____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By:_____
John O. Pinkney, City Attorney

CITY MANAGER
EMPLOYMENT AGREEMENT
(Elizabeth Gibbs)

Exhibit "A"

City Manager Job Description
(Beaumont Municipal Code Section 2.12.060 (Powers & Duties)

CITY OF BEAUMONT

CITY MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under policy direction, plans, directs, manages, and oversees the activities and operations of the City of Beaumont; serves as chief executive officer of the City ensuring that public services are delivered in an efficient and effective manner; implements policy decisions made by the City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Assumes full management responsibility for all City operations; plans, directs, manages, and oversees the activities and operations of the City of Beaumont; recommends and administers goals, objectives, polices, and procedures.
2. Directs and participates, with department head cooperation, in the development and administration of the City budget; prepares long-term plans of capital improvements including financing plans; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs, and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meet with management staff to identify and resolve issues.
5. Assess and monitor workload, administrative support systems and internal reporting relationships; identify opportunities for improvement and implement as appropriate.
6. Provide staff assistance to the City Council; prepare, submit, and present staff reports and other necessary correspondence to the City Council including reports of finances and administrative activities; keep City Council advised of financial conditions, program progress, present and future needs of the City; prepare recommendations and advise the Council on matters requiring legislative action.
7. Confer with and represent the City to all departments, residents, taxpayers, businesses, and other individuals, groups, and outside agencies having an interest or potential interest in affairs of City concern; coordinate City activities with those of other cities, counties, outside agencies and organizations in accordance with the City Council policies.

8. Respond to and resolve difficult, complex and sensitive citizen inquiries and complaints; contact departments involved; provide direction and delegate authority as necessary to correct issues; interpret, analyze, defend, and explain City policies, procedures, programs, and activities; negotiate and resolve sensitive and controversial issues; handle public relations dealing with the news media.
9. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal management and public administration.
10. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

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

Ability to:

Serve effectively as the administrative agent of the City Council.
Provide effective leadership and coordinate the activities of assigned municipal organization.
Develop and administer City-wide goals, objectives, and procedures.
Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Research, analyze and evaluate new service delivery methods and techniques.
Plan, organize, direct, and coordinate the work of staff.
Select, supervise, train, and evaluate staff.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Interpret and apply federal, state and local policies, laws and regulations.
Negotiate and resolve complex issues.
Make effective public presentations.
Delegate authority and responsibility.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, planning, or a related field. A Master's degree in a related field is desirable.

Experience:

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

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions*:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.

2.12.060 - Powers and duties.

The City Manager shall be the administrative head of the City government under the direction and control of the City Council, except as otherwise provided in this chapter. He shall be responsible for the efficient administration of all the affairs of the City which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the power:

A.To see that all laws and ordinances of the City are enforced, and that all franchises, permits and privileges granted by the City are faithfully observed;B.To control, order and give directions to all head of departments, subordinate officers and employees of the City, except the City Clerk, City employees from one department to another; and to consolidate or combine offices, positions, departments or units under his direction;C.To appoint, promote, demote and remove any officers and employees of the City except the City Clerk, City Treasurer, City Attorney, and members of the planning commission;D.To exercise control over all departments of the City government and over all appointive officers and employees thereof, except the City Clerk, City Treasurer, City Attorney, and members of the planning commission;E.To attend all meetings of the City Council and planning commission unless excused there from by the Council, except when his removal is under consideration by the Council;F.To recommend to the City Council for adoption such measures and ordinances as he deems necessary or expedient;G.To keep the City Council at all times fully advised as to the financial conditions and needs of the City:H.To prepare and submit to the City Council the annual budget; Council approval of the annual budget or schedule of anticipated expenditures constitutes approval to the purchasing agent to procure any items therein listed; provided, however, no purchase shall be made of an item exceeding in cost the sum of $1,000.00, or as amended from time to time by resolution, without first obtaining approval of the City Council; any items not so listed must first have approval from the City Council before purchase can be authorized by the City Manager; no expenditures shall be submitted or recommended to the City Council, except on report or approval of the City Manager;I.To make investigations into the affairs of the City, and any department or division thereof, and any contract, or the proper performance of any obligations running to the City;J.To investigate all complaints in relation to matters concerning the administration' of the City government and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits and privileges granted by the City are faithfully performed and observed;K.To exercise general supervision over all public buildings, public parks and other public property which are under the control and jurisdiction of the City Council and not specifically delegated to a particular board or officer;L.He shall devote his time diligently to the duties of his office and the interest of the City;M.The services and facilities of the City Clerk, City Treasurer, and the City Attorney shall be made available to the City Manager to the same extent, in the same manner, and to the same effect they are available to the City Council;N.To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the City Council.

(Ord. 484 §1, 1977; Ord. 363 §6, 1965)

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, City Manager

DATE August 2, 2022

SUBJECT: Approval of Compensation Plan and Salary Table

Background and Analysis:

This item was tabled by City Council on February 15, 2022, until such time when City staff could provide additional information and complete negotiations. The City compensation plan and salary table were adjusted to account for all 2022 minimum wage requirements, negotiated salary increases between bargaining units, individuals and the City of Beaumont. Those bargaining units and individuals included the Police Officers Association approved January 4, 2022, Managers Professional Technical Unit approved January 18, 2022, Police Managers approved February 15, 2022, and SEIU approved July 19, 2022.

New positions proposed during FY 2022 and 2023 budget processes have been studied and added to the compensation plan and salary table. These positions include the Assistant Director of Finance, Assistant Planner (vacant), Community Services Officer (2 vacancies), Deputy City Manager, Environmental Compliance Manager, General Manager of Utilities, GIS Analyst (vacant), Grounds Parks Facilities Superintendent, Management Analyst I, Police Captain (vacant), Procurement and Contracts Specialist (vacant), Recreation Superintendent, Senior Engineer (vacant), and Wastewater Collections Supervisor.

In addition to the negotiated labor agreement increases, City staff also proposes adjustments to some executive contract staff based on the compensation study. These positions include the Administrative Services Director, Chief of Police, Community Services Director and the Finance Director based on the compensation study. These proposed changes are predicated on the same median base concept outlined in the five-year plan that was utilized in negotiations with the City's bargaining units.

Fiscal Impact:

All the new proposed positions, all negotiated benefits and salary adjustments have been captured in the FY 2023 budget process. The fully burdened fiscal impact to the personnel budget is approximately $4,553,340. City staff estimates the cost to prepare this staff report to be $675.

Recommended Action:

Approval of the Compensation Plan and Salary Table.

Attachments:

A. Compensation Plan and Salary Table

- COMPENSATION PLAN -

Adopted by City Council August 2, 2022

Position	MOU Assigned To	Salary Range	
		First Step	*Top Step*
Account Technician	SEIU	44	54
Administrative Services Director	Employment Contract	92	102
Administrative Services Manager	Professional/Technical/Manager	74	84
Animal Control Officer I	SEIU	44	54
Animal Control Officer II	SEIU	48	58
Assistant Director of Finance	Professional/Technical/Manager	78	88
Assistant Director of Public Works/Engineer	Professional/Technical/Manager	82	92
Assistant Planner	SEIU	54	64
Budget Specialist	Professional/Technical/Manager	60	70
Building/Grounds/Maintenance Worker	SEIU	38	48
Building Inspector	SEIU	52	62
Building Permit Technician I	SEIU	40	50
Building Permit Technician II	SEIU	46	56
Building Plans Examiner	SEIU	57	67
Bus Driver – Lead	SEIU	41	51
Bus Driver I	SEIU	35	45
Bus Driver II	SEIU	41	51
Chief Building Official	Professional/Technical/Manager	82	92
Chief of Police	Employment Contract	98	108
Chief Plant Operator – Wastewater	Professional/Technical/Manager	77	87
City Engineer / Public Works Director	Employment Contract	92	102
City Manager	Employment Contract	102	112
Community Enhancement Officer I	SEIU	46	56
Community Enhancement Officer II	SEIU	50	60
Community Services Director	Employment Contract	84	94
Community Services Manager	Professional/Technical/Manager	66	76
Community Services Officer	POA	46	56
Customer Service Coordinator I	SEIU	32	42
Customer Service Coordinator II	SEIU	38	48
Deputy City Manager	Employment Contract	94	104
Deputy Chief of Police	Police Management	92	102
Deputy City Clerk	Professional/Technical/Manager	64	74
Economic Development Manager	Professional/Technical/Manager	72	82
Engineering Development Technician I	SEIU	40	50
Engineering Development Technician II	SEIU	46	56
Environmental Compliance Manager	Professional/Technical/Manager	60	70
Executive Assistant	Professional/Technical/Manager	49	59
Finance Director	Employment Contract	92	102
General Manager of Utilities	Employment Contract	92	102
GIS Analyst	SEIU	53	63
Grounds/Parks/Facilities Superintendent	Professional/Technical/Manager	69	79

Position	MOU Assigned To	Salary Range	
		First Step	*Top Step*
Information Technology Manager	Professional/Technical/Manager	81	91
HR/Payroll Technician	SEIU	44	54
IT Analyst I	SEIU	51	61
IT Analyst II	SEIU	59	69
Lead Building/Grounds Maintenance Worker	SEIU	44	54
Lead Dispatcher	POA	50	60
Mechanic	SEIU	44	54
Management Analyst I	SEIU	52	62
Management Analyst II	SEIU	58	68
Planning Manager	Professional/Technical/Manager	78	88
Police Cadet		29	29
Police Captain	Police Management	91	101
Police Corporal	Police Officers Association	70	80
Police Lieutenant	Police Management	86	96
Police Officer	Police Officers Association	64	74
Police Sergeant	Police Officers Association	76	86
Principal Engineer	Professional/Technical/Manager	72	82
Public Safety Dispatcher I	Police Officers Association	38	48
Public Safety Dispatcher II	Police Officers Association	44	54
Police Trainee		47	47
Procurement/Contract Specialist	SEIU	51	61
Public Works Inspector	SEIU	57	67
Recreation Specialist	SEIU	24	34
Recreation Superintendent	Professional/Technical/Manager	66	76
Senior Accountant	Professional/Technical/Manager	68	78
Senior Engineer	Professional/Technical/Manager	70	80
Solid Waste Recycling Manager	Professional/Technical/Manager	60	70
Street Maintenance Supervisor	Professional/Technical/Manager	59	69
Street Maintenance Worker	SEIU	44	54
Support Services Specialist I	Police Officers Association	32	42
Support Services Specialist II	Police Officers Association	38	48
Support Services Supervisor	Police Officers Association	58	68
Transit Manager	Professional/Technical/Manager	72	82
Vehicle Maintenance Supervisor	Professional/Technical/Manager	63	73
Wastewater Collections Supervisor	Professional/Technical/Manager	56	66
Wastewater Collection System Worker I	SEIU	46	56
Wastewater Collection System Worker II	SEIU	50	60
Wastewater Plant Operator I	SEIU	51	61
Wastewater Plant Operator II	SEIU	57	67
Wastewater Plant Operator III	SEIU	61	71
Wastewater Plant Operator IV	SEIU	65	75
Wastewater Plant Operator V	SEIU	69	79
Wastewater Plant Supervisor	Professional/Technical/Manager	65	75

City of Beaumont

Salary Range Table

Effective 8/2/2022

Step	Annual	Monthly	Bi-Weekly	Hourly
0	$ 17,638.44	$ 1,469.87	$ 678.40	$ 8.48
1	$ 18,075.24	$ 1,506.27	$ 695.20	$ 8.69
2	$ 18,532.80	$ 1,544.40	$ 712.80	$ 8.91
3	$ 18,990.36	$ 1,582.53	$ 730.40	$ 9.13
4	$ 19,468.80	$ 1,622.40	$ 748.80	$ 9.36
5	$ 19,947.24	$ 1,662.27	$ 767.20	$ 9.59
6	$ 20,446.44	$ 1,703.87	$ 786.40	$ 9.83
7	$ 20,966.40	$ 1,747.20	$ 806.40	$ 10.08
8	$ 21,486.36	$ 1,790.53	$ 826.40	$ 10.33
9	$ 22,027.20	$ 1,835.60	$ 847.20	$ 10.59
10	$ 22,588.80	$ 1,882.40	$ 868.80	$ 10.86
11	$ 23,150.40	$ 1,929.20	$ 890.40	$ 11.13
12	$ 23,712.00	$ 1,976.00	$ 912.00	$ 11.40
13	$ 24,315.24	$ 2,026.27	$ 935.20	$ 11.69
14	$ 24,918.36	$ 2,076.53	$ 958.40	$ 11.98
15	$ 25,542.36	$ 2,128.53	$ 982.40	$ 12.28
16	$ 26,187.24	$ 2,182.27	$ 1,007.20	$ 12.59
17	$ 26,832.00	$ 2,236.00	$ 1,032.00	$ 12.90
18	$ 27,518.40	$ 2,293.20	$ 1,058.40	$ 13.23
19	$ 28,204.80	$ 2,350.40	$ 1,084.80	$ 13.56
20	$ 28,911.96	$ 2,409.33	$ 1,112.00	$ 13.90
21	$ 29,619.24	$ 2,468.27	$ 1,139.20	$ 14.24
22	$ 30,368.04	$ 2,530.67	$ 1,168.00	$ 14.60
23	$ 31,116.84	$ 2,593.07	$ 1,196.80	$ 14.96
24	$ 31,907.16	$ 2,658.93	$ 1,227.20	$ 15.34
25	$ 32,697.60	$ 2,724.80	$ 1,257.60	$ 15.72
26	$ 33,508.80	$ 2,792.40	$ 1,288.80	$ 16.11
27	$ 34,361.64	$ 2,863.47	$ 1,321.60	$ 16.52
28	$ 35,214.36	$ 2,934.53	$ 1,354.40	$ 16.93
29	$ 36,087.96	$ 3,007.33	$ 1,388.00	$ 17.35
30	$ 37,003.20	$ 3,083.60	$ 1,423.20	$ 17.79
31	$ 37,918.44	$ 3,159.87	$ 1,458.40	$ 18.23
32	$ 38,875.20	$ 3,239.60	$ 1,495.20	$ 18.69
33	$ 39,852.84	$ 3,321.07	$ 1,532.80	$ 19.16
34	$ 40,830.36	$ 3,402.53	$ 1,570.40	$ 19.63
35	$ 41,849.64	$ 3,487.47	$ 1,609.60	$ 20.12
36	$ 42,910.44	$ 3,575.87	$ 1,650.40	$ 20.63
37	$ 43,971.24	$ 3,664.27	$ 1,691.20	$ 21.14
38	$ 45,073.56	$ 3,756.13	$ 1,733.60	$ 21.67
39	$ 46,196.76	$ 3,849.73	$ 1,776.80	$ 22.21
40	$ 47,361.60	$ 3,946.80	$ 1,821.60	$ 22.77
41	$ 48,547.20	$ 4,045.60	$ 1,867.20	$ 23.34
42	$ 49,753.56	$ 4,146.13	$ 1,913.60	$ 23.92
43	$ 51,001.56	$ 4,250.13	$ 1,961.60	$ 24.52
44	$ 52,270.44	$ 4,355.87	$ 2,010.40	$ 25.13
45	$ 53,580.84	$ 4,465.07	$ 2,060.80	$ 25.76
46	$ 54,932.76	$ 4,577.73	$ 2,112.80	$ 26.41
47	$ 56,305.56	$ 4,692.13	$ 2,165.60	$ 27.07
48	$ 57,699.24	$ 4,808.27	$ 2,219.20	$ 27.74
49	$ 59,155.20	$ 4,929.60	$ 2,275.20	$ 28.44
50	$ 60,632.04	$ 5,052.67	$ 2,332.00	$ 29.15
51	$ 62,150.40	$ 5,179.20	$ 2,390.40	$ 29.88
52	$ 63,689.64	$ 5,307.47	$ 2,449.60	$ 30.62
53	$ 65,291.16	$ 5,440.93	$ 2,511.20	$ 31.39
54	$ 66,913.56	$ 5,576.13	$ 2,573.60	$ 32.17
55	$ 68,598.36	$ 5,716.53	$ 2,638.40	$ 32.98
56	$ 70,304.04	$ 5,858.67	$ 2,704.00	$ 33.80

Step	Annual	Monthly	Bi-Weekly	Hourly
57	$ 72,072.00	$ 6,006.00	$ 2,772.00	$ 34.65
58	$ 73,860.84	$ 6,155.07	$ 2,840.80	$ 35.51
59	$ 75,711.96	$ 6,309.33	$ 2,912.00	$ 36.40
60	$ 77,604.84	$ 6,467.07	$ 2,984.80	$ 37.31
61	$ 79,539.24	$ 6,628.27	$ 3,059.20	$ 38.24
62	$ 81,536.04	$ 6,794.67	$ 3,136.00	$ 39.20
63	$ 83,574.36	$ 6,964.53	$ 3,214.40	$ 40.18
64	$ 85,654.44	$ 7,137.87	$ 3,294.40	$ 41.18
65	$ 87,796.80	$ 7,316.40	$ 3,376.80	$ 42.21
66	$ 90,001.56	$ 7,500.13	$ 3,461.60	$ 43.27
67	$ 92,247.96	$ 7,687.33	$ 3,548.00	$ 44.35
68	$ 94,556.76	$ 7,879.73	$ 3,636.80	$ 45.46
69	$ 96,927.96	$ 8,077.33	$ 3,728.00	$ 46.60
70	$ 99,361.56	$ 8,280.13	$ 3,821.60	$ 47.77
71	$ 101,816.04	$ 8,484.67	$ 3,916.00	$ 48.95
72	$ 104,374.44	$ 8,697.87	$ 4,014.40	$ 50.18
73	$ 106,974.36	$ 8,914.53	$ 4,114.40	$ 51.43
74	$ 109,657.56	$ 9,138.13	$ 4,217.60	$ 52.72
75	$ 112,403.16	$ 9,366.93	$ 4,323.20	$ 54.04
76	$ 115,211.16	$ 9,600.93	$ 4,431.20	$ 55.39
77	$ 118,081.56	$ 9,840.13	$ 4,541.60	$ 56.77
78	$ 121,035.24	$ 10,086.27	$ 4,655.20	$ 58.19
79	$ 124,071.96	$ 10,339.33	$ 4,772.00	$ 59.65
80	$ 127,171.20	$ 10,597.60	$ 4,891.20	$ 61.14
81	$ 130,353.60	$ 10,862.80	$ 5,013.60	$ 62.67
82	$ 133,598.40	$ 11,133.20	$ 5,138.40	$ 64.23
83	$ 136,947.24	$ 11,412.27	$ 5,267.20	$ 65.84
84	$ 140,358.36	$ 11,696.53	$ 5,398.40	$ 67.48
85	$ 143,873.64	$ 11,989.47	$ 5,533.60	$ 69.17
86	$ 147,471.96	$ 12,289.33	$ 5,672.00	$ 70.90
87	$ 151,153.56	$ 12,596.13	$ 5,813.60	$ 72.67
88	$ 154,939.20	$ 12,911.60	$ 5,959.20	$ 74.49
89	$ 158,808.00	$ 13,234.00	$ 6,108.00	$ 76.35
90	$ 162,780.84	$ 13,565.07	$ 6,260.80	$ 78.26
91	$ 166,857.60	$ 13,904.80	$ 6,417.60	$ 80.22
92	$ 171,017.64	$ 14,251.47	$ 6,577.60	$ 82.22
93	$ 175,302.36	$ 14,608.53	$ 6,742.40	$ 84.28
94	$ 179,691.24	$ 14,974.27	$ 6,911.20	$ 86.39
95	$ 184,163.16	$ 15,346.93	$ 7,083.20	$ 88.54
96	$ 188,780.76	$ 15,731.73	$ 7,260.80	$ 90.76
97	$ 193,502.40	$ 16,125.20	$ 7,442.40	$ 93.03
98	$ 198,327.96	$ 16,527.33	$ 7,628.00	$ 95.35
99	$ 203,299.20	$ 16,941.60	$ 7,819.20	$ 97.74
100	$ 208,374.36	$ 17,364.53	$ 8,014.40	$ 100.18
101	$ 213,574.44	$ 17,797.87	$ 8,214.40	$ 102.68
102	$ 218,919.96	$ 18,243.33	$ 8,420.00	$ 105.25
103	$ 224,390.40	$ 18,699.20	$ 8,630.40	$ 107.88
104	$ 230,006.40	$ 19,167.20	$ 8,846.40	$ 110.58
105	$ 235,747.20	$ 19,645.60	$ 9,067.20	$ 113.34
106	$ 241,633.56	$ 20,136.13	$ 9,293.60	$ 116.17
107	$ 247,665.60	$ 20,638.80	$ 9,525.60	$ 119.07
108	$ 253,863.96	$ 21,155.33	$ 9,764.00	$ 122.05
109	$ 260,208.00	$ 21,684.00	$ 10,008.00	$ 125.10
110	$ 266,718.36	$ 22,226.53	$ 10,258.40	$ 128.23
111	$ 273,395.16	$ 22,782.93	$ 10,515.20	$ 131.44
112	$ 280,238.40	$ 23,353.20	$ 10,778.40	$ 134.7
113	$ 287,247.96	$ 23,937.33	$ 11,048.00	$ 138.1

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE August 2, 2022

SUBJECT: **Annual Resolution Directing the Riverside County Auditor-Controller to Place the Levy of Special Taxes for the City's Community Facilities Districts on the Fiscal Year 2022-2023 County Tax Roll**

Background and Analysis:

Beaumont is required to direct the Riverside County Auditor-Controller to place its levy of special taxes for the Community Facilities Districts (CFDs) on the County tax roll. For FY2022-23 this must occur prior to August 10, 2022. The resolutions before Council are required to complete the annual enrollment and collection of the City's Community Facilities District ("CFD") special taxes needed to meet all financial and contractual obligations.

City staff has prepared the Fiscal Year 2022-23 Special Levy for the City's various improvement areas ("IA") of CFD No. 93-1, CFD Nos. 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 and 2021-1. The calculations incorporate various assumptions as applicable for each IA or CFD, including:

1. The expected annual debt service costs;
2. The expected costs of providing services such as the landscaping, maintenance, and lighting of City-owned parks, parkways, streets, roads, and open space;
3. The expected costs of providing public safety services such as police, fire, and ambulance and paramedic services;
4. The expected administrative costs; and
5. The collection of funds for future facilities.

Over the past several years the City has implemented measures to reduce special tax rates for all applicable IAs of CFD No. 93-1 and recently formed CFD's for which the final series of bonds has been issued. The City's developing CFDs, for which the final series of bonds has not been issued, are not yet eligible for a reduction. Historically, the reduction in special tax rates has been accomplished through two forms i) bond refinancing, and ii) bond issuances to fully bond CFDs/IAs. For Fiscal Year 2022-23 the

City and finance team have reviewed available funds for services and are recommending enrollment of an amount that is less than the FY 2022-23 Maximum Special Tax for Services and Public Safety. Cumulatively, this leads to a projected savings of approximately $738,451 across 29 IAs and 8 CFDs.

Approval of the following resolutions establishes the levy of all IAs/CFDs listed in Attachment A and authorizes the County of Riverside to place the levy upon the property tax roll for Fiscal Year 2022-23. Detailed parcel calculations will be provided to the County of Riverside to levy and collect such special taxes on behalf of the City.

The aggregate Fiscal Year 2022-23 projected CFD levy will show an increase over FY 2021-22, primarily as the result of building permits being issued and increased development within the City. In some cases, certain IAs/CFDs have seen an increase in their levies because the IA was not eligible for reduction and the special tax escalated annually per the requirements of the RMA and/or debt service requirements for bonds outstanding. Staff will continue to make all efforts possible to continue to reduce the special tax rates in future years for all eligible IAs/CFDs.

Multiple resolutions are provided for individual consideration. This will allow individual City Council members to recuse themselves for consideration of those IAs/CFDs for which they own property.

Fiscal Impact:

The fiscal impact on the City's general fund is indirect, as the administration and maintenance portions of assessments collected are the funding source for the administration of the CFD processes and maintenance of the various applicable geographic regions.

Recommended Action:

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 and 2021-1 and Directing the County Auditor to Collect the Same on the Tax Rolls (93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 and 2021-1).”

Waive the full reading and adopt by title only “A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 18) and Directing the County Auditor to Collect the Same on

the Tax Rolls (IA 18)"

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 14 and 14B) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 14 and 14B)."

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 9) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 9)."

Waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont, California, Levying the Special Tax in Community Facilities Districts No. 93-1 (IA 17A) and Directing the County Auditor to Collect the Same on the Tax Rolls (IA 17A)."

Attachments:

A. Resolution for Annual Levy 2022 (Balance)
B. Resolution for Annual Levy 2022 (Santos and Fenn recusal – IAs 14, 14B)
C. Resolution for Annual Levy 2022 (Martinez recusal – IA 9)
D. Resolution for Annual Levy 2022 (Santos recusal – IA 17A)
E. Resolution for Annual Levy 2022 (White recusal – IA 18)
F. Summary of CFD Special Tax Enrollment
G. PowerPoint Presentation

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, LEVYING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICTS NO. 93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 & 2021-1 AND DIRECTING THE COUNTY AUDITOR TO COLLECT THE SAME ON THE TAX ROLLS (93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 & 2021-1)

WHEREAS, The City Council (the "City Council") of the City of Beaumont is the legislative body of Community Facilities Districts No. 93-1, 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 & 2021-1 (collectively or individually "District"), which District was established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on June 29, 1993 the City Council adopted Resolution 1993-13 establishing the District, including separate improvement areas therein (each an Improvement Area, and collectively, the "Improvement Area") and providing for the Special Tax within each such Improvement Area; and

WHEREAS, on August 11, 1993 the City Council enacted **Ordinance No. 721** in accordance with Section 53340 of the Act authorizing the levy of the Special Tax on the property located within **Improvement Areas No's. 1 thru 7 (including 6A and 6B) and 10 thru 12** of the District. (Fund Code 68-2109 thru 68-2130); and

WHEREAS, on January 18, 2005 the City Council adopted **Ordinance No. 873** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 6Al. (**Fund Code 68-2088 & 68-2183); and

WHEREAS, on May 3, 2005 the City Council adopted **Ordinance No's. 882** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 7B.** (Fund Code 68-2139 & 68- 2095); and

WHEREAS, on May 3, 2005 the City Council adopted **Ordinance No's. 883** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 7C**. (Fund Code 68-2094 & 68- 2146); and

WHEREAS, on May 3, 2005 the City Council adopted **Ordinance No's. 884** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 7D**. (Fund Code 68-2179 & 68- 2180); and

WHEREAS, on December 16, 2014, the City Council adopted **Ordinance No. 1053** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 7A1.** (Fund Code 68-1811 & 68-1812); and

WHEREAS, on February 19, 2002 the City Council adopted **Ordinance No. 825** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area No. 8**. (Fund Code 68-2127 & 68-2129); and

WHEREAS, on November 2, 2004 the City Council adopted **Ordinance No. 871** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8A.** (Fund Code 68-2136 & 68-2101); and

WHEREAS, on June 6, 2006 the City Council adopted **Ordinance No. 896** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8B**. (Fund Code 68-2140 & 68-2102); and

WHEREAS, on June 6, 2006 the City Council adopted **Ordinance No. 897** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8C.** (Fund Code 68-2141 & 68-2149); and

WHEREAS, on May 1, 2007 the City Council adopted **Ordinance No. 913** amending Ordinance 897 in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8C**. (Fund Code 68-2141 & 68-2149); and

WHEREAS, on August 21, 2007, the City Council adopted **Ordinance No. 915** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8D**. (Fund Code 68-2147 & 68-2150); and

WHEREAS, on July 21, 2015 the City Council adopted **Ordinance No. 1056** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8E**. (Fund Code 68-2104 & 68-2161); and

WHEREAS, on July 21, 2015 the City Council adopted **Ordinance No. 1057** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 8F**. (Fund Code 68-2162 & 68-2163); and

WHEREAS, on May 22, 1995 the City Council adopted **Ordinance No. 752** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area No. 13**. (Fund Code 68-2120); and

WHEREAS, on November 5, 2002, the City Council adopted **Ordinance No. 836** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 14A**. (Fund Code 68-2181); and

WHEREAS, on May 21, 2002 the City Council adopted **Ordinance No. 830** in accordance with Section 53340 of the Act authorizing the levy of the Special Tax on the property located within **Improvement Area No. 15**. (Fund Code 68-2128); and

WHEREAS, on July 20, 2004 the City Council adopted **Ordinance No. 868** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on

the property located within **Improvement Area 16.** (Fund Code 60-2093 & 68-2134); and

WHEREAS, on December 5, 2006 the City Council adopted **Ordinance No. 905** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 17B**. (Fund Code 68-2089 & 68-2142); and

WHEREAS, on August 7, 2012, the City Council adopted **Ordinance No. 1022** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 17C.** (Fund Code 68-2098 & 68-2144); and

WHEREAS, on December 7, 2004 the City Council adopted **Ordinance No. 872** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 19A**. (Fund Code 68-2096 & 68-2135); and

WHEREAS, on December 7, 2004 the City Council adopted **Ordinance No. 872** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 19C.** (Fund Code 68-2099 & 68-2137); and

WHEREAS, on December 20, 2005 the City Council adopted **Ordinance No. 889** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 20**. (Fund Code 68-2091 & 68-2143); and

WHEREAS, on August 15, 2006 the City Council adopted **Ordinance No. 899** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 23**. (Fund Code 68-2138); and

WHEREAS, on June 7, 2016, the City Council adopted **Ordinance No. 1073** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2016-1** (Fund Code 68-1818 & 68-1819); and

WHEREAS, on February 21, 2017, the City Council adopted **Ordinance No. 1081** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2016-2** (Fund Code 68-0043, 68-0045 & 68-0046); and

WHEREAS, on February 21, 2017, the City Council adopted **Ordinance No. 1082** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2016-3** (Fund Code 68-0204, 68-0205 & 68-0206); and

WHEREAS, on February 21, 2017, the City Council adopted **Ordinance No. 1083** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2016-4** (Fund Code 68-0047, 68-0048 & 68-0049).

WHEREAS, on September 18, 2018, the City Council adopted **Ordinance No. 1103** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2018-1** (Fund Code 68-0208).

WHEREAS, on March 5, 2019, the City Council adopted **Ordinance No. 1105** in

accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2019-1** (Fund Code 68-0209, 68-0210 & 68-0211).

WHEREAS, on June 15, 2021, the City Council adopted **Ordinance No. 1133** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **CFD 2021-1** (Fund Code 68-0425, 68-0426 & 68-0427).

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 determined to Levy the Special Taxes in the Fiscal Year 2022-2023 (and each subsequent Fiscal Year) in Improvement Area No's. 1-7 (including 6A), 10-12, 6A1, 7B, 7C, 7D, 7A1, 8, 8A-F, 13, 14B, 15, 16, 17A-C, 19A, 19C, 20, and 23 of CFD 93-1 and CFDs 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 & 2021-1 and to each parcel therein, as provided in the schedule of Special Taxes, a copy of which has been presented to the City Council and lodged with the City Clerk.

Section 3: The rate of each Special Tax utilized in the preparation of the Report does not exceed the amount previously authorized by Ordinance and is not in excess of that approved by the qualified electors of the applicable Districts and Improvement Areas.

Section 4: As to a District and/or an Improvement Area, the proceeds of the Special Tax shall be used to pay, in whole or in part and as applicable, the costs of the following for the subject Fiscal Year as provided in the City of Beaumont Community Facilities District No. 93-1 Indenture of Trusts and the City of Beaumont CFDs 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1 & 2021-1 Indenture of Trust (collectively the "Indenture of Trust"):

A. The Administrative costs and other incidental expenses of the applicable District and/or Improvement Area; and

B. The Interest scheduled for collection on the outstanding bonded indebtedness related to the applicable District and/or Improvement Area; and

C. The principal scheduled for collection on the outstanding bonded indebtedness related to the applicable District and/or Improvement Area; and

D. The sinking payments scheduled for collection on the outstanding bonded indebtedness relating to the applicable District and/or Improvement Area; and

E. Amounts, if any, needed to replenish the applicable Reserve Account of the Bond Fund to the level of the Reserve Requirement; and

F. Amounts, if any, required to bring the amount on deposit in the Rebate Fund to the required level; and

G. Amounts for approved services.

Section 5: The Auditor-Controller of the County of Riverside is hereby

directed to apply to each real property statement for each parcel in such County in the applicable District and/or Improvement Area for the Fiscal Year listing the Special Tax due opposite each parcel of land affected, in a line item designated "CFD Special Tax," or any other suitable designation, in accordance with this Resolution.

Section 6: All Special Taxes collected will be paid to the trustee for deposit in the applicable Special Tax fund upon receipt by the City of Beaumont from the Auditor- Controller pursuant to the terms of the Indenture of Trust.

Section 7: The Auditor-Controller shall, at the close of the tax collection period, promptly render to the Director a detailed report showing the amounts of Special Tax installments, penalties, interest, and fees collected, and from which properties collected. Any expenses to be paid to the Auditor-Controller for carrying out the forgoing responsibilities shall be in accordance with a contract, if any, entered into between the District and the Auditor-Controller, pursuant to Section 29304 of the Government Code of the State of California or as otherwise provided by law.

Section 8: This resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, LEVYING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 93-1 (IA 18) AND DIRECTING THE COUNTY AUDITOR TO COLLECT THE SAME ON THE TAX ROLLS (IA 18)

WHEREAS, Council Member Lloyd White has recused himself from any participation related to this Resolution;

WHEREAS, The City Council (the "City Council") of the City of Beaumont is the legislative body of Community Facilities District No. 93-1 ("District"), which District was established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on June 29, 1993 the City Council adopted Resolution 1993-13 establishing the District, including separate improvement areas therein including Improvement Area 18 (the "Improvement Area") and providing for the Special Tax within such Improvement Area; and

WHEREAS, on February 3, 2004 the City Council adopted **Ordinance No. 853** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 18**. (Fund Code 68-2097 & 68-2132).

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 determined to Levy the Special Taxes in the Fiscal Year 2022-2023 (and each subsequent Fiscal Year) in Improvement Area No. 18 and to each parcel therein, as provided in the schedule of Special Taxes, a copy of which has been presented to the City Council and lodged with the City Clerk.

Section 3: The rate of each Special Tax utilized in the preparation of the Report does not exceed the amount previously authorized by Ordinance and is not in excess of that approved by the qualified electors of the applicable District and Improvement Areas.

Section 4: As to the District and/or an Improvement Area, the proceeds of the Special Tax shall be used to pay, in whole or in part as applicable, the costs of the following for the subject Fiscal Year as provided in the City of Beaumont Community Facilities District No. 93-1 Indenture of Trusts (the "Indenture of Trust"):

A. The Administrative costs and other incidental expenses of the Improvement Area and/or District; and

B. The Interest scheduled for collection on the outstanding bonded indebtedness related to the applicable Improvement Area and/or District; and

C. The principal scheduled for collection on the outstanding bonded indebtedness related to the applicable Improvement Area and/or District; and

D. The sinking payments scheduled for collection on the outstanding bonded indebtedness relating to the applicable Improvement Area and/or District; and

E. Amounts, if any, needed to replenish the applicable Reserve Account of the Bond Fund to the level of the Reserve Requirement; and

F. Amounts, if any, required to bring the amount on deposit in the Rebate Fund to the required level; and

G. Amounts for approved services.

Section 5: The Auditor-Controller of the County of Riverside is hereby directed to apply to each real property statement for each parcel in such County in the applicable Improvement Area of the District for the Fiscal Year listing the Special Tax due opposite each parcel of land affected, in a line item designated "CFD Special Tax," or any other suitable designation, in accordance with this Resolution.

Section 6: All Special Taxes collected will be paid to the trustee for deposit in the applicable Special Tax fund upon receipt by the City of Beaumont from the Auditor- Controller pursuant to the terms of the Indenture of Trust.

Section 7: The Auditor-Controller shall, at the close of the tax collection period, promptly render to the Director a detailed report showing the amounts of Special Tax installments, penalties, interest, and fees collected, and from which properties collected. Any expenses to be paid to the Auditor-Controller for carrying out the forgoing responsibilities shall be in accordance with a contract, if any, entered into between the District and the Auditor-Controller, pursuant to Section 29304 of the Government Code of the State of California or as otherwise provided by law.

Section 8: This resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSED: WHITE

APPROVED:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, LEVYING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 93-1 (IA 14 & 14B) AND DIRECTING THE COUNTY AUDITOR TO COLLECT THE SAME ON THE TAX ROLLS (IA 14 & 14B)

WHEREAS, Council Members Rey Santos and David Fenn have recused themselves from any participation related to this Resolution;

WHEREAS, The City Council (the "City Council") of the City of Beaumont is the legislative body of Community Facilities District No. 93-1 ("District"), which District was established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on June 29, 1993, the City Council adopted Resolution 1993-13 establishing the District, including separate improvement areas therein including Improvement Area 14 and 14B (singly or collectively "Improvement Area") and providing for the Special Tax within each such Improvement Area; and

WHEREAS, on January 11, 2000, the City Council adopted **Ordinance No. 800** in accordance the Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area No. 14**. (Fund Code 68-2122 & 68-2125); and

WHEREAS, on November 5, 2002 the City Council adopted **Ordinance No. 836** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 14B**. (Fund Code 68-2182).

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 determined to Levy the Special Taxes in the Fiscal Year 2022-2023 (and each subsequent Fiscal Year) in Improvement Area Nos. 14 and 14B and to each parcel therein, as provided in the schedule of Special Taxes, a copy of which has been presented to the City Council and lodged with the City Clerk.

Section 3: The rate of each Special Tax utilized in the preparation of the Report does not exceed the amount previously authorized by Ordinance and is not in excess of that approved by the qualified electors of the applicable Districts and Improvement Areas.

Section 4: As to the District and/or an Improvement Area, the proceeds of the

Special Tax shall be used to pay, in whole or in part and as applicable, the costs of the following for the subject Fiscal Year as provided in the City of Beaumont Community Facilities District No. 93-1 Indenture of Trusts (the "Indenture of Trust"):

A. The Administrative costs and other incidental expenses of the Improvement Area and/or District; and

B. The Interest scheduled for collection on the outstanding bonded indebtedness related to the applicable Improvement Area and/or District; and

C. The principal scheduled for collection on the outstanding bonded indebtedness related to the applicable Improvement Area and/or District; and

D. The sinking payments scheduled for collection on the outstanding bonded indebtedness relating to the applicable Improvement Area and/or District; and

E. Amounts, if any, needed to replenish the applicable Reserve Account of the Bond Fund to the level of the Reserve Requirement; and

F. Amounts, if any, required to bring the amount on deposit in the Rebate Fund to the required level; and

G. Amounts for approved services.

Section 5: The Auditor-Controller of the County of Riverside is hereby directed to apply to each real property statement for each parcel in such County in the applicable Improvement Areas of the District for the Fiscal Year listing the Special Tax due opposite each parcel of land affected, in a line item designated "CFD Special Tax," or any other suitable designation, in accordance with this Resolution.

Section 6: All Special Taxes collected will be paid to the trustee for deposit in the applicable Special Tax fund upon receipt by the City of Beaumont from the Auditor- Controller pursuant to the terms of the Indenture of Trust.

Section 7: The Auditor-Controller shall, at the close of the tax collection period, promptly render to the Director a detailed report showing the amounts of Special Tax installments, penalties, interest, and fees collected, and from which properties collected. Any expenses to be paid to the Auditor-Controller for carrying out the forgoing responsibilities shall be in accordance with a contract, if any, entered into between the District and the Auditor-Controller, pursuant to Section 29304 of the Government Code of the State of California or as otherwise provided by law.

Section 8: This resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

RECUSED: FENN, SANTOS

APPROVED:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, LEVYING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 93-1 (IA 9) AND DIRECTING THE COUNTY AUDITOR TO COLLECT THE SAME ON THE TAX ROLLS
(IA 9)

WHEREAS, Council Member Julio Martinez recused himself from any participation in this Resolution;

WHEREAS, The City Council (the "City Council") of the City of Beaumont is the legislative body of Community Facilities District No. 93-1 ("District"), which district was established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on June 29, 1993 the City Council adopted Resolution 1993-13 establishing the District, including separate improvement areas therein (the "Improvement Areas") and providing for the Special Tax within such Improvement Area; and

WHEREAS, on August 11, 1993, the City Council enacted **Ordinance No. 721** in accordance with Section 53340 of the Act authorizing the levy of the Special Tax on the property located within **Improvement Area No. 9** of the District ("Improvement Area"). (Fund Code (68-2116 & 68-2124).

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 determines to Levy the Special Taxes in the Fiscal Year 2022-2023 (and each subsequent Fiscal Year) in Improvement Area No. 9 and to each parcel therein, as provided in the schedule of Special Taxes, a copy of which has been presented to the City Council and lodged with the City Clerk.

Section 3: The rate of each Special Tax utilized in the preparation of the Report does not exceed the amount previously authorized by Ordinance and is not in excess of that approved by the qualified electors of the District and Improvement Area.

Section 4: As to the District and/or Improvement Area, the proceeds of the Special Tax shall be used to pay, in whole or in part and as applicable, the costs of the following for the subject Fiscal Year as provided in the City of Beaumont Community Facilities District No. 93-1 Indenture of Trusts ("Indenture of Trust"):

A. The Administrative costs and other incidental expenses of the Improvement Area and/or District; and

B. The Interest scheduled for collection on the outstanding bonded indebtedness related to the Improvement Area and/or District; and

C. The principal scheduled for collection on the outstanding bonded indebtedness related to the Improvement Area and/or District; and

D. The sinking payments scheduled for collection on the outstanding bonded indebtedness relating to the Improvement Area and/or District; and

E. Amounts, if any, needed to replenish the applicable Reserve Account of the Bond Fund to the level of the Reserve Requirement; and

F. Amounts, if any, required to bring the amount on deposit in the Rebate Fund to the required level; and

G. Amounts for approved services.

Section 5: The Auditor-Controller of the County of Riverside is hereby directed to apply to each real property statement for each parcel in such County in the applicable Improvement Area of the District for the Fiscal Year listing the Special Tax due opposite each parcel of land affected, in a line item designated "CFD Special Tax," or any other suitable designation, in accordance with this Resolution.

Section 6: All Special Taxes collected will be paid to the trustee for deposit in the applicable Special Tax fund upon receipt by the City of Beaumont from the Auditor- Controller pursuant to the terms of the Indenture of Trust.

Section 7: The Auditor-Controller shall, at the close of the tax collection period, promptly render to the Director a detailed report showing the amounts of Special Tax installments, penalties, interest, and fees collected, and from which properties collected. Any expenses to be paid to the Auditor-Controller for carrying out the forgoing responsibilities shall be in accordance with a contract, if any, entered into between the District and the Auditor-Controller, pursuant to Section 29304 of the Government Code of the State of California or as otherwise provided by law.

Section 8: This resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 2nd day of August, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSED: MARTINEZ

APPROVED:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, LEVYING THE SPECIAL TAX IN COMMUNITY FACILITIES DISTRICT NO. 93-1 (IA 17A) AND DIRECTING THE COUNTY AUDITOR TO COLLECT THE SAME ON THE TAX ROLLS (IA 17A)

WHEREAS, Council Member Rey Santos has recused himself from any participation related to this Resolution;

WHEREAS, The City Council (the "City Council") of the City of Beaumont is the legislative body of Community Facilities District No. 93-1 ("District"), which District was established pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, on June 29, 1993 the City Council adopted Resolution 1993-13 establishing the District, including separate improvement areas therein including Improvement Area 17A (the "Improvement Area") and providing for the Special Tax within such Improvement Area; and

WHEREAS, on November 18, 2004 the City Council adopted **Ordinance No. 851** in accordance with Section 53340 of the Act authorizing the levy of Special Tax on the property located within **Improvement Area 17A**. (Fund Code 68-2090 & 68-2131).

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 determined to Levy the Special Taxes in the Fiscal Year 2022-2023 (and each subsequent Fiscal Year) in Improvement Area No. 17A and to each parcel therein, as provided in the schedule of Special Taxes, a copy of which has been presented to the City Council and lodged with the City Clerk.

Section 3: The rate of each Special Tax utilized in the preparation of the Report does not exceed the amount previously authorized by Ordinance and is not in excess of that approved by the qualified electors of the applicable District and Improvement Areas.

Section 4: As to the District and/or an Improvement Area, the proceeds of the Special Tax shall be used to pay, in whole or in part as applicable, the costs of the following for the subject Fiscal Year as provided in the City of Beaumont Community Facilities District No. 93-1 Indenture of Trusts (the "Indenture of Trust"):

A. The Administrative costs and other incidental expenses of the Improvement Area and/or District; and

B. The Interest scheduled for collection on the outstanding bonded indebtedness related to the applicable Improvement Area and/or District; and

C. The principal scheduled for collection on the outstanding bonded indebtedness related to the applicable Improvement Area and/or District; and

D. The sinking payments scheduled for collection on the outstanding bonded indebtedness relating to the applicable Improvement Area and/or District; and

E. Amounts, if any, needed to replenish the applicable Reserve Account of the Bond Fund to the level of the Reserve Requirement; and

F. Amounts, if any, required to bring the amount on deposit in the Rebate Fund to the required level; and

G. Amounts for approved services.

Section 5: The Auditor-Controller of the County of Riverside is hereby directed to apply to each real property statement for each parcel in such County in the applicable Improvement Area of the District for the Fiscal Year listing the Special Tax due opposite each parcel of land affected, in a line item designated "CFD Special Tax," or any other suitable designation, in accordance with this Resolution.

Section 6: All Special Taxes collected will be paid to the trustee for deposit in the applicable Special Tax fund upon receipt by the City of Beaumont from the Auditor- Controller pursuant to the terms of the Indenture of Trust.

Section 7: The Auditor-Controller shall, at the close of the tax collection period, promptly render to the Director a detailed report showing the amounts of Special Tax installments, penalties, interest, and fees collected, and from which properties collected. Any expenses to be paid to the Auditor-Controller for carrying out the forgoing responsibilities shall be in accordance with a contract, if any, entered into between the District and the Auditor-Controller, pursuant to Section 29304 of the Government Code of the State of California or as otherwise provided by law.

Section 8: This resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 2nd day of August 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
RECUSED: SANTOS

APPROVED:

_____
Lloyd White, Mayor

ATTEST:

_____
Nicole Wheelwright, Deputy City Clerk

EXHIBIT F

SUMMARY OF CFD SPECIAL TAX ENROLLMENT

FISCAL YEAR 2022-2023

Fund Number	District Name	Parcels (for FY 22-23)	Actual FY 2021-22 Levy	Proposed FY 2022-23 Levy
68-2109	CFD No. 93-1 IA 1	79	$198,437	$202,651
68-2110	CFD No. 93-1 IA 2	1	$32,916	$33,575
68-2111	CFD No. 93-1 IA 3	511	$242,398	$242,200
68-2123	CFD No. 93-1 IA 3 SERVICE	511	$190,194	$190,204
68-2112	CFD No. 93-1 IA 4	3	$321,889	$329,367
68-2113	CFD No. 93-1 IA 5	983	$291,635	$298,189
68-2114	CFD No. 93-1 IA 6A	2	$7,269	$7,415
68-2183	CFD No. 93-1 IA 6A1	953	$2,369,700	$2,369,709
68-2088	CFD No. 93-1 IA 6A1 SERVICE	954	$340,578	$340,582
68-1811	CFD No. 93-1 IA 7A1	485	$703,321	$701,725
68-1812	CFD No. 93-1 IA 7A1 SERVICE	537	$191,677	$191,686
68-2139	CFD No. 93-1 IA 7B	234	$294,452	$292,837
68-2095	CFD No. 93-1 IA 7B SERVICE	283	$101,014	$101,019
68-2146	CFD No. 93-1 IA 7C	318	$129,735	$124,533
68-2094	CFD No. 93-1 IA 7C SERVICE	391	$139,564	$139,571
68-2179	CFD No. 93-1 IA 7D	296	$231,747	$233,750
68-2180	CFD No. 93-1 IA 7D SERVICE	296	$105,755	$105,757
68-2127	CFD No. 93-1 IA 8	944	$663,817	$668,737
68-2129	CFD No. 93-1 IA 8 SERVICE	946	$346,577	$346,579
68-2136	CFD No. 93-1 IA 8A	408	$513,953	$513,471
68-2101	CFD No. 93-1 IA 8A SERVICE	178	$65,390	$65,392
68-2140	CFD No. 93-1 IA 8B	192	$449,043	$450,180
68-2102	CFD No. 93-1 IA 8B SERVICE	192	$70,341	$70,345
68-2141	CFD No. 93-1 IA 8C	686	$1,495,337	$1,520,415
68-2149	CFD No. 93-1 IA 8C SERVICE	689	$252,491	$252,501
68-2147	CFD No. 93-1 IA 8D	279	$462,140	$469,467
68-2150	CFD No. 93-1 IA 8D SERVICE	279	102,242	$102,247
68-2104	CFD No. 93-1 IA 8E	372	$672,846	$689,450
68-2161	CFD No. 93-1 IA 8E SERVICE	372	$142,297	$142,303
68-2162	CFD No. 93-1 IA 8F	294	$618,099	$630,100
68-2163	CFD No. 93-1 IA 8F SERVICE	294	$112,461	$112,465
68-2116	CFD No. 93-1 IA 9	69	$60,200	$59,200
68-2124	CFD No. 93-1 IA 9 SERVICE	69	$15,561	$15,561
68-2117	CFD No. 93-1 IA 10	146	$168,998	$165,600
68-2126	CFD No. 93-1 IA 10 SERVICE	147	$33,151	$33,152
68-2118	CFD No. 93-1 IA 11	140	$113,649	$116,650
68-2121	CFD No. 93-1 IA 11 SERVICE	140	$34,012	$34,012
68-2119	CFD No. 93-1 IA 12	106	$113,649	$116,650

68-2130	CFD No. 93-1 IA 12 SERVICE	108	$39,567	$39,567
68-2120	CFD No. 93-1 IA 13	107	$42,732	$42,733
68-2122	CFD No. 93-1 IA 14	1899	$626,797	$632,673
68-2125	CFD No. 93-1 IA 14 SERVICE	1941	$642,725	$642,758
68-2181	CFD No. 93-1 IA 14A	1251	1,136,626	$1,135,944
68-2182	CFD No. 93-1 IA 14B	310	$304,829	$303,309
68-2128	CFD No. 93-1 IA 15	71	$27,510	$27,510
68-2134	CFD No. 93-1 IA 16	240	$597,415	$592,213
68-2093	CFD No. 93-1 IA 16 SERVICE	241	$86,023	$86,027
68-2131	CFD No. 93-1 IA 17A	484	$744,975	$745,667
68-2090	CFD No. 93-1 IA 17A SERVICE	488	$174,187	$174,196
68-2142	CFD No. 93-1 IA 17B	388	$730,645	$736,766
68-2089	CFD No. 93-1 IA 17B SERVICE	390	$139,214	$139,217
68-2144	CFD No. 93-1 IA 17C	215	$479,523	$492,125
68-2098	CFD No. 93-1 IA 17C SERVICE	216	$80,654	$80,657
68-2132	CFD No. 93-1 IA 18	193	$413,422	$411,244
68-2097	CFD No. 93-1 IA 18 SERVICE	194	$69,246	$69,250
68-2135	CFD No. 93-1 IA 19A	542	$1,527,345	$1,529,663
68-2096	CFD No. 93-1 IA 19A SERVICE	599	$210,530	$211,126
68-2137	CFD No. 93-1 IA 19C	667	$1,695,631	1,665,660
68-2099	CFD No. 93-1 IA 19C SERVICE	669	$240,760	$240,773
68-2143	CFD No. 93-1 IA 20	106	$248,506	$250,317
68-2091	CFD No. 93-1 IA 20 SERVICE	106	$38,147	$38,149
68-2138	CFD No. 93-1 IA 23	65	$26,875	$26,876
68-1818	CFD No. 2016-1	372	$576,634	$576,538
68-1819	CFD No. 2016-1 SERVICE	372	$132,797	$132,803
68-0045	CFD No. 2016-2	527	$666,894	$669,100
68-0043	CFD No. 2016-2 SERVICE	527	$195,823	$195,828
68-0046	CFD No. 2016-2 PUBLIC SERVICE	527	$268,391	$268,400
68-0204	CFD No. 2016-3	373	$486,922	$598,869
68-0205	CFD No. 2016-3 SERVICE	373	$26,178	$32,881
68-0206	CFD No. 2016-3 PUBLIC SERVICE	373	$151,256	$189,968
68-0047	CFD No. 2016-4	346	$275,672	$272,475
68-0049	CFD No. 2016-4 SERVICE	346	$27,410	$27,413
68-0048	CFD No. 2016-4 PUBLIC SERVICE	346	$176,211	$176,217
68-0208	CFD No. 2018-1 PUBLIC SERVICE	510	$195,587	$259,771
68-0209	CFD No. 2019-1	118	$144,636	$143,288
68-0210	CFD No. 2019-1 SERVICE	118	$35,578	$35,579
68-0211	CFD No. 2019-1 PUBLIC SERVICE	118	$60,102	$60,104
68-0425	CFD No. 2021-1	201	$0	$520,000
68-0426	CFD No. 2021-1 SERVICE	201	$0	$41,205
68-0427	CFD No. 2021-1 PUBLIC SERVICE	201	$0	$102,309
Total		**31,218**	**$26,142,510**	**$27,092,415**

FY 2022-2023

CFD Annual Levy

August 2, 2022

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CALIFORNIA

Annual Enrollment

Each year Council approves the annual enrollment resolutions. The FY 2022-23 Special Tax Levy includes:

- 36 Improvement Areas of CFD 93-1
  62 Separate Taxes
- CFD Nos. 2016-1, 2016-2, 2016-3, 2016-4, 2018-1, 2019-1, & 2021-1
  18 Separate Taxes
- Includes reductions to the Proposed Services Special Tax Levy

Purpose of the Enrollment

The Special Taxes collected each year pay for the following:

- Annual debt service on bonds
- Costs of providing maintenance services
- Costs of providing public safety services
- Administration costs
- Collection of Future Facilities funds (for CFD's which are developing or have not issued the final series of Bonds)

Master Budget Summary

There are approximately **33,690** separate charges proposed for enrollment on **14,705** individual parcels within the City

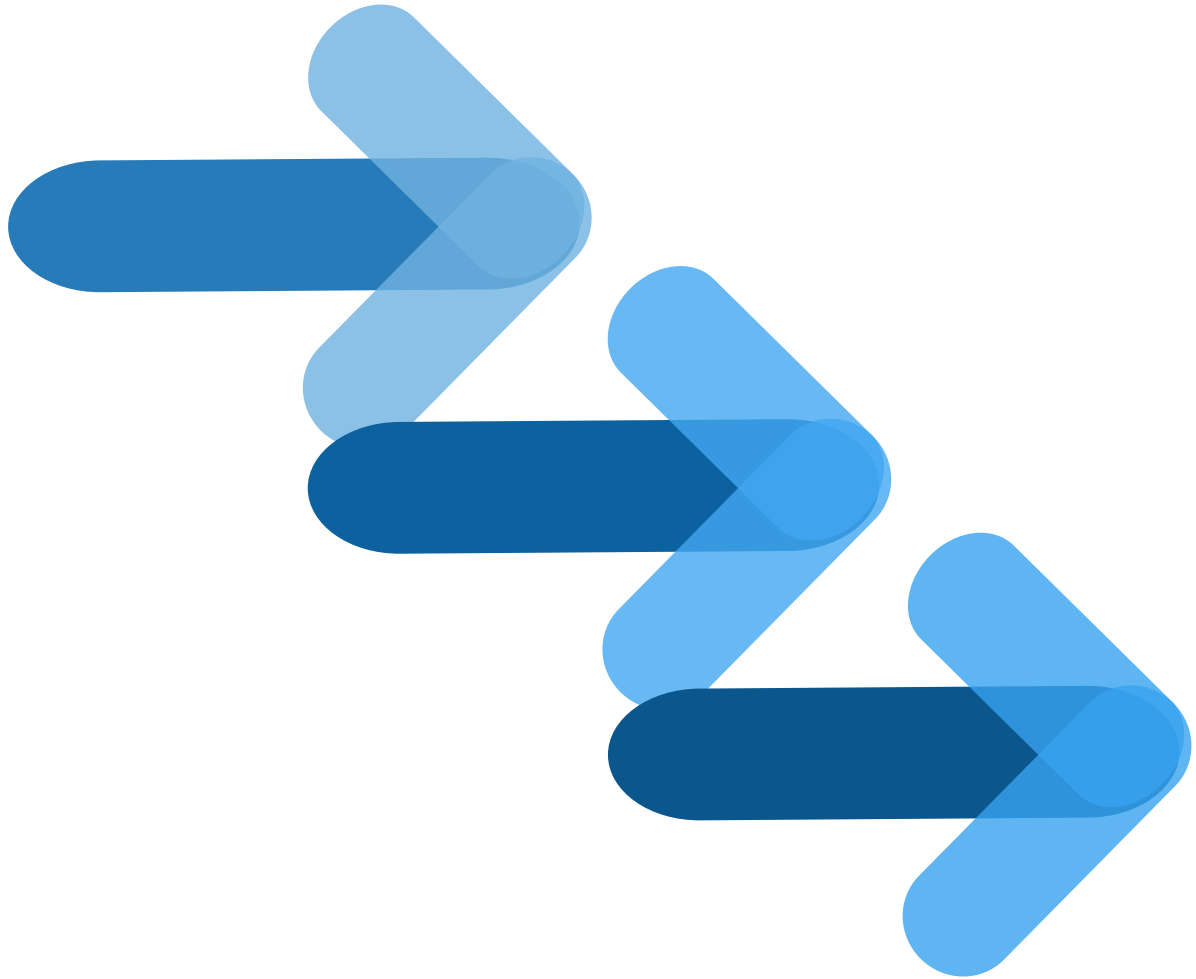
Budget Line Items	FY 2021-22 Actual	FY 2022-23 Proposed	Total Change	% Change
Debt Service Payment	$19,291,415	$19,358,916	$67,501	0.3%
Maintenance Services	$4,074,485	$4,115,160	$40,675	1.0%
Public Safety Services	$766,416	$951,091	$184,675	24.1%
Administrative Expenses	$1,553,653	$1,612,374	$58,721	3.8%
Delinquency Reserve	$0	$0	$0	N/A
Future Facility	$456,922	$1,058,869	$601,947	131.7%
Total Expenses	**$26,142,892**	**$27,096,410**	**$953,519**	**3.7%**

Changes this Year

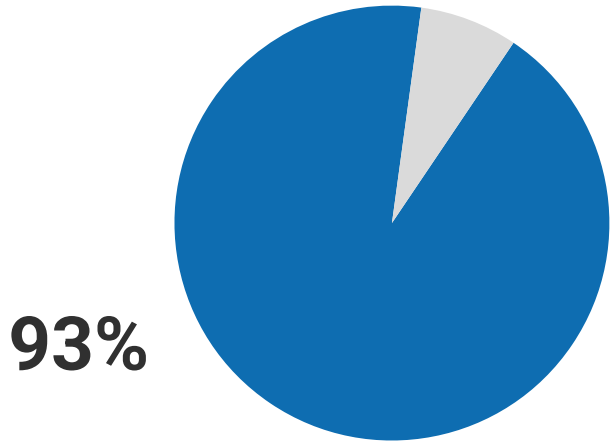
The proposed services special tax enrollment for FY 22-23 provides for a savings to property owners

FY 2022-23 Savings vs. Maximum Rates

- Projected savings of approximately $738,451
- 29 IAs and 8 CFDs
- 13,919 Parcels



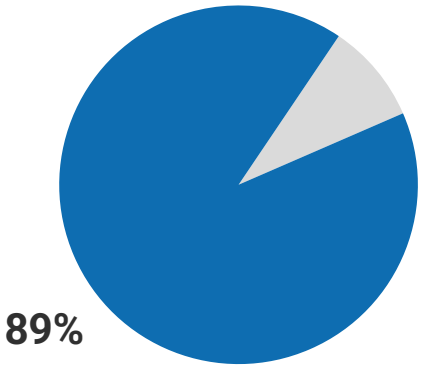
Savings Summary for Changes this Year



Reduction in Services
Special Tax

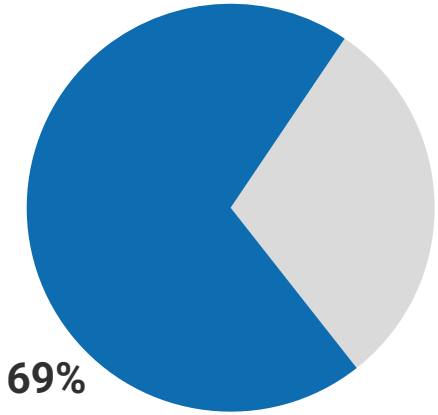
CFD Total Parcel Count – 14,705

Aggregate Savings Summary



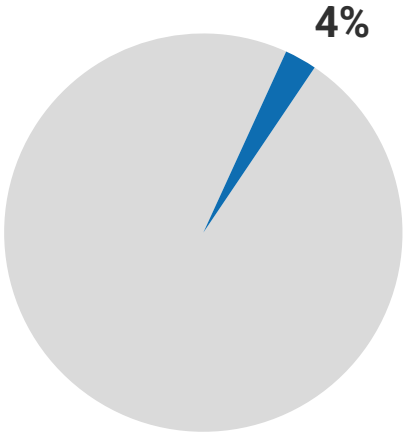
Pay-Go Reduction

13,113 Parcel Count



Refinancing

10,098 Parcel Count



No Changes

654 Parcel Count

CFD Total Parcel Count – 14,705

Totals above intentionally do not add up to CFD Total. Parcels may be counted in more than one category.

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BEAUMONT
CALIFORNIA

FY 2022-2023 CFD Annual Levy

August 2, 202

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE August 2, 2022

SUBJECT: **Award a Public Works Agreement to Kemcorp Construction Inc. for Construction of Westside Fire Station CIP 2018-028**

Background and Analysis:

On January 19, 2022, CIP 2017-028 Westside Fire Station (Project) was publicly advertised soliciting construction bids. On March 11, 2022, ten (10) bids were received and publicly opened. A bid protest was received on April 24, 2022; subsequently, the two lowest bidders were deemed non-responsive, and on June 21, 2022, City Council rejected all bids and authorized staff to readvertise for construction bid.

Pursuant to City Council's direction, the Project was readvertised on June 22, 2022. On July 18, 2022, seven (7) bids were received and publicly opened. The following is a summary of the received bids:

1. Kemcorp Construction Inc. (Kemcorp)	$7,475,000
2. AMG	$7,565,000
3. Archico	$7,780,000
4. Robert Clapper Construction	$7,791,000
5. Dalke & Sons	$7,964,890
6. Horizons Construction	$8,081,747
7. Newman Midland	$10,612,198

Kemcorp was the apparent low bidder. The City received two bid protests, and in coordination with the City Attorney's Office reviewed the protest. It was determined that Kemcorp's bid substantially conforms to a call for bids and may be accepted as the variance does not appear to have affected the amount of the bid, or given the bidder an advantage or benefit not allowed other bidders.

Kemcorp possesses the appropriate contractor's license, has provided all requested information and bid bonds, and provided requested references as required by the contract documents

Therefore, staff is recommending the City Council waive all minor bid irregulates and award a public works agreement to Kemcorp for construction of the Project.

Fiscal Impact:

Project funding is based on the approved 5-Year CIP for various years as summarized below:

FY17/18	DIF	$1,000,000
FY18/19	DIF	$3,100,000
FY20/21	Bond Proceeds	$3,984,954
FY20/21	General Fund Reserves	$565,045
Total		$8,649,999

The following table is a summary of the project budget prior to the award of the public works agreement to Kemcorp:

2017-028 Project Accounting Summary				
Project Components	**Budget**	**Encumbered**	**Paid to Date**	**Remaining Budget**
Project Management	$ 2,500	$ (2,317)	*$ 2,317*	$ 183
Preliminary Services	$ 7,500	$ (7,500)	*$ 7,500*	$ -
Environmental	$ 150,000	$ (146,559)	*$ 63,977*	$ 3,441
Design	$ 270,000	$ (270,101)	*$ 237,273*	$ (101)
Construction	$ 8,113,500			$ 8,113,500
Construction Management	$ 40,000			$ 40,000
Permits	$ 66,499			$ 66,499
Equipment				
Project Accounting Summary Totals	**$ 8,649,999**	**$ (426,477)**	***$ 311,067***	**$ 8,223,522**

The public works agreement for construction is in an amount not to exceed $7,475,000. Staff is recommending a contingency of $638,500, or approximately 9% of the public works agreement, to allow for incidental expenses, for a total construction budget of $8,113,500. The construction budget will be established from the available CIP budget as shown in the preceding table.

Recommended Action:

Waive all minor bid irregulates and award a public works agreement to Kemcorp Construction Inc. for construction of Westside Fire Station CIP 2018-028 in an amount not to exceed $7,475,000; and, authorize the City Manager to sign change orders up to an additional $638,500 for a total construction budget of $8,113,500.

Attachments:

A. Public Works Agreement (Kemcorp)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and effective August 02, 2022 by and between the City of Beaumont, a municipal corporation ("CITY"), and KEMCORP Construction Inc. ("CONTRACTOR"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. SCOPE OF WORK

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the Westside Fire Station CIP 2017-028 (hereinafter "Project"). CITY's Invitation for Bids ("Invitation") for the Project, dated June 22, 2022, and CONTRACTOR's Bid in response to the Invitation, dated July 18, 2022, are attached hereto as Exhibits A and B, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation. In the event that any terms of the Bid are different from the Invitation for Bids, the Invitation for Bids shall control. Any additional terms in the Bid that purport to bind the City to any additional terms not contained in this Agreement and related attachments shall not be binding on the City.

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

II. TIME FOR PROJECT COMPLETION

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

III. THE CONTRACT SUM

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of seven million four hundred seventy-five thousand dollars ($7,475,000.00).

IV. PROGRESS PAYMENTS

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

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

V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT

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

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

VI. PREVAILING WAGES

A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.

B. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

VII. RECORD AUDIT

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

VIII. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the

Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

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

X. INSURANCE

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

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

A. Types of Insurance

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

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

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

3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

    - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
    - Pay on behalf of wording as opposed to reimbursement;
    - Concurrency of effective dates with primary policies;
    - Policies shall "follow form" to the underlying primary policies; and
    - Insureds under primary policies shall also be insureds under the umbrella or excess policies.

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

CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees.

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

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

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

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

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

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sublimits and shall be submitted to the CITY prior to commencement of construction.

B. Other provisions or requirements

1. **Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

2. **Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

3. **Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and

umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

4. **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.

5. **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

6. **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

7. **Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

8. **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

9. **Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

10. **Additional insured status**. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

11. **Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

12. **Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

13. **Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

14. **CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.

15. **Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

16. **Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

17. **Additional insurance**. CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

XI. CONTRACTOR'S LICENSE

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

XII. REGISTRATION REQUIREMENTS

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

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

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

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

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

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

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

XIII. CORPORATION IN GOOD STANDING

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

XIV. PROVISIONS REQUIRED BY LAW

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

XV. SUBSURFACE HAZARDOUS MATERIALS

A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:

1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.

B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR’s cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.

C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR’s cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the

Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

XVI. COMPONENT PARTS OF THE CONTRACT

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

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

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

XVII. ENTIRE CONTRACT

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

[Signatures on following page.]

SIGNATURE PAGE TO

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

CITY:

CITY OF BEAUMONT

By:
_____
Mayor

CONTRACTOR:

KEMCORP Construction Inc.

By: _____

Print Name: _____

Title:
_____

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "A"

CITY'S INVITATION FOR BIDS

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "B"

CONTRACTOR'S Bid

(Insert behind this page.)

CITY OF BEAUMONT
PUBLIC WORKS AGREEMENT

EXHIBIT "C"

Insurance Certificates and Endorsements

(Insert behind this page.)

NOTICE INVITING BIDS

The City of Beaumont, Public Works Department ("City") is soliciting bids for:

CIP 2017-028 WESTSIDE FIRE STATION

BID DATES, TIMES, & LOCATIONS:

Bid Published:	June 22, 2022
Bids Must Be Received By:	July 18, 2022 @ 11:00 AM
Place Of Bid Receipt:	550 E. Sixth Street (City Hall) Beaumont, CA 92223
Questions In By:	July 6, 2022 @ 11:00 A.M.
Bid Opening Date:	July 18, 2022 @ 11:15 AM
Bid Opening Location:	550 E. Sixth Street (City Hall), Room 4 Beaumont, CA 92223

Bids received after this time will be discarded. Bids shall be valid for 60 calendar days after the bid opening date. Bids must be submitted on the City's Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted with the following subject:

"BID FOR CIP 2017-028 WESTSIDE FIRE STATION"

LOCATION OF WORK:
The work to be completed is located on a City-owned parcel at the northeast corner of Potrero and Olivewood, in the City of Beaumont. APN 414-120-042.

DESCRIPTION OF WORK:
The proposed work shall be performed in accordance with the Contract; General, Special, and technical Specifications and Drawings.

In general, the work includes construction of a new Fire Station with a 4,730 sq ft offices, day room, Dormitories, kitchen, and weight room wing and a 4,790 sq ft apparatus bay. Site development of the ~4.09 ac parcel includes grading, drainage devices, paving, utility construction, utility connections, driveways, sidewalks, block walls, water quality features, and landscaping.

CONTRACT LENGTH:
The work for this contract shall not exceed 360 calendar days. Contract time shall commence based on the contractor's lead time of construction material. Appliances are excluded from contract time commencement negotiations.

AWARD OF CONTRACT:
The City shall award the Contract for the Project to the lowest responsive, responsible

bidder as determined from the base bid. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.
The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract. For further information, please see the form titled "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" within the Bid Documents.

CONTRACT DOCUMENTS AND SPECIFICATION:
Copies of the Contract Documents and Specification are available for inspection at no cost to the bidder at City Hall. The documents can also be downloaded from the City's Website (https://www.beaumontca.gov) and WWW.PUBLICPURCHASE.COM and reviewed at no cost.

BID & BIDDER:
Bids must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of the City in an amount not less than ten percent (10%) of the submitted Total Bid Price.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the City with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

- Class "A" and/or Class "B"

FOR FURTHER INFORMATION CONTACT:
Public Works Department
Tel: (951) 769-8522
E-mail: rvestal@beaumontca.gov

INSTRUCTIONS TO BIDDERS

AVAILABILITY OF CONTRACT DOCUMENTS:
Bids must be submitted to the City on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain one (1) complete set of Contract Documents at no cost. Contract Documents may be obtained from the City at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability of Contract Documents. Any applicable charges for the Contract Documents are outlined in the Notice Inviting Bids. The City may also make the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the City to obtain the required Contract Documents if they decide to submit a bid for the Project.

EXAMINATION OF CONTRACT DOCUMENTS:
The City has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

INTERPRETATION OF CONTRACT DOCUMENTS
Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the City by submission of a written request for an interpretation or correction to the City. Such submission, if any, must be sent to the Project Manager by faxing (951)769-8526 or emailing to rvestal@beaumontca.gov. Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has purchased a set of Contract Documents. The City will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation. Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSPECTION OF SITE:
Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the

construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project.

ADDENDA:
The City reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the City shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the City issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the City will extend the deadline for submission of bids. The City may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide City a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the City can contact the bidder. Copies of Addenda will be furnished by facsimile, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Public Works Department to verify that he has received all Addenda issued, if any, prior to the bid opening.

ALTERNATE BIDS
If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the City may choose to award the contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The City may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

COMPLETION OF BID FORMS
Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the City will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting “N/A” where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

MODIFICATIONS OF BIDS:
Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

DESIGNATION OF SUBCONTRACTORS:
Pursuant to the funding regulation, the Bidders must designate the name and location of each subcontractor who will perform work or render services for in the amount in excess of one-half of 1 percent of the prime contractor's total bid, as well as the portion of work each such subcontractor will perform on the form provided herein by the City. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

LICENSING REQUIREMENTS:
Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the City shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the City shall reject the Bid. The City shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the City of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

SIGNING OF BIDS:
All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be

under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

BID GUARANTEE (BOND):
Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the City; (c) a cashier's check made payable to the City; or (d) a bid bond payable to the City executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the City and the City may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

SUBMISSION OF BIDS:
Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be mailed or hand delivered to the City at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via facsimile, or any other electronic means will be considered unless specifically authorized by City as provided herein.
Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. City reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with City's designated methods for delivery.

DELIVERY AND OPENING OF BIDS
Bids will be received by the City at the address shown in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids at the address specified in the NIB. The City may in its sole discretion, elect to postpone the opening of the submitted Bids. City reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

WITHDRAWAL OF BID:
Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

BASIS OF AWARD; BALANCED BIDS:
The City shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The City may reject any Bid which, in its opinion when compared to other bids received or to the City's internal estimates, does not accurately reflect the cost to perform the Work. The City may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID:
No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the City. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

INSURANCE REQUIREMENTS:
The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

AWARD PROCESS:
Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the City Council may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the City notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the City with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the City receives all of the properly drafted and executed documents and certifications from the Bidder, the City shall issue a Notice to Proceed to that Bidder.

FILING OF BID PROTESTS
Bidders may file a "protest" of a Bid with the City's City Engineer. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed in writing within five (5) calendar days after the bid opening date;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation

being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's City Engineer, or other designated City staff member, shall review the basis of the protest and all relevant information. The City Engineer will provide a written decision to the protestor. The protestor may then appeal the decision of the City Engineer to the City Manager.

WORKERS COMPENSATION:
Each bidder shall submit the Contractor's Certificate Regarding Workers' Compensation form.

SUBSTITUTION OF SECURITY:
The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The City will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the City will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

PREVAILING WAGES:
Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the County of Riverside in which the work is to be done, have been determined by the Director of the Department of Industrial Relations, State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at www.dir.ca.gov. Future effective prevailing wage rates which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Contract is subject to compliance monitoring and enforcement by the DIR. Beginning March 1, 2015, with very limited exceptions, no contractor or subcontractor may be listed on a bid proposal for this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. Beginning April 1, 2015, no contractor or subcontractor may be awarded this Contract unless registered with the DIR pursuant to Labor Code section 1725.5. The DIR registration number for each contractor and subcontractor must be identified on the bid proposal - failure to identify this number could result in the bid being rejected as non-responsive. It is each bidder's responsibility to ensure that they have fully complied with SB 854. The City will report all necessary contracts to the DIR as required by the Prevailing Wage Laws.

DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS:
In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS:
Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the City four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the City and included in the Contract Documents. Failure to do so may, in the sole discretion of City, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

REQUEST FOR SUBSTITUTIONS
The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES
Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

EXECUTION OF CONTRACT
As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The City may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTIONS TO BIDDERS

KEMCORP

To:

City of Beaumont
550 E. Sixth Street, (City Hall) Room 4
Beaumont, CA 92223

From:

Kemcorp Construction, Inc.
2060 E. Locust Street, Unit G
Ontario, CA 91761
909-947-0639

Westside Fire Station
Project #CIP 2017-028

Bid Submission Date: July 18, 2022
11:00 AM

BID FORM

NAME OF BIDDER: Kemcorp Construction, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

CIP 2017-028 WESTSIDE FIRE STATION

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following BASE BID TOTAL BID PRICE:

BASE BID	BASE BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
TOTAL BID PRICE	Seven million, four hundred Seventy-Five Thousand + no/100	7,475,000

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

BASE BID

BID SCHEDULE A
CIP 2017-028 WESTSIDE FIRE STATION

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
1	Bond, Insurance, General Requirements, & Mobilization	1	LS		280,000
2	Stormwater Compliance, including: WDID, SMART, SWPPP, NOI, and NOT.	1	LS		15,000
3	Site Clearing (311000), including: clearing and grubbing, stripping and stockpile topsoil, and temporary erosion and sedimentation control measures.	1	LS		25,000
4	Grading (312000), including: preparing subgrades for slabs-on-grade, walks, pavements, and exterior planting areas; excavating and backfilling for buildings and structures; drainage course for slabs-on-grade; excavating and backfilling for utility trenches.	1	LS		400,000
5	Concrete Paving (321320), including: driveways and roadways, parking lot, curbs & gutters, walkways, and ramps	1	LS		400,000
6	AC Paving, including: ac paving, trench repair, and ac berm.	1	LS		50,000
7	Traffic Coatings (071800), including: pedestrian traffic ADA Path of Travel, vehicular traffic ADA Parking, and parking area(s) striping.	1	LS		5,000
8	Signage (101400), including: plaques, dimensional characters, panel signs, and Photoluminescent signs.	1	LS		20,000
9	Truncated Domes	1	LS		15,000
10	Site Walls, including: trash enclosure and retaining walls.	1	LS		10,000
11	Flagpole (107500)	1	LS		10,000

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
12	Fuel Dispensing Station, including: all components necessary for installation and full operation	1	LS		109,000
13	Propane Tank, including: all components necessary for installation and full operation				25,000
14	Site Lighting	1	LS		55,000
15	Site Storm Drain System, including: pipe, inlets, drains, rip rap, and basins	1	LS		350,000
16	Site Water Distribution System	1	LS		79,000
17	Site Sanitary Sewer System	1	LS		100,000
18	Offsite Sanitary Sewer System	1	LS		125,000
19	Site Natural Gas System	1	LS		5,000
20	Decretive Metal Fences & Gates (323119), including: Steel fences, steel rolling gates, gate operators, including controls, and trash enclosure swing gate.	1	LS		170,000
21	Planting Irrigation (328400), including: piping, encasement for piping, manual valves, pressure-reducing valves, automatic control valves, automatic drain valves, transition fittings, miscellaneous piping specialties, sprinklers, quick couplers, drip irrigation specialties, controllers, and boxes for automatic control valves.	1	LS		40,000
22	Plants (329300), including: plants, planting soils, and tree stabilization	1	LS		35,000
23	All other items incidental to the site, not identified, referenced, or implied in other items and otherwise shown on contract documents.	1	LS		100,000
24	Foundation & Slab on Grade (033000), including: formwork, reinforcement,	1	LS		650,000

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
	concrete materials, mixture design, placement procedures, and finishes.				
25	Roof Accessories (077200), includes: roof curbs, equipment supports, and roof hatches	1	LS		55,000
26	Sheet Metal (076200), including: manufactured through-wall flashing and counterflashing, manufactured reglets and counterflashing, formed roof drainage sheet metal fabrications, formed low-slope roof sheet metal fabrications, formed equipment support flashing, formed wall flashing and trim, and formed roof drainage system.	1	LS		45,000
27	Structural Steel (051200), including: Structural steel for trellis and grout	1	LS		165,000
28	Metal Fabrications (055000), including: miscellaneous steel framing and supports; galvanized steel trellis framing, porch roof, porch roof supports and accessories; shelf angles; metal ladders; steel saddles and plates for site built wood trusses and wood beams; structural-steel door frames; miscellaneous steel trim; metal bollards; metal corner guards; handrails other than pipe or tube railings (all exterior handrails and accessories to be galvanized steel); metal Gates (vehicle and man and accessories to be galvanized steel); bike rack	1	LS		15,000
29	Rough Carpentry (061000), including: framing with dimension lumber, framing with engineered wood products, shear wall panels, rooftop equipment bases and support curbs, wood blocking, cants, and nailers, wood furring and grounds, wood sleepers, and plywood backing panels.	1	LS		900,000

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
30	Plumbing	1	LS		400,000
31	Fire Sprinkler System	1	LS		60,000
32	Tile Roof (073216), including: Concrete roof tiles, underlayment, and ridge vents.	1	LS		95,000
33	Roof Membrane (mechanical Well)	1	LS		30,000
34	HVAC System	1	LS		260,000
35	Pylmovent Exhaust Removal System	1	LS		80,000
36	Electrical System	1	LS		600,000
37	Automatic Transfer Switch	1	LS		4,000
38	Emergency Generator	1	LS		60,000
39	Communication System (conduit only)	1	LS		9,000
40	Telephone System (conduit only)	1	LS		6,000
41	Fire Alarm System (conduit only)	1	LS		22,000
42	Steel Doors & Frames	1	LS		125,000
43	Windows	1	LS		85,000
44	Hydraulic Bi-folding Doors	1	LS		105,000
45	Overhead Coiling Door	1	LS		60,000
46	Building Insulation (072100), includes: extruded polystyrene foam-plastic board at foundation edges of perimeter footings and up to window sills as shown on the drawings, and glass-fiber blanket. R VALUE for Roof (SEE	1	LS		45,000

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
	TITLE 24) – no backing and R-19 exterior walls.				
47	Portland Cement Plaster (092400), includes: exterior vertical plasterwork (stucco), exterior horizontal and nonvertical plasterwork (stucco), interior vertical plasterwork, and interior horizontal and nonvertical plasterwork.	1	LS		39,000
48	Gypsum Board with Level 5 Finish (092900), interior gypsum board.	1	LS		135,000
49	Cabinetry	1	LS		300,000
50	Counters	1	LS		15,000
51	Flush Wood Doors	1	LS		15,000
52	Finish Carpentry	1	LS		5,000
53	Sealants	1	LS		5,000
54	Acoustic Ceilings	1	LS		10,000
55	Tile	1	LS		40,000
56	Painting	1	LS		100,000
57	Floor Finishes	1	LS		75,000
58	Visual Display Boards	1	LS		1,500
59	Toilet Accessories	1	LS		10,000
60	Postal Specialties (105500), including: USPS-approved horizontal mail receptacles, vertical mail receptacles, USPS-approved cluster box units (CBUs), USPS-approved parcel lockers, USPS-approved collection boxes, and accessories.	1	LS		3,500

ITEM NO.	DESCRIPTION OF ITEMS	EST. QUANTITY/UNIT		UNIT PRICE (FIGURES)	TOTAL COST (FIGURES)
61	Gear Grid Lockers	1	LS		15,000
62	Fire Extinguishers	1	LS		2,000
63	Residential Appliances	1	LS		75,000
64	Miscellaneous Equipment	1	LS		15,000
65	All other items incidental to the building, not identified, referenced, or implied in other items and otherwise shown on contract documents.	1	LS		15,000
PROJECT BASE BID SUBTOTAL:					7,475,000

Items include special specification section references (xxxxxx) where applicable. Contractor shall verify section and all specifications for bid item. Listed references and "including" list is not intended to provide a complete list of included items. All specifications shall be considered when bidding on each item.

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

BID CERTIFICATION

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors,

License No. 934522

Expiration Date 06/30/23

Class of license Class A and B

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents:

1. Addenda No. 1 thru 2
2. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
3. Attached is the fully executed Non-Collusion Affidavit form.
4. Attached is the completed Designation of Subcontractors form.
5. Attached is the completed Bidder Information Form.
6. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.

Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Kemcorp Construction, Inc.

Signature

Name and Title Jason Bollinger, President

Dated 7/5/22

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

CIP 2017-028 WESTSIDE FIRE STATION

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder	Kemcorp Construction, Inc.
Signature	
Name and Title	Jason Bollinger, President
Dated	7/5/22

BID BOND

CIP 2017-028 WESTSIDE FIRE STATION

The makers of this bond are,

KEMCORP Construction, Inc.
as Principal, and

Argonaut Insurance Company
, as Surety

and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 13, 2022, for

CIP 2017-028 WESTSIDE FIRE STATION.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 5th day of July, 2022, the name and corporate seal of each corporation.

(Corporate Seal)

KEMCORP Construction, Inc.
Principal

Jason Bollinger
By

President
Title

Argonaut Insurance Company
Surety

By

Lawrence F. McMahon
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Attorney-in-Fact
Title

STATE OF CALIFORNIA)
) ss.
CITY OF _____)

On this _____ day of _____, in the year 2022, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____ (Surety) thereto and his own name as Attorney-In-Fact.

Please See Attached California All-Purpose Acknowledgment

_____
Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Diego)

On 7/5/2021 before me, Natassia Kirk-Smith, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

NATASSIA KIRK-SMITH
Notary Public - California
Orange County
Commission # 2253818
My Comm. Expires Aug 12, 2022

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lawrence F. McMahon	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Lawrence F. McMahon, Maria Hallmark

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

by: _____

Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M MEEKS
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/15/25
NOTARY ID 557902-8

Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 5th day of July, 2022.

ARGONAUT INSURANCE COMPANY CORPORATE SEAL 1948 ILLINOIS

Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

ARGO POWER OF ATTORNEY

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

STATE OF CALIFORNIA)
) ss.
CITY OF Ontario)

On this 5th day of July, in the year 2022, before me, Melissa Reynolds, a Notary Public in and for said state, personally appeared Jason Bollinger, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the Argo Surety (Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State
Melissa Reynolds, Notary Public

M. REYNOLDS
Notary Public - California
San Bernardino County
Commission # 2363111
My Comm. Expires Jun 28, 2025

(SEAL)

Commission expires: 6/28/25

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

DESIGNATION OF SUBCONTRACTORS

CIP 2017-028 WESTSIDE FIRE STATION

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Demo, grading asphalt, concrete	Aguilera Brothers	Santa Paula, CA	873775	1000027549	18%
Offsite utilities				[redacted]	[redacted]
Fencing	Iver Fence	Santa Fe Springs, CA	1063022	1000708650	2%
Landscape	Wild Bloom	LOS OSOS, CA	1001215	1000060161	1.5%
CMU masonry	~~[illegible]~~ OB Majestic Masonry	Upland, CA	458955	1000005521	1%
Structural Steel	KCB Towers	Highland, CA	503206	1000001570	1.5%

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Sheet metal	american sheet metal	Mentone CA	859704	1000035 8980	1%
Carpentry	Oak Hollow	Lidomar, CA	1051967	1000 364957	10%
Insulation	TRUE Team	Riverside CA	1034361	10000 54846	.5%
Roofing	Superior Roof	San marcos CA	469231	100000 2038	1.5%
Doors Frames & Hardware	Star Hardware	Ontario, CA	766703	100000 5159	1.6%
Glazing	State Glass	arcadia CA.	893323	100000 4146	1.2%
Coiling & Bi-folding Door	Inland Overhead Doors	Colton CA	492369	10000 17098	1.8%
Drywall	Thomas Gilstrap	Riverside, CA	599696	100000 7869	1.7%
Plaster	Sunbeak	Newport Beach, CA	553434	10006 54259	4.5%
Tile	Ceramic Contractors Marble	corona CA	394	100000 2594	.5%

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
Painting	Paint Blast VS	long Beach CA	1084260	1000 853906	1 %
Exhaust System	Plymovent Air exchange	Ontario CA	664135	100000 111666	1 %
Diesel tank	Jauregui Culver	escondido CA	708231	1000 562477	1 %
fire protection	So Cal Fire	TUSTIN, CA	898658	100000 62911	1 %
Plumbing	KE Rodgers	Redlands CA	1000195	10006 33838	4.5%
HVAC	Daniels	loma linda CA	410726	1000 19282	3.5%
Electrical	Broadvike	Palm Springs CA	482623	100000 9363	9 %

Name of Bidder: Kemcorp Construction, Inc.

Signature:

Name and Title: Jason Bollinger, President

Dated: 7/5/22

DESIGNATION OF SUBCONTRACTORS

City of Beaumont
Request for bid

Westside Fire Station
CIP 2017-028

Portion of the Work	Subcontractor	Location of Business	License Number.	Public Works Contractor Registration Number	% of Work
low voltage	Apple Valley Comm	Apple Valley, CA	542642	1000002294	1%

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

CIP 2017-028 WESTSIDE FIRE STATION

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Kemcorp Construction, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 2060 E. Locust Street, Suite G, Ontario, CA 91761

909-947-0624 (Facsimile Number) 909-947-0639 (Telephone Number)

4.0 License Information:

934522	Class A & B	6/30/23
License No.	Class of License	Expiration Date

1000002295
DIR Registration No.

5.0 How many years has Bidder's organization been in business as a Contractor?

13.5 Years

6.0 How many years has Bidder's organization been in business under its present name? 13.5 Years

5.1 Under what other or former names has Bidder's organization operated?

N/A

7.0 If Bidder's organization is a corporation, answer the following:

7.1 Date of Incorporation: 10/06/2008

7.2 State of Incorporation: California

7.3 President's Name: Jason Bollinger

7.4 Vice-President's Name(s): "

7.5 Secretary's Name: "

7.6 Treasurer's Name: "

8.0 If an individual or a partnership, answer the following:

8.1 Date of Organization:

N/A

8.2 Name and address of all partners (state whether general or limited partnership):

N/A

9.0 If other than a corporation or partnership, describe organization and name principals: N/A

10.0 List other states in which Bidder's organization is legally qualified to do business.

California

11.0 What type of work does the Bidder normally perform with its own forces?

General Contracting, Demo, Carpentry, Drywall/Plaster and Misc. Specialties

12.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

13.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

14.0 List Trade References:

Max Floor Restoration & Waterproofing - Inocente Apreza - inocenteapreza@att.net

Aguilera Bros. Construction - Alma Aguilera - aaguilera@aguilerabrothers.com

Aguirre Brothers - David Aguirre - agbrothersinc@gmail.com

15.0 List Bank References (Bank and Branch Address):

Pacific Premier Bank -La Verne - Humera Dadabhoy - hdadabhoy@ppbi.com

16.0 Name of Bonding Company and Name and Address of Agent:
Argo Group US
P.O. Box 469011, San Antonio, TX 78246
Ramona Seidman - Cell - 925-286-2759
Office - 415-757-2578
ramona.seidman@argosurety.com

B. LIST OF CURRENT PROJECTS (Backlog)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone
N/A - Finsihed	our last project January 2022			

INFORMATION REQUIRED OF BIDDERS
29

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone
Sulphur Springs Union School District	Sulphur Springs Comm. School Improvements	7/2020 to 1/2022	$8,056,000	Dean Matthews 661-252-3017
Chino Valley Unified School District	Interim Housing for CS & RR Elementary -Site	6/3/19 to 8/9/19	$1,873,916	Anna Hamilton 909-628-1202
Barbara Webster Elementary School	Site Work & Parking lot improvements	10/2/18 to 8/14/19	$652,600	Doug Henning 805-861-8353
Los Angeles County Sanitation District	Pomona WRP Asphalt & Fencing Repairs	11/27/17 to 12/17/18	$917,621.20	Jack Shirian 562-908-4288

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:
The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Jason Bollinger, Project Manager/Quality Assurance Management - 100%

Melissa Reynolds, Project Administrator/Safety Coordinator - 100%

David Aguirre, Project Superintendent 100%

2. Summarize each person's specialized education:

Jason Bollinger, B.A. in Business Management, Certified in Construction Management, LEED Certified

Melissa Reynolds, 30 Hour OSHA Certified, First Aid/CPR Certified, Notary Public

David Aguirre, has 26 Years of Public Works experience

3. List each person's years of construction experience relevant to the project:

Jason Bollinger has worked in construction and public works for 22 Years

Melissa Reynolds has worked in construction for 25 Years, 15 of it has been Public Works

David Aguirre has worked in construction and Public Works for 26 Years

4. Summarize such experience:

Jason has been a superintendent, project manager, safety supervisor, quality assurance manager throughout his work. Jason has built schools, fire stations, libraries, transit centers and water reclamation plants.

Melissa has been an project adminsitrator, safety officer for schools, fire stations, libraries, transit centers and water reclamation plants.

David has been a laborer, foremen and a superintendent for schools, senior centers and fire stations.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder: I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder	Kemcorp Construction, Inc.
Signature	
Name and Title	Jason Bollinger, President
Dated	7/5/22

NON-COLLUSION AFFIDAVIT

CIP 2017-028 WESTSIDE FIRE STATION

I, Jason Bollinger, being first duly sworn, deposes and says that he is of President the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder	Kemcorp Construction, Inc.
Signature	
Name and Title	Jason Bollinger, President
Dated	7/5/22

CITY OF BEAUMONT

ADDENDUM NO. 1

TO THE BIDDING DOCUMENTS &CONTRACT,

CIP 2017-028 WESTSIDE FIRE STATION (REBID)

Bidders are advised that the bid opening for the above referenced contract are hereby amended in the following manner and the following manner only:

a. The bid deadline is extended to July 18, 2022 @ 11:00am
b. Bid opening is rescheduled for July 18, 2022 @ 11:15am @ City Hall, Room 4 (no electronic submittals will be accepted)
c. Contract Length revised to 360 days
d. Designation of subcontractors revised to read "for in the amount in excess of one-half of 1 percent of the prime contractor's total bid"
e. Responses to questions
f. Plan Holders list AKA ACCESS REPORT.

Dated: July 7, 2022

By: _____
Robert L. Vestal,
Assistant Director of Public Works

By: Kemcorp Construction, Inc.
(Bidder's Company Name)

(Bidder's Signature)

Jason Bollinger, President
(Type or Print Name)

Date Received by Bidder:

7/11/22

Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.

CITY OF BEAUMONT

ADDENDUM NO. 2

TO THE BIDDING DOCUMENTS &CONTRACT,

CIP 2017-028 WESTSIDE FIRE STATION (REBID)

Bidders are advised that the bid opening for the above referenced contract are hereby amended in the following manner and the following manner only:

a. Added revised plans
b. Added soils report
c. Added additional Responses to original questions

Dated: July 12, 2022

By: _____
Robert L. Vestal
Assistant Director of Public Works

By: Kemcorp Construction, Inc.
(Bidder's Company Name)

_____
(Bidder's Signature)

Jason Bollinger, President
(Type or Print Name)

Date Received by Bidder:

7/13/22

Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.

Staff Report

TO: City Council

FROM: Doug Story, Community Services Director

DATE August 2, 2022

SUBJECT: **Update on Veterans and First Responders Memorial Plaza Improvement Project**

Background and Analysis:

After the success of the inaugural Veterans Day Parade and Ceremony City staff was instructed to re-establish the First Responder and Veterans Memorial Committee to begin discussions on renovating the current plaza area in front of City Hall. The committee consisted of city staff and community stakeholders such as:

Councilmember Mike Lara
Anita Worthen
Jim Lillibridge
Bob Tinker
Michael Granada

The committee began meeting on December 9, 2021. At this time discussions began and direction was given to solicit the services of a landscape architect who could redesign the current layout of memorial plaza and address the needs for ADA accessibility, future expansion, and to provide areas for community members to remember and pay respects to Beaumont residents who had served this country in the armed forces or served this community as a first responder.

On February 10, 2022, a Professional Services Agreement was executed between the City of Beaumont and Architerra Design Group in the amount of $15,825 for conceptual plans of an expanded and remodeled memorial plaza area.

The conceptual plan includes:

- New hardscape areas around plaza to address accessibility and expansion,

- Water features,
- New lighting,
- New landscape and turf,
- New electrical and lighting,
- Relocation of flags,
- Preservation of current memorial monuments,
- Security cameras, and
- Additional seating.

Once design and construction documents are complete, public bids will be released and a contract will be awarded for construction of the memorial plaza.

Fiscal Impact:

The estimated cost to prepare this report is $175. Funding for this project is allocated through the Five-Year Capital Improvement Plan (CIP) Fiscal Year 2023-2027. Project No. P-14 has designated $1,750,000 for design and construction and Project No. P-15 has designated $50,000 for security cameras in the plaza.

Memorial Plaza Improvement Project				
Project Components	**Budget**	**Encumbered**	**Paid to Date**	**Remaining Budget**
Project Management				
Preliminary Services				
Environmental				
Design	$95,000.00	$(15,825.00)	*$5,367.85*	$79,175.00
Construction	$1,643,000.00			$1,643,000.00
Construction Management	$12,000.00			$12,000.00
Permits				
Equipment				
Project Accounting Summary Totals	**$1,750,000.00**	**$(15,825.00)**	***$5,367.85***	**$1,734,175.00**

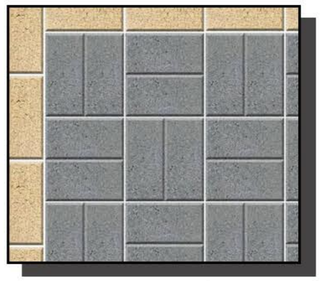
Recommended Action:

Receive and file the concept plans and digital renderings. Make any suggestions or remarks pertaining to the improvement plans of the Veterans and First Responders Memorial Plaza, and
Direct staff to proceed with a Request for Proposal for Professional Services of a Landscape Architect for full design of the plaza to include engineered plans and complete construction documents.

Attachments:

A. Concept Plans
B. Digital Renderings

MEMORIAL DONOR BRICK WALL



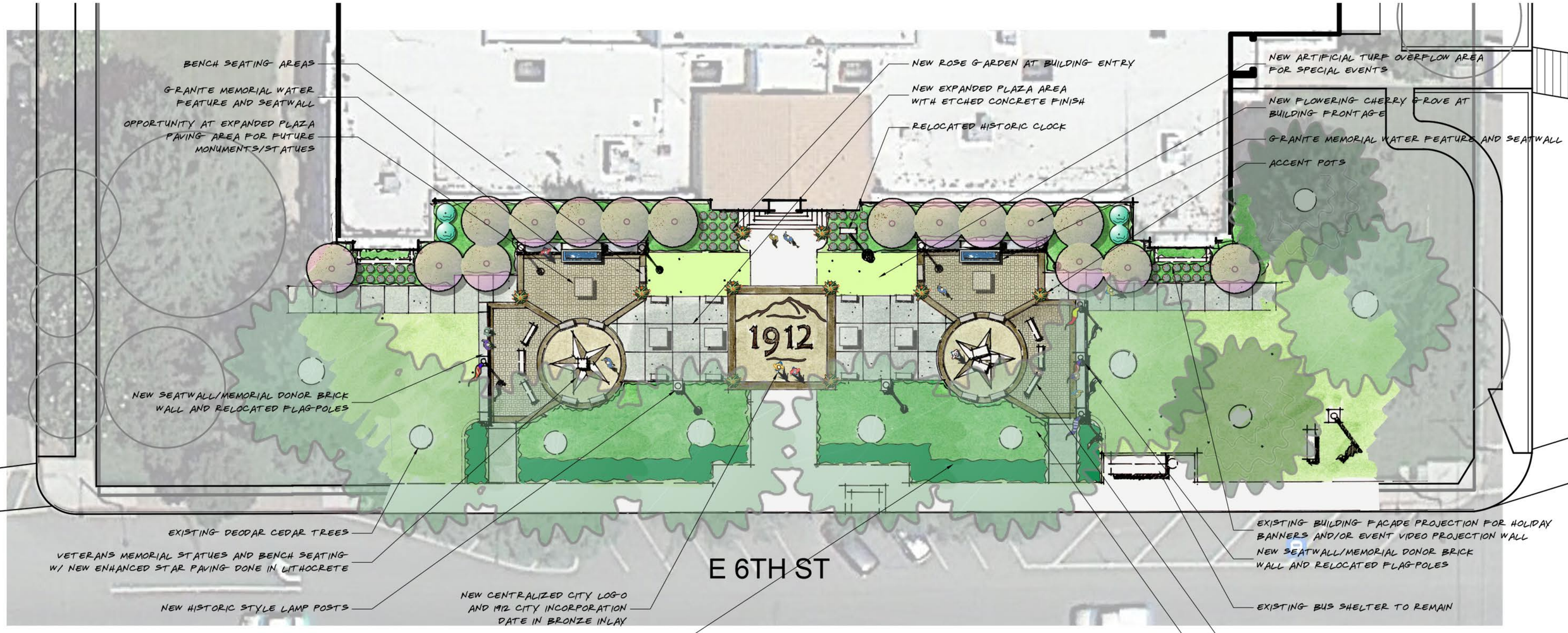
BASKET WEAVE CONCRETE BRICK PAVERS AT EXTENDED PLAZA

BRONZE INLAY NUMBERING OF INCORPORATION DATE

ETCHED PAVING DESIGN OPTION FOR CITY LOGO

LITHOCRETE PAVING

GRANITE MEMORIAL WATER FEATURE



BEAUMONT
CALIFORNIA

VETERANS AND FIRST RESPONDERS MEMORIAL PLAZA

0 10' 20' 40'
SCALE: 1" = 10'

NORTH

ARCHITERRA DESIGN GROUP
LANDSCAPE ARCHITECTURE AND PLANNING
10221-A TRADEMARK ST., RANCHO CUCAMONGA, CALIFORNIA 91730 PH: (909) 466-0611

CIVIC CENTER
NO PARKING ANY TIME
NO PARKING ANY TIME

CIVIC CENTER
NO PARKING ANY TIME
NO PARKING ANY TIME

CIVIC CENTER

CIVIC CENTER

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE August 2, 2022

SUBJECT: **Banking Services Contract**

Background and Analysis:

The City of Beaumont has used Citibank for its general operating banking services for many years. City staff has been happy with the services but was notified on March 24, 2022, that they would no longer support deposits that require collateral above the FDIC coverage. Government Code section 16521 requires banks to deposit securities as collateral with the State Treasurer valued at 110 percent of the uninsured portion of the collected funds deposited with the banks.

City staff issued a Request for Proposals (RFP) on May 6, 2022, with an original proposal due date of June 1, 2022. Due to a lack of submitted proposals, the RFP proposal due date was extended to July 8, 2022. The objective of the RFP was to ensure fair, competitive procurement of cost-effective banking services that not only maintained the high quality of cash management support to the City but also supported continued technology enhancements that will further improve the payment process for residents and businesses.

The minimum qualifications within the RFP included: being a federally or State of California chartered financial institution, a member of the Federal Reserve System, a qualified depository for public funds, a full service bank in good standing capable of providing services sought by the City, sufficient capitalization to accommodate cash/investment management needs, and having an established office within close proximity to the City and dedicated staff committed to servicing the City’s account.

The City received four (4) responses from interested banking institutions. The proposals received and proposed estimated fees based on activity detail provided, excluding any earnings credits proposed are included below:

Bank of America (estimated $8,848.05 monthly fees)
Bank of the West (estimated $9,600.53 monthly fees)
US Bank (estimated $7,777.50 monthly fees)
Wells Fargo (estimated $5,372.59 monthly fees)

Each of the proposals were reviewed and scored by the Finance and Administrative Services Departments and sent to the City Treasurer for review. While all of the banks that responded met the minimum qualifications, the two banks that had the strongest proposals (based on understanding of scope of work, quality of proposal, pricing considerations and perceived quality of service) were invited for interviews.

Upon completion of the interviews, it was determined that Wells Fargo would be the most ideal fit for the City of Beaumont going forward.

Some of the highlights of Wells Fargo's offerings include:

1. Competitive monthly fees and earnings credit rate,
2. $35,000 transition allowance to be used in first 12 months,
3. Locked pricing for a five-year term with option for two additional two-year extensions, and
4. Personal service with representative located close to city offices.

Fiscal Impact:

This contract provides for services based on volume of transactions processed. Costs incurred are offset by an earnings credit provided by the bank upon the average daily positive collected balance (investable balance). The proposal submitted by the bank estimated that credits on the average bank balance would likely offset most, if not all, of the monthly banking costs. The initial term of the agreement is for five years with a renewal option for two additional two-year extensions.

Recommended Action:

Authorize the Mayor to sign the contract and authorize the City Manager to sign any associated agreements between the City and Wells Fargo to provide continuity of banking services needed to ensure timely processing of financial activities.

Attachments:

A. Request for Proposals
B. Well Fargo Response to RFP
C. Wells Fargo Acceptance of Services
D. Wells Fargo Amendment to Master Agreement Pricing
E. Wells Fargo Authorization Certificate
F. Wells Fargo Certification of Official Custodian
G. Wells Fargo Presentation

CITY OF BEAUMONT

REQUEST FOR PROPOSALS

BANKING &
MERCHANT SERVICES

PROPOSAL DUE DATE:
June 1, 2022 before 4:00 PM

REQUEST FOR PROPOSAL (RFP)

FOR: BANKING SERVICES

TIMETABLE	
Issue RFP	May 6, 2022
Written Questions Due	May 20, 2022 by 4:00 PM
Responses to Questions	May 25, 2022
Proposals Due	June 1, 2022
Possible Interviews	June 8, 2022
Bid Reviews (Trustee Finance Sub-Committee Meeting)	June 13, 2022
Award bid-Selection (City Council Meeting)	June 21, 2022
Implementation/Go-live	TBD

CONTACT PERSON: **Jennifer Ustation, Director of Finance**
justation@beaumontca.gov

City of Beaumont
Finance Department
550 E. 6th Street
Beaumont, CA 92223

NOTICE FOR PROPOSALS

The City of Beaumont is requesting proposals for banking services from all financial institutions with full-service branches located within the corporate limits of Riverside County, with a preference inside the City of Beaumont limits.

One (1) original proposal and five (5) copies on the thumb drive shall be delivered to the City of Beaumont Finance Department at the above indicated address and by electronic submission via email to justation@beaumontca.gov, with a "subject" title- "City of Beaumont Banking & Merchant Services RFP" on or before 4:00 PM, Monday, May 20, 2022. It is the respondent's responsibility to ensure that proposals are received prior to the 4:00 PM proposal closing time as late proposals will not be accepted. The City of Beaumont reserves the right to award or reject proposals in part or in whole and on any basis, it deems in the best interests of the City.

BACKGROUND

The City of Beaumont is a general law city incorporated in 1912 currently serving a population of approximately 55,000, located in Western Riverside County. The City operates under a council-manager format of government which consists of a Mayor, Mayor Pro-Tem, three Councilmembers and the City Manager. The positions of Mayor and Mayor Pro-Tem are rotated among the elected Councilmembers. City Clerk and Treasurer are elected positions, each for a four-year term.

In addition to its function as the governing body of the City, the City Council acts as the governing body for other separate entities: Beaumont Financing Authority, Beaumont Public Improvement Authority, Beaumont Transit System, Beaumont Wastewater Systems, and the Beaumont Utility Authority. The City's management also has custodial, accounting and financial reporting responsibility for the Successor Agency to the City of Beaumont Redevelopment Agency. There is no requirement for separate financial reporting for these separate entities with one exception (Beaumont Transit System).

Official accounting records are on-site in the Finance Department, while some supporting information may be located in other departments within the City. Beaumont uses the Tyler Incode 10 accounting software. Payroll is processed through Incode 10 as well.

CURRENT BANKING SERVICES

The City of Beaumont currently maintains a primary commercial banking and merchant services relationship with Citibank. The City has determined that a review of the services offered by qualifying institutions is appropriate at this time. It is the City's preference to maintain commercial banking services for its operating account to maximize cash flow, maintain efficiency and minimize administrative costs. The City of Beaumont seeks proposals from financial institutions interested in providing banking and services for the City. We encourage financial institutions to submit comprehensive proposals which offer the highest quality of service while providing opportunities for improving the current management of cash flow. The City is looking for improved integration with its systems; a clear and fair charging structure; a full-service and easy-to-use configurable online portal; ease of access to banking data and transactions; and high levels of customer service with single points of contact. The City is also interested in any technological advances and pilots that could improve the overall banking experience.

In 2022, the average monthly balance in the operating account was approximately $17 million. The most current client account analysis statements and bank statements can be obtained from Finance via email (justation@beaumontca.gov) illustrating the volume of the transactions for all the City's operating accounts.

The City also maintains two (2) merchant IDs that process **credit card transactions** through an "Online Point of Sale Terminal". One of the merchant IDs is used for utility related credit card transactions while the other merchant ID is used for non-utility related credit card transactions.

This RFP does not cover institutional custody services or corporate trust services.

The City will attempt to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing banks in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and City Council approvals. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, social responsibility, and efficiency of the provider; and the quality of the provider's performance on previous contracts with the City. No single factor will determine the final award decision. It is recommended that all proposers provide fully comprehensive proposals since all aspects will be considered in the determination for the award.

All costs directly or indirectly related to the presentation of a response to the Request for Proposal (RFP), any oral presentations required to supplement and/or clarify a proposal, and/or reasonable demonstrations which may, at the discretion of the City, be required of the proposer shall be the proposer's sole responsibility.

PRE-SUBMITTAL QUESTIONS

The City will accept pre-submittal questions from RFP participants in the interest of clarity and complete responses to the RFP. The RFP participants are encouraged to cover all questions in one request so that City staff can provide timely and effective responses.

All pre-submittal questions will only be accepted via email or until May 20, 2022. Responses to all questions will be emailed to all RFP participants. RFP questions are to be submitted to Jennifer Ustation at justation@beaumontca.gov. In order to assure that the City has one contact person per bank, please provide this contact information when submitting the proposal. The City will conclude the banks that do not provide contact information do not want to be included in the Pre-Submittal information sharing.

I. PROPOSAL CONTENT

All proposals submitted must include the Proposal Submission Package provided in Section VII of this RFP. Other information concerning the qualifications of the bank may also be included with the proposal (as determined solely by the bank), such as:

The bank's philosophy regarding its relationship with the client.

- Experience of the bank in providing services to major commercial or governmental accounts.
- A maximum of three references that have a current banking relationship with the bank. Governmental agency references are required. Please list contact person, phone number, email, and years of banking service.
- Identification of staff capabilities, along with resumes of key personnel who will be working with the City of Beaumont at the corporate and branch level.
- Samples of reports to be provided to the City. (Monthly Statements, Analysis Reports, etc.)
- Other information the bank believes to be appropriate.

Any supplemental information provided will be reviewed and considered during the selection process. The City will not consider proposals for partial services. The required documents are the Proposal Submission Package, which will include the last three years Financial Statements.

II. PROPOSAL TERMS AND CONDITIONS

1. Each proposal must meet all the specifications discussed in this RFP. All information provided to the City in response to the RFP will become public information. If a proposal is submitted, it is assumed that the proposal meets or exceeds the requirements as stated. If a required service cannot be met by the bank, then the phrase "NO PROPOSAL" should be entered on the proposal form for that service. In the case of a "NO PROPOSAL" Statement, the bank may offer an alternative service, which must be described in detail on a supplemental attachment. Any non-substantial deviations may be considered by the City, provided the bank submits a full description and justification for the proposed deviation(s). The final determination regarding any proposed deviation or alternative will be made by the City.

2. All questions or requests for information submitted via pre-submittal process email will receive an email response from the City, which will be shared with all other banks providing email contacts. However, it is an explicit provision of this RFP that any communication is not binding on the City's proposal process or selection of the successful bank.

3. Proposers must be a federally or State of California chartered institution during the term of the contract.

4. Proposers must maintain a full-service branch within the corporate limits of the County of Riverside during the term of the contract.

5. The “Monthly Activity Detail” (page A-2) is to be used as a basis for responding to bank service fees. The “Monthly Activity Detail” is a summary of a sample month of all transactions on all City accounts included in this RFP. It is believed to be a reliable estimate of the volume of the City's banking activities; however, the actual number of transactions may vary, and no guarantees are provided by the City regarding minimum or maximum volumes. All applicable, one-time set up or service charges related to any of the services covered in a bank’s proposal must be individually disclosed in the proposal, with a cost on each one-time service/fee (or a no charge reference), as well as a description of the service(s). This information should be considered an addendum to the standard bank service fees that should be submitted based on the “Monthly Activity Detail” of standard services and fees. If an addendum on one-time services/fees is not included in the proposal, the City will consider the proposal complete, with all applicable onetime or any other services being no charge to the City.

6. Each bank submitting a proposal will include one (1) set of their annual audited financial reports for the past three (3) years.

7. Any RFP submitted to the City becomes the property of the City. The City reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, and to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations by the bank.

8. The Proposal Submission Package must be completed in its entirety. The extensions of unit price figures for the estimated quantities as well as lump-sum prices must be disclosed on the Bank Service Fee Schedules, with standard monthly fees based on volumes listed in the “Monthly Activity Detail,” with one-time or other service fees listed on an addendum to that report. If the unit price and total amount quoted by any bank for any item are not in agreement, the unit price alone will be considered as representing the bank's intention, and the total will be corrected to conform to the specified unit price. Proposal Submission Package unit price amounts for all required services must be included in the Package, as well as any one-time service fees. Unit prices must also be included for proposed optional and/or additional services included in the Proposal Submission Package.

9. Banks may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request or email to Jennifer Ustation, Director of Finance. No proposal received after the closing date or at any location other than the location stated in the RFP will be considered.

10. After notice of the award has been sent by mail to the address provided in the bank's proposal, the bank to whom an award is made will execute a written contract with the City no later than July 5, 2022.

11. If the bank to whom the award is made fails to enter into the contract, the award will be annulled and an award will be made to the next best proposer as determined by the City; and that bank will fulfill every stipulation as if it were the party to whom the first award was made.

12. The successful bank will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other bank, firm, or corporation without previous consent in writing by the City Council of the City of Beaumont.

13. In the performance of the terms of this RFP, the bank agrees that it will not engage in, nor permit agents or employees of the bank, or such subcontractors as the bank may employ, to engage in unlawful discrimination in the employment of persons because of race, age, color, ancestry, national origin, religious creed, political opinion or affiliations, sex, marital status, disabilities, or applicable state or federal employment laws.

14. The contract will provide that the City reserves the right to terminate the contract at any time upon sixty (60) days prior written notice of the City's intent to terminate the contract.

15. The bank will immediately notify the City should the bank fail to meet the collateral requirements set forth in the State Banking Financial Code Section 53630 through 53684.

16. Causes for termination of the contract may include any one of the following: failure to promptly and faithfully provide the services required in this RFP; violation of any law governing any municipal depository; failure to cooperate upon receiving any reasonable request for information or service; and improper actions of the institution's officers or employees which, in the opinion of the City, would adversely affect the City's interest or endanger the safety or liquidity of municipal funds.

III. SCOPE OF SERVICES

The following section details the services to be provided to the City. Except for non-substantial deviations or acceptable alternatives, all services listed in this section are mandatory. The City will not consider proposals for partial services.

The following required services include:

1. The bank must be a member of the Federal Reserve System. The bank must be a Federal or State of California chartered commercial banking institution with at least one full-service branch located within County of Riverside limits.

2. The bank must be a qualified depository for public funds pursuant to the applicable federal and state laws and regulations, statutes and policies. All balances must be fully collateralized through the pool collateral system required under the State of California.

3. The bank must fulfill orders for currency and coin through the City’s courier upon request.

4. The bank will engage a team or specific relationship coordinators for the life of the contract.

5. The bank will provide full account reconciliation, positive pay, electronic fraud protection, electronic deposits and disbursement, online wire entry, and online stop-payment placement.

6. Online reporting includes prior day transactions (no later than 8:00 a.m. Pacific Standard Time the next day) and current day transactions.

7. Compensating balances and sweep accounts are preferred.

8. Provide key measures of the bank's financial strength, including ratings from nationally recognized rating service(s) and banking rating service(s). Include one copy of the bank's most recent audited financial statements and one copy of the bank's rating from a nationally recognized rating service.

9. Provide the financial institution's current level of public funds deposited and related collateral market value.

10. The ability to accept multiple file submissions from our payment processing financial system.

11. Provide the City with a check scanner for deposit of checks directly from City Hall as well as a "smart-safe" for deposit of cash.

12. Image of deposited items and provide online access for deposit reconciliation including images of deposited items.

13. Provide online and email notification of deposit issues within 24 hours.

14. Possible off-site credit card payments on City-issued mobile devices.

15. Provide positive pay services with online transmission of check details.

16. Provide positive pay exception item review and correction online.

17. Provide online stop-payment services.

18. Provide all canceled checks daily (by 8 a.m. next day) and monthly, sorted in check number order. Provide an electronic file of paid/cleared check images (front and back), in addition to any alternative electronic archival system used by the bank.

19. Provide online access to cashed check images.

20. Method of reversal of automatic direct deposits for errors.

21. Accept and send ACH transactions.

22. Accept ACH payment files from 3rd parties.

23. Provide ACH debit blocking services.

24. Provide a secure electronic method to initiate intra-bank transfers.

25. Provide a secure electronic method with dual authorization for wiring funds.

26. Provide online balance reporting services

27. Allow approximately 5 City employees with different levels of authorization to access the bank's online reporting system.

28. Provide account reconciliation services for disbursements (full, partial or positive pay, depending on account).

29. Provide monthly activity statements and reports by the 10th day of the following month or sooner.

30. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.

31. Collateralize all collected balances, in excess of balances insured by the FDIC as required by applicable Federal/California Government Codes.

32. The city requires a daily deposit pick-up from City Hall with additional pick-up available upon request via an armored car service provider.

IV. INFORMATION REQUESTED

A. QUALIFICATIONS AND EXPERIENCE

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.
2. Provide the address of the office location(s) that will service the account.
3. Describe the experience of the financial institution in providing similar services for other cities and institutions.
4. Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the proposer is not rated by these rating organizations, provide other evidence of the institution's financial strength.

Financial Institution

	Standard & Poor's Rating	Moody's Investor Services
Short-term Unsecured Senior Debt		
Long-term Unsecured Senior Debt		

Financial Institution Holding Company

	Standard & Poor's Rating	Moody's Investor Services
Short-term Unsecured Senior Debt		
Long-term Unsecured Senior Debt		

5. Discuss the firm's current capital structure, adequacy, and coverage. If applicable, provide the firm's risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, Significantly Undercapitalized).
6. Include an electronic copy of the most recent audited financial statement and the latest 10-k report with the proposal.
7. Provide the bank's Community Reinvestment Act (CRA) rating.
8. Be sufficiently capitalized to accommodate the City's cash management needs and ensure collateralization of funds.

B. PERSONNEL

1. Provide the name, title, address, phone number, fax number and email address of the primary contact person(s) assigned to this account.
2. Describe your firm's policy on changing the primary contact person on an account.
3. Name the individuals who will work with the City on a day-to-day basis. Information should include:
    a. Experience working with other City and or government institutions.
    b. Proposed role with regard to the City's account.
    c. Number of years of experience in this field
    d. Number of years with your firm
    e. Describe the level of local decision-making authority these individuals have to handle emergency need of the City as they arise.
4. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?
    a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
    b. Is local customer service support available at the bank's local branches?
    c. What are the hours of operation of each customer service unit involved in supporting the proposed services?
    d. If an error is discovered by the City, how would you propose to resolve it (i.e. who should the City contact first, etc.)?
5. IT Resources: Will the bank provide dedicated IT liaison(s) to work on set-up, file transfer, testing and troubleshooting/issue resolution? During what hours is technical support available?

C. GENERAL BANKING SERVICES

1. Deposit Processing
    a. Please provide a listing of bank branches, noting the address and distance of the branch closest to the City.
    b. For deposits collected and transported by the City, which branch location do you propose the City use to deposit funds?
    c. Please describe the bank's deposit requirements. How should the coin and currency deposits be prepared? How should un-encoded check deposits be prepared?
    d. What is the ledger cutoff time for deposits?
    e. How are deposits created? Are all items immediately verified? If provisional credit is given, when does verification take place? If the financial institution corrects a deposit, how with the City be informed of this change?

2. Remote Deposit Capture
   a. Describe the financial institution's ability to process checks by RDC.
   b. Is there a limit on the number of checks that can be contained in a single deposit?
   c. Does your service allow for multiple deposits in a single day?
   d. How will we be notified of deposit corrections and/or adjustments?
   e. Describe the process used for balancing and correcting deposits transmitted to your institution.
   f. Does your service offer the ability to adjust data using recognition technology that was not captured correctly by the scanner? If yes, please describe. If not, does the service allow the addition, deletion, and rescanning of checks during both the correction and balancing functions?
   g. What equipment does the financial institution recommend for RDC and what is the price for this equipment?
   h. Can checks be automatically endorsed with the financial institution's RDC service? Is the automatic endorsement an electronic image or printed on the check?
   i. Are checks cleared as ACHs or image replacement documents? How does the financial institution's software determine the clearing mechanism?
   j. Is there a difference in legal standing for items clearing by ACH or image replacement documents (IRDs)? If so, please describe.

3. Coin/Currency Ordering Services
   a. Does the financial institution have an automated coin/currency ordering service? Describe the deposit and change order procedures, cutoff times, security and other features of this system.
   b. Describe change order procedures and restrictions for branch pick up.

4. Returned Item Processing
   a. Can returned items be automatically re-deposited? If so, how many times?
   b. Does the financial institution offer any options that may increase the collection of NSF checks?
   c. Can the financial institution provide online access to electronic images (back and front) of returned items? How soon after an item is returned can these images be accessed?
   d. Can the financial institution provide a summary report of returned items identifying the payer's name, depositing location, deposit date, and the type of item being returned?

5. Positive Pay
   a. Does the financial institution offer Positive Pay and Payee Positive Pay?
   b. How would the City transmit check issuance information to the financial institution?
   c. What is the deadline for the transmission of check issuance files to the financial institution?
   d. How frequently can transmission files be uploaded to the financial institution for the issuance of additional check, and/or recently voided items? Is there a limit to the number of files per day?

e. Does the financial institution offer the ability to manually enter one-time check disbursements issued during the day? Please describe
f. What controls are in place to protect against lost files and duplications of transmissions? If duplicates are sent, is there a penalty or potential issues?
g. How will the City be notified of exception items? What time will the City receive the information on exception items? What time does the City have to notify if an exception should be accepted or rejected? Does the financial institution offer a "do not pay" default for exception items?
h. Will stale date checks be reported as exception items?
i. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as "post no checks" to prevent potential fraud? Is there a cost to make this account designation?
j. Is Teller Positive Pay available? How frequently is check issuance information updated and available to tellers?
k. Are there any other fraud protection services that the financial institution provides and/or recommends?

6. Stop Payments
   a. How are stop payment orders placed? Can stop payments be placed online?
   b. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to be effective?
   c. Will the system verify if a check has been paid before processing the stop payment request?
   d. What term options are available for stop payments?
   e. Can Stop payments be automatically renewed? If so, for how long? What is the associated fee for each renewal?

7. ACH Processing
   a. What ACH file transmission options are available?
   b. What are the transmission deadlines for ACH files? When does the financial institution need the file from the City and when are the funds debited from the City's accounts?
   c. How are returned and rejected ACH transactions handled? What information does the financial institution provide to assist in identifying returned and rejected ACH transmissions? When is this information available?
   d. Describe the financial institution's procedures for handling debits to the City's accounts that were not authorized by the City. Does the financial institution notify the City of the receipt of an unauthorized ACH debit?
   e. If the financial institution provides ACH debit blocking, what level of filtering can be applied?
   f. Does the financial institution offer ACH Positive Pay (ability to make pay/no pay decisions on unidentified ACH transactions)?
   g. Does the financial institution offer Universal Payment Identification Codes (ability to mask visible account numbers to reduce the risk of unauthorized direct debits)?

8. Wire Processing
    a. Describe the process of initiating wire transfers including USD domestic wires, repetitive wires, USD international wires, and foreign currency international wires.
    b. During what hours is the wire transfer system available?
    c. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?
    d. Does the financial institution offer dual control release options (secondary approval levels) for electronically initiated transfers? If so, describe.
    e. What is the cutoff time for same-day wire transfers?
    f. What is the financial institution's maximum retention period for future dated transactions? For future dated transactions, at what time are warehoused wire transfers automatically released on the transaction date? What types of wire transfers can be warehoused? Are there warehousing charges?
    g. Describe the financial institution's procedure for providing payment confirmation information (e.g., reference numbers) upon acceptance and execution of the wire transfer request, including the availability and method of delivery of internal confirmation/sequence number and clearing system reference number.
    h. Describe the financial institution's policy for handling a failed wire transfer. How and when would the City be notified?

9. Bank Compensation
    a. Can the City compensate the bank for services with fees, balances, or a combination of the two at its own election? Please describe any differences in related costs to the City with either option.
    b. Can the City choose between paying for analysis deficiencies by check, auto debit, or ACH credit?
    c. What is the bank's Earning Credt Rate (ECR) based on, and how is it calculated each month?
    d. List the bank's average ECR for each the last six months (October 2021 thru March 2022).

10. Utility Billing services

The city currently utilizes lockbox service for utility bill payment processing. Utility bills are printed and mailed bimonthly and average 17,000. Lockbox transactions processed average 1,900 per month.

    a. Does the bank have the capability to provide lockbox and electronic lockbox payment processing service? If so, please describe the service and any costs associated.

11. State Activity/LAIF Transfers

The city transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis and receives State electronic payments.

    a. Please describe the LAIF transfer process. Are the transfers done by telephone, email, fax, wire transfer, etc.? How is the accuracy of transfers assured?
    b. What is the charge per transfer to LAIF? From LAIF?

c. Does the bank have an office in Sacramento that maintains a direct DDA banking relationship with the State Treasurer's office and the State Controller's office?
d. Is the bank an approved State of California depository?
e. What is the charge for the deposit of State electronic payments? State warrant?
f. What is the bank's position on past issuance of IOU's by State of CA? Does the bank accept IOU's for deposits?

12. Overdrafts
    a. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
    b. Is there a fee per check or per occurrence when there is an overdraft?
    c. Is there a daily cap on fees?

13. Describe the financial institution security procedures for its information reporting system, both for access and information protection.
14. Is system administration performed by the financial institution or the customer? What functions does the security administrator perform?
15. Is an audit trail report available, showing all activity, by whom and when, for each system?
16. Describe the types of insurance and bonding carried.
17. Include a copy of the financial institution's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE 16) for any processes or systems relevant to the services under this RFP.
18. If not already covered in the SSAE 16 report, describe the disaster recover plans for each proposed service for short- and long-term disaster and power failure recovery.
19. Describe any additional security measures available to the City to minimize the risk of unauthorized transactions in its accounts.

D. IMPLEMENTATION/CONVERSION

1. Provide a conversion plan for transitioning each of the proposed services to your financial institution.
2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the City's account be transitioned to the ongoing client service team?
3. Indicate the financial institution's plans for initial and ongoing educating and training City employees in the use of your systems?
4. Will the City be allotted a fixed number of hours and training?

E. NEW SERVICES AND IDEAS

1. Describe any new services or ideas that will enhance the City's utilization of financial institution services described.
2. Please provide any additional information that your financial institution believes to be pertinent, but not specifically requested elsewhere in the RFP.

F. REFERENCES

1. Provide at least three references (government entities, if possible), including client name, contact person, address, phone number, services provided, and the length of time your financial institution has worked for the entity.

2. How many governmental clients has the proposed relationship manager gained and lost in the last five years?

G. SAMPLE CONTRACT

1. Provide a sample of the proposed contract for your financial institution's services. Please also provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP, including any documents referenced or incorporated into the contracts/agreements.
2. It is the intention to incorporate the RFP and your financial institution's proposal response as part of the overall contract. Is this acceptable? If not, why?

H. PRICING AND ACCOUNT ANALYSIS

1. For how long is the financial institution willing to guarantee the proposed fees?
2. Can fees be debited direct from the City's account rather than billed to the City?
3. Provide a complete fee schedule for all the services described in your financial institution's proposal using Association of Finance Professionals (AFP) Service Codes, is possible.

   Fees related to all services described in the proposal must be listed, even if the service is not shown on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered bason on volume, timeliness of payment, rebates or other measures.
4. Are you willing to offer any transition or retention incentives?
5. Are there any additional price breaks or incentives?

ADDITIONAL SERVICES

The bank may desire to offer the City additional services not otherwise specified in this RFP. In this event, a supplemental attachment should be prepared and included with the proposal describing the additional services offered in detail and indicating the cost, if any, for these services.

V. PRICING OF BANKING SERVICES

OVERVIEW

The City requires banks to offer the following options for payment of service charges:

Direct Payment of Service Charges (Option 1) - Under this approach, no compensating balance will be maintained by the City. The City will pay for actual charges for services provided on all City accounts. If the City elects this option, payment will be made by bank debit against the City's general checking account. The bank will link all City accounts for analysis and provide individual as well as a summary report on the charges and fees on a monthly basis. The bank will provide information identifying the volume of service transactions, unit prices and total

amounts owed, and an account analysis which will be submitted to the City within fifteen (15) working days of the end of the month. The City will receive an earnings allowance that will be used to reduce the monthly service charges.

Variable Compensating Balance Method (Option 2) - Under this approach, the compensating balance required to be maintained by the City will vary monthly based on the City's transaction volumes for the previous month and the bank's unit prices for services, reserve requirement and earnings allowance. The earnings allowance rate to be utilized is the three-month U.S. Treasury Bill average weekly auction results (coupon equivalent yield) for the previous month. Written notification to the Director of Finance will be required to adjust the compensating balance amount.

The City reserves the right to select either of the two options or a combination of both options as the method of payment for banking services. The City also reserves the right to change from one option to another.

ALTERNATIVE METHOD

Banks may desire to propose an alternative to the two options described above. In this event, a supplemental attachment should be prepared and included with the proposal describing in detail the alternative method along with computation detail.

VI. PROPOSAL EVALUATION AND SELECTION

OVERVIEW

Proposals will be evaluated by the City's Finance Committee, with a recommendation to be made to the City Council for consideration. The selection of the successful bank will be made by the City Council and subsequent award of contract will be based on a combination of the following criteria:

- Bank stability measures
- Banking philosophy
- Understanding scope of work
- Quality and responsiveness of the proposal
- Ability to meet service requirements including state-of-the-art electronic banking services that the City may require
- Related experience of the bank and references (Maximum of five references with governmental references required)
- Information on the Bank’s “Business Continuity” plans
- Information on the Bank’s “Community Involvement”
- Anticipated compensating balance requirements or direct charges for required services
- Availability and price of required and additional services

INTERVIEWS AND AWARD OF CONTRACT

Based on an evaluation of the proposals received using the above criteria, it is anticipated that the top candidates will be scheduled for interviews with the Finance Committee on June 8, 2022. The Finance Committee's final recommendation will then be submitted to the City Council on June 21, 2022 for approval and award of contract.

Following is the proposed timetable for the evaluation and selection process. In order to provide enough time to review and sign contracts, the effective date of the agreement will be within four weeks from the date of the approval by City Council.

TIMETABLE FOR PROPOSAL EVALUATION AND SELECTION

Issue RFP	**05/6/2022**
Written Questions Due	**05/20/2022**
Responses to Questions	**05/25/2022**
Proposals Due	**06/1/2022**
Possible Interviews	**06/8/2022**
Bid Reviews (Trustee Finance Sub-Committee	**06/13/2022**
Award bid-Selection (City Council Meeting)	**06/21/2022**
Implementation/Go-live	**TBD**

VII. BANKING SERVICES ADVERTISEMENT

The City of Beaumont is requesting proposals for banking services from all financial institutions with full-service branches located in Riverside County. Additional information may be obtained by contacting:

Jennifer Ustation, Director of Finance
Finance Department
City of Beaumont
Telephone (951) 572-3236
justation@beumontca.gov

VIII. PROPOSAL SUBMISSION PACKAGE

OVERVIEW

The Proposal Submission Package should be indexed with page numbers and contain the following documents:

- Banking Services Proposal Cover Sheet
- Required Services/Pricing of Banking Services (including any addendums)
- Additional Services
- References
- Bank “Business Continuity” Plan
- Annual Financial Statements (Last Three Years Audited Reports)

- Rating agency rating report (Veribanc, Highline, etc.) at the expense of the submitting bank. The report is to be sent directly from the rating agency to the City of Beaumont to be received no later than 4:00 p.m. on June 1, 2022. (If mailed, the report is to be addressed to the same address as the proposal). The City will accept Bank Rating Research Reports if sent via email directly from the rating agency. Report sent via email should be sent to Jennifer Ustation, Director of Finance at justation@beaumontca.org and must be received prior to the closing deadline.

To be a complete proposal, all the above documents must be submitted via email to the City of Beaumont, with a "subject" title "City of Beaumont Banking & Merchant Services RFP" by 4 p.m. on June 1, 2022 closing date.

In addition, the following attachments may be required as part of the original document package:

- If the bank is proposing alternatives or non-substantial deviations to the Required Services, a full description and justification for the proposed alternative or deviation must be included with the proposal.

- If the bank is proposing to provide Additional Services, a full description of the service must be included with the proposal along with the cost detail.

Transaction indicators and estimated quantities have been provided with the standard "Monthly Activity Detail" list. It is assumed that the itemization of costs provided in this submittal will fully compensate the bank for all required services. In the event that additional itemization of transactions is required by the bank in order to be fully compensated for required services, an addendum should be completed in full by the bank. If estimated transaction volumes are required to complete the submittal form for additional items, the City should be contacted by email during the pre-submittal process for this information. The City's response to any question(s) will be distributed to all firms via email.

CITY OF BEAUMONT

BANKING SERVICES PROPOSAL
SUBMITTAL COVER SHEET

BANK NAME:	
LOCAL BRANCH ADDRESS:	
CONTACT PERSON:	
PHONE NUMBER:	
EMAIL ADDRESS:	
CORRESPONDING BANK: (If Applicable)	
CORRESPONDING BANK CONTACT PERSON / PHONE NUMBER:	
The proposed term of agreement for the services and costs quoted in this submittal is for a period of five (5) years, with the ability to extend for two (2) additional two-year periods. The undersigned hereby certifies that this proposal meets or exceeds all of the requirements as specified in the City's Request for Proposal (including the Notice Requesting Proposal, Proposal Terms and Conditions, Scope of Services, Pricing of Banking Services, and Proposal Submission Package Sections) except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.	
Signed by Bank Signatory:	
Bank Signatory (Print Name):	
Bank Signatory Title:	
Date:	
Address:	
Phone Number:	
Email Address:	

BANKING SERVICES PROPOSAL – REQUIRED SERVICES

Estimated Monthly Activity Detail

Service Description	Unit Volume	Activity Price	Unit Total
General Account Services:			
Account Maintenance	1		
Checks Returned with Statements	7		
Depository Services			
Deposits	350		
Checks Paid	40		
Deposited Items - On Us	60		
Deposited Items – Local Clearing	90		
Deposited Items – Other	100		
Currency Deposited	$5,000,000		
Returned Item Debit	10		
ACH Returned Item Debit	5		
Returned Item Reclear Fee	0		
Returned Item Special Handling	0		
Controlled Disbursement Services			
Checks Paid (on Accounts Payable)	40		
Positive Pay Package	1		
Cash Reporter/Information Reporting	1		
ACH Services			
File Input	0		
Credit - Incoming	10		
Debit – Incoming	25		
Notification of Change	1		
Wire Transfer Services			
Incoming Domestic Wire	2		
Outgoing Domestic Wire	2		
Non-PC Repetitive Outgoing Domestic Wire	0		
Wire Notification (Phone)	1		
Information Reporting Services			
Basic Online A/C Maintenance	1		
Basic Online Detail Transactions	500		
Online CM ACH Maintenance (Stand Alone)	1		
ACH Upload Expense	1		

Grand Total $

Please submit information on any standard monthly service charges that are not listed in the Monthly Activity Detail and use the same format shown in the Monthly Activity Detail. If any service charges are one-time set-up or service charges, or are to be no charge to the City, please make note of this.

All proposals for additional service must be accompanied by supplemental attachments describing in full the services offered along with monthly cost detail.

BANKING SERVICES PROPOSAL – ADDITIONAL SERVICES

		COST	
ITEM NO.	SERVICE DESCRIPTION SUMMARY	Per Unit	Monthly

WELLS FARGO

City of Beaumont

Response to Request for Proposal for Banking and Merchant Services

July 8, 2022

Submitted by:
Wells Fargo Bank, N.A.
Government Banking Division

Jamie O'Connell
Relationship Manager
951-295-7482
jamie.oconnell@wellsfargo.com

Todd Reed
eReceivables Consultant
619-857-3855
todd.reed2@wellsfargo.com

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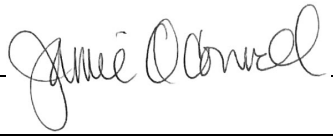
Deposit products are offered through Wells Fargo Bank, N.A., Member FDIC. Wells Fargo Bank, N.A. is a banking affiliate of Wells Fargo & Company.

CITY OF BEAUMONT

BANKING SERVICES PROPOSAL
SUBMITTAL COVER SHEET

BANK NAME:	Wells Fargo Bank, N.A.
LOCAL BRANCH ADDRESS:	499 E. 6th St. Beaumont, CA 92223
CONTACT PERSON:	Catherine Ramos
PHONE NUMBER:	951-845-2605
EMAIL ADDRESS:	catherine.ramos@wellsfargo.com
CORRESPONDING BANK: (If Applicable)	Not applicable
CORRESPONDING BANK CONTACT PERSON / PHONE NUMBER:	

The proposed term of agreement for the services and costs quoted in this submittal is for a period of five (5) years, with the ability to extend for two (2) additional two-year periods. The undersigned hereby certifies that this proposal meets or exceeds all of the requirements as specified in the City's Request for Proposal (including the Notice Requesting Proposal, Proposal Terms and Conditions, Scope of Services, Pricing of Banking Services, and Proposal Submission Package Sections) except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.

Signed by Bank Signatory:	
Bank Signatory (Print Name):	Jamie O'Connell
Bank Signatory Title:	Senior Commercial Relationship Manager
Date:	6/29/2022
Address:	334 W. Third St. First Floor San Bernardino, CA 92401-1828
Phone Number:	951-295-7482
Email Address:	jamie.oconnell@wellsfargo.com

WELLS FARGO

Jamie O'Connell
Vice President
Relationship Manager

Wells Fargo Bank, N.A.
334 W. Third St.
First Floor
San Bernardino, CA 92401-1828

July 1, 2022

City of Beaumont
Attention: Jennifer Ustation
Finance Department
550 E. Sixth St.
Beaumont, CA 92223

Dear Ms. Ustation,

We would like to thank you for the opportunity to review the banking services for the City of Beaumont (the City). We are excited to share our technologies, best practices, and experience with you and hope you see the value in choosing Wells Fargo.

As your local relationship manager, I am responsible for helping ensure you are up to date with the latest trends by providing ongoing review of current services, and ultimately, being your advocate for any financial services you request from Wells Fargo. With 26 years of banking experience, and 16 years focusing on Government customers, I take pride in the relationships that we have built over the years and believe great customer service is most important in building that foundation. It is my goal to show you the value in our efficiencies, and that Wells Fargo is the best choice for all your financial needs. In addition, I am a resident of Yucaipa, allowing for in-person meetings as often as requested.

Why change banks?

Your current growth requires the use of today's latest technology, and you need a banking partner that specializes in treasury management and focuses on your financial success. Wells Fargo is a leader in innovation, always striving to develop new services that meet our customers' needs — today and tomorrow.

When the City is comfortable doing so, we want to offer you a **Business Process Review** (BPR). This means you will collaborate with Wells Fargo treasury management experts who will evaluate your processes and offer ideas to streamline and create efficiencies and help your staff with their day-to-day tasks.

Our services work well together, and by having one bank process your collections, payables, and electronic billing, you get the added benefit of offsetting service charges with an earnings credit rate (ECR) based on collected balances.

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In addition, we have a dedicated merchant services team that can consolidate your departments with one gateway and manage your credit card processing for your customers. This service provides one system for all online, phone, and face-to-face transactions. We offer a robust all-in-one commercial card system that keeps track of receipts and out-of-pocket expenses.

We also welcome the opportunity to show you a demo of Commercial Electronic Office® (CEO®), our online banking platform, and all the tools you receive as our customer.

Managing your relationship

The City would be assigned to our local Government Banking Division in San Bernardino for all mail correspondence. My office is located at 334 W. Third St., San Bernardino, CA 92401. Your relationship is assigned to me, and I will meet with you in person, or virtually, for any upcoming projects, discussion of relationship goals, and ideas to improve your current position on all financial services. Your relationship associate, Anna Gonzales, is responsible for service requests. Anna also serves as my back up when I am away. Your dedicated treasury management sales consultant, Gurleen Pannu, works to serve your treasury management need. Depending on the services you choose, we work with a team of government experts in their fields and will provide the City with a strategic plan for financial growth while optimizing your internal resources.

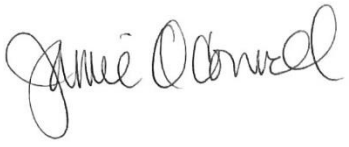
We also have two Beaumont branch locations: 499 E. Sixth St., and 1494 E. Second St.; with a Wells Fargo branch right across the street from City Hall for convenience.

Please reference my “Message to the City” page that is inserted in Appendix Tab A, before the pricing documents. We asked a lot of questions during this process to come up with scenarios and recommendations that the city will find most valuable.

What’s next?

Our proposal for banking services as requested in the RFP follows. After your request for proposal (RFP) period has closed, we hope to further our conversations about how Wells Fargo can potentially help take your banking to the next level. We look forward to working with you.

Sincerely,



Jamie O’Connell, Vice President
Relationship Manager
Local Government Banking Division

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III. Scope of services

The following section details the services to be provided to the City. Except for nonsubstantial deviations or acceptable alternatives, all services listed in this section are mandatory. The City will not consider proposals for partial services.

Acknowledged. Wells Fargo meets these requirements. We provide further details in this section as warranted.

The following required services include:

1. **The bank must be a member of the Federal Reserve System. The bank must be a Federal or State of California chartered commercial banking institution with at least one full-service branch located within County of Riverside limits.**

Wells Fargo meets this requirement. Wells Fargo is a federal reserve bank and we have full access to all Federal Reserve services.

Wells Fargo Bank, N.A., originally chartered on November 30, 1870, is a national banking association organized under the National Bank Act and is not incorporated under the laws of any state. Rather, it operates pursuant to a certificate of authority issued by the U.S. Comptroller of the Currency.

Wells Fargo Bank, N.A maintains two full-service branches within Beaumont's city limits.

2. **The bank must be a qualified depository for public funds pursuant to the applicable federal and state laws and regulations, statutes and policies. All balances must be fully collateralized through the pool collateral system required under the State of California.**

Wells Fargo Bank N.A. is an eligible public depository in the State of California. All public entities in California are entered into the pooled collateral program administered by the State. We will comply with all collateral requirements set forth in the California Government Code.

3. **The bank must fulfill orders for currency and coin through the City's courier upon request.**

The City can place change orders through our online banking portal, CEO, to be delivered to your location on the date and time selected. You must have this service included with your courier contract, but Wells Fargo can accommodate this request with the authorized users you select at the City. In addition to online change orders, with enough notice, change orders may be placed with the local branch as well, if required.

Cash vault services

You can place change orders online, by touch-tone order service, through a standing order, by transmission, or through DTS Connex®. Your contracted armored courier delivers change orders from a Wells Fargo vault to your location. For cash vault services, we will work with you during implementation to review cash vault restrictions and help you to compare our suite of services to identify the best option for you.*

* Some services are available subject to applicable product eligibility.

The City should contract directly with, and pay fees directly to, an armored courier of your choosing from our approved list of courier companies.

4. The bank will engage a team or specific relationship coordinators for the life of the contract.

Your relationship manager, Jamie O'Connell, and the treasury management sales consultant, Gurleen Pannu, are part of our Government Banking group, a team of seasoned professionals dedicated exclusively to serving the unique banking needs of the public sector. This team provides consultative, analytical, and qualitative service — your needs are our first priority. We enlist the help of our subject matter experts, should the need arise.

5. The bank will provide full account reconciliation, positive pay, electronic fraud protection, electronic deposits and disbursement, online wire entry, and online stop-payment placement.

Acknowledged and agreed. Wells Fargo meets these treasury service requirements. We provide service details in our response to section C, General banking services.

6. Online reporting includes prior day transactions (no later than 8:00 a.m. Pacific Standard Time the next day) and current day transactions.

The City can access both prior business day and current business day account information through our electronic banking system.

We update previous day information by 3:30 a.m. Pacific Time Tuesday through Friday and by 5:30 a.m. Pacific Time on Saturday.

We update current day (intraday) information multiple times throughout the day. The exact times vary depending on the specific transaction types and report. We report transactions and update the current ledger and available balances on a near real-time basis.

7. Compensating balances and sweep accounts are preferred.

We accept compensation in fees, balances, or a combination of the two. The same price schedule applies, regardless of the compensation method.

8. Provide key measures of the bank's financial strength, including ratings from nationally recognized rating service(s) and banking rating service(s). Include one copy of the bank's most recent audited financial statements and one copy of the bank's rating from a nationally recognized rating service.

Wells Fargo & Company is a nationwide, diversified financial services company. We're headquartered in San Francisco, but we're decentralized, so every local Wells Fargo office is a headquarter for satisfying all our customers' financial needs and helping them succeed financially.

We identify key measures of our financial strength in the following table.

Key facts	Measure
Capital ratios	
Total equity to assets[1]	9.51%
Risk-based capital[2]	
• Common equity Tier 1	11.85
• Tier 1 capital	13.54
• Total capital	16.75
Tier 1 leverage[2]	8.36
Market value of stock[3,4]	$161.8 billion
Total assets[2]	$1.9 trillion+
Customers[3]	70 million
Digital (online and mobile) active customers[3]	32.9 million
Households[3]	1 in 3

1. Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Investor Relations > Annual Reports and Proxy Statements > 2020 Annual Report.
2. Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Investor Relations > SEC and Other Regulatory Filings > Q1 2021 Form 10-Q.
3. Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Who We Are > Quarterly Fact Sheet.
4. Based on sales, profits, assets, and market value as of March 31, 2021.

9. Provide the financial institution's current level of public funds deposited and related collateral market value.

As of 05/31/2022, public funds deposits were $4,009,119,794.93 and market value in collateral was $4,824,368,608.81.

10. The ability to accept multiple file submissions from our payment processing financial system.

Consolidated payables file transmission

You can initiate ACH payments directly from your treasury workstation, enterprise resource planning (ERP) platform, or accounts payable (AP) system when you use our consolidated payables service. Saving you time, our service groups ACH transactions and multiple other payment types in a single file.

The service supports the following payment types.

Payment types for consolidated payables	
U.S. ACH transactions in U.S. dollar (USD)	Foreign currency wires
USD and Canadian Dollar (CAD)* paper checks	Requests for transfer (SWIFT MT101 messages)
Global ACH transactions in foreign currencies	Wells Fargo virtual card transactions
USD wires	Disbursements with Zelle®†

* CAD paper checks are available only for off-us accounts.

† Zelle® and Zelle®-related marks are wholly owned by Early Warning Services, LLC, and are used herein under license.

Our consolidated payables service separates payments by type and processes them accordingly, sending traditional or human-readable remittance information to payees as appropriate.

11. Provide the City with a check scanner for deposit of checks directly from City Hall as well as a "smart-safe" for deposit of cash.

Your treasury management sales consultant, Gurleen Pannu, helps you select and purchase equipment that best suits your business needs.

Our remote deposit service is compatible with Panini, Canon, and Digital Check scanners.

Check scanners are ordered through our vendor Superior Press, and may be applied to analysis and the transition allowance we are offering if used within the first 12 months.

Prior to installation, the smart safe vendor you select will arrange for an installation specialist to conduct a site readiness inspection at your locations. The vendor will typically install the safes on a concrete base and use bolts that secure the safes to the floor.

The smart safe is a contract between the City and an armored courier of your choice. We are only on the receiving end of the transmission, and those contracts are held separately from ours and are not included in our proposal. The safe purchase or lease is an agreement with a different vendor and not subject to our response, but we include information about the cash received related to this service.

12. Image of deposited items and provide online access for deposit reconciliation including images of deposited items.

Acknowledged and confirmed. Once captured, images are available for viewing through our online banking service within two hours of your deposit cutoff time.

13. Provide online and email notification of deposit issues within 24 hours.

You can choose from several options to receive returned entries and notifications of change (NOCs). You can receive them by:

- Online
- Email
- Transmission
- Your ERP, accounting platform, or payment system
- Fax

You can choose the option that best suits your needs. The ACH Return/NOC report is available through our online information reporting service. This report provides a settlement summary and full detail about each return. The report includes:

- NOCs
- Dishonored returns
- Contested or corrected dishonored returns
- Redeposits
- Refused NOCs
- Administrative returns

You can view this report in HTML or PDF format and download it in BAI V2, CSV, or Excel format.

14. Possible off-site credit card payments on City-issued mobile devices.

With Clover Go, the City can use your mobile phone or tablet to accept payments wherever you do business. You download an app to your iOS or Android device. Then, with the use of one card reader, cardholders can dip or tap to pay. The card reader, which connects using Bluetooth, is EMV chip card enabled. The service can capture signatures for card transactions. In addition, you can record cash and check transactions for reporting purposes.

You connect using your device's cellular data plan or Wi-Fi supported with a wireless router or hotspot. Please refer to the response to section E. New services and ideas, Wells Fargo Merchant Services, for more details.

Security and fraud protection tools

With all devices, encryption and tokenization help protect card data, while EMV chip card technology helps prevent in-person fraudulent transactions.

To help potentially reduce your payment card industry (PCI) compliance scope, you can configure the Clover Station Solo, Clover Station Duo, Clover Mini, and Clover Flex devices to provide point-to-point encryption (P2PE) and PCI P2PE-certification at no additional cost.*

* Because Clover Go uses a Bluetooth card reader linked to your own mobile device, the solution cannot be PCI P2PE-certified and you cannot accept PIN-debit transactions.

15. Provide positive pay services with online transmission of check details.

Positive pay is an important tool for reducing losses due to check fraud or check processing errors. With our same-day and next-day positive pay services, we identify checks that may be fraudulent or unauthorized by matching checks presented against your account for payment to the check issue information that you provide us.

Please see the response to section C, question 5, for details.

16. Provide positive pay exception item review and correction online.

Our balance reporting system integrates positive pay reports, both online and through our mobile service. You can view a list of positive pay exception items, view check images, and submit pay and return decisions.

All exceptions will post to your account; however, we do not include MICR errors and misreads with positive pay exceptions. Our Operations group will reverse MICR errors and misreads, and then repost them with the correct information on the following business day.

17. Provide online stop-payment services.

You can submit stop payment orders online or by electronic transmission in your account reconciliation or positive pay check issue file. With both methods, you can place stop payments 24 hours a day, seven days a week, from multiple locations. We process stop payments in real time.

Please see the response to section C, question 6, for details.

18. Provide all canceled checks daily (by 8 a.m. next day) and monthly, sorted in check number order. Provide an electronic file of paid/cleared check images (front and back), in addition to any alternative electronic archival system used by the bank.

You can request front and back paid check images and receive them promptly through our online Transaction Search service. Images are available by 6:00 a.m. Pacific Time the business day after posting. Some images may also be available on an intraday basis.

Our image transmission service, Image File Import (IFI), provides a daily, weekly, semi-monthly, or monthly file of paid check images, and related index information. Image files are available as early as 8:00 a.m. Pacific Time the day after posting.

When processing paper items, check truncation is our standard service. We image these items. The City can search for images of disbursement checks posted to your account for up to seven years.

19. Provide online access to cashed check images.

You can receive check image detail online or through image transmission.

Online

You can retrieve, view, print, and download disbursed check images through our online banking portal using our Transaction Search service. Images are available by 6:00 a.m. Pacific Time the business day after posting. Some images may also be available on an intraday basis. Images are available for seven years.

Image transmission

Our image transmission service provides a daily, weekly, semi-monthly, or monthly file of paid check images, and related index information. Image files are available as early as 8:00 a.m. Pacific Time the day after posting. Through our secure transmission platform, you can download files into your internal archives, or to our viewing software. During implementation, you will choose which format, XML or PDF, you want to use for your files.

20. Method of reversal of automatic direct deposits for errors.

You can choose from the following options for initiating an ACH transaction or batch reversal:

- Include a reversal transaction in your next ACH file
- Submit a reversal request online
- Email or fax your reversal request to us

Per National Automated Clearing House Association (Nacha) guidelines, you must notify receivers of any reversals and submit your reversal requests within five business days after settlement. Our deadline for reversal requests is 1:00 p.m. Pacific Time on the fourth day after the entry's posting date. For same-day transactions initiated online, through email, or through fax, reversal requests must be received before 5:00 a.m. Pacific Time.

Security procedures

ACH file

Individuals who can originate ACH transmission files at the City can include reversal entries in the file.

Online

Only your authorized users can initiate reversal requests through our online banking portal. Your company administrator can grant or restrict user access.

Email or fax

If you choose to use our secure email or fax option, we provide you the required forms. You control who has access to these forms at the City. We accept all emailed and faxed forms, as long as all required fields are complete, and an authorized user has signed the form.

Notification

We offer the following options for notification of reversal results:

- Call our ACH Customer Service group for confirmation
- Receive a confirmation when you initiate a reversal online
- Receive a CNote when you send a reversal file or batch
- Receive one or both of the following end-of-day processing reports by fax or transmission: Delete/Reversal Summary report and Delete/Reversal Item report
- View ACH reports on our online banking portal

21. Accept and send ACH transactions.

Our electronic link to the ACH network allows us to receive and initiate any payment type available through Nacha. We have no processing window restrictions. You can initiate same-day, one-day, and two-day ACH transactions that settle to U.S. accounts through all of our input methods. When using our online initiation service, you can require dual approval for outgoing ACH payments. Our ACH Fraud Filter service further helps to protect your accounts with options to review or stop unauthorized debit and credit transactions.

You can increase your accounting efficiency with detailed treasury reporting, and you can gain a more predictable cash flow — versus using paper checks — because settlement options let you know when payments will clear. Streamlining your business, you can use our ACH services to:

- Deposit employees' wages directly into their checking accounts
- Pay vendors
- Convert paper checks to ACH debits for electronic processing
- Make state and federal tax payments
- Make international payments
- Handle cash concentration and disbursement transactions
- Make other direct deposits and direct payments

22. Accept ACH payment files from 3rd parties.

We receive files from hundreds of vendors who process payroll files for our customers. During implementation, we ask for a contact from the City whom we contact in the event that there are any production issues when processing your ACH transactions. We also ask for a technical contact from your third-party processor.

During implementation, we:

- Coordinate the transmission setup with your technical contact
- Discuss various transmission protocols we support
- Require acceptable test files before moving into production

Once in production, we process the files from your vendor as if you sent them to us directly. Because your processor sends your payroll file to us, the processor receives the CNote file confirmation. You can choose for us send your returned items either to your processor or the City.

23. Provide ACH debit blocking services.

We offer two options that block ACH debits to your account.

We can automatically return transactions that you did not preauthorize* and process all that you preauthorized. Alternatively, we can block all ACH activity from posting to your account.

* ACH reversals bypass the ACH Fraud Filter service and post to your account automatically.

24. Provide a secure electronic method to initiate intra-bank transfers.

Online banking portal

Our online banking portal is available 24 hours a day, seven days a week, providing you with single sign-on access to account information and a wide range of financial services. By tailoring your user preferences on the portal home page, you can view your account balances and transaction information at a glance. Transfers are secure, requiring dual control on all money movements between accounts.

The services you can access through our online banking portal are listed in the following table.

Online services	
Treasury Management	Treasury Information Reporting
ACH Payments	• Pooling and Intercompany Loans
Alerts	WellsOne® Expense Manager
Basic Banking	WellsOne Virtual Card Payments
Bill Manager	WellsTax® payments
Cash Concentration	Wire Transfer
Cash Vault	**International Services[2]**
Centralized Disbursements	Canadian Treasury Services
Deposit Maintenance	CyberSuite
Desktop Deposit®	Foreign Exchange (FX)
Electronic lockbox (E-Box®) Decisioning	CEO Trade
Electronic Document Delivery	**Credit, Loan, and Finance**
Fraud Manager	Capital Finance
• Positive Pay	Commercial Mortgage Servicing View
• Check Issues[1]	Credit Management
• ACH Fraud Filter	Customer Online Management System
Healthcare Claims Payments	**Trust and Investment[3]**
Healthcare Supplier Payments	Allspring Funds®
Lockbox	Commission Management System
Payments	Derivatives Access
Payment Manager®	Fed Funds

Online services	
Payment Manager File Validation Tool	Institutional Investing: Reporting
Receivables Manager	Institutional Investing: Trading
Returned Item services	Mutual Fund Reporting
Reverse Positive Pay	Mutual Fund Trading
SAFE Transmission	Prime Services
CEO Administration	Security Valuations
Statements & Notices	Trust Information Delivery
Sweep Statements and Confirmations	Trust Portfolio Reporting
Transaction Search • Search transaction history • Images • ACH Deletes and Reversals • Stop Payments	Wells Capital Management Wells Cap Portfolio Reporting

1. Add new checks, cancel existing checks, or place stop payments.
2. Deposits held in non-U.S. branches are not Federal Deposit Insurance Corporation (FDIC) insured.
3. Investment products are not FDIC insured, are not deposits of, or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Features and capabilities

With our online banking portal, you can:

- Sign on for services, including alerts by email or text
- Centralize your payment and disbursement capabilities
- Place stop payments, research transactions, and view images
- Customize and download current and previous day reports
- Initiate domestic and international ACH payments, wire transfers, FX, trade, credit, and trust transactions
- Help mitigate fraud and operational risk with advanced monitoring tools
- Set and manage user authorizations, transaction limits, and assign administrators

To see a demonstration of our online banking portal, please contact your treasury management sales consultant, Gurleen Pannu.

Security features

User security

All users must enter a company ID, user ID, and password to access our online banking portal.

In order to access transaction-based or user-management services, a user must enter a PIN and token code. This second level of authentication helps ensure that the individual performing an activity on your account is authorized to do so.

Dual custody

To help reduce your fraud risk, we require dual custody (separate users to initiate and approve) to release online payment transactions, and for any administration services related to transaction-based services.

> Dual custody is an industry standard and best practice. This feature helps protect against fraud that could originate inside or outside your company.

For maximum effectiveness, dual custody should involve two users on different computers or mobile devices. You can choose to add dual custody to other online features such as user setup and password resets. By separating user tasks to initiate and approve a payment or make changes to user access, you are better positioned to help prevent fraud.

Additional security measures

We offer extensive security measures to help safeguard your information when you access any of our online services. From physical security of our data centers to encryption of data transmissions to sophisticated access controls, we take precautions to help ensure that your information is safe.

The security of our online banking portal includes:

- Computer network security
- Data center security
- Round-the-clock monitoring
- Data integrity
- Access controls
- Internal controls

25. Provide a secure electronic method with dual authorization for wiring funds.

We offer multiple methods for electronically initiating transfers. All methods provide the ability to require dual control release capability. This includes wires sent to other Wells Fargo customers and beneficiaries at other banks. The City may also set up a dual control wire template for vendors like LAIF and preapproved agencies.

26. Provide online balance reporting services.

Previous day

Our previous day reporting includes all transaction types that post to your accounts. Our standard data storage provides access to seven calendar days of history. We also offer optional extended storage of 30, 60, 90, or 120 calendar days for balances and transaction details.

We update previous day information by 3:30 a.m. Pacific Time Tuesday through Friday, and by 5:30 a.m. Pacific Time on Saturday, though it is often available sooner.

Online and mobile information reporting

Previous day reports	With this report you can:
ACH Customer Activity	Access ACH settlement information and adjustment details by account, as well as a summary of return activity so you can make more informed decisions about managing your accounts.
Express Balance	Receive a quick snapshot of your previous day account balance information as well as your current available balance.
Month-to-Date Balance	View a daily summary of account balances — including averages, aggregate float, and total transactions — posted to your account for month-to-date, prior month, or a specific date range.
Previous Day Posting Status	View this report throughout the day to see when your accounts' previous day information is available. This report can include information for Wells Fargo accounts and accounts at other financial institutions.
Previous Day Composite	Receive a comprehensive view of previous day posted account information, including balances, transaction summaries, and transaction details. You can also view images of each check transaction and view full detail for wire transfers and received ACH transactions.
Previous Day Return Item	View details of paper returns after they are charged to your account. You can also view images of each returned item.
Sweep Account Position*	Monitor your line of credit, view your investment position for the next day, see how sweep activity impacts your line of credit, and track dividend accruals.

* For Money Market Mutual Fund Stagecoach Sweep® and Credit Sweep customers only. Investment products are not FDIC insured, are not deposits of or guaranteed by the bank, and may lose value. Deposit and credit products are offered by Wells Fargo Bank, N.A. Member FDIC.

Current day

Our current day reporting includes balance information and the following transaction types:

- ACH debits and credits
- Cash letter deposits with availability
- Incoming and outgoing domestic and international wire transfers
- Lockbox deposits with availability and detail
- Remote deposits with detail

Our standard data storage provides access to seven calendar days of transaction history. We also offer optional extended storage of 30, 60, or 90 calendar days.

We update current day information multiple times throughout the day. The exact times depend on the specific transaction. We report transactions that post, and we update current ledger and available balances, on a near real-time basis.

Online and mobile information reporting

Intraday reports	With this, report you can:
ACH Origination	View ACH-originated transactions and confirm that Wells Fargo received and processed them.
ACH Receive	View timely information for all received ACH transactions that will post to your account at the end of the current day.
ACH Return/NOC	Receive detailed information for all ACH transactions that were returned for any reason, as well as NOC information for items that processed successfully but may require additional action.
Deposit Detail	View your electronic deposits for the day, including the items in each deposit and whether the items were processed as checks or converted to electronic transactions.
E-Box	Review and post payments that originate through an online bill pay service. View information needed to match payments to your accounts receivables (AR).*
EDI Payment Detail	Obtain detailed ACH and EDI payment data with addenda translations from your trading partners in a comprehensive format.
Intraday Composite	Receive a comprehensive view of intraday information, including balances, transaction summaries, and transaction details.
Intraday Position	View total balances across multiple accounts with summarized debit and credit information, helping you determine your intraday cash position, and make daily investment and borrowing decisions.
Intraday Return Item Detail	Access details of returned paper items before your account is charged for the returns.
Lockbox Availability	Determine your funds availability for all lockbox deposits.
Lockbox Detail	View detailed information about received lockbox payments from your customers. You can also view images from each deposit, including checks and remittance documents.
Wire Transfer Detail	Receive complete details for all outgoing and incoming wire transfers, including book transfers, domestic U.S. wires, and cross-border wires.

* Standard report storage is 60 days. We do not offer extended storage for this report.

27. Allow approximately 5 City employees with different levels of authorization to access the bank's online reporting system.

Your company administrator can perform a variety of functions through our online administration service, including:

- Creating, maintaining, and deleting user access, including password resets
- Restricting user access to services and accounts and setting transaction dollar limits
- Creating account or user lists to better organize your users and accounts — lists can be used throughout the administration service to easily select multiple accounts or users to administer
- Setting up multiple users with similar access controls at the same time
- Establishing additional controls for specified transactions and functions that require review and approval by a one or more approvers before the request is executed*
- Setting up forced dual controls for all tasks performed through the online administration service*
- Running management reports that show current user entitlements for a rolling 365 days of administration activity history

* We require dual custody for money movement transactions and changes to user access.

28. Provide account reconciliation services for disbursements (full, partial or positive pay, depending on account).

We offer our disbursement customers the option of either full or partial account reconciliation plan (ARP) services.

We work with you to help you choose the service option that best meets your requirements.

29. Provide monthly activity statements and reports by the 10th day of the following month or sooner.

Monthly statements are available online for the current month and the previous 12 months.

The following table lists the mailing dates and online availability of statements and optional reports.

Service option	Business days after cutoff: online	Business days after cutoff: mailed
Demand deposit account (DDA) statements	1 day	3 days
Full reconciliation statement and reports (with or without positive pay)		
Month-end cutoff	4 days	6 days
Non-month-end cutoff	4 days	4 days

Service option	Business days after cutoff: online	Business days after cutoff: mailed
Partial reconciliation statement and reports (with positive pay)		
Month-end cutoff	4 days	6 days
Non-month-end cutoff	4 days	4 days
Partial reconciliation statement and reports (without positive pay)		
Month-end cutoff	1 days	2 days
Non-month-end cutoff	1 days	1 days

30. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.

Our interactive account analysis statement is available online.

The City can select individual or multiple items to trend up to 13 months of analysis history, giving you a quick overview of changes in your activity and pricing.

31. Collateralize all collected balances, in excess of balances insured by the FDIC as required by applicable Federal/California Government Codes.

Agreed. We will comply with all collateral requirements set forth in the California Government Code.

32. The city requires a daily deposit pick-up from City Hall with additional pick-up available upon request via an armored car service provider.

The City should contract directly with, and pay fees directly to, an armored courier of your choosing from our approved list of courier companies.

We will assist you in identifying local courier services.

IV. Information requested

A. Qualifications and experience

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

Our history

On March 18, 1852, our founders — Henry Wells and William G. Fargo — began an innovative start-up company dedicated to helping customers build businesses and manage money in a rapidly changing world. Wells and Fargo used their hands-on experience making deliveries by steamship and stagecoach to develop a network of offices from California to New York and around the world. Wells Fargo agents in thousands of communities provided financial services to local businesses, including money orders and funds transfers by telegraph as well as delivery of valuable goods and mail.

Much has changed since 1852. New communities and industries have emerged and grown. Evolving technology has made communication and financial transactions faster. Across time, and for every generation, Wells Fargo has continued helping customers go further by providing innovative financial services to get ahead. In times of prosperity, depression, or war, people and businesses have turned to Wells Fargo for the solutions they need to survive and thrive. We're committed to continuing this legacy of providing essential services, innovative solutions, and removing barriers so that we help enable consumers and communities achieve prosperity and success.

Our footprint

Wells Fargo & Company is a nationwide, diversified financial services company with $1.92 trillion in assets. We provide banking, insurance, investment, mortgage, and consumer and commercial finance services through more than 7,200 locations, 13,000 ATMs, as well as, online (wellsfargo.com), and through mobile devices. We're headquartered in San Francisco, but we're decentralized, so every local Wells Fargo office is a headquarters for satisfying all our customers' financial needs and helping them succeed financially. We do business with more than 70 million customers and one in three U.S. households. We have approximately 254,000 employees.*

* As of August 2021.

The list of Wells Fargo & Company subsidiaries is included in the annual 10-K filing at https://www.wellsfargo.com/about/investor-relations/filings/

We have approximately 254,000 employees.*

* As of August 2021.

2. Provide the address of the office location(s) that will service the account.

For local convenience, we have two Beaumont branch locations:

Beaumont branch	2nd Street Marketplace branch
499 E. Sixth St.	1494 E. Second St.
Beaumont, CA 92223	Beaumont, CA 92223

Your relationship manager, Jamie O'Connell, will house the City's relationship with our local Government Banking group, and her office is in San Bernardino. She works with the City on all projects and requests directly, and visits you onsite at City Hall as requested.

3. Describe the experience of the financial institution in providing similar services for other cities and institutions.

Wells Fargo Government Banking

For almost 170 years, Wells Fargo has been a trusted financial institution. We're a leading national bank ranked third in assets by the FDIC in 2022. The strength of our balance sheet helps us serve our government customers across the country.

Government Banking is part of our Specialized Industries group. Through this group and its resources, we strive to provide the high level of service that you expect and deserve from your banking provider.

Our more than 300 Government Banking team members work with nearly 5,500 government customers across our footprint of 39 states and the District of Columbia, with $42 billion in deposits and $21 billion in commitments.

A dedicated government team

Our Government Banking group aligns sales, specialized banking teams, investment banking professionals, and tax-exempt fixed-income trading and distribution capabilities.

The team itself consists of more than 300 banking, credit, and treasury management professionals including relationship managers, treasury management sales consultants, treasury management sales analysts, customer service representatives, and implementation consultants who work together as one team in order to help provide you with industry knowledge and expertise.

Our 79 relationship managers are tenured professionals who are local to their markets. A dedicated relationship manager oversees your relationship, with your treasury management sales consultant further supporting your relationship by sharing new ideas and consulting with you about your services.

Customers like you

We support approximately 5,500* government customers with our coast-to-coast, national GB practice, giving your local team access to industry intelligence and innovative best practices.

* Wells Fargo internal reporting, as of 2021.

In the State of California, our dedicated Government Banking team of local relationship managers provides solutions for 801 government organizations who hold an average balance of $4 billion.

Our customer relationships include federal, state, county, and city governments, as well as government agencies, authorities, and municipal utilities. In addition to the regional support provided by our teams, we also specialize in key subsectors of the industry including public power, transportation, and state housing finance authorities.

Helping you meet your challenges

We understand the different needs and challenges facing our government customers. Our employees work with you to help you maximize efficiency and take advantage of cost-saving options. They can also help you navigate the strict guidelines and technology challenges unique to government customers. Whether advice on how to raise capital, manage assets, or increase operational efficiencies, we constantly share the knowledge we've gained from other government customers that have similar challenges.

An enhanced customer experience

We regularly monitor our service levels to validate and help ensure the consistent quality of the customer service that we provide you. We also offer educational sessions on current treasury management topics to keep you aware of industry best practices and regulatory changes.

Why Wells Fargo?

We help make it convenient to use our services. As one of the first banks in the U.S. to offer web-enabled treasury management services, Wells Fargo is recognized as a leader in online and mobile services, as shown below.

Global Finance*	Best Corporate/Institutional Digital Bank in North America (2020) • Best Online Portal • Best Online Investment Management Services • Best Trade Finance Services • Best Integrated Corporate Banking Site • Best Information Security and Fraud Management Best In Social Media Marketing and Services • Best Open Banking Application Programming Interfaces (APIs)
Keynova Mobile Banking Scorecard†	#1 in Overall Performance, tied with Bank of America and Chase #1 in Mobile Web Banking Experience and Privacy and Security (March 2020)
Keynova Small Business Banking Scorecard†	#1 Overall Performance — Small Business Banking Experience through Digital Channels (2020)

* Global Finance. August 12, 2020. "World's Best Digital Bank Awards 2020 Press Release."

† Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Who We Are > Quarterly Fact Sheet.

4. Complete the following table with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the proposer is not rated by these rating organizations, provide other evidence of the institution's financial strength.

Wells Fargo subscribes to DBRS, Fitch, Moody's, and Standard & Poor's ratings agencies. We include our current ratings in the following table.*

Wells Fargo & Company	DBRS Morningstar	Fitch	Moody's	S&P Global
Long-term Issuer Rating	AA (low)	A+	A1	BBB+
Short-term Issuer Rating	R-1 (middle)	F1	P-1	A-2
Senior Unsecured	AA (low)	A+	A1	BBB+
Subordinated	A (high)	A-	A3	BBB
Preferred Stock	A (low)	BBB	Baa2	BB+

Wells Fargo Bank, N.A.	DBRS Morningstar	Fitch	Moody's	S&P Global
Long-term Issuer Rating	AA	AA-	Aa2	A+
Short-term Issuer Rating	R-1 (high)	F1+	P-1	A-1
Bank Deposits	AA	AA	Aa1	A+
Senior Unsecured	AA	AA-	Aa2	A+
Subordinated	AA (low)	A	Aa3	BBB+

* The information provided can be found on our Investor Relations site and is provided for informational purposes only. We do not guarantee the accuracy or completeness of information on or available through this site, and we are not responsible for inaccuracies or omissions in that information or for actions taken in reliance on that information. Please read Legal Disclaimers before using or relying on information on or available through this site. Potential investors in our securities should seek professional advice before they invest.

5. Discuss the firm's current capital structure, adequacy, and coverage. If applicable, provide the firm's risk-based capital classification (Well Capitalized, Adequately Capitalized, Under Capitalized, Significantly Undercapitalized).

Wells Fargo & Company is a nationwide, diversified financial services company. We're headquartered in San Francisco, but we're decentralized, so every local Wells Fargo office is a headquarter for satisfying all our customers' financial needs and helping them succeed financially.

We identify key measures of our financial strength in the following table.

Key facts	Measure
Capital ratios	
Total equity to assets[1]	9.51%
Risk-based capital[2]	
• Common equity Tier 1	11.85
• Tier 1 capital	13.54
• Total capital	16.75
Tier 1 leverage[2]	8.36
Market value of stock[3,4]	$161.8 billion
Total assets[2]	$1.9 trillion+
Customers[3]	70 million
Digital (online and mobile) active customers[3]	32.9 million
Households[3]	1 in 3

1. Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Investor Relations > Annual Reports and Proxy Statements > 2020 Annual Report.
2. Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Investor Relations > SEC and Other Regulatory Filings > Q1 2021 Form 10-Q.
3. Wells Fargo. 2021. wellsfargo.com > About Wells Fargo > Who We Are > Quarterly Fact Sheet.
4. Based on sales, profits, assets, and market value as of March 31, 2021.

Capital adequacy and risk coverage

Wells Fargo manages a variety of risks that can significantly affect our financial performance and our ability to meet the expectations of our customers, shareholders, regulators and other stakeholders. We continue to monitor our business, including our loan portfolios, for potential direct, indirect, and macro-economic impacts.

For additional information about how we manage risk, see the “Risk Management” section in our 2021 10-k annual report, link below.

6. Include an electronic copy of the most recent audited financial statement and the latest 10-k report with the proposal.

You can locate Wells Fargo & Company’s most recent annual report through the following site: wellsfargo.com/invest_relations/annual.

You can locate Wells Fargo Bank, N.A.’s last four quarterly call reports through the following site: https://cdr.ffiec.gov/public/ManageFacsimiles.aspx by using the Wells Fargo Bank, National Association FDIC Certificate No. 3511.

7. Provide the bank's Community Reinvestment Act (CRA) rating.

Community Reinvestment Act rating

The Community Reinvestment Act (CRA) of 1977 requires banks to meet the credit needs of all the communities where they do business, especially low- and moderate-income communities. In its most recent CRA Performance Evaluation, which covers the years 2012-2018, the OCC gave Wells Fargo an overall CRA rating of "Outstanding."

The CRA Performance Evaluation notes that Wells Fargo is a "leader in making community development (CD) loans," and makes "significant use of innovative and flexible loan products" to meet credit needs. The Performance Evaluation also noted that our retail banking options are accessible in a majority of the areas surveyed and that we serve our customers through full-service ATMs, phone banking, online and mobile banking, and mobile payments. On the individual components of the Performance Evaluation, Wells Fargo received an "Outstanding" on the Lending Test, a "High Satisfactory on the Investment Test, and a "High Satisfactory" on the Service Test.

The OCC also rated our performance in the State of California as "Outstanding," which reflects our strong track record of lending to, investing in, and providing service to low- and moderate-income communities, both in the State of California and nationwide.

We are deeply committed to economic growth, sustainable homeownership and neighborhood stability in low- and moderate-income communities and expects to invest above and beyond what is required by the CRA. Community reinvestment is an integral part of our business culture. We have long understood that we can be no stronger, nor more successful, than the neighborhoods and communities where we do business. Supporting our communities allows us to better meet our customers' financial needs and helps us to achieve our goal to be one of America's best companies.

You can find our most recent CRA performance evaluation at the following link: wellsfargo.com/about/community/wfcra/perf_evaluation.

The California evaluation starts on page 245.

8. Be sufficiently capitalized to accommodate the City's cash management needs and ensure collateralization of funds.

Wells Fargo meets this requirement. Our public funds deposit collateralization program complies with all applicable statutes and regulations governing public funds deposits, including the pledge and perfection of collateral. Identifier codes — used on public funds accounts — trigger collateralization. We determine collateral needs based on the prior day's close of business account balance. However, we can accommodate same-day collateral requests upon sufficient, advanced notification of an incoming deposit.

The Public Fund Database generates daily reports that allow us to monitor daily balances, and FDIC and collateral requirements. We collateralize deposits by using securities that maximize the bank's liquidity while meeting all applicable collateralization requirements. Wells Fargo obtains market value from established third-party services. The collateral value is market-to-market daily.

We closely monitor deposit balances to ensure they are operational in nature and support the ongoing business needs of our customers. For deposit balances consistently in excess of a customer's operational needs during periods of elevated liquidity, we offer off-balance sheet solutions through our sweeps to money funds and fixed income platform to accommodate a customer's needs. We reserve the right to assess a monthly deposit balance fee based on average positive collected balances that we determine are in excess of a customer's operational cash needs.

INVESTMENT PRODUCTS: NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

B. Personnel

1. Provide the name, title, address, phone number, fax number and email address of the primary contact person(s) assigned to this account.

Your Wells Fargo Government Banking team understands your business objectives and has the experience to provide the City with the solutions and relationship support you deserve and expect of your financial service partner. Your core relationship team is led by relationship manager, Jamie O'Connell, and treasury management sales consultant, Gurleen Pannu. Together your team looks forward to working with you as your primary banking partner and are committed to bringing you innovative, efficient solutions to enhance your treasury management processes.

We center our business on the needs of our customers. We take pride in approaching each relationship individually and, as one team, leveraging our resources to create the most value for our customers. We create value through providing industry knowledge and expertise, strength and stability, and an enhanced customer experience.

Jamie O'Connell
Relationship Manager
334 W. Third St.
First Floor
San Bernardino, CA 92401
951-295-7482
866-205-4778 (eFax)
jamie.oconnell@wellsfargo.com

Gurleen Pannu
Treasury Management Sales Consultant
999 Third Ave.
42nd Floor
Seattle, WA 98104
206-833-4083
gurleen.pannu@wellsfargo.com

Biographies of your full Wells Fargo relationship team follow.

2. Describe your firm's policy on changing the primary contact person on an account.

We consider your preferences when assigning a relationship manager to your relationship and make a concerted effort to keep the existing relationship assignments in place and unchanged. However, there are cases, mostly due to natural attrition, where a new relationship partner is assigned to replace a departing employee.

In the event that your relationship manager exits their role, we provide you with as much advanced notice as possible, and also make a good-faith effort to replace the individual with someone equally qualified and experienced.

We facilitate a full knowledge transfer, as well as a warm handoff, so that you're comfortable with the transition and feel confident that your services will continue without interruption.

In addition, our top priority is to provide all members of our Customer Care for Businesses (CC4B) Service Office with equal training, so that in the event of staff turnover the City will receive the same high level of attention and customer service.

3. Name the individuals who will work with the City on a day-to-day basis. Information should include:

a. Experience working with other City and or government institutions.

b. Proposed role with regard to the City's account.

c. Number of years of experience in this field

d. Number of years with your firm

e. Describe the level of local decision-making authority these individuals have to handle emergency need of the City as they arise.

Local, dedicated relationship team

Our relationship-focused approach to our diversified set of products and services helps ensure you have solutions that are right for you — at the right time. We are your advocate, and our goal is to exceed your expectations and establish an interactive relationship. The following chart contains the biographies with pertinent information of your team.

Your relationship manager, Jamie O'Connell, and her leadership team have full local decision-making authority to handle emergency needs of the City as they arise.

Relationship Manager
Jamie O'Connell, Vice President

334 W. Third St.
Fourth Floor
San Bernardino, CA 92401

jamie.oconnell@wellsfargo.com
951-295-7482 mobile

Jamie offers the City consultative financial and banking guidance and coordinates the team of specialists that support your banking relationship. Jamie is your advocate at the bank and assists with all financial services you request from the bank.

She began working for Wells Fargo in 1996 and has been a relationship manager since 2012, but has focused on Government customers for the past 15 years. She is celebrating her 26th work anniversary at Wells Fargo this year.

She is an active member of the Wells Fargo Volunteer Chapter and is on the advisory board for the Inland Empire Ronald McDonald House. She also organizes volunteer groups for Habitat for Humanity and the Community Action Partnership of San Bernardino County. Jamie is also very involved with CSMFO's annual conference, and local chapter meetings.

Relationship Associate
Anna Gonzales

333 S. Grand Ave.
Seventh Floor
Los Angeles, CA 90071

anna.l.gonzales@wellsfargo.com
213-253-7304, ext. 7304 office

Anna supports your relationship manager, Jamie O'Connell, and helps to enhance your customer service experience. She serves as your liaison with other areas of the bank. She also assists with questions related to account analysis statements and overdrafts.

Anna has been in banking since 2008 and a relationship associate since 2019.

She received her business management degree from Mount San Antonio College.

Treasury Management Sales Consultant
Gurleen Pannu, Assistant Vice President

933 Third Ave.
42nd Floor
Seattle, WA 98104

gurleen.pannu@wellsfargo.com
206-833-4083 mobile

Gurleen offers her treasury management expertise to the City. She shares best practices and product and service information to guide you in developing your treasury management program.

Gurleen has worked in banking since 2011, where she began her career with the Wachovia and Wells Fargo merger. With more than 11 years in finance, Gurleen's background spans from retail to business, and Government Banking. Gurleen has been working with government entities since 2018.

Gurleen received her bachelor's degree in human services from The George Washington University.

Treasury Management Sales Analyst
Jessie Volz, Assistant Vice President

1350 Fashion Valley Rd.
Fourth Floor
San Diego, CA 92108

jessie.volz@wellsfargo.com
619-688-2850 office

Jessie supports your treasury management consultant, Gurleen Pannu. She works with you to begin new service implementations and can assist with treasury management questions when Gurleen is unavailable.

Jessie brings more than 14 years of banking experience to her current position.

Jessie earned her B.S. in business management from San Diego State University in 2008.

Lead Merchant Services Product Sales Consultant
Todd Reed

1350 Fashion Valley Rd.
Fourth Floor
San Diego, CA 92108

todd.reed2@wellsfargo.com
619-857-3855 office

Todd recommends payment processing solutions to fulfill the City's processing needs. He shares best practices and product and service information to guide you in developing your eReceivables program. He can also assist you with other receivables and print services products.

Todd has worked in banking since 2000. He began working for Wells Fargo in 2017 as an eReceivables consultant. He is a Six Sigma Black Belt, an Enterprise Content Management Professional (ECMP), and a Management Action Program (MAP) graduate.

Todd received his B.S. in business administration from the Rochester Institute of Technology.

4. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?

The City will contact our industry award-winning* CC4B Service Office for assistance with your inquiries related to online services. For all other requests, you will contact your relationship team; relationship manager, Jamie O'Connell, and your relationship associate, Anna Gonzales.

* 2020 American Business Awards silver winner for Customer Service Department of the Year.

a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.

The City will contact our CC4B Service Office for assistance with your services. Client service officers assist you until your issues are resolved. They take ownership to navigate your inquiry through any needed solutions and assist with any simple or complex issues you encounter. They are service experts who understand treasury management from your perspective and quickly understand your questions and concerns. Your relationship team prefers to be included on any issues related to signer changes, maintenance on accounts, and escalated inquiries.

Continuity of service

Our client service officers do not have an assigned number of customers. They are trained to understand and respond to the City's needs without interrupting your service.

Escalation process

If you have an issue our client service officers can't solve, they will escalate it on your behalf. It is the responsibility of our client service officers to use the leadership structure to assist with escalations. They may also engage technical support and key product and operational associates.

b. Is local customer service support available at the bank's local branches?

The City may conduct transactions using the local branch, but due to the many customized needs of our Government customers, it is important to always include your relationship manager, Jamie O'Connell, for any of these requests. She can coordinate an appointment for a branch need with the local manager, but all maintenance on accounts is conducted with the local government team. Jamie is located 15 minutes away and can support local meetings at your request.

In the rare occurrence a branch transaction is needed, Jamie can introduce the City to the local branch manager, Catherine Ramos, for additional support. Most of your needs will be met with our treasury management solutions, local government expertise, and online maintenance with your relationship team.

c. What are the hours of operation of each customer service unit involved in supporting the proposed services?

Our CC4B Service Office representatives are available Monday through Friday from 4:00 a.m. to 7:00 p.m. Pacific Time and Saturday from 6:00 a.m. to 12:30 p.m. Pacific Time.

Your relationship team can be reached between normal business hours Monday through Friday from 8:00 a.m. to 6:00 p.m. Pacific Time, holidays excluded.

d. If an error is discovered by the City, how would you propose to resolve it (i.e. who should the City contact first, etc.)?

If an error is discovered, your relationship manager, Jamie O'Connell, and relationship associate, Anna Gonzales, prefer to be the first notified of the issue. For any technical support issues, or online banking support, they may refer you to our CC4B Service Office team that can provide more in-depth training or assistance.

When you contact our CC4B Service Office with an inquiry that requires research, the client service officer who works with you logs your issue and provides you with a case number and an expected resolution time. Your client service officer may also engage additional resources as needed.

5. IT Resources: Will the bank provide dedicated IT liaison(s) to work on set-up, file transfer, testing and troubleshooting/issue resolution? During what hours is technical support available?

Yes. In most cases, client service officers can diagnose your problem and provide a solution on the first call. However, if there is a problem that our customer care representatives can't resolve, they act as your liaison to escalate the issue to our CC4B Technical Support.

Hardware and software issues

While we can't provide support for the City's hardware and software, we will assist in any way we can. For instance, we can help to troubleshoot an issue with a scanner but won't troubleshoot an area that your IT department is more suited to support; we won't put your systems at risk.

Transmissions issues

Our Wholesale Transmissions department focuses primarily on communication issues related to data transmission. Customers who exchange information with Wells Fargo using our data transmission service will also have the help of dedicated support staff.

Hours

Our CC4B Service Office representatives are available Monday through Friday from 4:00 a.m. to 7:00 p.m. Pacific Time and Saturday from 6:00 a.m. to 12:30 p.m. Pacific Time.

Our CC4B Technical Support group is available during the same hours as our CC4B Service Office team: 4:00 a.m. to 7:00 p.m. Pacific Time and Saturday from 6:00 a.m. to 12:30 p.m. Pacific Time.

Again, customer care representatives contact CC4B Technical Support on your behalf and communicate the issue back to you.

C. General banking services

1. Deposit Processing

a. Please provide a listing of bank branches, noting the address and distance of the branch closest to the City.

Wells Fargo has two locations in the City of Beaumont. Our closest branch to the City's main office is located at 499 E. Sixth St.

The branches identified in this table are closest to your locations and can support your commercial deposits for cash and checks.

Your location	Branch	Branch hours (local time)	Branch deposit deadline (local time)	Distance
City of Beaumont **550 E. Sixth St.** **Beaumont, CA 92223**	Beaumont 499 E. Sixth St. Beaumont, CA 92223 951-845-2605	Mon-Fri: 9:00 a.m. – 5:00 p.m. Sat: 9:00 a.m. – 12:00 p.m.	Mon-Fri: 5:00 p.m.	0.09 miles
	2nd Street Marketplace 1494 E. Second St. Beaumont, CA 92223 951-769-2973	Mon-Fri: 9:00 a.m. – 5:00 p.m. Sat: 9:00 a.m. – 12:00 p.m.	Mon-Fri: 5:00 p.m.	2 miles

b. For deposits collected and transported by the City, which branch location do you propose the City use to deposit funds?

We propose the City use our Wells Fargo branch located at 499 East Sixth St., conveniently located across the street from City Hall.

c. Please describe the bank's deposit requirements. How should the coin and currency deposits be prepared? How should un-encoded check deposits be prepared?

Deposit preparation requirements vary based on the deposit method.

Deposits using post verify service

If you use our post verify service — so that we verify your cash deposit after you leave the branch — we require the City to make your deposit in a secure, plastic, tamper-evident, dual-pouch bag. Each bag must contain a bar code, as well as a unique 10-digit serial number on a tear strip, that you retain as a record.

Insert cash in the tamper-evident portion of the bag (top section). Place checks and the deposit ticket in the resealable portion of the bag (bottom section).

You can deposit loose coin in amounts less than $10 at all branches. Most branches accept rolled coin for deposit amounts between $10 and $50. You should use FED standard coin bags for amounts greater than $50. You may include checks and currency on the same deposit ticket.

Night depository

The procedures for night deposits are the same as those for post verification. the City will make your deposit in a secure, plastic, tamper-evident, dual-pouch bag. Each bag must contain a bar code, as well as a unique 10-digit serial number on a tear strip, that you retain as a record.

Insert cash in the tamper-evident portion of the bag (top section). Place checks and the deposit ticket in the resealable portion of the bag (bottom section).

Deposits to a cash vault

Deposits made to a cash vault require a secure, plastic, tamper-evident deposit bag. Each bag must contain a bar code, as well as a unique 10-digit serial number on a tear strip, that you retain as a record.

If you're submitting split deposits, you insert cash in the top section of the bag. Place checks and the deposit ticket in the bottom section. If you're submitting mixed deposits, you insert cash, checks, and the deposit ticket in the deposit bag.

You can deposit both loose and rolled coin in any amount. Special coin bags may be required for weight purposes. We recommend that you deposit checks and currency on separate deposit tickets, but it's not required at most of our cash vault locations.

Deposits to ATM

Using your business ATM deposit card, the City can deposit cash and checks at any of our Wells Fargo deposit-enabled ATMs. The deposit preparation steps are as follows:

- Make deposits in batches of up to 30 items (cash and bills together)
- Deposit cash and checks directly into the ATM — you do not need to use an envelope or deposit ticket

Remote cash capture

You receive detailed deposit preparation requirements and procedures during implementation. The requirements and procedures vary based on the safe model that the City selects. You can deposit loose coin in amounts less than $10 into the safe as a manual deposit.

d. What is the ledger cutoff time for deposits?

Our cutoff times for same-day ledger credit vary based on how you make your deposit.

Branch deposit services

- Deposit-enabled ATM — ATM deposits made before 9:00 p.m. local time will be posted on the same business day. You receive credit the next business day for deposits you make after the deadline, on weekends, and on federal holidays.
- Night depository — Once we process your deposit, you receive same-day credit for cash and check deposits made prior to the cutoff time.
- Teller line — You receive same-day ledger credit for both cash and check deposits made by branch closure, local time.

The branch deposit deadline for your local Beaumont branches is Monday through Friday, 5:00 p.m. Pacific Time.

Remote cash capture (smart safe)

Most customers choose to receive provisional deposit credit the next business day through our standard or premium remote cash capture service, SafeVantage®.

We can provide provisional same-day credit to the City's account. However, this level of service requires establishing a cutoff time that is before the end of a typical business day, which can cause reconciliation problems. In anticipation of matching transaction data, we post on the same day your deposits were made or prior to the cutoff time. We then post the deposits that you make after the cutoff time to the next business day.

The following table shows the cutoff times in local time.

Service level	Cutoff time (local time)	Provisional credit received*
Standard	4:00 a.m.	Next business day at end of day
Premium intraday†	4:00 a.m.	Next business day by 8:00 a.m.

* At implementation, we can discuss questions you may have concerning receipt of provisional credit.
† Additional fees apply.

For check deposits that the City makes in the smart safe's manual drop slot, you will receive credit after the deposit is physically picked up and delivered to Wells Fargo for verification. These deadlines for pickup are the Cash Vault cutoff times.

Cash vault by armored courier service

Different deadlines apply for cash only, check only, and mixed deposits of cash and checks. You receive same-day credit for deposits received by the deposit deadline.

You can place coin and currency orders 24 hours a day, seven days a week — using our online banking portal, automated touchtone phone system, or direct file transmission services. Your armored courier normally delivers your change orders the next day; remote locations may require two days in transit. Contact your armored courier to confirm your delivery times for change orders.

The following table lists our cutoff times for deposits and change orders, in local time.*

Cash vault site	Deposit deadline			Order deadline	
	Cash-only	Check-only	Mixed	Touch tone	Online or Transmission
California					
Los Angeles	7:30 p.m.	7:30 p.m.	6:00 p.m.	10:30 a.m.	10:00 a.m.

**Cash Vault Locations, Deadlines, and Touch-Tone Quick Reference Guide*. Your relationship manager, Jamie O'Connell, can provide this guide. You may also download it from our online banking portal, in the cash vault service section.

Wholesale lockbox

The following table lists our deadline for the Los Angeles site. At sites with more than one deadline, you can choose the time that best meets your internal balance reporting or transmission requirements.

We include payments received after your established deadline (including any payments processed during the weekend or on a holiday), in the following business day's work.

Lockbox site	Deposit time*
Los Angeles	4:50 a.m., 10:00 a.m., 5:00 p.m., 7:00 p.m.

*All times are local.

e. How are deposits created? Are all items immediately verified? If provisional credit is given, when does verification take place? If the financial institution corrects a deposit, how with the City be informed of this change?

The City uses many different deposit methods today, and depending on the service used, the cutoff times may vary. The City may have branch deposits, cash vault deposits, lockbox deposits, and items submitted through remote deposit or our E-Box solution.

No matter the solution, we start the verification process right away and will notify you of any items or transactions that may be subject to return. If something is returned, we notify the City upon our knowledge, and the City can set preferences to obtain returns based on your desired alert settings.

Branch deposit services

You will receive a receipt for the amount listed on the deposit ticket and provisional credit at the time you hand the deposit to the teller.

Based on the branch's proximity to a cash vault location, we verify the cash either at the branch or at one of our cash vault locations. If we complete our verification at the branch, we verify it within 48 hours. If we complete it at a cash vault, we verify it within 72 hours.

You receive an adjustment notice by U.S. mail or email. The notice includes the amount, reason for the adjustment, and location code (if applicable).

Remote cash capture (smart safe)

The smart safe holds your deposit until your armored courier picks it up.

Each smart safe is equipped with a built-in bill validator and counterfeit detection technology. The bill validator verifies the authenticity of each bill and confirms deposits note by note.

The City will receive provisional expedited credit to your account on all cash deposits made by the service cutoff time.

The City has two options to receive provisional credit:

- Standard — You receive credit for your deposits on the next business day in the evening after the cash has been deposited and you can view transactions on previous day reports.
- Premium intraday — You receive next business day credit by 8:00 a.m. local time and view transactions on both intraday deposit and previous day reports.

Deposit adjustments

The safe vendors' guarantee programs cover nearly all deposits that their safes validate; however, the process for reimbursement differs by vendor.*

Brinks

The Brinks guarantee covers cash in safe and counterfeit items. Wells Fargo will post adjustments for out-of-balance conditions. For reimbursements, the City must work directly with Brinks.

Garda

The Garda guarantee doesn't cover cash in the safe or counterfeit items. Wells Fargo will post adjustments for out-of-balance conditions. For reimbursements, the City must work directly with Garda.

Loomis

The Loomis guarantee covers cash in the safe and counterfeit items. This vendor doesn't make adjustments, if the discrepancy is under $100. Wells Fargo will post an adjustment to your account for all out-of-balance conditions greater than $100. You can initiate research requests directly with the bank. Upon request, we may handle the claims process with Loomis.

* The process is subject to change by Brinks, Garda, and Loomis. Please contact your armored courier for the vendor's most current safe guarantee program information.

Cash vault

Deposit procedures begin once your armored courier transports your deposit. Your armored courier transfers the deposit from the vehicle to the cash vault and documents the deposit contents in a manifest.

Our tellers process the deposit* and credit your account for the total declared on the deposit slip. You receive same-day credit for deposits received by the vault deadline.

* Tellers work under video surveillance and follow dual custody procedures.

Deposit verification

Within 48 hours of receipt of your deposit, tellers count and verify the cash against the amount shown on your deposit slip.

The City can review deposit and adjustment transaction information using these sources:

- Daily balance reports*
- Monthly bank statements
- Cash vault reports*
  - Cash Vault Activity Summary
  - Deposit Activity
  - Deposit Adjustment Activity
- Online cash vault service

* Additional fees apply for reports.

Deposit adjustments

You can use our standard adjustment amount or opt to adjust all discrepancies. We generally do not disclose our dollar limit. You can choose to receive a phone call notification for all adjustments of more than $100.

For any deposit discrepancy, we send a deposit adjustment notice by email or U.S. mail. Notices include the deposit date, declared amount, verified currency total by denomination, and location number (if applicable). When you use our online Cash Vault service, you can also see the deposit adjustment online.

Wholesale lockbox

Operators create a file that contains the MICR data, check amount, and a digital image of each deposited check, then transmits the file to our processing department. We then clear the checks electronically.

After your scheduled lockbox deposit deadline passes, we generate your lockbox output that includes both images and data. You can receive your reports and images online or by transmission. You can also request to receive a paper package by mail.*

We will gather any unprocessed or rejected items and deliver them to you based on your instructions. Because we credit all deposits processed through our lockbox network into Wells Fargo accounts, we are responsible for handling all adjustments and resolving any errors. This prevents you from having to work with multiple institutions to resolve inconsistencies.

* Additional fees may apply.

Deposit corrections

If errors are discovered, we will notify the City of the issue and it will be notated on the previous day report. However, we don't identify and adjust all discrepancies.

We reserve the right to write off check adjustments and cash adjustments based on dollar thresholds that we set internally. As a matter of policy, we don't disclose these thresholds to customers.

If your account is a commercial deposit account or an analyzed business deposit account, then you may arrange for us to adjust all discrepancies identified during any verification without regard to our standard adjustment amount. Please contact your relationship manager, Jamie O'Connell, to make this request.

When we adjust a deposit amount, we make a separate debit or credit entry to your account. We also provide an adjustment notice and relevant backup documents.

If you use our subaccounting service, then your adjustment notice will include your location number and location name (if applicable).

Reporting

We provide deposit adjustment notices inform you about discrepancies. Our procedures vary based on where we process your deposits. You can also review adjustments on your bank statements, online reports*, and file transmissions. Gurleen Pannu, your treasury management sales consultant, can discuss timeframes with you at service implementation.

* Additional fees apply for reports.

2. Remote Deposit Capture

a. Describe the financial institution's ability to process checks by RDC.

Remote deposit

You can potentially save both time and money by using our remote deposit service to deposit checks into your Wells Fargo account electronically. Our service eliminates the need for your employees to make trips to the bank to deposit checks. In addition, an extended deposit deadline of 7:00 p.m. Pacific Time for same-day ledger credit may mean faster notice of returned items.

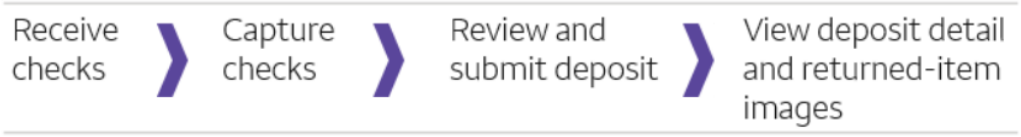
Our service can also help you consolidate your banking relationships, since you no longer need to maintain accounts at local banks that have physical branches near your locations. Fewer banking relationships can help you save money on account maintenance fees and reduce the time spent reconciling multiple bank accounts.

How it works

With our remote deposit service, you scan checks for deposit by using an approved check scanner and computer with internet access. Next, you confirm the check dollar amounts and verify the deposit balances. Then, you submit the deposit to us and receive a prompt confirmation.

If you enroll in our Alerts service, we send authorized users a deposit confirmation notice by email or text message.

The following diagram shows the remote deposit process flow.



Features

Image access

As you scan checks, we capture their images and store them on our servers. Check images are immediately available online through our remote deposit service for 90 days and also available online through our Transaction Search service for seven years.

Custom fields

Using multiple discretionary data fields, you can enter customized information about the checks that you receive; this feature lets you search for checks using your own criteria and makes it easy to upload data into your AR system. Our quick data feature simplifies the capture process by automatically recalling some of your previously entered receivables data.

Reporting

You can generate the following reports through our remote deposit service.

Report name	Description
Deposit Report	This report contains general information (including deposit amount, number of checks included, and submission date) for deposits completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.*
Deposit Report with Item Details	This report contains general deposit information (including deposit amount, number of checks included, and submission date) and item details (including item amount, item status, and check number) for each deposit completed within the past 90 days. It is available in HTML, PDF, CSV, and Excel formats.* The HTML format includes links to display item images.
Deposit Report with Check Images	This report contains general deposit information and item details for each deposit. It is available in PDF format. You can select the number of images (up to four per page) that you would like to see, including the option to include the back of the check image.
Deposit detail transmission	We offer a deposit detail transmission that can include discretionary data that you manually entered, in addition to check detail. This feature allows you to receive an electronic file for posting your receivables.

* CSV, Excel, and HTML formats contain keyed discretionary data.

User access

The City's designated system administrators establish users, grant them access, and set their check limits.

Administrators can customize each user's access. For example, a user can have scan-only access for one account and balance-only access for another account. This flexibility lets you implement dual controls so that one person scans and another person submits a deposit.

Batch deposits

You can create multiple batches within one deposit. This batching helps to simplify balancing when you have checks for multiple entities in the same deposit. To help simplify how you reconcile individual batches, our deposit reports show the name and subtotal of each batch.

Mobile deposit

You can capture check images and deposit funds* to your account with the camera of a mobile device.† Mobile users, such as on-the-road personnel, can accept customer checks and deposit them immediately.

* One check per deposit.

† Requires an iPhone, iPad, or iPad Mini running iOS version 11 or later or an Android device running 7.0 or later.

Updates

If you use our remote deposit service through our online banking portal, you don't need to install any software (other than a scanner driver). Any updates and enhancements we make are promptly available to you when you access the system. If you use our remote deposit service through your mobile device, you need to download the latest version of our mobile application to access all of the latest features and enhancements.

Quality control

✓	Before submitting a deposit, you will have a chance to review the scanned items, and make corrections (such as rescan images, enter missing data, and verify item amounts) to balance the deposit.
✓	Our Electronic Deposit Center inspects and analyzes the image quality of all items, looking for illegible items, image issues such as streaking or interference within key areas, and image contrast.
✓	While image quality exceptions are rare (accounting for approximately 1% or less of all items we process*), we follow a standard process for handling them.
✓	If we cannot clear an item, we follow an adjustment process and notify you accordingly.

* Internal reports, April 2021.

b. Is there a limit on the number of checks that can be contained in a single deposit?

Yes. If you use our remote deposit service, you can include up to 1,000 checks in a single deposit. You need to create multiple deposits if you have more than 1,000 checks to deposit.

c. Does your service allow for multiple deposits in a single day?

Yes. There are no limits on the number of deposits you can make in a day.

d. How will we be notified of deposit corrections and/or adjustments?

We provide deposit adjustment notices that you can view online through our Statements and Notices service. You can access updates Monday through Friday through our online banking portal at 11:00 a.m., 3:00 p.m. and 8:00 p.m. Pacific Time.

You can also choose to receive email or text message notifications that let you know when deposit adjustment notices are available for viewing. If you prefer, we can send notices to you by mail.

e. Describe the process used for balancing and correcting deposits transmitted to your institution.

After the City submits a deposit for processing, our Electronic Deposit Center reviews it and attempts to resolve any exception items.

When a correction is necessary, we resolve it by making a separate debit or credit entry to your account and provide you with an adjustment notice and associated documentation.

If your deposit includes 25 or more exceptions, or if exceptions comprise more than 50% of your deposit, we do not process it. We contact you by email and ask you to correct the problem for each exception and resubmit the deposit.

f. Does your service offer the ability to adjust data using recognition technology that was not captured correctly by the scanner? If yes, please describe. If not, does the service allow the addition, deletion, and rescanning of checks during both the correction and balancing functions?

Yes. During the review process, authorized users can correct data that the scanner did not capture correctly. Authorized users can perform the following functions to correct data and balance your deposits:

- Rescan an item if the image is not legible or if the information is not captured correctly from the MICR line
- Manually enter missing data, such as the deposit amount and other transaction information
- Manually key in MICR data
- Scan additional deposit items
- Delete one or more items from a deposit

g. What equipment does the financial institution recommend for RDC and what is the price for this equipment?

Your treasury management sales consultant, Gurleen Pannu, helps you select and purchase equipment that best suits your business needs.

Our remote deposit service is compatible with Panini, Canon, and Digital Check scanners. The following table lists the specifications by manufacturer.

Suggested daily check volume	Scanner type	Check-processing speed and volume	Connection interface and dimension
Fewer than 20	iPhone, iPad and Android smartphone		• CEO Mobile® deposit
	Digital Check CheXpress CX 30-IJ	Single feed	• USB 2.0 (recommended) • Backward-compatible with USB 1.1, with performance limitations • 9.5” Lx4.0”Wx7.0”H • Weight: 3.5 lbs.
Fewer than 500	Digital Check TS240-50	50 documents per minute	• USB 2.0 (recommended)* • Backward-compatible with USB 1.1, with performance limitations* • 11.1”Lx5.1”Wx7.5”H* • Weight: 5.2 lbs.
	Panini X 50	50 documents per minute	• Mac compatible • USB 2.0 (recommended) • Backward-compatible with USB 1.1, with performance limitations • 10.39” Lx5.43”Wx6.88”H • Weight: 5.5 lbs.
More than 500	Canon CR190i II†	190 documents per minute	• USB 2.0 (recommended) • 10.7”Lx18.7”Wx8.4”H • Weight: 18.5 lbs.
	Digital Check TS 240-100	100 documents per minute	• USB 2.0 (recommended)* • Backward-compatible with USB 1.1, with performance limitations* • 11.1”Lx5.1”Wx7.5”H* • Weight: 5.2 lbs.

* Applicable to all Digital Check TS240 scanner models.

† Allow five to seven extra business days for delivery.

At this time, we do not offer a multi-tray feeder solution for high-volume scanners.

If you have low volume, the City can consider using our mobile deposit service or purchasing a single-feed scanner to capture and deposit checks.

With average use, all of the scanner models have an expected life cycle of approximately four years.

Mobile deposit

Mobile deposit service users with scan and balance authorizations can deposit checks* from a camera-enabled iPhone, iPad, or Android smartphone† through the downloadable CEO Mobile app available from the Apple App Store® and Google Play™ store.

* One check per deposit.
† Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

We have included pricing on scanner equipment, maintenance fee, necessary supplies, and set-up fees in the Appendix section of our proposal.

h. Can checks be automatically endorsed with the financial institution's RDC service? Is the automatic endorsement an electronic image or printed on the check?

Though scanners cannot print the City's endorsement on checks, our remote desktop service can overlay a virtual, preformatted endorsement on the back of each check image. If you choose to use this feature, you don't need to endorse your checks prior to scanning them. Through our reporting services, you can view this virtual endorsement.

We offer a standard virtual endorsement format that is not customizable.

i. Are checks cleared as ACHs or image replacement documents? How does the financial institution's software determine the clearing mechanism?

We clear more than 99% of items by image exchange, and less than 1% by image replacement document (IRD).

j. Is there a difference in legal standing for items clearing by ACH or image replacement documents (IRDs)? If so, please describe.

No.

3. Coin/Currency Ordering Services

a. Does the financial institution have an automated coin/currency ordering service? Describe the deposit and change order procedures, cutoff times, security and other features of this system.

Yes. You can place automated coin and currency orders. We debit your account the day that we fill your orders and include your location numbers (if applicable) on your electronic reports and statements.

Online tool for cash management

the City can create, track, and manage cash deposits and change orders online across multiple banks using the DTS Connex Online Cash Management Tool.* You make deposits and place coin and currency orders that we provision with our cash vault by armored courier and cash vault by mail services. International Financial Services requires a separate enrollment to use this tool.

* DTS, DTS Connex, and corresponding logos are registered trademarks or service marks of International Financial Services, Inc. IFS is not a subsidiary or affiliate of Wells Fargo. The DTS Connex Tool and any other products or services provided by IFS to you are separate from the services you receive from us, and we make no representations or warranties and will have no liability to you in connection with products and services provided to you by IFS.

Security features

The DTS Connex tool features:

- Account lockout — The system locks out a user account, if there are too many invalid password attempts.
- Password expiration — The system requires users to update their password every 90 days.
- Timed sign-off — The system automatically signs off users during periods of inactivity.

Standing, automated order

During your cash vault service implementation, you can provide details to receive change orders on a predetermined delivery schedule (recurring orders). As a security measure, such standing orders eliminate the need to place an order manually, which can reduce the likelihood of inaccurate or fraudulent orders.

Deadlines

Different deadlines apply for cash only, check only, and mixed deposits of cash and checks. Coin and currency orders vary according to the cash vault that provisions your order.

b. Describe change order procedures and restrictions for branch pick up.

You can call your branch, 24 hours in advance, to place a change order. Depending on the settlement method that you choose, restrictions may apply for pickup. If you use a third-party courier for order pickup, then bank preapproval is required prior to initiating a relationship with the local branch.

Additional restrictions — relative to the size and frequency of change orders — vary depending on the branch's location. We will work with you during implementation to review any restrictions and identify the best option for you.

Cash vault services

You can place change orders online, by touch-tone order service, through a standing order, by transmission, or through DTS Connex. Your contracted armored courier delivers change orders from a Wells Fargo vault to your location. For cash vault services, we will work with you during implementation to review cash vault restrictions and help you to compare our suite of services to identify the best option for you.*

* Some services are available subject to applicable product eligibility.

4. Returned Item Processing

a. Can returned items be automatically re-deposited? If so, how many times?

Yes. We can automatically redeposit items returned for nonsufficient funds (NSF) or uncollected funds (UCF) one time. We cannot redeposit items returned for any other reason. Our redeposit service is optional by location.

b. Does the financial institution offer any options that may increase the collection of NSF checks?

Yes. We offer a re-presented check service that provides a highly automated process for electronically re-presenting checks returned for NSF or UCF. Our Electronic Returns service converts your returned check to an electronic ACH debit. This conversion allows us to make up to two re-presentment attempts (instead of only one with the paper deposit process), which can help increase your collection rates.

Consumer checks of less than $2,500 that are returned for NSF or UCF are eligible for this service.

Wells Fargo began offering our electronic returns (RCK) service in 2000 when Nacha rules began allowing banks to convert eligible paper returns to ACH debits.

c. Can the financial institution provide online access to electronic images (back and front) of returned items? How soon after an item is returned can these images be accessed?

Yes. As shown in the following image, you can access returned items images and detailed information the next business day after we receive the items.

Images are available for up to 180 days. If you enroll in our online decisioning service, you can view images of returned items the same day we receive them.

d. Can the financial institution provide a summary report of returned items identifying the payer's name, depositing location, deposit date, and the type of item being returned?

Yes. You can receive a detailed returned item transmission that includes returned checks, converted ACH transactions, and redeposited items.

The file includes a separate record for each returned item with the following details (if available):

- Checking account and ABA number
- Check number
- Check amount
- Original deposit date
- Reason code
- Full name on check*
- Complete address*
- Phone numbers*
- Driver's license number and state*
- Check date*

The transmission does not identify the type of item being returned, but it can identify the depositing location either by subaccount or by the location identifier on the deposit ticket.†

* We can manually key these fields if they are present on the check.

† Deposits made using a counter ticket or a deposit ticket that does not include the location code on the MICR line may not contain the location identifier for returned item reporting purposes.

5. Positive Pay

a. Does the financial institution offer Positive Pay and Payee Positive Pay?

Yes. Positive pay is an important tool for assisting with reducing losses due to check fraud or check processing errors. With our positive pay services, we identify checks that may be fraudulent or unauthorized by matching checks presented against your account for payment to the check issue information that you provide us. We report positive pay exceptions to you through our fraud manager tool on our online banking portal. You view exceptions — including images — then make decisions to pay or return.

You can send your check issue information to Wells Fargo by transmission or through our online banking portal. When you use our online service, you can upload an Excel file or manually enter the check information.* We accept issue information 24 hours a day, seven days a week. If we receive your check issue information prior to 8:00 p.m. Pacific Time, then we update your check issue information in our system that day. We can update your check issue information more than 50 times each day.

You can view exception images quickly and easily and then make pay or return decisions using our online banking portal or mobile service.†

* For current system requirements, see wellsfargo.com/ceosystemrequirements.

† Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

Payee Validation

Optionally, you can add our Payee Validation service to a positive pay service.

You include payee names in your check issue file exactly as they appear on your checks. We validate payee names on all checks presented for cashing at our teller windows and on deposited checks above the threshold dollar amount.

We pay payee matches and report payee mismatches to you through our online fraud management tool. As with our positive pay services, you make your pay or return decisions through the online banking portal or mobile service.

b. How would the City transmit check issuance information to the financial institution?

We offer two options for providing your issue files to us:

- Transmit check issue information to us through one of our secure file transfer protocols
- Upload check issue information using our online fraud management tool

c. What is the deadline for the transmission of check issuance files to the financial institution?

You will receive next-day exception reporting with check images by 7:00 a.m. Pacific Time. You will make your pay and return decisions by 12:00 p.m. Pacific Time. The City accesses the reports and enters decisions using our online banking portal.

d. How frequently can transmission files be uploaded to the financial institution for the issuance of additional check, and/or recently voided items? Is there a limit to the number of files per day?

You can transmit multiple issue files to us on the same day. As a general guideline, we prefer that issue files contain 500,000 or fewer records that include issues and registers, stop payments, cancels and voids. If the file will exceed this guideline, we ask that the City contact our CC4B Service Office so that we can monitor the file processing.

e. Does the financial institution offer the ability to manually enter one-time check disbursements issued during the day? Please describe.

Yes. The City can send manual check issue information, including voids and cancels, using our online fraud management tool. You can update your check issue records 24 hours a day, seven days a week.

f. What controls are in place to protect against lost files and duplications of transmissions? If duplicates are sent, is there a penalty or potential issues?

Controls for file transmission

When you transmit a file to us using one of our supported transmission protocols, you can receive an email notification to confirm that we received your file. The email includes the time the bank received the file and indicates whether your file loaded successfully or failed. This process helps to identify instances of file loss and reduce duplicate transmissions.

Controls specific to ARP

Our ARP solution rejects duplicate records, preventing them from posting to the account. Various confirmation options identify the items rejected as duplicates.

Confirmation reports

Our ARP File Confirmation service, in conjunction with your own internal controls, helps to prevent issues such as file loss and duplicate transmissions. Summary and detail confirmation reports indicate:

- Number of register items received
- Register items captured
- Total dollar amount of captured items
- Each rejected register item
- Rejected data line as sent to the bank
- Reject reason

The Detail ARP File Confirmation transmission additionally lists each item by serial number and includes stop payment data for stop payments included on your ARP issue file.

Duplicate returns

You cannot send a return request for positive pay exception by file transmission. Instead, the City will use our fraud management tool on our online banking portal or mobile service* to review all positive pay exception items. If a check was previously paid and is received a second time, it will be a positive pay exception that you will return with a reason of 'duplicate.'

* Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

g. How will the City be notified of exception items? What time will the City receive the information on exception items? What time does the City have to notify if an exception should be accepted or rejected? Does the financial institution offer a "do not pay" default for exception items?

Notifications

Our optional Alerts service can provide the following information through email, text message, or fax. Additionally, you can view the alerts on our online banking portal.

Alert type	Description
ARP File Confirmation	• Wells Fargo has received a check issue file through transmission or the online banking portal. • Wells Fargo has received an individual check you entered through the 'Add Check Issues' option in the CEO Fraud Manager service.
Account Processing Complete	• Wells Fargo has completed the daily exception processing for your positive pay accounts.

Deadline

You will receive next-day exception reporting with check images by 7:00 a.m. Pacific Time. You will make your pay and return decisions by 12:00 p.m. Pacific Time. The City accesses the reports and enters decisions using our online banking portal.

Default decision

To take full advantage of positive pay, we recommend a return default disposition. All items that you do not decision will be returned to the bank of first deposit. These items can be redeposited by the payee provided the bank of first deposit permits it. If you are sending issue records to us in a timely manner, there should be few exception items.

h. Will stale date checks be reported as exception items?

We do not generally review the dates on checks. However, you can subscribe to our stale-date service, which is available with full account reconciliation and Positive Pay services. You will specify a stale-date period that can range from one to 99 months.

With one of our next-day Positive Pay services, stale-dated checks will post to your account.

During your implementation, you can choose whether you want us to include your stale-dated checks with your positive pay exceptions. If so, then you can make pay or return decisions for each one.

If you choose to return a stale-dated check, then we will reverse the paid transaction and return the check the following day.

If you choose not to include stale-dated checks as exceptions, we will automatically reverse the paid transactions and return the stale-dated checks the following day.

i. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as "post no checks" to prevent potential fraud? Is there a cost to make this account designation?

We recommend positive pay with payee validation for all accounts with check writing activity. For accounts with zero check writing activity, we recommend placing payment authorization on those accounts to prevent paper items from clearing.

Payment authorization

Our Payment Authorization service helps prevent unauthorized check cashing by:

- Placing dollar limits on specific transactions
- Preventing the encashment of checks by individuals at the teller line

To protect your accounts, you set all, or any of, the following fraud control options.

Fraud control options

1. Maximum over-the-counter amount*	You can establish the maximum dollar amount for non-check, over-the-counter activity at our branches (such as a change order request).
2. Maximum check amount†	With this option, you can limit the dollar amount of all checks drawn against your Wells Fargo account. This includes checks deposited to other Wells Fargo accounts, deposited at other financial institutions, and checks cashed at Wells Fargo locations. If you will not issue any checks from the account, you can choose to have this limit set to $0.00 to prevent all checks from hard posting to the account. We will then return checks as “refer to maker”.
3. Maximum check cashing amount†	You can determine the maximum dollar amount paid in cash at our branches. If a payee presents a check over that dollar amount, our teller will not cash the check. However, the teller can accept the check as a deposit to the payee's Wells Fargo account.
4. Checks to individuals†	You can prevent the encashment of checks made payable to individuals at our branches. If an individual presents a check for encashment, our teller will not cash the check. However, the teller can accept the check as a deposit to the payee's Wells Fargo account.

* Available if the account has positive pay.

† Not available if the account has positive pay.

We include all pricing information in the Appendix section of our response.

j. Is Teller Positive Pay available? How frequently is check issuance information updated and available to tellers?

Yes. Ensuring check verification at the teller window is one of the most important ways to help minimize the risk of fraud associated with making payments by check.

For all positive pay services, Wells Fargo captures check issue files more than 50 times a day, seven days a week. Your positive pay check issue information reaches our tellers in all of our branches within 30 minutes of receipt. Tellers validate checks presented at our teller windows by matching the serial number and dollar amount to your check issue information.

k. Are there any other fraud protection services that the financial institution provides and/or recommends?

Fraud protection services

We offer many solutions that put controls in place as fraud protection measures.

Our Payment Authorization service, for example, helps prevent unauthorized transactions by placing dollar limits on checks and over-the-counter withdrawals. Our service prevents individuals from cashing checks at the teller line.

We offer positive pay services that systematically compare checks presented for payment to the check issue information you provide to us. The bank makes the comparison in order to detect mismatched serial numbers and dollar amounts, which can be evidence of fraud. To stop thieves from passing legitimate checks with altered payee names, we offer an optional payee validation service. We pay payee matches. Through our fraud manager tool on our online banking portal, we provide images of payee mismatches for you to view and make decisions on unresolved exceptions to pay or return them.

You have better control over the ACH debits that post to your account when you use our ACH Fraud Filter service. You can choose our stop option so that you automatically stop all ACH debits — except those that you specifically preauthorize — from posting to your accounts. An alternative is our review option, which presents the transactions for you to make pay or return decisions by deadline. We describe our ACH Fraud Filter service in more depth in upcoming paragraphs.

The City can use our Perfect Receivables® service to establish proxy account numbers to route incoming ACH and wire payments. Substituting your account number with a proxy account number makes your actual account number unavailable to thieves, which helps to deflect fraud before a thief attempts to steal the account information.

Our cyber fraud measures include several layers of monitoring and multiple systems that secure your account and transaction information. For example, we require secondary authentications for all high-risk transactions such as online payments, FX, and online administration services.

Your treasury management sales consultant, Gurleen Pannu, will discuss your Fraud Protection Service Report will you and help you determine which services will best help to protect the City against fraud.

Account Validation services

To help reduce transaction fraud and returns, we partner with Early Warning Services to offer Account Validation services that provide real-time account ownership and account status screening functionality.

You can use our services for ACH, check, and wire transactions. Account Validation services can help you **enhance productivity**, **save time**, and **prevent unnecessary losses** while maintaining a high level of customer service.

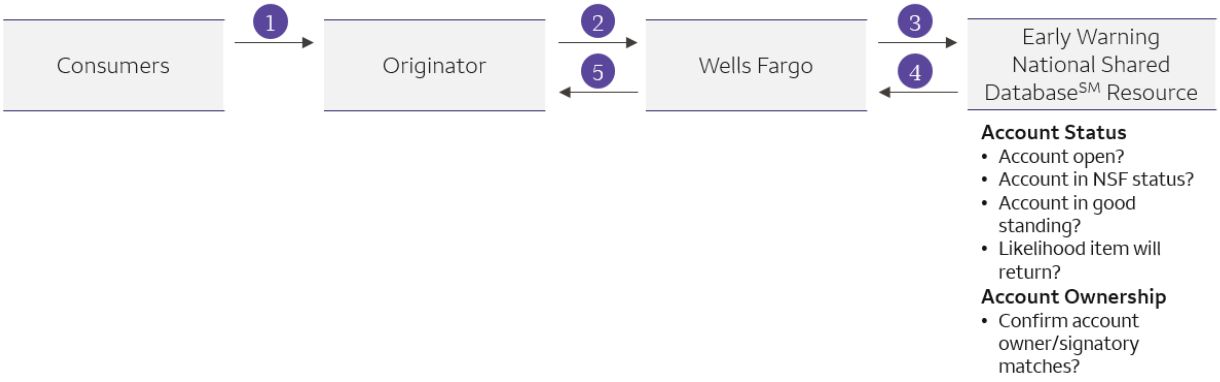
Solutions

Our services use analytics, a large network of contributed intelligence, and cross-industry data from hundreds of financial services organizations. With our Account Status and Account Ownership services, the City receives advance notification of both low-risk and potentially high-risk transactions.

Our services work with payments received in the mail, over the telephone, through the internet, or in person, and they provide validation for both business and consumer accounts. To determine whether to accept a payment for processing, the City extracts and transmits information through an inquiry to Early Warning Services. The service then compares the inquiry against the National Shared Database™ and provides a response. You receive results in real time.

Account Status	This service confirms whether a deposit account (checking or savings) is open and active and if there is a risk of an ACH or check return. The Account Status service is best suited for your customer-initiated online payments and internal real-time systems such as those supporting call centers or stores.
Account Ownership	This service performs identity-to-account validation, including such key owner elements as name, address, Social Security number, and phone number. It supports enrollment for recurring ACH payments and screening of one-time ACH, wires, and check payments.

How it works



Inquiry submission types

You can choose the type of submission process that works best for your organization.

Inquiry type	Purpose	Submission channel
Real-time validation	This service lets you submit a real-time account inquiry. It returns a response in one second or less.	You submit the inquiry through the Wells Fargo Gateway API channel.
Batch files	This service provides back-office support of your high-volume batch payments.	You send a file of inquiries directly to Early Warning Services through a Virtual Private Network or Dedicated Circuit (MLPS).
Graphical User Interface (GUI)	This service is a user interface for low-volume payments where the account status or account owner data is entered manually and an immediate response is desired. It is most applicable for walk-up bill payment windows or call center agents.	You send an inquiry to an Early Warning Services URL (web address).

Full account reconciliation

With our ARP and automated reporting services, you can **reconcile your disbursement accounts quickly and efficiently** with your internal accounting records. Our Full ARP service helps you identify checks and electronic transactions as paid or outstanding — saving you time. In addition, the service helps you detect and reduce your exposure to check fraud.

Potential benefits

- Reduces accounting costs and increases productivity
- Improves cash control and provides faster, accurate payables information
- Increases your audit control
- Minimizes your internal and external fraud losses

Our Full ARP service reconciles your paid checks to your issued checks then sends a detailed statement. First, you provide us with your issued check information* by one of three methods:

- Direct transmission
- Uploading a file to our online fraud manager tool†
- Manually entering check information online

* Your check issue information also includes stops, voids, and cancels.

† The file you load to the online tool can contain up to 1,500 registers in a single batch, and you may submit multiple batches daily.

Within 90 minutes of your submission, you can receive an optional file confirmation for the check issue information or stop payments. We update check issue information more than 50 times each day, seven days a week.

On a weekly or monthly basis (according to your preference), we make comprehensive statements available for your account. You can request a variety of optional reports including Paid Checks, Outstanding Checks, and Stop Payments. You can receive these reports daily, weekly, or monthly in PDF, Excel, CSV, flat file text (transmission), and paper formats. The PDF and paper formats can include sorting and subtotaling by location or high-order prefix.

Optional reports

You can easily access reports through our online banking portal. With our Full ARP service, you can customize your reporting to match your accounting needs.

Choose from the following 14 optional reports.

ARP optional reports	
• Bank Originated Entries	• Paid Checks
• Credits	• Posted Items
• Deposit Location	• Prior Payments*
• Issue Notices Not Received†	• Reversed Checks†
• Issues This Cycle*	• Stop Payments
• Matched Paid Items†	• Unpaid Checks*
• Outstanding Checks*	• Voids and Cancels*

* Only available with Full ARP.

† Only available with Full ARP or Partial ARP with Positive Pay.

Electronic fraud protection

Our ACH Fraud Filter service helps protect your accounts by identifying potentially fraudulent transactions and allowing you to review these transactions, and decide what to return, stop, or allow. You can access our service through both our online banking portal and mobile service,* so you always have a convenient way to make pay or return decisions.

* Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

Convenient and customizable

More than debit blocking, our service allows you the option to review and stop debits, credits, or all transactions. You can preauthorize the ACH transactions that you want to post to your account without review. You can also customize your preauthorizations, setting dollar thresholds and date ranges. You will also receive all ACH payment information, so you know who is attempting to send transactions to your account.

You will have 24 hours to make a return request. And since we filter through the transactions for you, we present only the ones we feel may be a threat.

How it works

Review option: You decide what to return

1. Review: You preauthorize ACH transactions to post to your account. You can review and make decisions on all, just credit, or just debit transactions. You can further look at transactions that exceed a dollar amount, date range, or number of occurrences.
2. Decision: Through our online fraud manager tool, we notify you of any transactions that are not preauthorized. You review those transactions and tell us whether you want them paid or returned.* When you tell us to return a transaction, we create a reversing adjustment and then return it as unauthorized.

* If you do not make a pay or return decision on an item by the specified deadline, the item is automatically paid or returned based on the default action you select during implementation.

Best practice: Monitor your transactions daily

We recommend that you log in once a day to monitor your ACH transactions. You can also receive a notice by email or text* when an unauthorized ACH transaction posts to your account. You can request that we inform you about:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit or ACH debit transactions only
- ACH credit or debit transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

* Our alerts service has an additional fee.

Stop option: Automatically stop unauthorized transactions

With our stop option, we automatically return transactions that you did not preauthorize.* You can request that we stop and return:

- All ACH transactions
- All ACH transactions that exceed a predetermined dollar amount
- All ACH credit or debit transactions only
- ACH credit or debit transactions outside a predetermined dollar range
- All ACH credit or debit transactions outside a specified date range
- All ACH credit or debit transactions that exceed a specified maximum number of occurrences

We recommend that you log in once a day to monitor your ACH transactions. You can also receive a notice by email or text† when an unauthorized ACH transaction posts to your account.

* Excludes transactions originated by internal Wells Fargo originators, such as Account Analysis fees and settlement entries, that you've authorized to the account.

† Our alerts service has an additional fee.

Block converted checks

Our electronic check (eCheck) option, for no additional fee, helps you monitor converted check entries for business-sized checks that have an auxiliary on-us field in the MICR line. This service includes eCheck Post and eCheck Stop options for accounts receivable check (ARC), back office conversion (BOC), and point-of-purchase (POP) transactions.

eCheck Post

If you use the eCheck Post option in conjunction with our next-day positive pay service, you can see unmatched items that will post to your account. You use our online fraud manager tool to indicate your decision to pay or return them.

If you use the eCheck Post option with our same-day positive pay service, we do not match ACH converted checks against your check issue records. Instead, we call you for instructions to pay or return the converted checks.

eCheck Stop

If you choose the eCheck Stop option, we automatically stop all ineligible items inadvertently converted before they post to your account.

6. Stop Payments

a. How are stop payment orders placed? Can stop payments be placed online?

You can submit stop payment orders online or by electronic transmission in your Account Reconciliation or Positive Pay check issue file. With both methods, you can place stop payments 24 hours a day, seven days a week, from multiple locations. We process stop payments in real time.

Online stop payments are effective immediately when successfully initiated through our Transaction Search service. The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid.

You can submit a stop payment by transmission as late as 8:00 p.m. Pacific Time and still receive same-day processing. The system automatically reviews the previous 90 days and intraday teller-cashed activity to determine whether a requested check has paid.

b. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to be effective?

Yes. Stop payments are effective immediately after you successfully initiate the request online or by electronic transmission.

c. Will the system verify if a check has been paid before processing the stop payment request?

Yes. The system automatically reviews the previous 180 days and intraday teller-cashed activity to determine whether a requested check has paid.

d. What term options are available for stop payments?

Stop payments remain in effect for six months. You can renew an individual stop payment on an as-needed basis through our online service or choose to use our automated renewal option.

The renewal option lets you:

- Extend a stop payment for up to an additional six years (in 12-month increments)
- Predetermine a dollar threshold for automatic stop payment renewals
- Limit the number of times a stop payment is automatically renewed

e. Can Stop payments be automatically renewed? If so, for how long? What is the associated fee for each renewal?

Yes. Please see the response to the previous question d. We include all fee related information in the Appendix section of our response.

7. ACH Processing

a. What ACH file transmission options are available?

The City can use direct origination, send consolidated payables files, or upload files to our online banking portal. Based on the business case you've outlined, we recommend direct origination for the City.

Direct origination

With our direct origination service, the City sends us Nacha-formatted files that contain required ACH transaction information such as routing and transit number, account number, dollar amount, and effective date.

Our customers use our direct origination service to originate ACH transactions through 33,608 ACH Company IDs. This count represents 32.84% of our ACH Company IDs.*

Consolidated payables origination

The City can send a consolidated payables file with multiple payment types and remittance information directly from your ERP, treasury management, or AP system. Using our Payment Manager service, we accept almost any type of file format that your system generates and provide you with formatting instructions during implementation.

Our customers use this service to originate ACH transactions through 18,594 ACH Company IDs. This count represents 18.17% of our ACH Company IDs.*

Online origination

Our online ACH payment service allows the City to initiate ACH transactions without needing to create Nacha-formatted files.

Our customers use our online ACH services to initiate ACH transactions through 43,506 ACH Company IDs. This count represents 42.51% of our ACH Company IDs.*

Origination with ACH Payments API

You can use our ACH Payments API service to initiate requests one at any time — with no batch requirements — from your ERP, account platform, or payment system. Transactions using application programming technology originate through 296 ACH Company IDs. This count represents less than one half of one percent of our ACH Company IDs.*

* Internal reports on ACH Company IDs, April 2022.

b. What are the transmission deadlines for ACH files? When does the financial institution need the file from the City and when are the funds debited from the City's accounts?

The following table lists the cutoff times for our ACH initiation methods.

ACH file deadlines (Pacific Time)

Input method	Two-day settlement (day cycle)	Next-day settlement (night cycle)	Same-day book transfer (on us)*	Same-day settlement (transit)†
Direct origination	9:00 p.m.	6:00 p.m.	6:00 p.m.	6:00 a.m. 10:00 a.m. 12:00 p.m.
Consolidated payables file	5:30 p.m.	5:30 p.m.	5:30 p.m.	6:00 a.m. 10:00 a.m. 12:00 p.m.
Online	6:00 p.m.	6:00 p.m.	6:00 p.m.	6:00 a.m. 10:00 a.m. 12:00 p.m.
ACH API	5:00 p.m.	5:00 p.m.	5:30 p.m.	6:00 a.m. 10:00 a.m. 12:00 p.m.

* Both the originating and receiving accounts must be Wells Fargo accounts. The $1,000,000 transaction limit for Nacha's Same Day Rule does not apply to on-us transactions.

† Transactions for more than $1,000,000 and international transactions (IAT) are not eligible for same-day settlement. Funds from incoming credits are available by 5:00 p.m. local time.

c. How are returned and rejected ACH transactions handled? What information does the financial institution provide to assist in identifying returned and rejected ACH transmissions? When is this information available?

We list returned entries individually through our information reporting services. We consolidate the settlement of returned transactions before posting them to your account.

Our proprietary ACH return processing system matches returns automatically with your originating transactions. This effort can simplify your reconciliation process and save your staff the time and effort to handle unresolved returns.

Information provided

Regardless of the delivery method you choose, the return information includes the details listed in the following table.

Information provided	
Individual ID and name	Dollar amount
Effective date and descriptive date	Return reason and return description
Receiving bank and account number	Original sequence number
Original entry description and return sequence number	Correction (NOCs only)
Account (demand deposit or savings) and transaction type (debit or credit	Comments (if applicable)

To assist you further in reconciling returned entries, we can include optional information from the following fields (imported from the original entries) with your ACH returns and NOC reporting:

- Company discretionary data
- Original descriptive date
- Original effective entry date

Report options

We post ACH rejects as a separate settlement item on reports and statements.

We consolidate rejects from the same file with the same settlement date as a lump sum before posting them to your account.

To reconcile your rejects, the City can receive returned entries and NOCs online, by transmission, and by fax.*

* Return status is a feature of ACH Payments API. You track and manage any ACH returns using your existing methods, not by the ACH Payments API service.

d. Describe the financial institution's procedures for handling debits to the City's accounts that were not authorized by the City. Does the financial institution notify the City of the receipt of an unauthorized ACH debit?

We offer two options that block ACH debits to your account.

We can automatically return transactions that you did not preauthorize* and process all that you preauthorized. Alternatively, we can block all ACH activity from posting to your account.

* ACH reversals bypass the ACH Fraud Filter service and post to your account automatically.

We provide notification of unauthorized ACH debits through our online banking portal and mobile service. Additionally, our optional Alerts service sends notification of unauthorized transactions proactively. You receive alerts by email and text at the frequency you choose.

e. If the financial institution provides ACH debit blocking, what level of filtering can be applied?

You can request that we inform you about:

- All ACH transactions posted to your account
- All ACH transactions that exceed a predetermined dollar amount
- ACH credit or ACH debit transactions only
- ACH credit or debit transactions that exceed a predetermined dollar amount
- ACH credit or debit transactions outside a specified date range
- ACH credit or debit transactions that exceed a specified maximum number of occurrences

f. Does the financial institution offer ACH Positive Pay (ability to make pay/no pay decisions on unidentified ACH transactions)?

Yes. Using the review option of our ACH Fraud Filter service, you review ACH transactions that you did not preauthorize and then make a pay or return decision for each item through our online banking portal or mobile service. When you return an item, we create a reversing adjustment to your account and return the transaction to the originator.

g. Does the financial institution offer Universal Payment Identification Codes (ability to mask visible account numbers to reduce the risk of unauthorized direct debits)?

Yes. We support Universal Payment Identification Codes (UPICs) for business-to-business transactions.

Our Perfect Receivables service is similar to UPICs, but offers additional features that help you to reconcile accounts more efficiently. You can:

- Assign a unique account number for each originator or sender
- Group incoming ACH and wire payment transactions into a single settlement credit

8. Wire Processing

a. Describe the process of initiating wire transfers including USD domestic wires, repetitive wires, USD international wires, and foreign currency international wires.

Outgoing wires

We process outgoing wire transfers on a straight through basis according to your instructions. We manually review, correct, and verify a wire that does not pass our initial screening and that our system cannot correct automatically.

Our wire system confirms your available funds automatically and verifies that wires are not going to a country or beneficiary on the U.S. Treasury's Office of Foreign Assets Control (OFAC) Specially Designated Nationals Blocked Persons list. If a wire meets these requirements, we release it.

Initiation methods

Method	
Online and mobile	You can sign on to our online banking portal to initiate repetitive or free-form domestic and international wires.
Consolidated payables	You can send one file with multiple payment types (including wires, ACH payments, credit card payments, and USD and CAD paper checks) and remittance information. You can send a file directly from your treasury workstation or your ERP, AP, or other internal system. We accept most file formats and offer several file transmission protocols, as well as an option to upload your file online.
Telephone[1]	You can call a single toll-free number and provide an account number, personal identification number (PIN), and voiceprint. We validated these credentials through a voice response unit (VRU).
In person[2]	You can go to any Wells Fargo branch to initiate a wire. You must have signing authority on the account to initiate the request.
Online foreign exchange	You can manage your FX transactions and reporting online.[3] Our service combines the advantages of our live market FX rates with the convenience of sending payments online throughout the world.
SWIFT[4]	If your organization is a member of SWIFT, you can submit your wire payment instructions for processing using SWIFT FIN messages.
Wire Payments API	For domestic and international transactions, you can initiate free-form or template wires (including book transfers) from your ERP, account platform, or payment system.
Foreign Exchange API	You can book, validate, and offset FX contracts, process wire settlement instructions, and receive FX rates and static rate sheets — transmitting requests directly to our FX system.

1. Book transfer initiation option is not available by telephone.
2. Book transfer initiation option is not available in person.
3. While our online system is available 24 hours a day, seven days a week, FX markets close at 5:00 p.m. Pacific Time on Friday and reopen at 2:30 p.m. Pacific Time on Sunday.
4. SWIFT bills membership and volume fees.

Wire processes

In the following paragraphs, we describe the initiation and approval process for each of our wire service options. In the last paragraph of this response, we describe the release process, which is the same for all wire initiation methods.

Telephone

Initiation

Users call a single toll-free number and provide an account number, PIN, and voiceprint. We validate the information using our VRU.

You can complete repetitive wires set up on our system through the VRU. You will be connected to a Wells Fargo employee in the wire department to complete free-form wires and repetitive wires.

Approval

To help ensure the safety and accuracy of your telephone-initiated free-form wire transfers, you can choose to use our optional callback approval procedure. We call a designated approver prior to releasing telephone-initiated free-form wires. We release the wire after the approver provides his or her PIN and voiceprint.

Online and mobile wire transfer

Initiation

To sign on to our online banking portal or mobile service, you use a company ID, user ID, and password. Then, you enter a PIN and token code. Once authenticated, you can perform wire functions based on your authorizations. Functions include initiating repetitive or free-form wires and approving wires. We include the steps to create and submit wires in the following table.

Repetitive wires*	Free-form wires
1. Access the appropriate template by searching or selecting from a drop-down list. 2. Enter information not built into the template (for example, the value date or amount). 3. Submit the wire. You receive a confirmation that you can print.	1. Input all required wire transfer fields. If needed, you can use our bank lookup feature to search for financial institution information — for example the beneficiary bank identifier routing number — and insert it into the appropriate field. 2. Submit the wire. You will receive a confirmation that you can print.

* For repetitive wires, you must set up the wire template in advance.

Approval

You can approve free-form and repetitive wires through our online and mobile wire transfer services. You can customize your setup to require up to four approvers. You can also require an additional approver for wires over a specific dollar amount.

We display items that require approval in the Pending Payments queue. From that screen, you see all pending wires for your authorized accounts. You can approve or reject one or more wires from the Pending Payments summary list based on your approval authority. Before approving or rejecting a wire, you can also review full wire details and modify the wire (if you have the authority). After all required approvals are in place, we release the wire.

Consolidated payables transmission or upload

Initiation

You can transmit or upload a consolidated payables file in a standard or custom format to initiate wires.

Approval

You can choose to require secondary approval for some or all of the wires you send by consolidated payables file. You can require an approval at the file or transaction level through our online consolidated payables service.

Our consolidated payables service sends emails to each approver when:

- We receive your file
- Payments remain awaiting an approval
- Payments expire without an approval

We describe the approval steps at the file and transaction level in the following table.

Approval steps at file level	Approval steps at transaction level
1. Select the file ID to view the details of the file 2. Select to approve or delete the file 3. Select submit or cancel	1. Select the file ID to view the details of a file 2. View the transactions 3. Select the checkbox next to the transaction to approve or delete 4. Select submit or cancel

Automatic standing transfer (Standing Order)

Initiation

You complete paper setup forms for standing repetitive wire transfers and drawdowns. On the specified dates and times, we automatically initiate outgoing or drawdown wire transfer requests.

Approval

Once you have completed the setup forms authorizing your scheduled transactions, we require no further intervention or approval from the City.

Release process

Our wire transfer system, regardless of initiation method, automatically verifies there are adequate funds available to process the wire, and performs all standard security and risk checks. For example, our system verifies that the transfer is not going to a country or beneficiary on the U.S. Treasury's OFAC Specially Designated Nationals and Blocked Persons list. Once approved, our system releases the wire immediately.

b. During what hours is the wire transfer system available?

We accept incoming Fedwires until 4:00 p.m. Pacific Time and, incoming CHIPS wires until 3:00 p.m. Pacific Time, for same-day credit. We process incoming SWIFT transactions for same-day credit until 4:00 p.m. Pacific Time.

The City can initiate wires 24 hours a day, seven days a week. Wires are however subject to business-day outgoing wire processing deadlines.

Please also see the upcoming response to question e.

c. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?

Our required and recommended levels of security safeguards for initiating and releasing wires vary by method. We do not offer fax, PC, or LANed PC wire initiation services.

Internet

Your company administrator assigns user functionality and account access through our online self-administration service. We require a second administrator to approve access to our online wire service. Your administrator also establishes wire initiation and approval dollar limits by payment type for each user. We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- PIN and token code

We require dual approval for all free-form wire origination and template creation or modifications. Additionally, the City can set controls to require up to four approvals. Users can't approve wire or templates that they originate. Additionally, if multiple approvals are required, the same person can't perform more than one approval.

Mobile

With the optional use of biometric technology, you can use a compatible mobile device to scan your face or fingerprint as a replacement to entering a password when signing on to our mobile banking service.* As with using the online banking portal, you will need to carry a token for mobile transactions that require two-factor (strong) authentication, such as releasing a payment.

Biometric solutions use your unique physical characteristics to identify you, making spoofing difficult.

* Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

CPU to CPU

Automated consolidated payables

Within your ERP, treasury workstation, or AP system, the City establishes the levels of authority you require for transmissions sent directly to us.

Unless you choose to use secondary approval, we consider any wires initiated and transmitted to us by the City as ready for release. If you use the secondary approval option, we release wires after your secondary approver approves the file. Each approver (you can require up to three) reviews, modifies, approves, or deletes the wires online.

Files you transmit to us are authenticated and encrypted. Security elements vary according to the internet protocol you choose and may include:

- Digital certificates issued by us
- ID
- Key
- Password
- PIN and token code
- PGP encryption
- Connect:Direct (NDM) with Secure+

Manual consolidated payables

You can upload your wire payment file and perform secondary approvals for uploaded or transmitted files through our online banking portal.

If you use the secondary approval option, we won't release wires until we receive an approval. Each approver (you can require up to three) reviews, modifies, approves, or deletes the wires online.

We require two-factor authentication to access our online services. Each user must enter the following information:

- Company ID
- User ID
- Password
- PIN and token code

d. Does the financial institution offer dual control release options (secondary approval levels) for electronically initiated transfers? If so, describe.

Yes. We offer multiple methods for electronically initiating transfers. All methods provide the ability to require dual control release capability. This includes wires sent to other Wells Fargo customers and beneficiaries at other banks.

e. What is the cutoff time for same-day wire transfers?

The following table includes the opening times and cutoff times — by transfer type — for same-day execution of initiated wires on U.S. accounts. The same times apply for all of our wire initiation methods, including the internet, mobile service, file transmission, and telephone service.

Pacific Time

Wire type	Opening time (PT)	Cutoff time (PT)
Fedwire	5:00 a.m.	3:15 p.m.
CHIPS	5:00 a.m.	2:00 p.m.
Drawdown request	5:00 a.m.	2:30 p.m.
SWIFT	5:00 a.m.	2:30 p.m.
Request for Funds Transfer (RFT)	5:00 a.m.	2:30 p.m.
U.S. Federal tax payments	5:00 a.m.	2:00 p.m.
Within Wells Fargo*	5:00 a.m.	5:00 p.m.

* Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all our available accounts.

f. What is the financial institution's maximum retention period for future dated transactions? For future dated transactions, at what time are warehoused wire transfers automatically released on the transaction date? What types of wire transfers can be warehoused? Are there warehousing charges?

Our system can warehouse instructions for future value dated USD wire transfers, up to 60 calendar days in advance of the value date, through all of our initiation channels.

Our FX channel can warehouse instructions for future value dated wire transfers in foreign currencies, up to two years in advance of the value date.

We execute (release) future value dated wires automatically as systems come online in each of our available regions. Typically, this occurs by 5:30 a.m. Pacific Time on the value date. The City cannot request a specific release time.

We do not charge a fee for warehousing these instructions.

g. Describe the financial institution's procedure for providing payment confirmation information (e.g., reference numbers) upon acceptance and execution of the wire transfer request, including the availability and method of delivery of internal confirmation/sequence number and clearing system reference number.

All wire origination channels

For all wire origination channels, you can find wire transfer confirmation information through our online Wire Transfer Detail and Intraday Composite reports. Both reports contain timely information about outgoing wire transfers and include the internal bank and Federal Reserve reference numbers.

Additionally, SWIFT users can receive debit confirmations, which includes information on wire transfers sent from your accounts.

Online wire initiation

If you initiate wires online, you can view our Wires Payment report, which shows all wires processed online, and includes our internal confirmation or sequence number. It also includes the Federal Reserve reference number.

Consolidated payables file

If you send wires in a consolidated payables file, you can receive confirmation of your wire transfer instructions by transmission, secure email, or both. The confirmation includes our internal confirmation or sequence number and the Federal Reserve reference number.

h. Describe the financial institution’s policy for handling a failed wire transfer. How and when would the City be notified?

Reports

If the receiving bank rejects a wire transfer, it returns the wire to Wells Fargo. We report the returned wire to the City as an incoming wire on your current and prior day information reporting. We make this reporting available to you online or by transmission.

Online

We update current day reporting multiple times throughout the day, and previous day information reporting at 3:30 a.m. Pacific Time each business day.

Transmission

You can receive current day transmission files at various times throughout the day based on prescheduled times that you specify at the time of setup. Previous day transmission files are available to the City at 3:30 a.m. Pacific Time each business day.

We also offer a detailed, intraday wire return report. This report provides details on each originated wire returned to the bank along with the matching original transaction and the reasons the return occurred. We deliver the wire return report twice daily at 10:00 a.m. Pacific Time and 5:00 p.m. Pacific Time through transmission or using Electronic Document Delivery.

Notifications

You can receive optional notifications* (immediately or at specific time intervals) about incoming wires by email, fax, and text message. These notifications let you know when to sign on to our online banking portal to retrieve information about an incoming wire.

* Additional fees may apply.

9. Bank Compensation

a. Can the City compensate the bank for services with fees, balances, or a combination of the two at its own election? Please describe any differences in related costs to the City with either option.

Yes. We accept compensation in fees, balances, or a combination of the two. The same price schedule applies, regardless of compensation method. We can take all your collected balances that are not part of your sweep program and apply the earnings credit for all accounts in the City relationship.

b. Can the City choose between paying for analysis deficiencies by check, auto debit, or ACH credit?

Yes. The City can pay your fees through direct account debit, or pay an invoiced amount by ACH or check each month. We prefer automatic billing after the statement cycle.

Wells Fargo Merchant Services fees are billed monthly and directly debited from your account.

c. What is the bank's Earning Credit Rate (ECR) based on, and how is it calculated each month?

We set our standard earnings credit rate (ECR) internally each month after evaluating a combination of factors including changes in the Fed Funds Target rate and competitor ECRs. We do not use indexes, such as the Treasury Bill (T-Bill), to set the standard rate.

We set the rate at our discretion and may adjust it during the month to react to market changes.

We use the following formula to calculate the earnings allowance:

(Investable balance (also called average daily positive collected balance)) × (number of calendar days in the month) × (ECR) ÷ actual number of days in the year

We do not deduct a reserve requirement prior to calculating the ECR. We calculate your earnings allowance based on 100% of your investable balance (also called average daily positive collected balance).

d. List the bank's average ECR for each the last six months (October 2021 thru March 2022).

The government ECR rate for the past 6 months has been 0.25%. The ECR went up to 0.32% on June 1, 2022, and increased to 0.49% on July 1, 2022.

10. Utility Billing services

The city currently utilizes lockbox service for utility bill payment processing. Utility bills are printed and mailed bimonthly and average 17,000. Lockbox transactions processed average 1,900 per month.

a. Does the bank have the capability to provide lockbox and electronic lockbox payment processing service? If so, please describe the service and any costs associated.

Wholesale lockbox

Yes. You can streamline your payment processing by directing payments accompanied by non-scannable remittance documents (mostly business-to-business) to a wholesale lockbox at Wells Fargo for processing.

By using our wholesale lockbox to process your payments, you may be able to accelerate collection of funds and reduce in-house processing expenses. You may also be able to meet early deposit deadlines and benefit from improved cash forecasting with intraday availability of funds.

How it works

The following workflow shows the wholesale lockbox process flow.

Our network

You can choose from several image-enabled sites strategically located across the United States. This broad coverage means your payments can arrive at our lockbox site — and we can begin processing them — a day or two sooner than if you use a more geographically distant site.

The following table shows the lockbox sites in our network.

Wholesale lockbox sites	
Atlanta	Los Angeles
Charlotte	Minneapolis
Dallas	Philadelphia
Denver	Seattle

Site recommendation

Based on the information you provided, we recommend you use our Los Angeles lockbox site.

Post office pickup schedule

The following table lists the post office pickup schedule (in local time) for your recommended site. Holiday schedules vary by location. During the implementation phase of this project, we will provide you with the holiday schedule for the location or locations you select.

Post office location	Weekdays	Saturday	Sunday
Los Angeles Main Postal Facility	**AM** 12:00, 2:00, 4:00, 6:00, 8:00, 11:00 **PM** 1:30, 3:30, 10:00	**AM** 12:00, 2:00, 4:00, 6:00, 8:00, 11:00 **PM** 10:00	**AM** 12:30, 2:00, 4:00, 6:00, 8:00, 11:00 **PM** 10:00

Deposit deadlines

The following table lists our deadlines for the Los Angeles site. At sites with more than one deadline, you can choose the time that best meets your internal balance reporting or transmission requirements.

We include payments received after your established deadline (including any payments processed during the weekend or on a holiday), in the following business day's work.

Lockbox site	Deposit times*
Los Angeles	• 4:50 a.m., 10:00 a.m., 5:00 p.m., 7:00 p.m.

*All times are local.

Reports

Lockbox reports help you track and manage your cash flow more effectively. You can view availability and detail reports online.

When you're not near your computer, you can use your smartphone to access the availability report and view deposit totals for each of your accounts.

Image options

When you use our image service, you'll have less paper to store and access to the information you need to research and apply payments without the hassle of storing paper documents. You can view images of all lockbox documents, including checks, remittance documents, correspondence, and envelopes. Online and transmission are available.

Online

Your images are available within two hours of your deposit deadline. As a standard, we archive images for seven years. However, we do offer shorter retention periods (90 days, one year, or two years) to customers who don't have a business need to access images for seven years.

> Our online image service is the quickest option to help resolve exceptions and satisfy customer needs.

You can search for transactions using various criteria (including keyed data) by entering either a single value or a range of values. Additionally, you can assign a payer name to a unique account number and routing transit number combination, which lets you search for payments from a particular payer.

Transmission file

We post a daily transmission file on our secure website that contains images of your lockbox checks and any corresponding documents. You can download the file from our website and archive the images on your internal system. You have the option of intraday or next-day file transmissions.

- Intraday - A separate image file for each batch of work we process is available within two hours of your deposit cutoff in either a zip or a PDF file.
- Next day - A consolidated zip file containing all of your images from the previous day is available by 4:00 a.m. Pacific Time the following business day.

Optional features

Accounts receivable transmission

To help eliminate errors associated with manual keyed entry, you can receive an electronic transmission of your remittance detail. You can use it to update your AR system, treasury workstation, or ERP platform automatically. Your file can include data from other sources, such as wire and ACH.

We generate transmissions to your specifications for frequency and format, including standard BAI V2 and EDI layouts. We offer customization for non-standard formats for an additional fee.

Multiple deposit processing

Using a single lockbox, you can collect payments efficiently and cost-effectively by using multiple deposit accounts. We sort your payments by location, business, or other criteria that you select, and prepare separate deposits for each of your accounts.

Credit card processing

If your customers provide credit card information, we'll process their payments by keying the information into our credit card processing application. They can use any card with the Visa®, Mastercard®, American Express®, or Discover logo.

Exception processing

Using our online decision tool, you can submit additional processing information for payments that would normally be returned. We present images of each payment to you and give you the following options:

- Accept the payment and enter any additional processing information (such as invoice data required to balance a transaction or missing required keyed data)
- Reject the payment and mail it to you
- Reject the payment and mail it back to the remitter's name and address that you provide to us; we'll include a City-specific letter template to detail the reason for rejection

Virtual lockbox

You can scan and send us images of checks, correspondence, and invoices you receive at your location. We can then process and deposit them like your other lockbox payments. We'll include these items in the image and data transmission files we send you for uploading to your AR system.

We include all pricing information in the Appendix section of our response.

Electronic lockbox

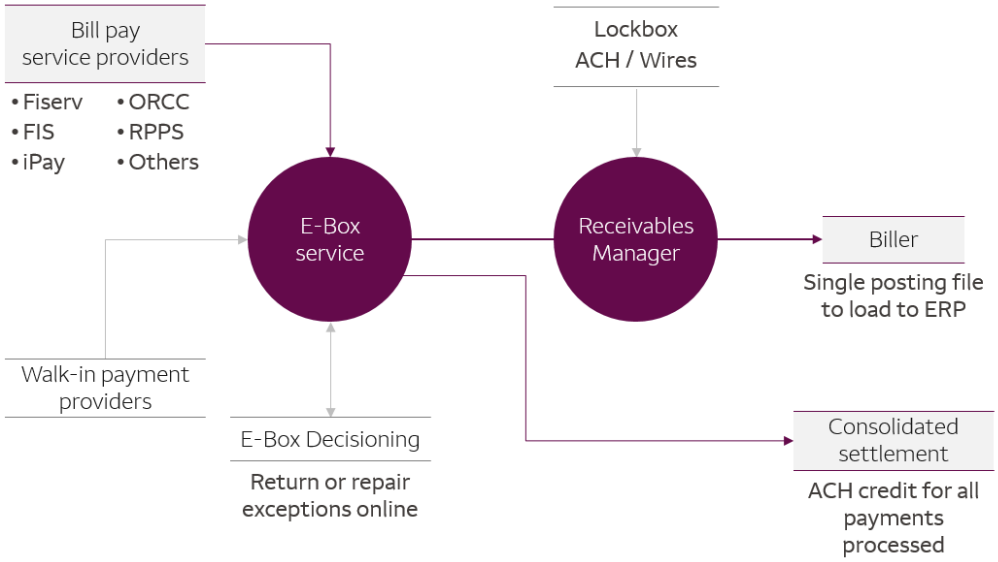
Online bill payments provide a convenient, simple, and paperless way for your customers to pay you. However, many bill payments initially submitted online can still end up as mailed paper checks by bill service providers. These check payments create exceptions and often have incomplete or inaccurate remittance details, which can result in processing delays for you.

With our E-Box service, you can increase your straight-through processing rate of receivables and minimize your staff's time spent handling exceptions — so that you achieve your goal to simplify bill payments. Our E-Box service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file. You use the file to automatically update your AR system and apply credits to your customers' accounts. Our service accepts payments from all major bill service providers and walk-in bill payment providers.

- Convenient
- Simple
- Paperless

How it works

When you sign up, we notify the bill service providers in our network that you can receive payments through our E-Box service. The following graphic shows the flow of a bill payment through the various channels using our E-Box and Receivables Manager services.



The City receives a single ACH credit to your deposit account.

Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions. We suspend payments that include errors or exceptions. You have the option to review the suspended payments online and decide what to do with them. You can also instruct us to reject and return payments that don't meet your validation routines to the originator.

The following table provides descriptions of the validation routines the City can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure
Check digit*	Uses a mathematical equation to determine if an account number is valid
Cross-reference database processing	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing (This database can correct inaccurate account information your customers enter and can make account number changes that may occur due to a merger, acquisition, or system change.)
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide
Stop file processing	Compares inbound account numbers to a file of unacceptable accounts you provide

* Applies to credit card billers.

Online payment management and research

Manage payments

With our E-Box service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate NOCs to payment originators

Dual control

For added security, a second person can review and approve all changes initiated by another user.

* The functions you can perform depend on the features you select during implementation.

Research

The City can view and research processed payments and access information for reporting and trend analysis.

Payment history

You can locate transactions using the search criteria in the following table.

Account number	Consumer name or account number
Amount	Processed date
Biller ID	Trace number

You can access all successfully processed payments for the previous 180 days. You can view and print full record-level data in HTML and PDF formats, and you can export data for manipulation and analysis in XLS and CSV formats.

Reporting

Our Return and Repair report provides a detailed, payment-level audit of all user activity performed during the past 180 calendar days. You can tailor it to show only payments that meet your search criteria.

You can view and print activity in HTML and PDF formats, or export in CSV and XML formats.

We include all pricing information in the Appendix section of our response.

11. State Activity/LAIF Transfers

The city transacts State of California Local Agency Investment Fund (LAIF) transfers on a regular basis and receives State electronic payments.

a. Please describe the LAIF transfer process. Are the transfers done by telephone, email, fax, wire transfer, etc.? How is the accuracy of transfers assured?

The City can originate a direct wire transfer to and from the Local Agency Investment Fund (LAIF).

LAIF transfers are handled as follows:

- Funds transfer to LAIF — The City will contact the State of California LAIF office to advise of a funds transfer. A LAIF representative will provide a transfer confirmation number. The deadline is 10:00 a.m. Pacific Time. You will initiate the funds transfer electronically by wire.
- Funds transfer from LAIF — Contact the State of California LAIF office to request a withdrawal. The deadline is 10:00 a.m. Pacific Time. The funds will be transferred into your Wells Fargo account by wire transfer the same day.

b. What is the charge per transfer to LAIF? From LAIF?

Each outgoing wire transfer will be charged $4.00 and assessed through your account analysis.

The funds will be transferred into your Wells Fargo account by wire transfer the same day and be available immediately provided that it's received by Wells Fargo before the Federal Reserve closes.

c. Does the bank have an office in Sacramento that maintains a direct DDA banking relationship with the State Treasurer's office and the State Controller's office?

Yes. Wells Fargo maintains a direct DDA banking relationship the State of California's Controller and Treasurer.

d. Is the bank an approved State of California depository?

Yes. Wells Fargo is an approved California State depository of public funds in compliance with Sections 53635.2 and 53649 of the California Government Code.

e. What is the charge for the deposit of State electronic payments? State warrant?

If the items are collected as an incoming ACH, these items should post as an electronic payments received. If the items are posted as an incoming wire, then an incoming wire fee will be charged.

We include all pricing information in the Appendix section of our response.

f. What is the bank's position on past issuance of IOU's by State of CA? Does the bank accept IOU's for deposits?

In years past, we obtained a temporary agreement with the State of California to accept IOU's for a brief period of time. Should the need arise in the future, we would have to review the legal agreements presented to negotiate those items for deposit based on current laws and procedures.

12. Overdrafts

a. What are the fees and interest charges associated with overdrafts? How are these charges calculated?

We do not charge for daylight overdrafts, though we reserve the right to do so.

We charge for both overdrafts and the use of UCF. We change overdraft fees on a per item basis. (Today, the overdraft fee is $35 per item with a max of four fees charged per day.)

For UCF, the standard interest rate is based on the prime lending rate +3%. The formula for our UCF fee uses that interest rate basis as the overdraft rate, applying this formula:

(average daily negative collected balance × overdraft rate × days in period) ÷ (360) = uncollected funds fee

We can offset these fees (overdraft and UCF) by the earnings credit allowance.

b. Is there a fee per check or per occurrence when there is an overdraft?

Wells Fargo charges per item, with a max of four fees per day. Should additional items be presented on the following business day, the four-item max will be charged per items presented.

c. Is there a daily cap on fees?

Wells Fargo will set overdraft fees on a per item basis. We do have a daily cap on overdraft fees with a maximum of four overdraft fees per account per day.

13. Describe the financial institution security procedures for its information reporting system, both for access and information protection.

Our online banking portal uses the following access and information protection security features.

Authentication

The system requires multiple sign-on identifiers, including:

- Company ID, user ID, and password
- Strong or two-factor authentication for all online payment and administration services using a PIN and token code

Internal access violations

We record operating system sign ins and access violations, and monitor system logs for exceptions and suspicious activity. The system will lock out a user account when there are invalid password attempts.* We investigate these activities and take appropriate actions, as necessary, to protect your banking information.

If an account becomes locked, the user must contact the City's administrator or a representative in our CC4B Service Office to reissue and reset the password.

* Our online banking portal suspends a user after five unsuccessful sign-on attempts.

Automatic signoff

We automatically sign users off from your online and mobile banking session after a period of inactivity. This security feature reduces the risk of others accessing information from an unattended computer or mobile device.

Access control

You determine who can access protected resources and which resources are available for access. We can set up entitlements for each user, or, using our online administration service, your administrators can create user IDs and assign privileges.

Dual custody

To reduce your fraud risk, we require dual custody (separate users to initiate and approve) to release online payment transactions and for administration actions related to transaction-based services.

Dual custody is an industry standard best practice that helps protect against fraud attempts that could originate inside or outside your organization. For maximum effectiveness, dual custody should involve two users on different computers or mobile devices. You can choose to add dual custody to other administration features such as user setup and password resets.

Encryption and browser requirements

We conduct user sign-ons and all session activities using 256-bit encryption. During sign-on or when using two-factor authentication, we mask passwords, PINs, and token codes for security reasons. Additionally, the system stores all passwords using one-way hashing. Our services only support browsers that adhere to our encryption standards.

Security audits and assessments

Wells Fargo Audit Services performs regular reviews of our online banking portal and issues findings and audit summaries. Our management and technical partners review each finding. If changes are necessary, management prioritizes and schedules them for implementation. Audit Services tracks and monitors findings and completed changes.

We use internal resources to perform penetration testing on our online banking portal and mobile service on a regular basis. In addition, we leverage external resources to perform penetration testing on a periodic basis. Management reviews the results and makes appropriate changes to strengthen our existing security controls.

Virus detection

Our security policies require that we deploy and maintain virus detection software on our servers, email gateways, desktops, laptops, and other devices.

14. Is system administration performed by the financial institution or the customer? What functions does the security administrator perform?

Your company administrator can perform a variety of functions through our online administration service, including:

- Creating, maintaining, and deleting user access, including password resets
- Restricting user access to services and accounts and setting transaction dollar limits
- Creating account or user lists to better organize your users and accounts — lists can be used throughout the administration service to easily select multiple accounts or users to administer
- Setting up multiple users with similar access controls at the same time
- Establishing additional controls for specified transactions and functions that require review and approval by a one or more approvers before the request is executed*
- Setting up forced dual controls for all tasks performed through the online administration service*
- Running management reports that show current user entitlements for a rolling 365 days of administration activity history

* We require dual custody for money movement transactions and changes to user access.

Audit features

We offer an online audit report that lists:

- Authorization activities performed by your administrators
- Access assigned to each user

We also internally log and monitor customer events that occur on our online system. The service event logs provide information about your user activities, including sign-in, user profile updates, and transactional activity. The logs identify the user, date and time of event, and other information relevant to the activity performed.

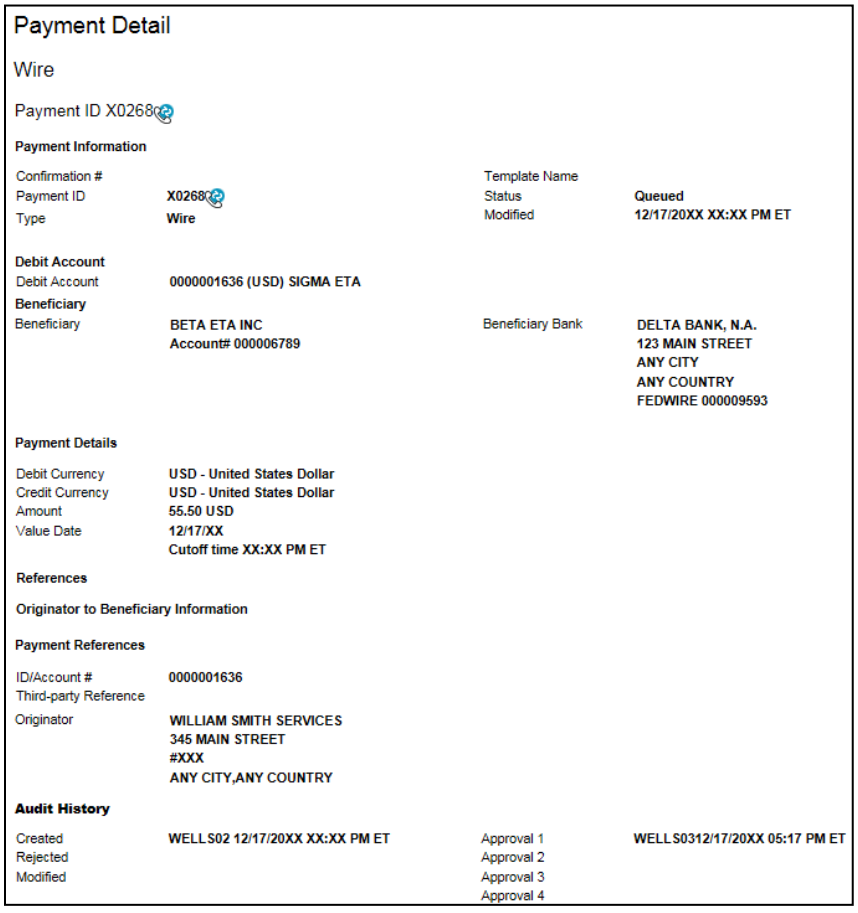
15. Is an audit trail report available, showing all activity, by whom and when, for each system?

Yes. We internally log and monitor events that the City initiates through our online banking portal and mobile banking service.

The City reports

Audit trail

We provide audit trail reporting for many of our online banking portal services. You can access these online audit reports that show authorization activity and user access. The following screenshot is a sample from our online wire initiation service showing creation and approval audit history.



Payment Detail

Wire

Payment ID X0268

Payment Information

Confirmation #		Template Name	
Payment ID	X0268	Status	Queued
Type	Wire	Modified	12/17/20XX XX:XX PM ET

Debit Account

Debit Account: 0000001636 (USD) SIGMA ETA

Beneficiary

Beneficiary	BETA ETA INC Account# 000006789	Beneficiary Bank	DELTA BANK, N.A. 123 MAIN STREET ANY CITY ANY COUNTRY FEDWIRE 000009593

Payment Details

Debit Currency	USD - United States Dollar
Credit Currency	USD - United States Dollar
Amount	55.50 USD
Value Date	12/17/XX Cutoff time XX:XX PM ET

References

Originator to Beneficiary Information

Payment References

ID/Account #	0000001636
Third-party Reference	
Originator	WILLIAM SMITH SERVICES 345 MAIN STREET #XXX ANY CITY,ANY COUNTRY

Audit History

Created	WELLS02 12/17/20XX XX:XX PM ET	Approval 1	WELLS0312/17/20XX 05:17 PM ET
Rejected		Approval 2	
Modified		Approval 3	
		Approval 4	

Your treasury management sales consultant, Gurleen Pannu, will be happy to discuss additional audit reporting capabilities for your specific services.

Online administration reports

You can also retrieve online audit reports that show authorization activities performed by your company administrators and the entitlements assigned to each user. We've included sample reports in the following screen shots.

Administrator activity: Company preferences

Company Preferences Activity

User (Role)	User ID	Date Range
User , test(Admin)	XXXUSER	01/01/20XX through 05/16/20XX
— Wires		

Date / Time	Initiated By	Accepted By	Account Number / Bank ID	Account Type / Account Name	Funds Transfer Type	Activity
02/16/20XX; 02:49:40 PM	test, user	User, Test	N/A	N/A	N/A	Edit Default Wire Fee Assignment:OUR

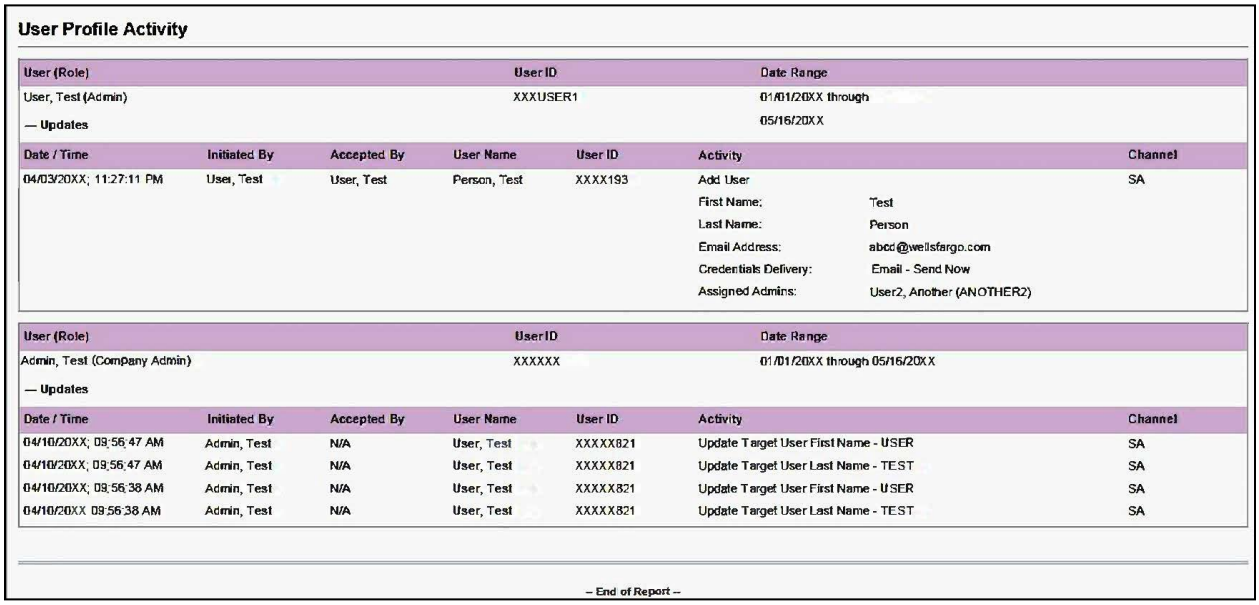
User (Role)	User ID	Date Range
Admin, test (Company Admin)	XXXXX01	01/01/20XX through 05/16/20XX
— Account Name Maintenance		

Date / Time	Initiated By	Accepted By	Account Number / Bank ID	Account Type / Account Name	New Nickname / Old Nickname	Activity
02/08/20XX; 08:24:07 AM	User, Test	N/A	###### /#########	Multi. Currency / #####GBP	S#### / N/A	Edit Nickname

User (Role)	User ID	Date Range
User , test (Admin)	XXXXB060	01/01/20XX through 05/16/20XX
— Wires		

Date / Time	Initiated By	Accepted By	Account Number / Bank ID	Account Type / Account Name	Funds Transfer Type	Activity
02/16/20XX; 03:20:33 PM	test, user1	User , Test	N/A	N/A	N/A	Edit Default Wire Fee Assignment:BEN

User access: User profile activity



User Profile Activity

User (Role)	User ID	Date Range
User, Test (Admin)	XXXUSER1	01/01/20XX through 05/16/20XX
— Updates		

Date / Time	Initiated By	Accepted By	User Name	User ID	Activity		Channel
04/03/20XX; 11:27:11 PM	User, Test	User, Test	Person, Test	XXXX193	Add User		SA
					First Name:	Test	
					Last Name:	Person	
					Email Address:	abcd@wellsfargo.com	
					Credentials Delivery:	Email - Send Now	
					Assigned Admins:	User2, Another (ANOTHER2)	

User (Role)	User ID	Date Range
Admin, Test (Company Admin)	XXXXXX	01/01/20XX through 05/16/20XX
— Updates		

Date / Time	Initiated By	Accepted By	User Name	User ID	Activity	Channel
04/10/20XX; 09:56:47 AM	Admin, Test	N/A	User, Test	XXXXX821	Update Target User First Name - USER	SA
04/10/20XX; 09:56:47 AM	Admin, Test	N/A	User, Test	XXXXX821	Update Target User Last Name - TEST	SA
04/10/20XX; 09:56:38 AM	Admin, Test	N/A	User, Test	XXXXX821	Update Target User First Name - USER	SA
04/10/20XX 09:56:38 AM	Admin, Test	N/A	User, Test	XXXXX821	Update Target User Last Name - TEST	SA

-- End of Report --

Our internal reports

We record information about user activities, including sign-on history, profile updates, and transactions made. Reports identify users, dates and times of events, and other details.

We do not typically share our internal reports with customers. However, if there is a need to view a report, we would evaluate the request on a case-by-case basis.

We use audit controls to log, monitor, and report the key activities of our online banking portal. Audit logs provide transaction and activity records of events, including internal user activity related to customer accounts.

Our enterprise records management requirements determine our audit log retention periods. At a minimum, we retain logs for one year.

16. Describe the types of insurance and bonding carried.

Protection for our customers and business partners with respect to theft or misappropriation of their assets is provided by the financial strength, integrity and contractual obligations of Wells Fargo.

The Wells Fargo & Company Corporate Insurance programs include, but are not limited to, Professional Liability insurance (also known as Errors and Omissions policy), Financial Institutions Bond coverage, which includes Fidelity (also known as Employee Dishonesty) coverage, and Commercial General Liability, and Automobile Liability insurance.

If you select Wells Fargo as your preferred provider for treasury management services, we will provide Certificates of Insurance as required by contract.

17. Include a copy of the financial institution's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE 16) for any processes or systems relevant to the services under this RFP.

Wells Fargo Treasury Management contracts for an annual SSAE 18 examination. Results are issued in an SOC 1 report.

We can provide a copy of our SOC 1 reports upon receipt of a signed non-disclosure agreement. If we are chosen as a finalist in the City's selection process, we will obtain required signatures as needed.

Please refer to Tab B in the Appendix section of our response for our Information Security program letter.

18. If not already covered in the SSAE 16 report, describe the disaster recover plans for each proposed service for short- and long-term disaster and power failure recovery.

Business continuity and resiliency

Recent history shows us that having a solid business continuity plan in place, no matter the cause of the disruption, can be critical to business success. Wells Fargo seeks to manage this risk in accordance with our Business Resiliency and Disaster Recovery Risk Management policy and business procedures to achieve business goals and comply with laws, rules, regulations, and regulatory guidance to protect our customers and ourselves.

Please refer to Tab C in the Appendix section of our response for our Business Continuity Plan Program letters.

We have formal teams dedicated to managing disruptions to our services. Our Enterprise Business Continuity Resiliency Planning office sets the standards for our organization. Each business, in conjunction with operational risk management partners, helps ensure preparedness and compliance at the organizational levels.

Standard elements of our business continuity and resiliency programs include:

- **Annual plan review, testing, and maintenance**
- **Identification of alternate strategies and recovery procedures**
- **Identification of internal and external dependencies including regular review of third party service providers**
- **Identification of potential risks and controls for mitigation**
- **Prioritization of business functions and technology**
- **Procedures for communication with customers, suppliers, and essential staff**
- **Recovery of technology and data**

General program elements for our enterprise

Testing recoverability

We update and test our recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential business recovery procedures and systems at least annually.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff or of third party providers. We identify the main areas most commonly affected and then provide our general approach to each.

Data and operation centers

We've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. If we need to shift processing to an alternate data center, we can because we maintain redundant platforms for our business critical services. All alternate sites have sufficient capacity to maintain processing for an extended period. In most situations, we can restore service at a primary data center for critical services within 12 hours.*

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

* This zero to 12 hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Third party providers

We use third-party service providers and contractors to support a variety of functions. We evaluate each of them prior to the execution of a contract for services, and beyond. Our evaluation uses a risk-based approach to assess providers as we review, select, and monitor their performance.

Our Vendor Management Program conducts service provider validation and joint testing of our essential providers. It includes an assessment of the service provider's ability to meet our disaster recovery standards for service level agreements and recovery time objectives.

Program elements specific to treasury management

In addition to our enterprise program elements, we've incorporated the following elements into our business continuity resiliency plans for our treasury management services.

Communication

Notification methods to inform you of a service disruption include:

- Front-end messages from our CC4B Service Office advising the City about system issues when you contact us through our toll-free number
- System status alerts displayed on the homepage of our online banking portal

> Client service officers are on call 24 hours a day, seven days a week, ready to respond to a disruption.

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, your relationship team can help. They have access to bank systems and can provide the account information, balances, and other data you need to continue operating.

Backup strategies for online channels

Online banking portal

If the online banking portal experiences a disruption, we use our backup environment. The backup environment is a duplicate of our online banking portal and is in a separate location from the primary site.

Mobile service

We have a backup environment for our mobile platform* in the event of a system outage. Our mobile service and online banking portal channels use different web addresses and user interfaces. This arrangement means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile service if our online banking portal experiences a disruption.

Additionally, our mobile token feature allows users to use their mobile devices in place of physical tokens to access secure services. This access can be helpful in instances when a disaster event separates users from their physical tokens.

* Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

Backup strategies for core services

ACH payments

When we invoke our ACH recovery plan, processing diverts to a backup site. We can recover with minimal down time because we run ACH production simultaneously at our primary data center and at our backup sites.*

The diverse geographic locations of our processing centers help to minimize potential disruption. However, the severity or nature of a specific event may require use of manual backup procedures.

As a contingency step, we recommend that you establish an alternate method of initiating payments, such as our online ACH services,† to upload files or manually key in payment information.

* Running simultaneous ACH production does not guaranty that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

† You will need to enroll in our online ACH service separately from the direct origination service and plan for implementation prior to an emergency.

Wire transfer

When we invoke our business continuity resiliency plan, processing diverts to a backup site. Each backup site has the ability to accept transferred wire processing workloads, including wires initiated by telephone.

We maintain redundant connections to two different Federal Reserve Banks, which minimizes potential disruption within a geographic region. We conduct comprehensive joint testing with the Federal Reserve Bank on a quarterly basis.

You can also enroll in a backup wire transfer channel. For example, you can choose from telephone-initiated wires or our mobile service to access select functions of our wire transfer service.*

* You will need to enroll in backup wire services separately and plan for implementation prior to an emergency.

Account reconciliation plans and positive pay

If you're unable to access our online banking portal or send files using data transmission because of a business interruption, you can key small-volume issues, cancellations, and voids through our mobile service.*

* You do not need to enroll in the mobile service in advance of a disruption. Download the latest version of the CEO Mobile app available for your device from the Apple App Store or Google Play store.

Transmission service

We have a backup environment for our browser-based transmissions service. It includes an alternate website in case our online banking portal is unavailable. As a best practice, we recommend that customers leverage URLs if using automation scripts and not IP addresses, which are subject to change.

Commercial card

Our business continuity resiliency plan includes contingency planning and routine data backups. We are on call 24 hours a day, seven days a week during incident response. In most situations, restoration of commercial card processing can occur within 12 to 24 hours, and restoration of our expense management service can occur within four hours of disaster declaration.*

* The forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption.

ACH Fraud Filter

Business disruptions can create opportunities for fraud. It’s important that during a disruption you can continue to view details and make decisions on your ACH transactions. You can access our ACH Fraud Filter service online or through our mobile service. Alternatively, you can obtain ACH information by calling our CC4B Service Office.

Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, we work through a backup site. We disperse our cash vault sites strategically so that we minimize potential disruption within a specific geographic region. Transportation issues and the additional distance between you and the backup site may cause delay of the cash delivery during a disaster or emergency. If such an event occurs, we take reasonable action to resume our normal cash delivery service levels as soon as possible, given the available transportation options.

Remote deposit

We automatically store checks that you capture through our remote deposit service on our servers. If a power outage or other disruption prevents you from completing a deposit, it remains in a pending deposit status. It remains in this status until you can access the system again. You can view a summary of all your deposits that require review prior to completion. As a backup, you can make deposits using a mobile device with a camera through our CEO Mobile application or by taking your deposit to a Wells Fargo branch.

Lockbox

If we invoke our business continuity resiliency plan, lockbox processing at the affected site diverts to a backup site, as needed. The specific location of the backup site will depend on the impact of the disruption. Alternative processing may include diverting mail delivery from the affected primary site to the backup site.* In such a case, after we receive mail at the backup site, we follow customer-specific instructions to process checks, capture AR data, and image checks and invoices. We notify customers and couriers (as appropriate) about their impacted processing site or procedures.

* Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact normal service level agreements.

Image cash letter

Image cash letter processing moves between two main locations. We mirror and back up all image cash letter files in a separate location. Because we back up and store your account data, we can provide it to you in an emergency.

If you're unable to make deposits through our image cash letter service, as an alternative, you can make deposits at any Wells Fargo branch.

Keeping current

To keep current with changes in the business continuity resiliency and disaster recovery industry, we're active in forums that discuss and share best practices.

The forums include:

- Disaster Recovery Institute International
- Financial Industry Regulatory Authority
- Global Financial Markets Association
- The Institute of International Finance

19. Describe any additional security measures available to the City to minimize the risk of unauthorized transactions in its accounts.

Please refer to the previous response to question 13.

D. Implementation/conversion

1. Provide a conversion plan for transitioning each of the proposed services to your financial institution.

Our experienced team will meet with the City. Together, we will discuss the process, set expectations, and document any potential issues that the team may encounter during the transition. In addition, we will conduct follow-up meetings as necessary.

We will assign an implementation consultant to the City and coordinate an implementation kickoff meeting. Your implementation consultant acts as your single point of contact throughout the implementation and help determine timelines and responsibilities.

This regular communication will help develop the relationship that's required to achieve a smooth transition to your new banking or treasury management solutions.

Your implementation consultant collaborates with you and your staff to develop the schedule and document the process we will follow. A sample schedule for our product implementation follows. While the sample schedule shows many crucial tasks, it is not comprehensive. After we meet with you to discuss your needs, we will customize it.

The implementation lead time represents the length of time it takes to make the service available to the City once:

- Your relationship team completes all required know your customer due diligence processes*
- Your implementation consultant gathers all necessary information from you and our internal sources needed to implement your services
- The City completes the required agreements and returns them to Wells Fargo

* Due diligence processes can take up to 30 days to complete.

Sample implementation schedule

Online banking portal and information reporting

Approximate time frame*	Wells Fargo actions	Your actions
9-day lead time to establish services in online banking portal 7-day lead time to establish information reporting service	• Review and confirm services • Coordinate training • Set up online administration for reports, and related services	• Review and confirm services • Attend training • Review and sign forms

* The implementation time can be shorter (or longer), depending on the products being implemented.

Account opening

Approximate time frame*	Wells Fargo actions	Your actions
1-day lead time	• Identify all accounts to be opened • Provide account numbers • Provide MICR specifications • Order deposit tickets, check stock, and other supplies • Validate setup	• Identify all accounts to be opened • Order deposit tickets, check stock, and other supplies

ACH direct transmission

Approximate time frame*	Wells Fargo actions	Your actions
13-day lead time*	• Review and confirm services • Provide file layout specifications • Determine transmission method and issue IDs • Issue transmission ID • Review test file format • Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item) • Move transmission IDs into production • Validate and finalize setup	• Review and confirm services • Determine transmission method and issue IDs • Create test file • Perform transmission testing (additional time may be needed for outbound transmission testing, such as for a returned item)

* The implementation time can be shorter (or longer), depending on transmission testing.

ARP and Positive Pay

Approximate time frame*	Wells Fargo actions	Your actions
36-day lead time*	• Review and confirm services • Coordinate training • Provide file layout specifications • Issue transmission ID • Perform transmission testing • Move transmission ID into production • Validate and finalize setup • Activate Positive Pay	• Review and confirm services • Complete training • Perform transmission testing

* The implementation time can be shorter (or longer), depending on transmission testing. Also, adding ARP or Positive Pay to an existing account is cycle dependent and can only be done at the beginning of a statement cycle.

Payee Validation

Approximate time frame*	Wells Fargo actions	Your actions
30-day lead time*	• Review and confirm services • Share manual review fee with the City† • Share key implementation requirements, guidelines, and video tour • Request customer limits check stock order • Confirm checks are ready to monitor • Set up for production • Begin monitoring test checks • Review check stock and monitor issue file for three weeks • Address any issue file corrections • If checks pass three weeks of testing, there is no further follow-up • Validate and finalize setup	• Review and confirm services • Acknowledge understanding of requirements • Request customer limits check stock order • Confirm checks are ready to monitor • Begin monitoring test checks • Review check stock and monitor issue file for three weeks • Address any issue file corrections • If checks pass three weeks of testing, there is no further follow-up • If checks fail testing, you have 60 days to fix issues†

* Dependent upon results of check stock monitoring.

† If checks still fail, the manual review fee will be assessed.

ACH Fraud Filter

Approximate time frame*	Wells Fargo actions	Your actions
9-day lead time*	• Review and confirm services • Coordinate training • Set up service on ACH platform • Set up optional 30-day review (before considering stop option) • Implement stop option if needed	• Review and confirm services • Complete training • Identify default decisions and preauthorizations

* This service becomes active after users complete training. The City's responsiveness will affect the implementation lead time; delays in completing training can increase the implementation time frame.

Bank Administration Institute (BAI) transmissions

Approximate time frame*	Wells Fargo actions	Your actions
27-day lead time	• Review and confirm services • Determine transmission method • Issue transmission ID • Perform transmission testing • Move transmission ID into production • Validate and finalize setup	• Review and confirm services • Develop capacity to receive and parse BAI file and data • Perform transmission testing

Remote deposit

Approximate time frame*	Wells Fargo actions	Your actions
13-day lead time	• Review and confirm services • Order supplies • Complete and validate setup • Send fulfillment package	• Review and confirm services

Remote deposit with detail reporting

Approximate time frame*	Wells Fargo actions	Your actions
21-day lead time	• Review and confirm services • Provide transmission specifications • Set up transmission and test connectivity • Issue transmission ID • Provide test results • Move transmission ID into production • Monitor live files • Validate setup	• Review and confirm services • Review and approve forms • Send test file

* A Deposit Detail Report can be set up for both our remote deposit and image cash letter services. The timeframe for either requires at least a 21-day lead time to establish, create, and test IDs for transmission.

Image File Import (non-lockbox)

Approximate time frame*	Wells Fargo actions	Your actions
20-day lead time*	• Review and confirm services • Provide reference guide • Determine transmission method • Issue transmission ID • Send live files • Validate and finalize setup	• Review and confirm services • Download test file and confirm connectivity and format

* The implementation time can be shorter (or longer), depending on transmission method and testing.

Returned Items

Approximate time frame*	Wells Fargo actions	Your actions
11-day lead time	• Review and confirm services • Issue transmission IDs • Implement instructions • Validate setup	• Review and confirm services • Send test file

* The implementation time can be shorter (or longer), depending on transmission testing.

Sweep accounts

Approximate time frame*	Wells Fargo actions	Your actions
7-day lead time	• Review and confirm services • Implement sweep • Establish sweep statement access • Validate setup	• Review and confirm services

WellsImage® Media

Approximate time frame*	Wells Fargo actions	Your actions
13-day lead time*	• Review and confirm services • Provide MICR check specifications • Perform check testing (MICR and image) • Finalize setup	• Review and confirm services • Provide test checks

* The implementation time can be shorter (or longer) depending on check testing. It is also cycle dependent and can only be added at the beginning of a statement cycle if adding WellsImage Media to an existing account.

Wholesale Lockbox

Approximate time frame	Wells Fargo actions	Your actions
10-day lead time	• Review and confirm services • Perform invoice testing • Provide lockbox number and live date • Finalize setup • Coordinate image training	• Review and confirm services • Provide sample invoices (for image) • Complete image training

Wholesale Lockbox with transmission

Approximate time frame	Wells Fargo actions	Your actions
30 to 40-day lead time	• Review and confirm services • Provide file layout specifications • Perform invoice testing • Issue transmission ID • Perform transmission testing • Provide lockbox number and live date • Move transmission ID into production • Finalize setup	• Review and confirm services • Provide sample invoices (for image) • Perform transmission testing

* The implementation time can be shorter (or longer), depending on transmission testing. Lockbox can begin receiving deposits 10 business days after the lockbox number is assigned; however, we cannot provide remittance details electronically until transmission testing is complete.

Zero balance account (ZBA)

Approximate time frame*	Wells Fargo actions	Your actions
7-day lead time	• Review and confirm services • Implement ZBA • Validate setup	• Review and confirm services

Consolidated receivables service

Approximate time frame*	Wells Fargo actions	Your actions
14- to 42-day lead time*	• Complete setup forms • Begin setup of all treasury management-related products • Finalize setup • Test transmission • Move services into production • Coordinate training	• Complete training

* The implementation time can be shorter (or longer), depending on transmission testing

Consolidated payables service

Approximate time frame*	Wells Fargo actions	Your actions
48-day lead time	• Review and confirm services • Determine use of manual or automation process and method of transmission • Provide user guides and coordinate training, if using Payment Manager Online (PMOL) • Develop statement of work • Approve and sign statement of work • Validate SIT/UAT test files • Add any additional accounts • Move services into production • Transmit and monitor production files • Verify and finalize setup	• Review and confirm services • Determine use of manual or automation process and method of transmission • Establish automation connection • Validate SIT/UAT test files • Add any additional accounts • Transmit and monitor production files

* The times for all action items can vary depending on your choice of a standard or custom format and the availability of your internal resources for development and testing.

Wires (online initiation)		
Approximate time frame*	**Wells Fargo actions**	**Your actions**
4-day lead time	• Review and confirm services • Implement and validate services • Coordinate training	• Review and confirm services • Complete training

Commercial card implementation

The following schedule includes a description of each implementation phase. It includes approximate timeframes for completion and actions required of both parties. Factors that can affect the estimated time needed to implement our services include the City's requirements, preferred file format (standard versus custom), technical capabilities and testing requirements.

Pre-implementation

Prior to your commercial card program implementation, your Wells Fargo relationship team gathers information to satisfy credit, legal, and regulatory requirements for the service. We also work with you to collect signatures for the required agreements. The lead time for this information gathering is typically one to three weeks.

During implementation

During implementation, your commercial card program implementation consultant gathers additional details for your program and cardholders, coordinates any necessary technical resources, and develops a training plan for your program administrators.

Once your setup is complete, your commercial card payables account manager works with you to develop your customized program rollout and training for cardholders and approvers.

Sample implementation schedule

Implementation begins once we complete all pre-implementation activities.

Pre-implementation		
Approximate time frame	**Wells Fargo actions**	**Your actions**
1 to 3 weeks	• Finalize services and pricing • Complete any credit or regulatory requirements • Complete necessary commercial card contracts	• Finalize services and pricing • Complete any credit or regulatory requirements • Gather additional commercial card details

Implementation		
Approximate time frame	**Wells Fargo actions**	**Your actions**
3 to 4 weeks lead time standard 4 to 6 weeks with transmission	• Gather additional commercial card details • Provide GL interface file format detail • Train administrators and provide cardholder training material • Rollout cardholder training and card distribution	• Gather additional commercial card details • Provide cardholder list and profile details • Complete merchant category code (MCC) template worksheet • Complete GL mapping spreadsheet • Provide GL interface file format detail • Complete internal cardholder agreement and application • Rollout cardholder training and card distribution

Virtual card payments

Completion of a new standard implementation of our Virtual Card Payments and consolidated payables services can take four to six weeks. Factors that can affect the estimated time needed to implement our services include:

- The City's requirements
- Preferred file format (standard versus custom)
- Technical capabilities
- Testing requirements

Sample implementation schedule

The following schedule includes a description of each implementation phase. It includes approximate timeframes for completion and actions required of both parties.

Pre-implementation*		
Approximate time frame	**Wells Fargo actions**	**Your actions**
1 to 3 weeks	• Provide standard file format specifications • If you will use a custom file format: • Provide you with a data matrix of required fields • Analyze and approve your file specification format • Provide template for your suppliers • Segment and profile suppliers for enrollment • Provide signature card and card agreements • Reserve account numbers • Complete credit approval • Assign project manager(s)	• Review Wells Fargo standard file and document format specifications • Self-validate that input file meets standards using our file validation tool • If you will use a custom file format: • Return completed data matrix • Produce file specification and sample file • Return supplier list • Update ERP system to take new payment type • Sign and return completed documents

* All pre-implementation actions run concurrently.

Implementation kick off and Business Requirements Document (BRD)*		
Approximate time frame	**Wells Fargo actions**	**Your actions**
1 to 3 weeks	• Provide standard file format specifications • If you will use a custom file format: • Provide you with a data matrix of required fields • Analyze and approve your file specification format • Provide template for your suppliers • Segment and profile suppliers for enrollment • Provide signature card and card agreements • Reserve account numbers • Complete credit approval • Assign project manager(s)	• Review and approve BRD • Review and approve the supplier enrollment strategy • Return signed agreements

* All implementation actions run concurrently.

Development*		
Approximate time frame	**Wells Fargo actions**	**Your actions**
2 to 4 weeks	• Establish services • Provide training for our consolidated payables and online services • Contact targeted suppliers and provide a weekly enrollment report	• Complete training • Update ERP or AP system weekly, to reflect changes in supplier enrollment • Confirm all setups and test specifications

*All development actions run concurrently.

User acceptance testing*		
Approximate time frame	**Wells Fargo actions**	**Your actions**
2 weeks	• Conduct connectivity testing and validation. We also make file update recommendations and repeat testing until all issues are resolved	• Produce system-generated file and receive test files with acknowledgments and confirmations

* All user acceptance-testing actions run concurrently.

Go live		
Approximate time frame	**Wells Fargo actions**	**Your actions**
	• Coordinate any additional training needed • Move your services to a live environment with your approval • Monitor the first live file that you send to us • Introduce you to our customer service team, CC4B Service Office	• Complete any additional training • Modify transmission scripts to send the first live file

Merchant services implementation

To successfully implement your merchant services, several important tasks need to take place in a timely manner. In the following paragraphs, we provide an overview of the steps and responsibilities involved with implementing your merchant services solution. We will create a customized plan and share it with you during the implementation process.

Wells Fargo steps and responsibilities

Pre-implementation phase

During pre-implementation discussions with you, we will determine which merchant processing solutions will best meet your needs. Additionally, we will work with you to finalize your solution and requirements, complete and sign any required documentation, and gather additional details.

Implementation phase

We will assign a merchant services implementation consultant who will guide you through the implementation process. He or she will be your main contact throughout the implementation process. Your merchant services implementation consultant will provide an overview of the implementation experience, gather additional details review the Statement of Work (if applicable), and provide additional resources and support for your internal technical setup, including issue resolution.

Merchant account and product setup

We will build and configure your merchant processing solution to meet your needs.

Testing

As your implementation progresses, you will submit test transactions to help ensure a successful setup.

Training

Your merchant services implementation coordinator will provide you with training, so you will be ready to use your new merchant solution.

Start date and monitoring

You and your merchant services implementation consultant will coordinate a go-live date for your new services. We will monitor your account for the first 30 days to help ensure transactions are processing correctly. Upon receipt of your first monthly merchant account statement, your implementation manager will conduct a statement review and introduce you to your ongoing support team.

The City's steps and responsibilities

One of the ways to help ensure we meet your merchant services needs is through a customized implementation process and timeline. We build this based on information you provide. We will depend on you before and during the implementation process to do the following:

- Provide additional information that may be needed to complete the implementation as requested
- Help ensure your technical and financial resources are available and prepared to participate as needed
- Be prepared to discuss your reporting and reconciliation requirements
- Partner with your implementation consultant to coordinate your setup, training, test transactions, and go-live date

Timeframes

Implementation timeframes for our merchant services solutions vary based on the type of processing you require and the size and scope of your implementation. In the following table we list general implementation timeframes.* Once we establish your specific needs, we will present you with a mutually agreed upon timeframe for implementation.

Service	Time to implement*
Terminal 1 – 20	• 2 – 4 weeks
Terminal 21+	• 4 – 8 weeks
Clover Go	• 4 – 6 weeks
Clover POS 1 – 20	• 2 – 4 weeks
Clover POS 21+	• 4 – 8 weeks
Decision Manager	• 2 – 4 weeks
Direct Connect	• 8 – 10 weeks
FD gift card	• 12 – 14 weeks
Independent software vendor (ISV)	• 4 weeks
Wells Fargo Payment Gateway® API integration	• 8 – 12 weeks
Wells Fargo Payment Gateway Secure acceptance	• 4 – 8 weeks
Wells Fargo Payment Gateway Virtual terminal	• 2 – 4 weeks

*Actual timeframe of implementing may vary by individual merchant or vendor.

2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the City's account be transitioned to the ongoing client service team?

Your assigned implementation consultant will act as your single point of contact throughout the implementation and help determine timelines and responsibilities. This regular communication will help develop the partnership that's required to achieve a smooth transition to your new banking and treasury management solutions.

After your implementation is complete, you can call or email our CC4B Service Office who can help you and your staff with questions about your new services. CC4B Service Office representatives are available Monday through Friday from 4:00 a.m. to 7:00 p.m. Pacific Time and Saturday from 6:00 a.m. to 12:30 p.m. Pacific Time.

3. Indicate the financial institution's plans for initial and ongoing educating and training City employees in the use of your systems?

During implementation, we will work with you to determine your training needs. Based on your needs, we can create a customized plan that consists of a variety of solutions. In the following paragraphs, we describe the training options available to you.

Online learning resources

Training for services provided through our online banking portal is available to the City during all phases of your implementation. You will also have access to these tools on an ongoing basis once implementation is completed. Training includes on-demand modules and a variety of self-paced learning tools.

On-demand modules

We provide on-demand training modules that are available through our online banking portal 24 hours a day, seven days a week. This approach offers greater flexibility so that your users can train when it is most convenient for them.

Self-paced learning tools

If you prefer to learn at your own pace, we offer the following resources:

- User guides — provide an overview of your services, along with detailed information about your services
- Quick reference guides — offer you at-a-glance information about specific tasks related to your services
- Online demo tool — allows you to become familiar with and practice navigating our online banking portal

Training with your implementation consultant

Your implementation consultant can provide additional training options, as needed, and will supplement online learning solutions so you receive full training support.

Post-implementation training

After your implementation is complete, you can call or email our CC4B Service Office who can help you and your staff with questions about your new banking services. CC4B Service Office representatives are available Monday through Friday from 4:00 a.m. to 7:00 p.m. Pacific Time and Saturday from 6:00 a.m. to 12:30 p.m. Pacific Time.

The CC4B Service Office has a centralized structure with a presence in all time zones. It's our goal to answer your call within 30 seconds; we resolve most questions on the first call.* We hold the same high standards across our organization; all client service officers follow the same policies and procedures.

Our Treasury Management Client Delivery teams, along with other customer support teams, are the recipients of many prestigious awards and accolades judged by industry professionals.

*Automatic Virtual Contact Center (VCC) system calculation based on total queue (wait time for both answered and abandoned calls), divided by calls answered.

4. Will the City be allotted a fixed number of hours and training?

No. Training hours are not counted. Your assigned implementation consultant will ensure that the City is comfortable with using services before transitioning support to our CC4B Service Office.

E. New services and ideas

1. Describe any new services or ideas that will enhance the City's utilization of financial institution services described.

We put our customers at the center of every decision we make. We keep these key points in mind as we enhance our services:

- Focus on the customer
- Stay current with technology
- Keep things simple
- Make services easy to implement
- Help customers keep pace globally

Through ongoing conversations, we hear what customers want from their treasury services — and how they want to use and access them.

Sweep accounts

Sweep accounts provide you with an automated solution for optimizing funds and earning interest on balances invested overnight. Because investments are either overnight or short-term, the City has daily access to your money.

We also offer a credit sweep service that allows you to use bank account balances to pay down a line of credit. You can use the line of credit to fund a bank account that has fallen below a target balance amount. You can also choose to tie an investment sweep to the credit sweep account structure.

Once you determine a target amount (which you can set to zero), we sweep excess collected balances over the target amount from your checking account to an investment. Alternately, we sweep excess collected balances over the target amount to pay down a line of credit, depending on your cash flow needs.

Benefits	
Automated investment of funds	By sweeping automatically each night, our service eliminates the need for costly and time-consuming manual funds movement to and from investment accounts.
Accuracy of funds transfer	Sweep transfers occur after all the day's debits and credits post to your account. Transferring funds after debits and credits post helps ensure that the sweep won't accidently overdraw your account.
Consolidated reporting	You receive a monthly statement that includes information on your balances and the interest or dividends paid on your investment. Our confirmations provide you with sweep transaction activity and daily rates. You can monitor your sweep activity online using our information reporting service. We can also deliver your statements and notifications electronically.

Money Market Mutual Fund Sweep

Our Money Market Mutual Fund* automatically sweeps excess collected balances into one of our Allspring Money Market Mutual Funds:

- Government Money Market Fund
- Treasury Plus Money Market Fund

*** Not FDIC insured, no bank guarantee, and may lose value.**

Because funds stay invested until you need them, you can generate earnings without sacrificing access to your cash.

If your checking account balance is above your target balance at the end of the day, we automatically sweep the excess balance from your account into an FDIC-insured omnibus account* at the bank. At the beginning of the next business day, we transfer the funds to the money market mutual fund custodian. The custodian invests funds in a non-FDIC insured, non-bank guaranteed money market mutual fund.†

* Funds transferred to the omnibus account are eligible for FDIC insurance up to the allowable limit. Additionally, government deposits remain collateralized in accordance with state or federal law. We hold funds in the City's name until released for investment the following business day.

† This statement is just a summary. For complete information, please see the Wells Fargo Stagecoach Sweep Service Description and the current prospectus for the Allspring Funds ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL. Your investment in a money market mutual fund will be pooled with funds belonging to other investors in an omnibus investment account in the name of Wells Fargo as agent on behalf of all its customers invested in the money market mutual fund. An investment in a money market mutual fund is not insured by the FDIC or any other government agency. Although the mutual funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo and may lose value. For more information regarding the money market mutual fund investment sweep option, obtain a current prospectus for the money market mutual fund by visiting allspringglobal.com, by calling 1-800-260-5969, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This information can be found in a current prospectus.

Rate report

Money Market Fund Rate Report - Allspring Global Investments

Stagecoach Sweep as of 6-22-22

Fund	Daily factor	1-day (%)	7-day current (%)	7-day current pre-waiver (%)	7-day effective (%)
Government Money Market Fund - Select	0.000034253	1.25	1.24	1.20	1.25
Government Money Market Fund - I	0.000032613	1.19	1.18	1.16	1.19
Government Money Market Fund - Admin	0.000028786	1.05	1.04	1.04	1.05
Treasury Plus Money Market Fund - I	0.000033914	1.24	1.23	1.21	1.24
Treasury Plus Money Market Fund - Svc	0.000027064	0.99	0.98	0.92	0.99
Treasury Plus Money Market Fund - A	0.000022954	0.84	0.83	0.82	0.83
100% Treasury Money Market Fund - Svc	0.000015614	0.57	0.54	0.52	0.54

Remote cash capture (smart safe)

The remote cash capture process through our SafeVantage service provides daily provisional credits to your bank accounts. The smart safe holds your deposit until your armored courier picks it up. The service can help the City accelerate cash flow by one to two days.

The deposit procedures increase employee efficiency and productivity, improve deposit accuracy, and improve employee safety.

How it works

To implement our remote cash capture solution, the City will choose an armored courier (Brinks, Garda, or Loomis) to install bill validating and counterfeit detecting safes in your locations. Your employees will simply insert currency into the bill validators. The safe counts the cash, examines the bills, and rejects any bills suspected of being counterfeit. It also tracks deposits by employee PIN.

The smart safe prepares your deposits and then reports them to Wells Fargo. You receive provisional credit for the cash in the safe before it physically reaches the bank.

The safe holds your cash until your armored courier picks it up for delivery to the courier's cash vault. The courier also brings the coin and currency you ordered to your safe.* Depending on your safe's capacity and cash volume, you may be able to reduce the number of courier pick-ups that you need per week.

* Smart safes do not dispense coin or currency.

In addition to currency deposits, the remote cash capture safe handles:

- Manual deposits — used for unfit and rejected bills as well as occasional checks or travelers' checks
- Change order deposits — used to allocate a deposit to offset the debit charge for a change order made, which simplifies your reconciliation process

Reporting

You can access transaction information either directly from the safe or through the armored courier's online portal.

You can program your safe to print deposit reports in amounts by employee, shift, and day. Reports identify each type of deposit — currency and manual — by a different description on your reporting services, which helps simplify reconciliation.

Deposit cutoff times

The City receives provisional credit for check and cash deposits that you make in the safe's manual drop slot. The service level determines the (local) cutoff time, as noted in the following table.

Service level	Cutoff time (local time)	Provisional credit received*
Standard	4:00 a.m.	Next business day at end of day
Premium intraday†	4:00 a.m.	Next business day by 8:00 a.m.

* At implementation, we can discuss questions you may have about receipt of provisional credit.

† Premium intraday is available to customers who contract with Loomis. Additional fees apply.

Advantages

Our remote cash capture solution offers many potential benefits to the City.

Increased staff efficiency

Because the safe counts cash, your employees can focus on customer and business needs. They'll spend less time handling cash, preparing deposits, and making trips to the bank.

Improved safety and fraud prevention

Criminals may target operations where cash is unsecured. Remote cash capture:

- Reduces the risk of losses for cash in transit
- Reduces the risk of fraud because a point-of-sale system tracks funds — the totals shown on the system should equal the amount deposited
- Provides an audit trail with the reporting of deposit data by location and employee

Expedited credit

You receive provisional credit and faster access to working capital without being dependent upon a daily armored courier pickup.

Easy reconciliation

All transactions flow through our regular information reporting channels, including direct BAI file transfer and our online reporting service. Several reports provide detailed information about your deposits and your coin and currency orders.

Lower transportation and supply costs

Because we credit deposits to your account through an electronic data transmission from the safe, the City can reduce the number of armored car pickups and trips to the bank. Our remote cash capture service also reduces your need for deposit bags and tickets.

Flexibility

You can choose from a variety of safe models to meet the size requirements of your locations and suit your business processes.

Wells Fargo Merchant Services

The City wants to offer your consumers the latest, most efficient payment methods in a cost-effective manner. To achieve your goals, you need to work with an electronic payments provider that understands your business model.

Serving 105,000 customers in the U.S., Wells Fargo Merchant Services has experience working with organizations of all sizes in a variety of sectors. As of January 2022, we supported 9.3 billion annual credit and debit transactions and $738 billion in total sales volume.* We're the second largest eCommerce (card-not-present) merchant acquirer in the country.† A number of prominent fintech companies choose to process transactions with us.*

* Information based on internal reporting.

† The Nilson Report, March 2022.

Industries and sectors		
Government	Restaurants	Technology and telecoms
Higher education	Hospitality	Media
Healthcare	Business-to-business	Energy and utilities
Nonprofit	Payment facilitators	Commercial real estate
Retail	Financial services	

Our team draws on this depth and breadth of experience to support you with strategies designed to help you control cost, manage risk, and offer consumers convenient payment options.

Manage working capital

Manage cash flow effectively by accessing your funds faster. You can receive funds as soon as the next business day to your Wells Fargo commercial account.*

Funding as soon as the next business day*

* When depositing into a Wells Fargo commercial account. Please refer to the Merchant Services Terms and Conditions and Operating Rules for additional information.

You may settle your Merchant Services funds to an account at the financial institution of your preference. When you use a Wells Fargo account for settlement or other Merchant Services purposes, you must use a Wells Fargo business deposit account. We settle by ACH to other institutions, and projected funding may vary. The actual time could be longer than two days, depending on the financial institution's status with the Federal Reserve.

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

Merchant Services are provided by Wells Fargo Merchant Services L.L.C. and Wells Fargo Bank, N.A. Merchant Services are not deposit products. Wells Fargo Merchant Services L.L.C. does not offer deposit products, and its services are not guaranteed or insured by the FDIC or any other governmental agency. Merchant Services are subject to application, credit review of the business and its owners, and approval.

Help control cost

Card processing costs are complex and impacted by many variables. Interchange can be affected by merchant category codes (MCCs), file transmission times, availability of transaction data, and transaction security. A payment environment that includes inefficiencies, such as redundant systems and outdated solutions, can also impact overall costs. We can help you manage costs by suggesting processes you can implement to help optimize interchange clearing and streamline your payment environment.

Identify ways to help reduce risk

Meeting Payment Card Industry Data Security Standard (PCI DSS) requirements can be complex and costly. Our teams work to understand your PCI scope and educate you about steps you can take to achieve and maintain PCI compliance. To help you transact securely, our solutions support security protocols, such as encryption and tokenization.

Anticipate consumer needs

Consumer payment options continue to multiply; we can help you understand these changes and provide guidance to help make effective use of solution technology. Whether the City requires online or in-person payments, we can support you with payment gateways, electronic bill presentment and payment solutions, point-of-sale and mobile technologies, and fraud management tools.*

* Additional fees apply for these services.

If you choose to use your own or a third-party solution, we can typically support you with core processing. Our processor's system is compatible with thousands of ISVs (independent software vendors). The majority of third-party gateways and point-of-sale systems are certified to the processing platforms we use.*

* Your eReceivables consultant, Todd Reed, can provide additional information.

To help you reconcile and track transactions, we also offer detailed reporting and convenient dispute management tools, at no additional cost.

Get support

Our customer service model is designed to provide the City with consistent support based on a solid understanding of your organization and industry.

An implementation project manager will help guide you through your transition. Our customer service center will be your day-to-day point-of-contact for merchant services. They can also provide resources to help you address PCI DSS compliance concerns, regulatory requirements, consumer payment preferences, and technology changes. Your eReceivables consultant, Todd Reed, can provide guidance as your payment acceptance requirements evolve.

Our treasury management and commercial banking teams work in coordination with our merchant services team. Your treasury management sales consultant, Gurleen Pannu, and relationship manager, Jamie O'Connell, will also offer insights to create a comprehensive receivables strategy.

Market rate competitive pricing

The payment networks govern and periodically update interchange and assessments; however, the interchange and assessments are only one pricing component for merchant services.

We provide competitive pricing based on a number of other factors, including the following:

- Sales volume
- Average transaction amount
- Number of locations
- Processing needs
- Card acceptance environment
- Connectivity method

Clover Go

Card reader paired to your mobile device

With Clover Go, you can use your mobile phone or tablet to accept payments wherever you do business. You download an app to your iOS or Android device. Then, with the use of one card reader, cardholders can dip or tap to pay. The card reader, which connects using Bluetooth, is EMV chip card enabled. The service can capture signatures for card transactions. In addition, you can record cash and check transactions for reporting purposes.

You connect using your device's cellular data plan or Wi-Fi supported with a wireless router or hotspot.

Security and fraud protection tools

With all devices, encryption and tokenization help protect card data, while EMV chip card technology helps prevent in-person fraudulent transactions.

To help potentially reduce your PCI compliance scope, you can configure the Clover Station Solo, Clover Station Duo, Clover Mini, and Clover Flex devices to provide point-to-point encryption (P2PE) and PCI P2PE-certification at no additional cost.*

* Because Clover Go uses a Bluetooth card reader linked to your own mobile device, the solution cannot be PCI P2PE-certified and you cannot accept PIN-debit transactions.

Customize the service with the apps you need

The Clover App Marketplace offers more than 500 apps and is continually growing*. This helps you customize the software to meet your business needs. You can tailor the service to include apps for managing inventory, employee scheduling and time cards, menus, sales tax management, and more.

* Additional fees apply for usage of Clover apps from the Clover App Market. Please refer to the Clover App Market terms and conditions for details.

Accept a variety of payment types

You can potentially help increase sales and customer satisfaction by accepting a variety of payment types, including:

- Credit and signature-debit transactions
- PIN-debit transactions[1,2]
- EBT cash benefit cards[2]
- Gift cards[2,3]
- Mobile payments — Apple Pay, Google Pay, and Samsung Pay[2,4]
- Checks[3]

1. PIN-debit transactions are available with the Clover Station Duo, Clover Mini, and Clover Flex devices.
2. Not available with Clover Station Solo and Clover Go.
3. Not available with Clover Go.
4. Mobile payment products are trademarked by their respective owners.

Apple, the Apple logo, Apple Pay, Apple Watch, Face ID, iPad, iPad Pro, iPhone, iTunes, Mac, Safari, and Touch ID are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Wallet is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

Android, Chrome, Google Pay, Google Pixel, Google Play, Wear OS by Google, and the Google Logo are trademarks of Google LLC.

Samsung, Samsung Pay, Galaxy S (and other device names) and Samsung Knox are trademarks or registered trademarks of Samsung Electronics Co., Ltd.

Receive fast funds availability

If you deposit into a Wells Fargo commercial account[1] for settlement, you will typically receive funds as soon as the next business day[2] for Visa, Mastercard, and Discover Network transactions received before the established cutoff time of 11:00 p.m. Pacific Time.

If you settle transactions for these cards to another financial institution, your funds are typically available in two business days.[3]

Funds availability for American Express transactions depends on the City's contractual arrangements with the card issuer.

1. Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

   Merchant services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. Merchant services are not deposit products. Wells Fargo Merchant Services, L.L.C. does not offer deposit products and its services are not guaranteed or insured by the FDIC or any other governmental agency.

2. Please refer to the Merchant Services Terms and Conditions and Operating Rules or Program Guide for additional information.
3. For ACH deposits, projected funding may vary. The actual time could be longer depending on the financial institution's status with the Federal Reserve.

Electronic lockbox

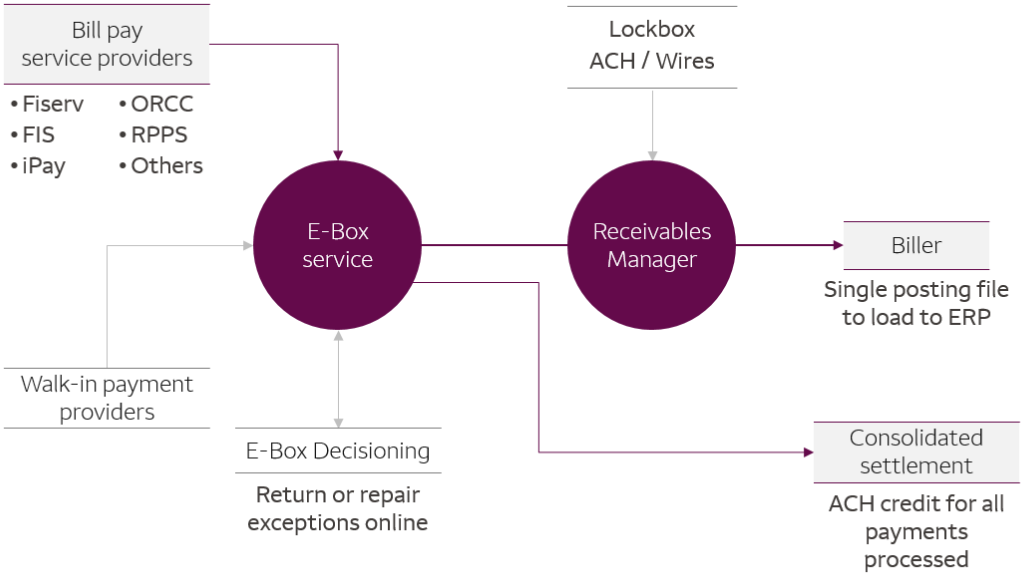
Online bill payments provide a convenient, simple, and paperless way for your customers to pay you. However, many bill payments initially submitted online can still end up as mailed paper checks by bill service providers. These check payments create exceptions and often have incomplete or inaccurate remittance details, which can result in processing delays for you.

With our E-Box service, you can increase your straight-through processing rate of receivables and minimize your staff's time spent handling exceptions — so that you achieve your goal to simplify bill payments. Our E-Box service repairs exceptions and merges all your customers' online bill payments into a consolidated electronic remittance file. You use the file to automatically update your AR system and apply credits to your customers' accounts. Our service accepts payments from all major bill service providers and walk-in bill payment providers.

- Convenient
- Simple
- Paperless

How it works

When you sign up, we notify the bill service providers in our network that you can receive payments through our E-Box service. The following graphic shows the flow of a bill payment through the various channels using our E-Box and Receivables Manager services.



The City receives a single ACH credit to your deposit account.

Automated payment validation

To improve the quality and standardization of the remittance file you receive, you can instruct us to use one or more validation routines to identify, filter, and repair invalid payments or other exceptions. We suspend payments that include errors or exceptions. You have the option to review the suspended payments online and decide what to do with them. You can also instruct us to reject and return payments that don't meet your validation routines to the originator.

The following table provides descriptions of the validation routines the City can choose from.

Validation routine	Description
Account mask	Confirms that the inbound account number matches your billing account number structure
Check digit*	Uses a mathematical equation to determine if an account number is valid
Cross-reference database processing	Translates consumer-initiated account numbers we receive and corrects the account number prior to validation and processing (This database can correct inaccurate account information your customers enter and can make account number changes that may occur due to a merger, acquisition, or system change.)
Positive file processing	Compares inbound account numbers to a file of valid account numbers you provide
Stop file processing	Compares inbound account numbers to a file of unacceptable accounts you provide

* Applies to credit card billers.

Online payment management and research

Manage payments

With our E-Box service, you can perform the following functions online:*

- View exception payments
- Initiate returns on exception and processed payments
- Update processed payments requiring account number changes for future processing
- Make decisions about exception transactions, including repairing payments with invalid account numbers
- Update your cross-reference database with valid account numbers and generate NOCs to payment originators

Dual control

For added security, a second person can review and approve all changes initiated by another user.

* The functions you can perform depend on the features you select during implementation.

Research

The City can view and research processed payments and access information for reporting and trend analysis.

Payment history

You can locate transactions using the search criteria in the following table.

Account number	**Consumer name or account number**
Amount	**Processed date**
Biller ID	**Trace number**

You can access all successfully processed payments for the previous 180 days. You can view and print full record-level data in HTML and PDF formats, and you can export data for manipulation and analysis in XLS and CSV formats.

Reporting

Our Return and Repair report provides a detailed, payment-level audit of all user activity performed during the past 180 calendar days. You can tailor it to show only payments that meet your search criteria.

You can view and print activity in HTML and PDF formats, or export in CSV and XML formats.

Virtual lockbox

Our virtual lockbox service integrates payments that arrive at your location with those we receive in your lockbox.

Using an approved scanner, you'll scan and submit payments that arrive at your location and we'll integrate them with those we receive in your lockbox.

You'll receive same-day ledger credit for payments we receive prior to your submission deadline, which you will establish during the implementation process. We process transactions we receive after your deadline (including any items we process during the weekend or on a holiday) in the following business day's work.

Your lockbox reports and transmissions will include payments you submit using the virtual lockbox service. Images are available for viewing through the same image channel you use for your lockbox.

Data entry capabilities

Each payment you submit undergoes the same lockbox processing currently in use, including data entry, deposit windows, and special instructions.

Remittance document imaging

You can scan checks, invoices, coupons, envelopes, and correspondence (up to 8½" x 11" in size). We store all check and remittance document images — regardless of source — in a convenient, searchable electronic archive.

Remittance file integration

We combine the payments we receive into your lockbox with those you submit to us using our virtual lockbox service and provide you a single electronic transmission of your remittance detail. The file is in the same format as your current transmission file.

How virtual lockbox works

E-Bill Express

Our electronic bill presentment and payment service* is designed to provide secure and convenient options for your customers to view and pay their bills.

A turnkey solution that works with your existing systems and doesn't require webpage development or extensive support from your information technology resources.

It may help you reduce:

- Collection time
- Manual exception processing
- Days' sales outstanding
- Receivables processing costs

Convenient email and mobile wallet notifications remind your enrolled customers that payments are due. Additionally, the service may help lower your print and mail costs because fewer customers may require paper bills.

* Standard bill presentment and payment fees apply. Additional fees may apply for optional services.

The service, which hosts the bill payment webpages, is designed to be cost-effective, easy to implement, and branded to your identity.

Flexible bill presentment and payment options

At implementation, you choose the configuration options that are most efficient for your organization and designed to meet your customers' expectations. This may increase the likelihood that your customers will choose to view and pay their bills electronically.

Decide how much information your customers see

You can provide your customers with detail or summary bill presentment in HTML format or you can provide PDF bill presentment.

The payment page displays:

- A list of open bills
- Amount due
- Due date
- Invoice number
- Other optional fields, for example, a purchase order number or invoice line item details

Detail presentment

We offer more than 50 billing information fields, including several fields that you can customize. The fields include line item details about items ordered and shipped, unit price, and the previous balance that is past due.

Biller information fields	
• Invoice number • Invoice date • Minimum amount due • Due date	• Previous balance • Current balance • Total amount due

Summary presentment

With the summary presentment option, you can provide high-level billing information such as the information fields listed in the following table. In addition to the standard fields, there are several customizable fields.

PDF presentment

If you'd like your customers to view an exact replica of your invoice, the service can present the invoice in PDF format. We offer several options for providing invoices in PDF format. We will discuss the options with you during implementation.*

* Additional fees may apply based on your choice of PDF storage options.

Sending us your data

You can use batch files or an API to provide your billing data.

Batch files

You can submit your bill files in comma-separated values (CSV) format using one of our secure internet transmission protocols or through the service's administrative portal.

If we receive your bill files by 8:00 p.m. Pacific Time, your customers can view their billing information the next business day.

API

You can provide your billing data in real time through an API that uses:

- Representational State Transfer (REST) for communication
- JavaScript Object Notation (JSON) messaging format
- Auth 2.0 authorization protocol

Your customers can view their billing information immediately, 24 hours a day, 7 days a week, depending on the City's internal system configuration.

Notifications help encourage prompt payments

When your customers enroll for electronic bill presentment and payment, they'll receive notifications that remind them to view and pay their bills. Notifications are available by email, text, or through your customer's mobile wallet.

Email notification

We offer the following types of email notifications for enrolled users:

- Ready-to-view bills
- Scheduled payments
- Processed payments, including confirmation number
- Expiring credit cards
- Upcoming bill date
- Past due bills

The email includes a link to the sign on screen. Once the customer signs on, they can view billing information.

Choose the payment channels available to your customers

Online

Your customers will access our service through a link on your website, or by bookmarking our online presentment and payment URL. We host the website and it's branded with your logo.

When customers access the website, they can select one of three languages: English, Spanish, or French. This may increase customer engagement and reduce the number of calls to your customer service representatives.

Telephone payments made through your customer service representatives

Your customer service representatives can accept payments over the phone and process them through the administrative portal of the bill presentment and payment service.

Accept payments from enrolled users and one-time payers

You can choose to accept payments from customers enrolled in the online service and those making one-time online payments.

Enrolled users

Enrolled users can save payment methods, set up recurring or future-dated payments, and view their online payment history.

One-time payments

Customers can make one-time online payments, including future-dated payments, but they cannot save their payment methods or setup recurring payments. These customers won't have access to online payment history.

Accept multiple payment types

With our electronic bill presentment and payment service, you can accept:

- eCheck payments
- Major credit cards (Visa, Mastercard, Discover, or American Express)
- Debit cards (with the Visa or Mastercard logo)
- Corporate and purchasing cards (Level III data supported)

Keep card information up to date

Maintaining updated card information for electronic bill presentment and payment users can help increase customer satisfaction and potentially minimize declined transactions. However, even if prompted by email, the customer may not update their card expiration date or card number.

You can take advantage of our Account Updater service*, which automatically updates information for Visa and Mastercard cards. Once per month, the service updates information for cards used within predetermined number of days in the past, or cards that are expiring within a predetermined number of days in the future.

* Additional fees apply for the Account Updater service.

Receive funds as soon as the next business day

Funds for payments processed before the cutoff time are typically available in your Wells Fargo commercial account[1] as soon as the next business day.[2,3] You can choose a cutoff time of 5:00 p.m., 3:00 p.m., or 2:00 p.m. Pacific Time.[4]

1. You can settle your merchant services funds to an account at the financial institution of your preference. When you use a Wells Fargo account for settlement or other merchant services purposes, you must use a Wells Fargo commercial account.

   Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

   Merchant services are provided by Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. Merchant services are not deposit products. Wells Fargo Merchant Services, L.L.C. does not offer deposit products and its services are not guaranteed or insured by the FDIC or any other governmental agency.
2. Please refer to the Merchant Services Terms and Conditions and Operating Rules for additional information related to card transactions.
3. Visa, Mastercard, and Discover card transactions and eCheck only. American Express card transactions settle in one to three business days depending on the City' contract with American Express.
4. You choose the cutoff time when we implement your service.

Online reports and search capability

Reports

Through the administrative portal, you can access a variety of reports, including:

- User reports that provide information about your customers' payment activity, status, and enrollment
- Financial reports that provide information about deposits and payment batches
- Bill payment and management reports that show payments, recurring payments, suspended payments, and stops
- File management reports that show the status of your billing files

Online reports are available 24 hours a day.* You can download reports in CSV, Excel, and PDF formats. In addition, you can customize the columns and filters for further analysis.

You have access to 12 months of payment and invoice history as a standard part of the service. However, you can request that we set you up for extended history of up to seven years.†

* Availability exclusive of unplanned outages.

† There is an additional monthly fee for extended history.

Search capabilities

To assist with customer inquiries, the City's customer service representatives can search and query by date range, customer ID, payment amount range, and invoice number.

Streamline receivables posting

You will receive all of the information you need to post and reconcile payments, including:

- Your internal customer reference number, for example a customer or account number
- Payer's name
- Invoice number
- Amount paid per invoice number
- Fee amount (if applicable)
- Total amount paid, includes multiple invoices and fee amounts (if applicable)
- Payment method and channel

In the following paragraphs, we describe the options you can choose for receiving this information.

Receive a daily accounts receivable file

To streamline receivables posting and reconciliation, you receive a daily* AR file that automatically uploads to your ERP or financial system. The file, which includes remittance information for all payment types, provides details of your electronic bill payment activity for eCheck payments and returned items and credit and debit card payments.

The AR file is available in a fixed-width flat file or in a pipe-delimited flat file. If you need a customized file to integrate with your system, you can use our consolidated receivables service.

You will receive this file by secure file transmission. As an alternative, you can download it in CSV format through the online administrative portal of our bill presentment and payment service. Your AR file is available four hours after your daily cutoff time.

* Excludes federal holidays and weekends.

Memo post payments with real-time payment notification*†

Using an API, you can receive real-time payment data that your representatives can use to help provide a better customer service experience for your payers.

Our system sends the data to a URL that you provide, letting you automatically memo post payments to your receivables system. The real-time data includes the same information you will receive in the daily AR file.

* Payments can be cancelled up to 15 minutes before your daily cutoff time. Therefore, we recommend that you use the real-time data only to memo post payments and use the daily AR file for final posting and reconcilement.

† Additional fees apply.

Consolidated receivables (Receivables Manager)

With our consolidated receivables service, you can **post payments automatically** to your ERP platform or AR system when you **receive an electronic receivables file** from us. This consolidated file helps accelerate cash application while reducing the number of errors caused by manual data entry.

Your file can contain receivables data from any combination of the payment sources listed in the following table.

Payment types for online origination	
• ACH • Electronic billing service • Foreign currency wires • Image cash letter • International letters of credit • Lockbox	• Online bill payments • Real-time payments • Remote deposit • Wells Fargo Payment Gateway • Wires

How it works

We translate your receivables data and deliver it to you in a format compatible with your ERP platform or AR system. **Our service is compatible with most accounting and ERP solutions**, including Oracle and SAP. We can also accommodate many custom and proprietary file formats.

Your customers can forward their emailed remittance details sent separately from their ACH and wire payments to Wells Fargo; the remittance details can be automatically matched to payments as they're received. If we can't match payments to the remittance automatically, we will flag exceptions in our online banking portal. You can then manually match payments to remittance details based on system suggestions. Finally, we can transmit all transactions with remittance data to you for automated upload to your ERP system.

Flexible file options

Delivery

We deliver an electronic receivables file to you by transmission.

Our transmission platform offers a variety of communication protocols including:

- SFTP
- FTPS
- HTTPS
- AS2

The following tables describe the formats we support.

Formats

Standard formats	Using a standard format can minimize your implementation cost and time, and you can choose a different format for each payment type.
Flat file formats	We offer two flat file formats — the universal and simplified formats. The universal format contains comprehensive EDI detail for ACH payments you receive. The simplified format contains data available in STP 820, which is also a simplified EDI format for received ACH payments.
ISO 20022 XML	When you receive your information in this format, it streamlines the City's integration and reconciliation process because you are receiving the same information from all banks that use the ISO 20022 XML format.
Custom formats	If you cannot work with one of our ERP-specific formats, we can develop a custom format for you.*

* Additional fees may apply.

Formats	
ANSI X12 820 (Payment Order or Remittance Advice)	Proprietary and custom formats (by request)
ANSI X12 823 (Lockbox)	Wells Fargo standard file format
BAI 80/300 (Lockbox)	Wells Fargo flat file formats
ISO 20022 XML format	• Simplified
Modified Nacha	• Universal

File availability

We process your files Monday through Friday (excluding holidays). Because some payment types have multiple processing runs and available release times, you can choose to receive more than one file each day.

Choose one or more of the following release times for each file you request. Your file will be available within one hour* of the time or times you select.

Release times (PT)			
4:00 a.m.*	9:00 a.m.	1:00 p.m.	5:30 p.m.
5:00 a.m.*	10:00 a.m.	2:00 p.m.	10:00 p.m.*
6:00 a.m.*	11:00 a.m.	3:00 p.m.	
7:00 a.m.	11:30 a.m.	4:00 p.m.	

* Certain times may take longer than one hour.

Consolidated receivables through our online banking portal

Advice matching

Advice matching offers the ability to match payments to remittance advices, which are sent separately from the payments. These separate advices are typically sent by the payer through email. Our service automatically matches payments to existing payer profiles. We can automatically generate a new payer profile for payments that don't have an existing profile. You can maintain payer profiles through our online banking portal.

Remittance repair

ACH and wire repair correct improperly formatted remittance data sent within an ACH or wire payment. We automatically repair remittance data based on your business rules. If we are unable to repair the data, the payment is available to you through our online banking portal as an exception for you to manually decision.

Automate more of your AR processing and **manage exceptions** through our online banking portal.

Decisioning

The City can perform a return or repair for payment transactions through our online banking portal.

Commercial card

One card, one workflow

Help maximize convenience, efficiency, and control with one card and one platform that handles your employee spending, travel, general procurement, AP disbursements, and more. When you consolidate expenses into one program, the City gains access to comprehensive information for smart decision making. You have the potential to realize significant savings in time, transaction-processing costs, and internal resources required to support the program. A single-card platform integrates multiple processes and creates a solid foundation for future growth.

Additionally, you will gain an ally with more than 28 years of experience in the card industry and knowledge to help make your program successful.

Accepted almost everywhere

We issue both Visa and Mastercard, with both platforms boasting millions of global acceptance locations.*† This coverage means your employees can make purchases almost everywhere cards are accepted. We will help you determine which issuer best meets your needs.

* Visa. 2021. " Visa Annual Report 2021." Visa > Investor Relations > Annual Reports & Meeting.

† Mastercard. November 10, 2021. "Mastercard Investment Community Meeting." Mastercard > Investor Relations > Events and Presentations.

Corporate liability: A best practice

Organizations typically choose a corporate liability program because it's designed to:

- Increase visibility of spending across the entire organization
- Decrease costs, losses, and risk
- Eliminate individual liability and unnecessary burdens on employees

Corporate liability also means that your earned revenue share doesn't depend on cardholder reconcilement — giving you the potential to earn more.

Online program management

For low IT burden and flexibility, manage your program through our expense management service, which offers self-administration functionality and customizable components. There is no need to install hardware or software on your system. Our service provides:

- Intuitive coding of common expenses
- Real-time online card management
- Comprehensive standard, custom, and ad hoc reports
- Customizable transaction fields
- Secure multi-level approvals

You can upload expense data from the application to most ERP and treasury workstation platforms, which eliminates any manual data entry to your general ledger.

Your employees can use our expense management service to:

- Review and approve transactions
- View and upload receipts
- Input cash expenses
- Reclassify line items to multiple cost centers

Handle tasks on the go

Employees can manage their expenses when away from their desks using our end-to-end mobile service.* Cardholders and approvers can complete almost all of their card-related activities using their mobile devices. For example, they can snap receipt images at the time of purchase, manage charges and expenses, approve transactions, and view available credit and declines.

To help keep accounts secure, cardholders can receive text alerts† when transactions are complete or when nearing their card limit. They can set notifications by dollar threshold.

* Functionality for our WellsOne Expense Manager mobile application requires a WellsOne Commercial Card, use of our WellsOne Expense Manager service, and access to the CEO portal. Download the latest version of the application for your device from the Apple App Store or Google Play store.

† Your mobile device's coverage area can affect availability. Your mobile carrier's message and data rates may apply.

Digital business-to-business payments

Don't miss the potential time and cost savings of digital payments. With our Virtual Card Payments service, you can pay suppliers using unique virtual card numbers. Initiate a payment through our online application or by API file transmission. We produce a unique virtual card number and send it, along with transaction details, to your supplier in a secure email. Use an electronic transaction detail file to close transactions within your accounting system. For added control and ease of reconciliation, you can additionally limit payments to an exact dollar amount or make the payment available for a limited time.

Help make it easier for suppliers to accept your payments

With our Straight Through Processing* solution, you can make it easier for your suppliers to do business with you. Suppliers can arrange to receive your card payments in their bank accounts instead of processing the payments themselves.

* We offer our Straight Through Processing solution as part of a relationship with Mastercard, and in conjunction with our WellsOne Virtual Card Payments service. Additional fees and restrictions apply.

One file for all payments

To help simplify your payables process even further, send us an electronic payment file directly from your treasury workstation, ERP, or AP system. You can consolidate multiple payment types — check, ACH, wire transfer, and virtual card transactions — in a single file. Upon receipt of the file, we separate payments by type, process them accordingly, and send human-readable remittance information to the payee.

We help onboard your suppliers

Our experienced Supplier Analysis and Onboarding team can help strengthen your supplier trading partner relationships through a single program that covers both commercial card and ACH payments. We use proprietary analysis tools to analyze your supplier base and then create a customized strategy and targeted outreach campaign specific to your needs.

Help protect yourself from fraud

It's important to have the best fraud protection for your cardholders and accounts. We use proprietary fraud mitigation technology, customized transaction monitoring, and convenient reconciliation tools to help keep your cardholders and accounts safe.

Enhanced fraud alerts are just one of the capabilities we use to fight fraud. We send your cardholders alerts by email or text* when we identify a suspicious purchase. They can confirm whether or not the transaction is fraudulent by simply responding to our email or text. Their responses help us detect and prevent fraud almost instantly.

* Your mobile device's coverage area can affect availability. Your mobile carrier's message and data rates may apply.

Additionally, our commercial cards adhere to the rigorous security protections of the Visa and Mastercard networks.

Full implementation support

We approach implementation as a partnership. We commit our full-time resources and experienced members of our commercial card team to guide the design, installation, and rollout of your program.

Liability protection through Visa and Mastercard

Each commercial card program is eligible for a liability waiver offered through Visa and Mastercard up to $100,000. This waiver can help protect your organization from certain employee misuse or other unauthorized charges.

Dedicated account manager

We assign a dedicated account manager to new card programs to provide ongoing guidance and support. Your account manager meets with you regularly to track program statistics and measure them against your key goals. In addition to this benchmarking, your account manager updates you on industry developments and best practices that promote card use.

Around the clock support

We have two commercial card service centers within the U.S. dedicated exclusively to serving our commercial card customers. Our representatives assist with card maintenance services, such as reporting a card as lost or stolen and answering questions about cardholder transactions. The City can call our service team for support, 24 hours a day, seven days a week.

Virtual card payments

With our Virtual Card Payments service, the City can make payments to your suppliers using unique, virtual card numbers. When you initiate a payment file, we assign a unique virtual card number to that specific transaction. The City can specify the transaction amount and payment tolerances — percentages above or below the amount or both — that allow for variation in the actual transaction amount. Your recipient has a specified number of days to use the virtual card number. You can also initiate payments within our Virtual Card Payments service application instead of sending a transmission file. This option gives you the flexibility to make off-cycle payments when needed.

Our Virtual Card Payments service sends the unique virtual card number and transaction details to your recipient automatically by secure email. Your recipient processes your payments just like any other credit card payments. Alternatively, with our Straight Through Processing service, you can make it even easier for suppliers to do business with you. Suppliers can arrange to receive your card payments in their bank accounts instead of processing the payments themselves.*

* We offer our Straight Through Processing in conjunction with our WellsOne Virtual Card Payments service. Additional fees may apply.

The City can access all settled transactions through our expense management service. You also have the option of receiving an electronic remittance file to expedite the reconciliation of transactions in your system.

Help getting your suppliers on board

Our dedicated Supplier Analysis and Onboarding team helps analyze your supplier base and strategically targets them for card payment acceptance. Based on our findings, we strategize with you on payment methods and terms to offer each supplier. Then, we onboard your suppliers by explaining the benefits and helping them understand the value of digital payment acceptance.

On-demand payments

Our On Demand payments service uses API technology to connect your system to ours. When you initiate an API call, your system connects to our bank systems through secured credentials so that we can provide the virtual card numbers you want, when you need them. You use these virtual card numbers to facilitate individual payments to your recipients.

We send each virtual card number, along with transaction details, by secure email to your recipients or make the virtual card number available for delivery using an alternative process you choose. You don't need to wait long for batch processing; each transaction is almost instantaneous — helping improve processing efficiency.

Consolidated payables (Payment Manager)

Our consolidated payables service, Payment Manager, can help you **streamline** and **automate** your payment and remittance processes, help strengthen trading partnerships and drive working capital, and help improve operational efficiencies.

By reducing the use of paper documents and manual data entry, you can **minimize mistakes** and **increase efficiency**.

Payment types

In a single file, you can provide payment instructions and include all related remittance information. Your file can include multiple payment types; **we separate the payments by type** and process them accordingly.

Your file can include the following payment types:

- USD and CAD* paper checks
- U.S. ACH transactions in USD
- Global ACH transactions in foreign currencies
- USD wires
- Foreign currency wires
- Requests for transfer (SWIFT MT101 messages)
- Wells Fargo virtual card payments
- Disbursements with Zelle®†

* CAD paper checks are available only for off-us accounts. You must be the owner of the account.

† Zelle and Zelle-related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

Online services

Through our online banking portal, you can:

- Upload a payment file
- Perform additional approvals after sending the file
- Access acknowledgments and optional confirmations
- Generate reports on payment files
- Run an audit report on settings and user entitlements

Compatibility

Our service is compatible with the treasury workstations, ERP systems, and AP systems listed in the following table. We can also work with additional systems outside of this list.

Treasury workstations and ERP systems	
GTreasury	PeopleSoft
JD Edwards	SAP
Kyriba	SunGard
Lawson	Wall Street Systems
Microsoft Dynamics Great Plains	Yardi
Oracle*	

* If you use Oracle, you can use our software solution to manage data translation to the file.

Flexible file options

Delivery

Transmit your payment file using a variety of communication protocols (including multiple internet options) or upload it online.

Formats

Our service accepts:

- Standard Wells Fargo flat file (delimited or positional)
- Wells Fargo XML
- ANSI X12 820 version 4010
- Lawson AP 161
- Excel CSV
- SAP IDoc – Extended Payment Order (PEXR 2002)
- ISO 20022 (CGI common XML standard)
- Custom and proprietary formats

Our service accepts and acknowledges your file for initial processing, **24 hours a day, seven days a week**

Processing deadlines

Depending on the payment type you send, we process your file the same business day if we receive it by our cutoff time. For a file that arrives after our cutoff time, we process it on the next business day. If you require secondary approval, it must be completed by the applicable deadline for same-day processing. If a file includes multiple payment types, the earliest applicable deadline applies to the entire file.

Cutoff times (Pacific Time)

Payment type	File cutoff time
Checks	
Standard	7:00 p.m.
Same day[1]	9:00 a.m.
ACH	
On-us same-day settlement	5:30 p.m.
Transit same-day settlement	6:00 a.m., 10:00 a.m., and 12:00 p.m.
One-day settlement	5:30 p.m.
Two-day settlement	5:30 p.m.
Wires	
Fedwire	3:15 p.m.
SWIFT	2:30 p.m.
CHIPS	2:00 p.m.
Drawdown request	2:30 p.m.
Request for Funds Transfer (RFT)	2:30 p.m.
U.S. Federal tax payments	2:00 p.m.
Within Wells Fargo[2]	5:00 p.m.
Wells Fargo virtual card payments	Accepted when received
Zelle® payments[3]	Accepted when received

1. Subject to volume limitations and additional fees.
2. Transactions within Wells Fargo are moving funds from one Wells Fargo account to another. You can originate these from all origination channels to all of our available accounts.
3. For Zelle® payments with the check completion option, if an electronic payment fails to originate, transactions will change over to checks. Checks are mailed on the next business day.

Safety and security

Secondary approval

You can make optional secondary approvals for some — or all — of your payments after we receive your file. The system can hold an entire file of payments or an individual payment for an authorized user to approve or delete. We then generate the payments and send remittance information based on your instructions.

History

You can search for payment information, view standard reports, create custom reports, and schedule report reminders. Data is available for 90 calendar days after we receive your payment file.

Users with administrative authority have access to an audit report, which provides snapshots of setups and user entitlements. You can also view all changes made to setups and user entitlements within the last 90 calendar days.

Acknowledgments

We let you know by transmission, secure email, or both that your file has reached our system and undergone initial processing. You can choose from the following formats:

- XML
- ANSI X12 997 (standard EDI)
- ISO 20022
- Human-readable report

If you'd like delivery by both transmission and email, each can be in a different format. You can also view and download acknowledgments online.

Confirmations

You have the option to receive payment confirmations for wire transfers, virtual card, and ACH payments by transmission, secure email, or both. You can also view and download confirmations online. You can choose from the following formats:

- XML
- ANSI X12 824 (standard EDI)
- Excel CSV
- ISO 20022
- Human-readable report

2. Please provide any additional information that your financial institution believes to be pertinent, but not specifically requested elsewhere in the RFP.

We're in one of the most exciting times in our history, with rapid technological advancements leading the progress in so many areas that touch our daily lives. That's why we've invested heavily in innovation and strengthening our digital foundation while reducing risk and transforming our business to meet evolving customer needs.

Our approach to innovation

We focus on ideas that make banking faster, easier, and safer. We start with the solution — how we can leverage a new capability to make customers' lives easier. We don't implement technology just for technology's sake. With that mindset, we're explore emerging technologies such as distributed ledger technology and predictive personalization. We think creatively to understand how it can help us deliver transformative customer experiences. For example, we're using artificial intelligence to help simplify processes for both our employees and customers.

Innovation also includes thinking beyond our walls. The future of banking relies on investing in critical partnerships such as those with fintechs. Leveraging the data and scale of Wells Fargo with the nimbleness and precision of fintechs and technology firms can help create results that are better than the sum of its parts.

People to drive change

We have a dedicated group serving as the catalyst for transformational change across Wells Fargo. This group focuses on fostering the growth of big ideas that influence business models, processes, and programs throughout our organization. With this structure in place, we are better positioned to manage our digital foundation and transform our business models to meet evolving customer needs and grow.

Our priorities include:

- Delivering better customer experiences faster
- Enhancing our end-to-end mobile experience
- Advancing the use of APIs to personalize customer experiences

Mobile first

As the pandemic has proven, we've reached the tipping point for the way customers manage their money, with digital adoption growing at an unprecedented rate. And if you're like many others, you live on your smartphone — you accomplish every task and plan your next important life moment using the tool in your pocket. You expect your banking app to not just keep up, but possibly even anticipate your needs. That's why we've invested in personalizing your mobile experience — to take it from banking app to lifestyle money manager.

Integrated financial services

Imagine viewing your Wells Fargo account balance in an online retailer's checkout flow without having to open our mobile app or sign into your online bank account. That's Embedded Banking in action and a key area of interest for us as we look to the future.

Additionally, we will continue to build upon our Wells Fargo Gateway — our award-winning* API channel. The Wells Fargo Gateway allows customers and third parties to integrate customer-persmissioned financial information into their own digital environments. APIs can transform how you do business by allowing services to be delivered online and on demand. For example, customers can leverage APIs to:

- Initiate banking transactions
- Receive real-time responses with banking data or the status of payments
- Supplement the batch processing of more time-sensitive payments by originating them at any time

* Celent. March 9, 2021. "Winner of Celent Model Bank 2021 Award for Embedded Finances." celent.com > Reports and Insights > Wells Fargo: Enabling Customers to Offer Financial Products.

F. References

1. Provide at least three references (government entities, if possible), including client name, contact person, address, phone number, services provided, and the length of time your financial institution has worked for the entity.

Based on our current understanding of your needs, we have chosen references with services that most closely resemble the setup we have proposed for the City. We provide contact information for these references in the following table.

References	
Sylvia Molina **Finance Department** **Beaumont Cherry Valley Water District** 951-845-9581 sylvia.molina@bcvwd.org 560 Magnolia Ave. Beaumont, CA 92223	**The Beaumont Cherry Valley Water District uses the following Wells Fargo services:** • ACH • Desktop Deposit • Previous day reporting • Wires
Lorena Rocha **Finance Director** **City of Hemet** 951-765-2387 lrocha@hemetca.gov 445 E. Florida Ave. Hemet, CA 92543	**The City of Hemet transitioned to Wells Fargo in August 2021 and uses the following Wells Fargo services:** • ACH • Cash Vault • Desktop Deposit • Previous day reporting • Wires
Cheryl Stafford **Accountant II** **City of Banning** 951-849-2414 cstafford@banningca.gov 99 E. Ramsey St. Banning, CA 92220	**The City of Banning uses the following Wells Fargo services:** • Cash Vault • Desktop Deposit • E-Box • Lockbox

* Reference information is confidential.

2. How many governmental clients has the proposed relationship manager gained and lost in the last five years?

In the last five years, your relationship manager, Jamie O'Connell, has acquired eight new government relationships and lost one due to pricing terms.

G. Sample contract

1. **Provide a sample of the proposed contract for your financial institution's services. Please also provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP, including any documents referenced or incorporated into the contracts/agreements.**
2. **It is the intention to incorporate the RFP and your financial institution's proposal response as part of the overall contract. Is this acceptable? If not, why?**

Wells Fargo has included with our response copies of our account and service documentation for the deposit and treasury management products and services requested in the RFP, which we require to serve as, or be incorporated into, any final agreement. Wells Fargo is willing to discuss the order of precedence of any of the City's additional documents upon award of the contract.

Our disclosures and legal exceptions can be found in Appendix Tab F.

The account and service agreements appear in Appendix Tab G.

H. Pricing and account analysis

1. **For how long is the financial institution willing to guarantee the proposed fees?**

The price schedule that we include in this proposal is valid for 180 days from the date the proposal is submitted to you.

2. **Can fees be debited direct from the City's account rather than billed to the City?**

Yes. The City can pay your fees through direct account debit or pay an invoiced amount by ACH or check each month. We prefer automatic billing after the statement cycle.

3. **Provide a complete fee schedule for all the services described in your financial institution's proposal using Association of Finance Professionals (AFP) Service Codes, is possible.**

   Fees related to all services described in the proposal must be listed, even if the service is not shown on the schedule. Also, include any one-time or set- up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered bason on volume, timeliness of payment, rebates or other measures.

Please refer to Tab A in the Appendix section of our response for pricing.

4. Are you willing to offer any transition or retention incentives?

Yes. Wells Fargo wants to earn the City's relationship. Should you move your full relationship to Wells Fargo, we will grant the City a conversion allowance of $35,000 to be used in the first 12 months upon account opening.* It would be to the City's benefit to implement new technology offered and to try those services you have been considering. If the City implemented lockbox, E-Box, or other high-tech solutions, the conversion allowance could pay for the City to initially try the solutions at no cost — and transition for free to Wells Fargo. The 12-month cycle begins after the first month cycle following the new account opening.

* Wells Fargo Merchant Services fees are not subject to this conversion credit and are billed separately.

5. Are there any additional price breaks or incentives?

We have tailored pricing according to our assumptions of the City's volumes. If Wells Fargo is chosen as the finalist, we can work with the City to reassess the services to ensure that they are the best fit and the best priced.

Additional services

The bank may desire to offer the City additional services not otherwise specified in this RFP. In this event, a supplemental attachment should be prepared and included with the proposal describing the additional services offered in detail and indicating the cost, if any, for these services.

If the City would like additional pricing quotes for our high-tech solutions, we may need additional data from the City to complete the quote.

As we were reviewing your statements, there are a number of technology improvements we would like to offer the City, if interested. If chosen as a finalist, we can share these ideas and supply a proposal for services you find value in.

V. Pricing of banking services

Overview

The City requires banks to offer the following options for payment of service charges:

Direct payment of service charges (option 1)

Under this approach, no compensating balance will be maintained by the City. The City will pay for actual charges for services provided on all City accounts. If the City elects this option, payment will be made by bank debit against the City's general checking account. The bank will link all City accounts for analysis and provide individual as well as a summary report on the charges and fees on a monthly basis. The bank will provide information identifying the volume of service transactions, unit prices and total amounts owed, and an account analysis which will be submitted to the City within fifteen (15) working days of the end of the month. The City will receive an earnings allowance that will be used to reduce the monthly service charges.

Acknowledged. This is an option for the City.

Please refer to Tab A in the Appendix section of our response for pricing.

Variable compensating balance method (option 2)

Under this approach, the compensating balance required to be maintained by the City will vary monthly based on the City's transaction volumes for the previous month and the bank's unit prices for services, reserve requirement and earnings allowance. The earnings allowance rate to be utilized is the three-month U.S. Treasury Bill average weekly auction results (coupon equivalent yield) for the previous month. Written notification to the Director of Finance will be required to adjust the compensating balance amount.

The City reserves the right to select either of the two options or a combination of both options as the method of payment for banking services. The City also reserves the right to change from one option to another.

Acknowledged. At this time, Wells Fargo is only offering a managed rate based on the current market conditions. With this flexibility, you can maximize your earnings potential on balances as you transition. We are offering the City an ECR of 0.70% which is variable based on market conditions and bank discretion. In addition, we offer investment sweep options for excess balances. Should the City elect a sweep option, those balances do not earn an earnings credit nor are charged recoupment fees, but sweep interest is paid directly to the City’s checking account. Fees are posted and debited monthly. The City may also elect to keep some funds in the checking account and sweep the rest. The funds not swept are subject to an earnings credit to offset fees.

Please refer to Tab A in the Appendix section of our response for pricing.

Alternative method

Banks may desire to propose an alternative to the two options described above. In this event, a supplemental attachment should be prepared and included with the proposal describing in detail the alternative method along with computation detail.

Acknowledged.

Please see the proposal included in the pricing Appendix Tab A.

The City can elect to go with a managed rate that is variable and subject to market conditions and bank discretion. All collected balances are subject to this rate as an earnings credit to offset fees.

The City may look at adding a sweep option to your checking account. You may choose to sweep all balances, or leave some collected balances that will earn ECR and offset bank fees. All swept balances are subject to earn dividends at the current rate, and those are paid monthly. Swept balances are not charged recoupment fees, as those balances are part of the investment options chosen by the City. Balances that are swept are money market funds Please see the link that follows for prospectus information.

Rate report

Money Market Fund Rate Report - Allspring Global Investments

Appendix

Pricing ..... Tab A
Information security program letter ..... Tab B
Business continuity program letters ..... Tab C
Merchant services information ..... Tab D
Community involvement ..... Tab E
Disclosures ..... Tab F
Account agreements and service descriptions ..... Tab G

We provide our pricing and fees in this section. Pricing and fees are valid for 180 days. All pricing information is confidential.

A Message from your Relationship Manager, Jamie O'Connell

Thank you for the opportunity to review banking services for the City. This is a big decision for you and I want to make sure that I have fully explained Wells Fargo's position on our quotes, services included, and enhancements that we can offer you in the future. Our goal is to earn your business and show you that Wells Fargo is the obvious choice for Beaumont.

Wells Fargo is offering the City a transition allowance of $35,000 to be used in the first 12 months after account opening. This credit may be used at your discretion and can be applied to analysis fees or banking supplies. (Merchant services fees are excluded.) Implementing our lockbox solution could potentially cover the first year of services for transitioning to Wells Fargo. You also have the opportunity to maximize your balances by investing them with one of our sweep options. With the transition allowance offered, you will have the peace of mind to transition to Wells Fargo and not have to worry about being charged fees at two banks.

The pricing elements offered are locked for the three-year term you requested and the ECR is a variable rate subject to change based on market conditions. We are offering an ECR rate of 0.70% upon new account opening, which is a managed rate and variable based on current market conditions and bank discretion. As rates fluctuate, your analysis fees may be covered with the average balances you maintain today. If the City would like to set up quarterly analysis statements, that period reviews activity and balances on a three-month basis and months with excess allowance can cover months with a deficit within the same quarter. We are confident you will find value in our technology and automation services.

If the City chooses Wells Fargo, we can look at other areas in finance to assist. You mentioned the payroll account being processed at another bank, utilizing a third party to pay your vendors by ACH, and having to put all your checks in the cash vault bag for processing. As a city with utilities, we can help streamline incoming bill payments with an electronic file for processing. We are excited to share our best practices and offer the technology available to our customers today.

We have two branches located in the city to serve the residents and employees of Beaumont. Wells Fargo offers many services and webinars that can assist your community in succeeding financially. If City employees do not bank with Wells Fargo, we will waive the check cashing fee as long as the City is our customer and provides positive pay check information on the checks the employees are cashing.

Catherine Ramos is the local manager of the Wells Fargo branch across the street from the City. Over the years, the local banking team has been involved with community support initiatives and volunteer activities. From teaching hands on banking and financial literacy to students at Beaumont High School and the Beaumont library — to donating artifacts previously owned by generations of Beaumont residents to the San Gorgonio Pass Museum — giving back to our communities is important and part of Wells Fargo's vision and values.

Every customer is unique and with that they have unique needs. At Wells Fargo, we understand that. Our job is to build a strong foundation of services that focus on efficiency and risk management, and from there introduce new ideas to strategize and address areas of opportunity. Because our government banking team only works with municipalities like the City, we can pull from experiences, challenges, and efficiencies of other city customers and be true consultants for you.

Banking services including remote deposit, cash vault, ACH, and fraud tools

This proposal is based on the numbers you provided and information from the bank statements. We included enhancements you were looking for in the RFP, and want to ensure the totals are correct. This includes:

- Balances: We used $17MM in balances based on the average provided in the RFP. When reviewing the statements submitted, the balances were much higher than this, but we noticed there is an opportunity for the City to review other liquidity options on the excess balances. The City could potentially sweep all balances if desired, and once the transition allowance has concluded, we can review balances and activity to strategize the best solution for the City.
- Account structure: We priced one account to compare with what you have today; however, there are many benefits to having your relationship at one institution, and if chosen as a finalist, we would like to explore consolidating your payroll account as well.
- Remote deposit: This was an important area of focus for the City and an area we have highlighted in the response. Depositing paper check items daily through a scanner is more efficient and cost effective which can reduce your armored pick-ups at the City. Our Desktop Deposit solution has a scanner driver that is linked to our website for installation and updated on our platform. We inserted the 250 items in this scenario to show you how much that would be.
- Cash vault: When reviewing this section, it is important to note that our cash vault volumes look at the actual cash and currency being deposited. Per your analysis statements, this was approximately $25,000 per month, so that is the amount we adjusted it to. Submitting checks through cash vault counts as a paper item deposit through analysis. We assumed 350 deposits per month to our cash vault in Los Angeles, but this amount could be greatly reduced by having your checks submitted through remote deposit or another option. We also included access to request change orders from our online banking platform; these change orders can be delivered by your armored courier during your scheduled pick up.
- Lockbox services: We used the 1900 items requested in the RFP to come up with the estimate. There may be some additional need to adjust your payment coupon per lockbox specifications, but we can explore that if chosen as a finalist. This quote includes the price for images, documents scanned, reporting, and other elements related to lockbox. Our lockbox center is in El Monte, California, and is serviced multiple times per day. The City has access to reports online and can sort by many fields relevant to your reconciling needs.
- Returned items with redeposit instructions: We can accommodate your returned item instructions and offer images and a report so you can respond quickly to items that are being returned unpaid.

- Positive Pay with Payee Validation: The City will send us your check file so we can pay items that match your issue file. Payee Validation will also review the payee information to help prevent fraud. If you have any unmatched items, we notify the City to make a pay or return decision. You will also set a default decision for items that aren't decisioned. For your protection, we recommend a default decision to return items.
- ACH Fraud Filter: We offer ACH Fraud Filter (stop) and ACH Fraud Filter (review) options. If the City expects no vendor activity on the account, we can block all debits from posting. If an account has approved vendors listed, we can add our review option and all unfamiliar ACH attempts would be presented to the City to decision (pay or return). We recommend you set a default decision to return items.
- ACH services: We entered one ACH ID in place today and completed the expected activity for your ACH items. We recommend sending your transmission file one to two days using prepaid settlement, but offer same day for individual items less than $100,000. We disclose the elements as a possibility should they occur.
- Wire transfers: All of your incoming, outgoing and LAIF wire activity will be found in this section. Wires are sent through our online banking portal and require dual custody.
- Reports: We are giving quotes for previous day and intraday reporting with 120 days of storage, wire transfer, remote deposit, and lockbox reporting, and access to search online for transactions.
- Set up charges: We are waiving all set up charges for services quoted in the Treasury Management Pro forma. There will be some development and programming hours for the setup of lockbox services, but the City may use the transition allowance for this cost.
- Merchant Services and Wells Fargo Payment Gateway: Thank you for providing the statements. Please refer to the Merchant Services pricing pages attached.

Enhancements to consider in the future

During the Q and A period, we asked many detailed questions and appreciate your responses. Some of our services require additional information to propose, but we would like to explore those if chosen as a finalist. These include:

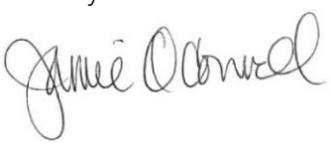
- Commercial card: Please refer to section E, New services and ideas. With a completed vendor analysis from the City, we can identify an annual spend. Card payments are also a payment channel offered with our Payment Manager solution.
- Payment Manager: Wells Fargo can automate your payables by sending us one file for all of your payments — ACH, wire, credit card and check. We welcome the opportunity to review this service in more detail and perhaps provide the City a demo if chosen as a finalist. We can offer the City a full payables analysis if the vendor match template is completed. We match the data against the Visa or Mastercard database to identify the vendors taking card or ACH payments, which will help the City move to an electronic payables environment, decreasing checks over time. There is also a new feature that allows the City to pay electronically through Zelle®. This would allow you to pay constituents by email address or phone number, rather than wait for small dollar items to clear.

- E-Bill Express: This service takes your utility billing file and presents the bill online through the City's website for payment. Your residents can view their bill and pay online by credit card, debit card, or directly through their bank account. The City gets a detailed report outlining who paid and provides many reconciling tools. To provide a quote, we require additional billing information. We are happy to discuss this further if you have interest in this solution.
- E-Box: As your residents pay their bill through their bank provider, we can make the City an electronic receiver in the bill pay network. We work with 26 bill pay service networks and can send the City one file of the payments received and provide online decisioning to identify those payments that are not recognized. Once the City gives instructions on where to apply the payment, the next time it arrives, the payment will be automatically matched to that customer. We will need more information on the number of bill pay items that are sent to the City today to provide a quote, but we would like to follow up on this conversation.
- Virtual lockbox: Since the City is looking to relocate your lockbox facility, you can incorporate our virtual lockbox service for the over-the-counter checks you receive. This is one option to get the paper check items received at City Hall deposited to Wells Fargo. Virtual lockbox takes a file from the City and incorporates those items into the lockbox file we receive today. For reporting purposes, this will mirror your lockbox report for consistency — whether the items are received at City Hall or our lockbox facility in Los Angeles.
- Wells Fargo Electronic Deposit: This service is another option to process your check payments in-house. It is our version of image cash letter and can process check payments at a higher speed.
- Remote cash capture (smart safe): We work with preferred vendors Garda and Loomis to install safe(s) at your locations. Cash is dropped in the safe at night and picked up by your armored courier on your schedule. The bank receives a daily transmission total from the safe, and it offers other fraud prevention tools as well. The contract with the City and armored courier is separate from the contract between the City and Wells Fargo.
- Sweep options: We provide a lot of details and information about the sweep options that can be added to your checking account. These options are only offered to municipalities and adhere to government investment codes. Please review options for excess cash and let me know if you would like more information.

If you choose Wells Fargo, you are choosing an innovator in banking technology. We will provide the City, a complimentary business process review to identify ways to help streamline your efficiencies further. As your relationship manager, it is my honor to grow our relationship over time and assist with future enhancements the City needs. As technology progresses, so will your payment options. For convenience, I am very local to the City of Beaumont and have expertise in many financial needs of the public sector.

Once this RFP period has closed, it would be my pleasure to go over any of these details or address additional questions you have regarding our services. We look forward to working with the City of Beaumont.

Thank you!



WELLS FARGO

Treasury Management Pro Forma

This proposal is based on our understanding of your requirements and the services in the RFP. This proposal includes volumes provided in your Estimated Monthly Activity Detail with anticipated line items and volumes for the products requested in the RFP. Please see the conversion allowance in the RFP response that can be used to offset the fees and setup costs below.

City of Beaumont

Pricing as of June 2022

ANALYSIS SUMMARY		
Average Positive Collected Balance	$	17,000,000.00
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	17,000,000.00
Monthly Analyzed Charges	$	5,372.59
Earnings Allowance @ 0.70%	$	9,780.82
Net Monthly Analyzed Charges (EXCESS)	$	4,408.23
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges	$	0.00
*Charges not offset by balances		

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		BALANCE & COMPENSATION INFORMATION			
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	17,000	2,167.50
		BALANCE & COMPENSATION INFORMATION Subtotal			**2,167.50**
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.10000	25	2.50
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	0.55000	21	11.55
		GENERAL ACCOUNT SERVICES Subtotal			**24.05**
		LOCKBOX SERVICES			
03302	050400	LBX TRANSMISSION BASE	125.00000	1	125.00
36709	05011R	LBX WHOLESALE BASE	220.00000	1	220.00
36755	050100	LBX STANDARD CHECK PROCESSED	0.20000	1,900	380.00
03905	05011R	LBX DOCUMENT SCANNED	0.03500	3,800	133.00
34222	05031Z	LBX CEO TIR REPORT PER ITEM	0.05000	21	1.05
		LOCKBOX SERVICES Subtotal			**859.05**

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		DEPOSITORY SERVICES			
08173	100100	CASH VAULT DEPOSIT	3.00000	350	1,050.00
CK061	100400	RETURN ITEM - CHARGEBACK	10.00000	10	100.00
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.60000	0	0.00
CK075	100402	RETURN ITEM REDEPOSITED	5.00000	0	0.00
08110	100144	CASH VAULT COIN ROLLS FURNISHED	0.12000	27	3.24
08416	100199	CASH VAULT CURRENCY FURNISHED	0.00130	9	0.01
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00130	25,000	32.50
08160	100501	CASH VAULT DEP - ADJUSTMENT	6.50000	20	130.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.55000	21	11.55
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.06000	250	15.00
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	0.14000	1,900	266.00
		DEPOSITORY SERVICES Subtotal			**1,608.30**
		PAPER DISBURSEMENT SERVICES			
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.01000	40	0.40
12907	150030	POSITIVE PAY MONTHLY BASE	15.00000	1	15.00
22202	150100	DDA CHECKS PAID	0.10000	40	4.00
		PAPER DISBURSEMENT SERVICES Subtotal			**19.40**
		PAPER DISBURSEMENT RECON SERVICES			
12377	200201	ARP FULL RECON-ITEM	Minimum	40	75.00
12060	200010	ARP MONTHLY BASE - FULL	15.00000	1	15.00
12604	200306	ARP OPTIONAL REPORTS	5.00000	42	210.00
12430	200301	ARP OUTPUT - TRANSMISSION	2.00000	21	42.00
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	8.00000	1	8.00
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.01000	40	0.40
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**350.40**
		GENERAL ACH SERVICES			
CK018	250201	ELECTRONIC CREDITS POSTED	0.10000	10	1.00
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.20000	6	1.20
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	10.00000	1	10.00
ES280	250000	ACH MONTHLY BASE	15.00000	1	15.00
ES211	250102	ACH FUTURE DATED ITEM	0.05000	1,847	92.35
ES344	250202	ACH RECEIVED ITEM	0.10000	35	3.50
06502	250302	ACH RETURN ITEM-ELECTRONIC	6.50000	5	32.50
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	4	8.00
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	10.00000	1	10.00
06525	250302	ACH NOC - ELECTRONIC	6.50000	1	6.50
		GENERAL ACH SERVICES Subtotal			**180.05**

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		WIRE & OTHER FUNDS TRANSFER SERVICE			
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	10.00000	2	20.00
CS063	350510	WIRE OUT USA ACCT- STANDING	3.00000	0	0.00
ES074	350580	WIRE VERIFY CALL BACK	15.00000	1	15.00
ES139	350100	WIRE OUT DOMESTIC CEO/API	4.00000	2	8.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**43.00**
		INFORMATION SERVICES			
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.04000	21	0.84
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.10000	100	10.00
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	25.00000	1	25.00
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	0.10000	500	50.00
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	25.00000	1	25.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	10.00000	1	10.00
		INFORMATION SERVICES Subtotal			**120.84**
		SETUP CHARGES			
		LOCKBOX SERVICES			
03850	050138	LOCKBOX SET UP	0.00000	1	0.00
		LOCKBOX SERVICES Subtotal			**0.00**
12021	200410	ARP SET UP	0.00000	1	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**0.00**
ES201	251000	ACH SET UP	0.00000	1	0.00
06094	251001	ACH FRAUD FILTER - SET UP	0.00000	1	0.00
		GENERAL ACH SERVICES Subtotal			**0.00**
		Total Analyzed Charges			**0.00**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**0.00**

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Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service
Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer
A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Services with No Volumes
Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

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Wells Fargo Treasury Management Pricing

City of Beaumont

Pricing as of June 2022

Additional Service Charges for Disclosure

WF Code	AFP Code	Service Description	Charge Basis	Price
		Cash Vault		
08160	100501	CASH VAULT DEP - ADJUSTMENT	Adjustment	6.50000
08110	100144	CASH VAULT COIN ROLLS FURNISHED	Coin roll	0.12000
08416	100199	CASH VAULT CURRENCY FURNISHED	Dollar	0.00130
08190	100140	CASH VAULT CASH ORDER-CALL IN	Cash order	3.75000
08116	100145	CASH VAULT COIN FURN-STD HALF BOX	Coin box	4.00000
08115	100146	CASH VAULT COIN FURNISHED-STD BOX	Coin box	4.00000
08071	100111	CASH VAULT DEP - NONSTD COIN BAG	Coin bag	12.00000
08008	100110	CASH VAULT DEP - ROLLED COIN	Coin roll	0.12000
08067	100113	CASH VAULT DEP - STD COIN BAG	Coin bag	3.50000
08181	100141	CASH VAULT ORDER - AUTOMATED	Transaction	3.75000
08630	100147	CASH VAULT ORDER - FED STD BAG	Coin bag	3.00000
08114	100147	CASH VAULT ORDER - HALF STD BAG	Coin bag	3.00000
08210	100154	SAFEVANTAGE EXPEDITED CREDIT	$ pass through	0.00010
08208	100154	SV PREMIUM DEPOSIT CREDIT	Location	5.00000
		General Account Services		
08025	100015	MISCELLANEOUS CREDITS POSTED	Transaction	0.55000
24250	150340	OVERDRAFT CHARGE-PAID ITEM	Transaction	35.00000
CK049	010310	DDA STATEMENT - PAPER	Statement	5.00000
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	Statement	5.00000
CK672	010630	BANK CONFIRMATION AUDIT REQUEST	Request	65.00000
CK673	010640	CREDIT RATING AUDIT REQUEST	Inquiry	50.00000
		Gen Acct Services Recoupment		
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessr	0.12750

WF Code	AFP Code	Service Description	Charge Basis	Price
		Image Delivery		
64104	151350	IFI MAINTENANCE PER PRODUCT	Customer ID	75.00000
27707	400340	CEO SEARCH	Inquiry	0.16000
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	0.01000
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	Image retrieved	0.01000
		MSC-TM		
03303	050410	LBX PKG US MAIL DELIVERY	$ pass through	1.00000
22222	150810	PRINTING & SUPPLIES-VENDOR	Account	0.01000
		Paper Checks Deposited		
002	100225	DEPOSITED CHECK	Check deposite	0.15000
		Wholesale Lockbox		
36703	050135	LBX MATCHING FILE BASE	Lockbox	60.00000
03102	050000	LBX REMIT PROCESSED CASH	Remittance	12.00000
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	Remittance	2.50000
36731	050530	LBX CORRESPONDENCE OR REJECTS	Envelope	0.70000
52035	050425	LBX IMAGE FILE IMPORT	Image	0.03000
36745	050129	LBX VALUE ADDED KEYING	Keystroke	0.02500
34222	05031Z	LBX CEO TIR REPORT PER ITEM	Item accessed	0.05000
		ACH Fraud Filter		
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	Account	10.00000
34338	251052	ACH CEO FRAUD FILTER STOP - ITEM	Transaction filte	5.00000
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	Transaction filte	5.00000
		ACH Origination		
ES216	250102	ACH SAME DAY	Transaction	0.50000
ES206	250120	ACH ORIGINATED - ADDENDA REC	Addenda record	0.05500
ES254	250501	ACH ORIGINATION/REJECT DATA - FILE	Batch/file	3.50000
ES240	250310	ACH RETURN ITEM-REDEPOSITED	Transaction	6.50000
ES362	250311	ACH RETURN ITEM - DISHONORED	Transaction	6.50000
06507	250312	ACH RETURN UNAUTHORIZED -ELECTRONIC	Return	6.50000
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	Return	5.00000
ES230	250620	ACH DELETE - ITEM	Delete	10.00000
ES361	250642	ACH REVERSAL - ITEM	Reversal	10.00000
06510	251010	ACH AUTHORIZATION INVESTIGATION	Investigation	50.00000
06508	251010	ACH COMPLEX SPECIAL INVESTIGATION	Hour	210.00000
ES231	250620	ACH DELETE/REVERSE - BATCH/FILE	Batch/file	15.00000
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	Inquiry	1.50000

WF Code	AFP Code	Service Description	Charge Basis	Price
		ACH Receive		
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.03000
		Account Reconcilement		
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	Transaction	0.00500
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE	Account	5.00000
34337	200201	CEO CHECK ISSUES-ITEM	Check issued	0.30000
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.02000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	20.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	20.00000
12615	200304	ARP PDF STMTS/RPTS-TRANSMISSION	Account	50.00000
		Desktop Deposit/Electronic Check		
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	Adjustment	18.00000
		General Disbursement Services		
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	4.00000
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	Reject	0.80000
12678	150300	MICR CHECK REJECTS OVER 2%	Reject	1.75000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	10.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	17.00000
12670	150410	STOP PAYMENT - ONLINE	Stop payment	12.00000
12671	150420	STOP PAYMENT - OPERATOR ASSISTED	Stop payment	30.00000
12673	150411	STOP PAYMENT - RANGE	Stop payment	15.00000
		Incoming Wire Transfers		
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	Transfer	10.00000
ES191	350320	WIRE IN XBDR CORRESP BANK-USD/FX	Transfer	7.00000
ES076	350310	WIRE IN XBDR USA ACCT-USD OR FX	Transfer	20.00000
18030	350330	WIRE IN REPAIR	Exception	9.00000
		Positive Pay		
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.01000
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM	Check	0.25000
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	Image retrieved	0.50000
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.50000
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	10.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	5.00000
12906	150401	POSPAY VERIFICATION CALL-CASHED	Call	20.00000
		Returned Items		
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	Customer ID	0.00000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	Account	38.00000

WF Code	AFP Code	Service Description	Charge Basis	Price
		Wires Origination and Reporting		
18901	350115	WIRE OUT XBDR FX CEO/API	Transfer	25.00000
ES141	350120	WIRE BOOK TRANSFER CEO/API	Transfer	4.00000
18602	350560	WIRE INVESTIGATION	Investigation	65.00000
18031	350541	WIRE OUT REPAIR	Exception	9.00000
		Branch Services		
08172	100501	ADJ FOR CASH DEPOSITED IN WF BRANCH	Adjustment	13.00000
CK161	100006	CASH DEPOSITED IN WF BRANCH	Dollar	0.00300
CK771	100010	LOOSE COIN DEPOSITED IN BRANCH	Coin bag	10.00000
CK197	100040	CASH ORDER FEE IN A WF BRANCH	Transaction	9.00000
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	Coin roll	0.50000
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	Dollar	0.00300
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	0.00000
08052	100006	BRANCH DEPOSIT	Deposit	3.50000
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE	Check cashed	0.00000
		Other Non TM		
ODACT	000210	DAILY USE OF UNCOLL FUNDS-ACCT LVL	$ pass through	1.00000
		Sweep		
34110	450405	SWEEP ACCOUNT POSITION REPORT	Sweep master a	10.00000
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	Statement	0.00000
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	Account	0.00000
		Setup Charges		
64100	151357	IFI SETUP PER PRODUCT	Customer ID	0.00000
03850	050138	LOCKBOX SET UP	Lockbox	0.00000
03082	050137	LBX PROGRAMMING	Hour	100.00000
34375	251120	CEO ACH ORIG NEW CO ID SETUP	Setup	0.00000
06092	251001	ACH ORIGINATION NEW COMP ID-SET UP	Setup	0.00000
18325	359999	WIRE ACCOUNT ADD CEO/API	Account	0.00000

For additional service definitions, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis

Banking Services Proposal — Required Services

Estimated Monthly Activity Detail

Service Description	Unit Volume	Activity Price	Unit total
General account services:			
Account maintenance	1	10.0000	10.00
Checks Returned with Statements	7	N/A	0.00
Depository Services			
Deposits	350	3.0000	1,050.00
Checks Paid	40	0.1000	4.00
Deposited Items - On Us	60	0.0600	3.60
Deposited Items – Local Clearing	90	0.0600	5.40
Deposited Items – Other	100	0.0600	6.00
Currency Deposited [1]	**$25,000**	0.0013	32.50
Returned Item Debit	10	10.0000	100.00
ACH Returned Item Debit	5	6.5000	32.50
Returned Item Reclear Fee	0	5.0000	0.00
Returned Item Special Handling	0	0.6000	0.00
Controlled Disbursement Services			
Checks Paid (on Accounts Payable) [2]	40	Minimum[2]	75.00
Positive Pay Package	1	15.0000	15.00
Cash Reporter/Information Reporting	1	15.0000	15.00
ACH Services			
File Input	0		0.00
Credit - Incoming	10	0.1000	1.00
Debit – Incoming	25	0.1000	2.50
Notification of Change	1	6.5000	6.50
Wire Transfer Services			
Incoming Domestic Wire	2	10.0000	20.00
Outgoing Domestic Wire	2	4.0000	8.00
Non-PC Repetitive Outgoing Domestic Wire	0	3.0000	0.00
Wire Notification (Phone)	1	15.0000	15.00
Information Reporting Services			
Basic Online A/C Maintenance	1	25.0000	25.00
Basic Online Detail Transactions	500	0.1000	50.00
Online CM ACH Maintenance (Stand Alone)	1	15.0000	15.00
ACH Upload Expense	1	N/A	0.00
	Grand total	$	1,492.00

NOTES:

[1] Updated volume to reflect the average dollar amount of cash and coin deposited monthly.

[2] There is a minimum fee for our ARP Full Reconciliation Per Item charge. The per item charge is .12 if the minimum is exceeded.

Please reference the attached Wells Fargo Treasury Management Pro Forma to see the full detailed proposed pricing. Please see the conversion allowance in the RFP response that can be used to offset monthly fees and setup costs.

Banking Services Proposal — Required Services

ADDITIONAL Standard Monthly Activity Detail

The below activity detail reflects *additional* charges and volumes anticipated based on our understanding of the City's requirements and the services in the RFP. We have used data from the Q & A responses, the analysis statements provided, as well as the services requested in the RFP scope. Please reference the attached Wells Fargo Treasury Management Pro Forma to see the full detailed proposed pricing which includes all volumes provided as well as the below volumes added. Please see the conversion allowance in the RFP response that can be used to offset monthly fees and setup costs.

Service Description	Unit Volume	Activity Price	Unit total
General Account Services:			
RECOUPMENT MONTHLY	17,000	0.1275	2,167.50
Account Reconcilement:			
ARP OPTIONAL REPORTS	42	5.00000	210.00
ARP OUTPUT - TRANSMISSION	21	2.00000	42.00
PAYEE VALIDATION STANDARD-ITEM	40	0.01000	0.40
CEO ARP STMT & RPTS MONTHLY BASE	1	8.00000	8.00
OUTGOING TRANSMISSION - PER ITEM	40	0.01000	0.40
Depository Services			
CASH VAULT DEP - ADJUSTMENT	20	6.50000	130.00
CASH VAULT COIN ROLLS FURNISHED	27	0.12000	3.24
CASH VAULT CURRENCY FURNISHED	9	0.00130	0.01
DESKTOP DEPOSIT MONTHLY BASE	1	10.00000	10.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	21	0.55000	11.55
Wholesale Lockbox			
LBX WHOLESALE BASE	1	220.00000	220.00
LBX TRANSMISSION BASE	1	125.00000	125.00
MISCELLANEOUS CREDITS POSTED	21	0.55000	11.55
WHOLESALE LOCKBOX - DEPOSITED CHECK	1,900	0.14000	266.00
LBX STANDARD CHECK PROCESSED	1,900	0.20000	380.00
LBX DOCUMENT SCANNED	3,800	0.03500	133.00
LBX CEO TIR REPORT PER ITEM	21	0.05000	1.05
ACH Services			
ACH RECEIVED ITEM	35	0.10000	3.50
ACH CEO FRAUD FILTER REVIEW MO BASE	1	10.00000	10.00
ACH CEO RETURN SUBSCRIPTION - ITEM	6	0.20000	1.20
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	1	10.00000	10.00
ACH FUTURE DATED ITEM	1,847	0.05000	92.35
ACH TRANSMISSION CHARGE	4	2.00000	8.00
Information Reporting Services			
CEO ALERTS SERVICE - EMAIL	21	0.04000	0.84
CEO INTRADAY REPORTING ITEMS RPTD	100	0.10000	10.00
CEO INTRADAY REPORTING SUBSCRIPTION	1	25.00000	25.00
	Grand total	$	3,880.59
ONE TIME Setup Charges			
ACH FRAUD FILTER - SET UP	1	0.0000	0.00
ACH SET UP	1	0.0000	0.00
ARP SET UP	1	0.0000	0.00
LOCKBOX SET UP	1	0.0000	0.00

Please submit information on any standard monthly service charges that are not listed in the Monthly Activity Detail and use the same format shown in the Monthly Activity Detail. If any service charges are one-time set-up or service charges, or are to be no charge to the City, please make note of this.

All proposals for additional service must be accompanied by supplemental attachments describing in full the services offered along with monthly cost detail.

BANKING SERVICES PROPOSAL – ADDITIONAL SERVICES

		Cost	
ITEM NO.	SERVICE DESCRIPTION SUMMARY	Per unit	Monthly
08160	CASH VAULT DEP - ADJUSTMENT		6.5000
08190	CASH VAULT CASH ORDER-CALL IN		3.7500
08116	CASH VAULT COIN FURN-STD HALF BOX		4.0000
08115	CASH VAULT COIN FURNISHED-STD BOX		4.0000
08110	CASH VAULT COIN ROLLS FURNISHED		0.1200
08416	CASH VAULT CURRENCY FURNISHED		0.0013
08071	CASH VAULT DEP - NONSTD COIN BAG		12.0000
08008	CASH VAULT DEP - ROLLED COIN		0.1200
08067	CASH VAULT DEP - STD COIN BAG		3.5000
08181	CASH VAULT ORDER - AUTOMATED		3.7500
08630	CASH VAULT ORDER - FED STD BAG		3.0000
08114	CASH VAULT ORDER - HALF STD BAG		3.0000
08210	SAFEVANTAGE EXPEDITED CREDIT		0.0001
08208	SV PREMIUM DEPOSIT CREDIT		5.0000
24250	OVERDRAFT CHARGE-PAID ITEM		35.0000
CK049	DDA STATEMENT - PAPER		5.0000
CK030	CLIENT ANALYSIS STATEMENT-PAPER		5.0000
CK672	BANK CONFIRMATION AUDIT REQUEST		65.0000
CK673	CREDIT RATING AUDIT REQUEST		50.0000
IAMTH	RECOUPMENT MONTHLY		0.1275
64104	IFI MAINTENANCE PER PRODUCT		75.0000
27707	CEO SEARCH		0.1600
12812	CEO IMAGE VIEW < 90 DAYS - ITEM		0.0100
12815	CEO IMAGE VIEW > 90 DAYS - ITEM		0.0100
03303	LBX PKG US MAIL DELIVERY		1.0000
22222	PRINTING & SUPPLIES-VENDOR		0.0100
002	DEPOSITED CHECK		0.1500
36703	LBX MATCHING FILE BASE		60.0000
03102	LBX REMIT PROCESSED CASH		12.0000
03611	LBX REMIT PROCESSED EXPRESS MAIL		2.5000
36731	LBX CORRESPONDENCE OR REJECTS		0.7000
52035	LBX IMAGE FILE IMPORT		0.0300
36745	LBX VALUE ADDED KEYING		0.0250

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	10.0000	
34338	ACH CEO FRAUD FILTER STOP - ITEM	5.0000	
34335	ACH CEO FRAUD FILTER REVIEW - ITEM	5.0000	
ES216	ACH SAME DAY	0.5000	
ES206	ACH ORIGINATED - ADDENDA REC	0.0550	
ES254	ACH ORIGINATION/REJECT DATA - FILE	3.5000	
ES240	ACH RETURN ITEM-REDEPOSITED	6.5000	
ES362	ACH RETURN ITEM - DISHONORED	6.5000	
06507	ACH RETURN UNAUTHORIZED -ELECTRONIC	6.5000	
06511	ACH RETURN UNAUTHORIZED QUALITY FEE	5.0000	
ES230	ACH DELETE - ITEM	10.0000	
ES361	ACH REVERSAL - ITEM	10.0000	
06510	ACH AUTHORIZATION INVESTIGATION	50.0000	
06508	ACH COMPLEX SPECIAL INVESTIGATION	210.0000	
ES231	ACH DELETE/REVERSE - BATCH/FILE	15.0000	
34285	CEO ACH HYP ITM DET INQ - PER ITEM	1.5000	
ES349	ACH RECEIVED ADDENDA	0.0300	
34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0.0050	
34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	5.0000	
34337	CEO CHECK ISSUES-ITEM	0.3000	
12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.0200	
12609	ARP PAPER STATEMENT/REPORT DELIVERY	20.0000	
12684	ARP PAPER STMT/REPORT MONTHLY BASE	20.0000	
12615	ARP PDF STMTS/RPTS-TRANSMISSION	50.0000	
08172	ADJ FOR CASH DEPOSITED IN WF BRANCH	13.0000	
CK161	CASH DEPOSITED IN WF BRANCH	0.0030	
CK771	LOOSE COIN DEPOSITED IN BRANCH	10.0000	
CK197	CASH ORDER FEE IN A WF BRANCH	9.0000	
CK131	ROLLED COIN FURNISHED BY WF BRANCH	0.5000	
CK141	CURRENCY FURNISHED BY WF BRANCH	0.0030	
22810	WF CHK CASHED FOR NONACCT HOLDER	0.0000	
08052	BRANCH DEPOSIT	3.5000	
22812	NON ACCT HOLDER CHK CASHING - PAYEE	0.0000	
790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	18.0000	
22030	STOP PAYMENT - AUTO RENEWAL	4.0000	
12677	MICR CHECK REJECTS >1% THROUGH 2%	0.8000	
12678	MICR CHECK REJECTS OVER 2%	1.7500	
22225	CHECK CASHING THRESHOLD MO BASE	10.0000	
MD091	PYMT AUTH MAX CHECK MTHLY BASE	17.0000	
12670	STOP PAYMENT - ONLINE	12.0000	
12671	STOP PAYMENT - OPERATOR ASSISTED	30.0000	
12673	STOP PAYMENT - RANGE	15.0000	
ES030	WIRE IN TO USA ACCT-USA DOMESTIC	10.0000	
ES191	WIRE IN XBDR CORRESP BANK-USD/FX	7.0000	

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
ES076	WIRE IN XBDR USA ACCT-USD OR FX	20.0000	
18030	WIRE IN REPAIR	9.0000	
ODACT	DAILY USE OF UNCOLL FUNDS-ACCT LVL	1.0000	
DS194	PAYEE VALIDATION MANUAL REVIEW/ITEM	0.2500	
DS191	PAYEE VALIDATION STANDARD-ITEM	0.0100	
34336	POSITIVE PAY EXCEPTION - CEO IMAGE	0.5000	
12908	POS PAY CHECKS WITH NO ISSUE RECORD	0.5000	
12505	POSITIVE PAY EXCEPTION CHECKS RETND	10.0000	
12903	POSITIVE PAY EXCEPTIONS - ITEM	5.0000	
12906	POSPAY VERIFICATION CALL-CASHED	20.0000	
CK064	CEO RETURN ITEM SERVICE MTHLY BASE	0.0000	
CK081	RETURN ITEM SPECIAL INST MTHLY BASE	38.0000	
34110	SWEEP ACCOUNT POSITION REPORT	10.0000	
22087	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.0000	
22094	SWEEP STAGECOACH MUTUAL FND MO BASE	0.0000	
18901	WIRE OUT XBDR FX CEO/API	25.0000	
ES141	WIRE BOOK TRANSFER CEO/API	4.0000	
18602	WIRE INVESTIGATION	65.0000	
18031	WIRE OUT REPAIR	9.0000	
64100	IFI SETUP PER PRODUCT	0.0000	
03082	LBX PROGRAMMING	100.0000	
34375	CEO ACH ORIG NEW CO ID SETUP	0.0000	
06092	ACH ORIGINATION NEW COMP ID-SET UP	0.0000	
18325	WIRE ACCOUNT ADD CEO/API	0.0000	

FARGO

Desktop Deposit® – Compatible Scanners and Price Schedule

Quick Reference Guide

Prices effective July 1, 2022

Prices listed are base prices, subject to change without notice, and do not include shipping, handling, or tax.

Suggested daily check volume	Scanner type	Description	Warranty	Charge basis	$ Price
Fewer than 20 per day	CEO Mobile® Deposit	Desktop Deposit users with scan and balance authorizations can deposit checks from a camera-enabled iPhone, iPad, or Android smartphone through the downloadable CEO Mobile app available from the Apple App Store and Google Play Store.	N/A	N/A	N/A
		Digital Check CheXpress CX 30-IJ – single feed	12 month	per unit	$496.00
			24 month	per unit	$533.00
Fewer than 500 per day		Digital Check TS 240-50 • 50 documents per minute	12 month	per unit	$760.00
			24 month	per unit	$810.00
		Panini Vision X 50 • 50 documents per minute • Mac Compatible	12 month	per unit	$763.00
			24 month	per unit	$813.00
More than 500 per day		Digital Check TS 240-100 • 100 documents per minute	12 month	per unit	$998.00
			24 month	per unit	$1,048.00
		Canon CR190i II • 190 documents per minute **Note**: Allow five to seven extra business days for delivery.	12 month	per unit	$2,734.00
			24 month	per unit	$3,093.00

The following scanners are not sold through Wells Fargo's scanner fulfillment partner, but are compatible with our service.

- Digital Check TS240-75
- Canon CR190i
- Panini Vision X 75
- Panini Vision X 60 AGP

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Desktop Deposit price schedule (continued)

12-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	$102.91
Digital Check CX30 single feed	per unit	$89.00
Digital Check TS240 batch scanners	per unit	$108.00
24-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	$194.44
Digital Check CX30 single feed	per unit	$171.00
Digital Check TS240 batch scanners	per unit	$204.00
36-month extended warranty – purchased at expiration		
Panini Vision X 50	per unit	$277.86
Digital Check CX30 single feed	per unit	$245.00
Digital Check TS240 batch scanners	per unit	$292.00
Maintenance fees		
Cleaning: Includes removal of loose dirt and debris, complete cleaning of the magnetic head, and cleaning of all rubber roller surfaces.	per unit	$68.89
Checkout: Includes evaluation and testing of unit/parts to specified standards. **Note:** Only applies if no problem is found.	per unit	$66.95
Preventive maintenance: Includes a standard cleaning plus replacement of all O-rings and the drive belt.	per unit	$159.00
Expedite: One day turnaround on warranty or service procedures.	per unit	$55.06
Expedite: Same day turnaround on warranty or service procedures.	per unit	$105.99
Repairs: Not covered under warranty	per hour plus parts	$159.00
Repairs: Not covered under warranty	Flat rate covers all work (except camera or motherboard)	$177.00
Supplies		
Franker for Panini i:Deal	per franker	$24.00
Ink cartridge for Panini Vision X	per cartridge	$23.09
Ink cartridge for Digital Check	per cartridge	$23.09
3-pack ink cartridge for Panini or Digital Check	per 3-pack of cartridges	$60.90
Ink cartridge for Panini AGP	per cartridge	$58.88
Check retention bags	per 100 bags	$25.08
Replacement box w/inserts (CX30)	per kit	$19.66
Replacement box w/inserts (TS240)	per kit	$24.95
Replacement box w/inserts (Panini)	per kit	$35.95
Cleaning kit for Panini	per kit	$61.00

Cleaning kit for Digital Check	per kit	$58.00
Cleaning kit for Digital Check (small)	per kit	$18.71
Cleaning cards for Canon	per pack	$22.84
Cleaning swabs for Digital Check	per pack	$7.30
Other		
Billing adjustments	per occasion	$15.75
Restocking – Cancelled orders (unopened units only)	per unit	$75.00

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

City of Beaumont, CA

Proposal Date: 06/24/2022

Merchant Services Product Sales Consultant: Todd Reed

Assumptions		
Credit Card Volume		$6,237,962
Average Transaction Size		$136
Number of Locations		4
Anticipated Interchange [11] Levels		Internet: 020 089/077/317/973
		Internet: 020 089/077/317/9H4
		Retail: 001 009/023/310/972
		Retail: 001 009/023/310/9H3
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms	
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms	
American Express® Industry Type	Services & Professional Services / Emerging Market	
Discover® Network Card Program		Yes
Communications Method	line charges quoted separately	Frame Relay / IPN
Gateway		Authorize.net
Pricing Option		**Interchange + Assessments + Rate**

Credit Card Processing Fees [1]

Interchange Plus the Following Fees:

0.25% On Gross Visa®, MasterCard®, Discover® Network Card and American Express Sales

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees

$0.30 Per PIN Debit Transaction (applies to completed and declined transactions)

EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

Applicable Fee Schedules:

Payment Networks Qualification Matrix https://www.wellsfargo.com/biz/creditinterchangeplus

Payment Networks Pass-Through Fees https://www.wellsfargo.com/biz/merchantpassthroughfees

PIN Debit Networks Fee Schedule (if applicable) https://www.wellsfargo.com/biz/merchantdebitfees

Merchant Statement Fee Description Glossary https://www.wellsfargo.com/interchangefeeglossary

Dues, assessments and pass-through fees are disclosed in the schedules above.

Fee schedules are updated periodically. To obtain the current applicable fee schedules, as well as a glossary of fee descriptions that may appear on your merchant statement, please refer to the URLs above for more information. If you have questions or cannot access the schedules, please contact your Merchant Card Representative and request that a copy of the applicable fee schedules be mailed or faxed to you.

As noted in your Merchant Agreement, Payment Networks change their rates/fees from time to time. They are likely to revise rates/fees in April and October, but this timing is subject to change. To learn more about impacts to fee schedules resulting from Payment Network changes, please visit the URLs above or request an updated schedule.

Other Processing Fees

Set-Up Fee	$	-	per location
Monthly Minimum Processing Fee [9]	$	-	per month
Incoming Chargeback Fee [2]	$	15.00	per incoming chargeback
Incoming/Outgoing Exception Chargeback Fee [2]	$	15.00	per exception chargeback
Chargeback Fax/Mail Fee [12]	$	10.00	per Fax/Mail response
Monthly Service Fee (per location)	$	10.00	per month
Statement Billing Fee (Paper Statement) [7]	$	-	per month
Voice Authorization Fee	$	0.75	per attempt
Annual Fee	$	-	per location
Authorization/EDC Fee - Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit) [3]		N/A	per attempt
Authorization/EDC Fee - American Express (Credit and Prepaid) [3]		N/A	per attempt
TransArmor Token & Encrypt [13]	$	0.01	per attempt
TransArmor Token Registration Fee [13]	$	0.01	per attempt
Legacy Data Conversion Fee [14]	$	0.01	per conversion
Electronic Address Verification Service Fee	$	0.02	per attempt
Voice (Manual) Address Verification Fee	$	2.00	per attempt
Annual Compliance Support Fee [5]	$	-	per location
PCI Compliance Service Program Fee [8]	$	-	per month, per location
Non-validation PCI Compliance Fee [8]	$	25.00	per month, per location

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

City of Beaumont, CA

Proposal Date: 06/24/2022

Merchant Services Product Sales Consultant: Todd Reed

Assumptions		
Credit Card Volume		$6,237,962
Average Transaction Size		$136
Number of Locations		4
Anticipated Interchange [11] Levels		Internet: 020 089/077/317/973 Internet: 020 089/077/317/9H4 Retail: 001 009/023/310/972 Retail: 001 009/023/310/9H3
MCC Code	Various - Refer to "Additional Notes" Section of Pricing Terms	
MCC Description	Various - Refer to "Additional Notes" Section of Pricing Terms	
American Express® Industry Type	Services & Professional Services / Emerging Market	
Discover® Network Card Program		Yes
Communications Method	line charges quoted separately	Frame Relay / IPN
Gateway		Authorize.net
Pricing Option		**Interchange + Assessments + Rate**

Other Processing Fees Continued

American Express EDC and Discover EDC Authorization [6]		N/A	per attempt
American Express EDC and Discover EDC Capture		N/A	per attempt
GeP Services Fee Visa/Mastercard (refunds, credits, returns and chargebacks are independent transactions)		1.00%	per transaction
GeP Services Fee American Express (refunds, credits, returns and chargebacks are independent transactions)		0.00%	per transaction
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only	$	75.00	per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only	$	150.00	per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only	$	75.00	per unit
Card Imprinter Option	$	-	
Rush Shipping Option		N/A	

1) Clients may elect to participate in the Discover Network Card program or the Discover EDC program, but not both. Under the "Discover Network Card program," Clients receive all Discover-related authorization, processing and settlement services from WFMS. Under the "Discover EDC program," Clients enter into a direct agreement with Discover, and WFMS provides only authorization and capture services related to Discover Network Cards. Clients may also elect to participate in the American Express program or the American Express EDC program, but not both. Under the "American Express program," Clients receive all American Express-related authorization, processing and settlement services from WFMS. Under the "American Express EDC program," Clients enter into a direct agreement with American Express, and WFMS provides only authorization and capture services related to American Express Cards. In all cases, any services provided by WFMS for Discover and American Express transactions are subject to the terms of Client's Agreement with WFMS.
2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit. A chargeback fee applies to all chargebacks processed by WFMS.
3) Authorization/EDC Fee applies to Visa and Discover Network Card credit authorizations, all Visa, MasterCard, Discover Network Card and American Express approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees. This fee does not apply to Discover EDC and American Express EDC.
5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.
6) American Express EDC/Discover EDC Authorization Fees apply to all approvals (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries and batch entry transactions.
7) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement through Business Track or the Clover Dashboard instead of receiving a paper copy by mail. Once enrolled online, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If online access is terminated by Client or as a result of at least 180 days of online inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee. For information about online enrollment, please see Additional Services or contact Customer Service.
8) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 3 and Level 4 Clients who utilize a card not present solution, a gateway or value added reseller (VAR). The program includes access to SecureTrust, a PCI compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting https://pci.securetrust.com/wellsfargo. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.
9) If the total discount fee billed to the Client for Visa, MasterCard, Discover Network Card and American Express transactions in one month is less than the Monthly Minimum Processing Fee, then an additional fee will be charged to the Client equal to the Monthly Minimum Processing Fee less the total discount fee.
11) American Express charges Program Pricing fees and not interchange. Program Pricing fees and interchange fees are subject to change.
12) If Client elects to respond to a Chargeback via fax or mail, a dispute fee will be assessed for each response submitted. Business Track Dispute Manager and Clover Disputes are available as an online option at no additional cost. If not already enrolled, Client can self-enroll by logging into BusinessTrack.com and accessing Dispute Manager or logging into their Clover Dashboard and choosing Clover Disputes.
13) A TransArmor authorization fee for Token and Encryption or Token Registration processing. The fee applies to Visa, MasterCard and Discover Network Card (Credit and Non-PIN Debit), Discover EDC, American Express, American Express EDC, PIN Debit and EBT authorizations. Based on your current processing, the TransArmor authorization fee will be billed under one of the following statement descriptor, "TransArmor Token & Encrypt" or "TransArmor Token Registration". However, if your processing method changes, the TransArmor authorization fee may be billed under one or more of the following statement descriptors: (i) TransArmor Token & Encrypt, (ii) TransArmor Token Only or (iii) TransArmor Token Registration.
14) A fee that applies to each unique conversion of: (i) a Primary Account Number to a Token or (ii) a Token to a Primary Account Number.

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City of Beaumont, CA

Proposal Date: 06/24/2022

Merchant Services Product Sales Consultant: Todd Reed

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Discover® Network Card Program		Yes
Communications Method	line charges quoted separately	Frame Relay / IPN
Gateway		Authorize.net
Pricing Option		**Interchange + Assessments + Rate**

15) The price for the Clover Flex and/or the Clover Mini device(s) includes a starter kit and Clover Payments software. Client may choose a more advanced version of Clover software at an additional monthly fee per device and/or account, which will be assessed by Clover directly, and will not appear on Client's WFMS statement.
17) The fees for Clover Go are charged by WFMS. Clover Hardware is not required to use Clover Go. If Client adds Clover Hardware and chooses to upgrade to a more advanced version of Clover software, Client will be assessed by Clover directly with an additional monthly fee per device and/or account, which will not appear on Client's WFMS statement.

If Client has selected to accept TeleCheck Services, if applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

If Client does not follow proper authorization procedures, a $50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may Chargeback without first sending an Inquiry any time a Cardmember disputes a charge for any reason other than actual or alleged fraud. If in any three (3) consecutive months, the monthly ratio of Chargebacks (less Chargeback Reversals) to gross Charges (less Credits) exceeds one percent (1%), then an Excessive Chargeback fee for in the amount of $25 per Chargeback will be applied after the "excessive chargeback" threshold has been met.

If Client elects to respond to a Chargeback via fax or mail, a $10 dispute fee will be assessed for each response submitted. Business Track Dispute Manager and Clover Disputes are available as an online option at no additional cost. If not already enrolled, Client can self-enroll by logging into BusinessTrack.com and accessing Dispute Manager or logging into their Clover Dashboard and choosing Clover Disputes.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

By acknowledging these Pricing Terms, Client is expressly agreeing that WFMS may share all of Client's personally identifiable information (for example, postal and email addresses, tax identification numbers, names and social security numbers of the authorized signer on the Client's Agreement with WFMS, account information, etc.), as well as Client's American Express transaction information (for example, all information required by American Express evidencing charges or credits, including information obtained at the point of sale, information obtained or generated during authorization and settlement, and any chargeback or other fee information related to an American Express payment card transaction), with American Express. American Express may use and share this information to perform its responsibilities in connection with the American Express payment card acceptance services that Client receives under the Client's Agreement with WFMS. American Express may also use and share this information to promote the American Express Network, to perform analytics and create reports, and for any other lawful business purpose including to call Client or send Client communications or materials via direct mail, email, SMS, text or facsimile regarding American Express products, services and resources available to Client. Client consents and agrees to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) Client has provided. If Client has provided a fax number, Client consents and agrees to receiving fax communications from American Express. In connection with the foregoing, Client understands that the calls made or communications sent to Client by American Express may be subject to charges or fees by Client's telecommunications or other applicable service provider that are Client's responsibility to pay. If Client does not wish to receive marketing or other communications from American Express, or if Client wishes to discontinue accepting American Express payment cards, Client must contact WFMS at 1-800-451-5817 to disable Client's American Express acceptance services, and Client will no longer be permitted to accept American Express payment cards.

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Wells Fargo Merchant Services, L.L.C.- ("WFMS") - Pricing Terms

City of Beaumont, CA

Proposal Date: 06/24/2022

Merchant Services Product Sales Consultant: Todd Reed

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Communications Method	line charges quoted separately	Frame Relay / IPN
Gateway		Authorize.net
Pricing Option		**Interchange + Assessments + Rate**

The Operating Rules include summaries of some of the key rules and regulations from the Card Payment Networks that merchants must adhere to in connection with their card acceptance practices. For example, they describe the process for submitting card transactions for payment, obtaining authorizations, responding to chargebacks and media retrieval requests, and other aspects of our services. Client is required to comply with these Operating Rules in addition to all other applicable payment network rules. **The Operating Rules also include additional terms and conditions applicable to Client's American Express Card Acceptance. By accepting American Express cards after the effective date of these Pricing Terms, Client is expressly agreeing that the terms and conditions of Client's agreement with WFMS, including the terms and conditions of the Operating Rules, also apply to Client's American Express accceptance.** To obtain the latest copy of the Operating Rules that includes updates from American Express, please download them from this website: www.wellsfargo.com/operatingrules. Client may also contact WFMS at 1-800-451-5817 to request a paper copy of the Operating Rules.

Additional Notes:

MCC Code	MCC Description
9399	GOVERNMENT SERVICES, NOT ELSEWHERE
4900	UTILITIES-ELECTRIC,GAS,WATER

Terms and Conditions of WFMS - Pricing Terms:

1) WFMS pricing as provided in its response to this RFP is based upon the information provided by City of Beaumont, CA (e.g., existing processing technology, number of merchant accounts, etc.) as of the date the pricing provided in WFMS RFP response was created. In responding to this RFP, WFMS only agrees to be bound to the pricing WFMS provided therein to the extent that the assumptions upon which it was based, was reasonably derived in relation to the information provided by City of Beaumont, CA as of the date of the creation of that pricing, are accurate and unchanged. In the event that WFMS is the successful bidder, and City of Beaumont, CA subsequently provides additional information to WFMS that would affect the pricing (including pass through fees paid by City of Beaumont, CA), WFMS shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by City of Beaumont, CA. Further, should WFMS be the successful bidder for this RFP, City of Beaumont, CA shall be required to execute a Final Pricing Terms document.

2) Pricing may require an re-evaluation if the annual net sales volume or average transaction size are not as expected or if you significantly alter your method of doing business.

Card Type	Annual Net Sales Volume	Annual Net Transactions	Transaction Size
Visa / MasterCard / Discover	$6,237,962	45,965	$135.71

3) Should any terminal require a reprogramming for credit card, non-bankcards or debit cards, the reprogramming charge is $75 per terminal and $150 per terminal with an integrated PIN Pad. This price includes download and telephone training. Customer owned PIN Pads require encryption and are charged a security swap fee of $75 per PIN Pad.

4) This pricing proposal assumes that City of Beaumont, CA will utilize First Data Merchant Services' North authorization network and First Data Merchant Services' North settlement/reporting platform.

5) Should City of Beaumont, CA require development needs of unique functionalities outside of certification, the City of Beaumont, CA will be billed $85 per hour of programming needed.

6) On-site service, outside of training provided by the Account Manager, will be billed at a rate of $70 per hour. Travel related costs will be passed through to City of Beaumont, CA.

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Discover® Network Card Program		Yes
Communications Method	line charges quoted separately	Frame Relay / IPN
Gateway		Authorize.net
Pricing Option		**Interchange + Assessments + Rate**

Processing Solutions

Type	**Quantity**	**Financing Method**	**Total w/o TAX**	
Authorize.net	2	Purchase	N/A	
Clover® Flex 2nd Gen WiFi [15]	5	Purchase	$ 565.00	per device
Clover® Go 3rd Gen Reader [17]	5	Purchase	$ 69.00	per reader

***Prices and equipment availability are subject to change without notice.**

WELLS FARGO

Treasury Management Proposal

CITY OF BEAUMONT

Pricing as of June 2022

WF Code	AFP Code	Service Description	Charge Basis	Price	Monthly Volume	Activity Charges
		MERCHANT CARD SERVICES				
41912	070223	PMT GATEWAY CREDIT CARD TRANS	Transaction	$ 0.10	0	$ -
41913	070223	PMT GATEWAY ELECTRONIC CHECK TRANS	Transaction	$ 0.15	0	$ -
		ACH Origination fees apply to eCheck Trans				
41910	070223	PMT GATEWAY MONTHLY BASIC	Account	$ 30.00	0	$ -
41938	070223	PMT GATEWAY SUBSCRIPTION TRANS	Request	$ 0.05	0	$ -
		Subtotal				**$ -**
Total Monthly Activity Charges						**$ -**

		Setup Charges				
41918	070223	PMT GATEWAY SET UP	Account	$ 125.00	0	$ -
		Total Setup Charges				**$ -**

Disclosur

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Services with No Volumes

Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

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Sunil
Chief Information Security Officer
Wells Fargo Bank, N.A.

April 18, 2022

Dear Customer:

This letter provides an overview of the Wells Fargo Information Security Program for our commercial, government, institutional, and other customers.

Information Security Risk Management Program

Wells Fargo considers the security of our customers' data a top risk priority. We have a comprehensive, enterprise information security risk management program (IS Program) designed to safeguard the security and confidentiality of customer information globally. The IS Program is designed to:

- Safeguard the security and confidentiality of customer information;
- Defend against anticipated threats or hazards to the security of information;
- Protect against unauthorized data access or use that results in substantial harm to the customer; and
- Ensure proper disposal of customer and consumer information.

The IS Program is designed to enhance information security governance and effective information security risk management. The IS Program is structured around an information security domain program that is influenced by prevailing industry standards and Wells Fargo experts (described below under Information Security Domains).

Information Security Governance

The Wells Fargo Board of Directors annually approves the Wells Fargo IS Program and receives regular updates. Wells Fargo's Information and Cyber Security organization (ICS) is led by the Chief Information Security Officer (CISO). ICS is responsible for managing information security enterprise and ensuring information security risks are managed within the company's risk appetite. ICS defines and executes core front-line information security controls to protect Wells Fargo systems, networks, and customer data through the design, execution, and oversight of the IS Program. ICS also dedicates Business Information Security Officers (BISOs) to each line of business to serve as security experts and provide strategic guidance.

All Wells Fargo organizations, employees, and contingent resources with access to Wells Fargo systems or sensitive information are required to adhere to Wells Fargo's IS Program. Third parties and other non-employees with access to Wells Fargo systems or sensitive information are required to adhere to ISO 27001/27002 Standards on Information Security Management, or any successor standard (or alternate information security industry-recognized standards, e.g., Interagency Guidelines Establishing Information Security Standards, FFIEC IT Handbook – Information Security Booklet, and NIST SP-800-53 Security and Privacy Controls for Federal Information Systems and Organizations). The IS Program includes requirements to ensure that information and cyber security risks are effectively identified, assessed, mitigated, and reported throughout Wells Fargo in and outside the United States.

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IS Program Standards

The Wells Fargo IS Program consists of policies, procedures, and controls adopted from industry standards and best practices, including:

- National Institute of Standards and Technology (NIST) Cybersecurity Framework;
- NIST 800-53 Revision 5: Security and Privacy Controls for Federal Information Systems and Organizations;
- International Organization for Standardization (ISO) 27001:2013 standard;
- COBIT 5; and
- Federal Financial Institutions Examination Council (FFIEC) IT Handbook.

Through its independent information security risk management oversight program, Wells Fargo Information Security Risk Management Oversight (ISRMO), oversees and credibly challenges ICS on its control requirements and risk posture. ISRMO works closely with the CISO to ensure implementation and sustainability of an effective IS Program.

Cloud

Wells Fargo's approach to cloud security is based on three key focus areas:

- Cloud Control Framework: To manage risk in the cloud, we developed a cloud security strategy and defined a proprietary cloud security control framework based on industry authoritative sources (e.g., CSA and NIST) that applies to all cloud computing service models like Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and deployment types, such as private, public, and hybrid. The framework is continuously refined to adapt to evolving threats and emerging regulations. Cloud service providers are required to adhere to the Wells Fargo cloud security control framework.
- Control Implementation: In alignment with the cloud security control framework, we deploy cloud security controls and enable consistent security configuration of cloud platforms and applications.
- Continuous Monitoring: Repeatable and scalable processes monitor cloud security control requirements and effectiveness across the cloud computing environment, leveraging automated capabilities wherever possible.

Information Security Domains

The IS Program is organized around asset domains (what we protect) and process domains (how we protect). Itis designed to improve transparency, accountability, and consistency across the enterprise. The information security domains support existing information security risk management governance and are managed by domain owners who report to the CISO.

The information security domain model supports information security governance, transparency, and consistency across Wells Fargo's global enterprise. The nine domains are:

Asset Domains	**Process Domains**
Application Information Security	Cyber Defense Management
Information Protection	Identity and Access Management
Infrastructure Information Security	Information Security Risk Management
Workforce Accountability	Third Party Information Security Management
	Vulnerability Management

Each domain is described below.

Application Information Security

The Application Information Security Domain provides an enterprise-wide set of policies, standards, controls, processes, and education necessary to reduce vulnerabilities that can be introduced through the software development lifecycle in Wells Fargo business applications. Effective Application Security reduces the risk that the company will have a material security breach or other significant impact resulting from our application portfolio.

Application security standards are a set of control requirements that must be met within the software development life cycle. From development, design, pre-production security (final) reviews before implementing or deploying the application within the Wells Fargo environment, through ongoing security monitoring, to final retirement. Application security controls are provided through security practices and capabilities, enabling these requirements to be met and validated as part of the lifecycle. A governance function provides oversight and assurance to validate that the controls remain effective.

The Application Information Security domain has developed secure software development requirements, which have been integrated into the Enterprise Software Development Lifecycle (SDLC). These requirements reduce application security defects before source code is promoted to production, including mobile software. As part of this domain, Wells Fargo Technology teams must complete specified application security practices in each phase of the enterprise software development lifecycle whenever code changes are introduced and, in the absence of code changes, at least once every 12 months. In each phase of the SDLC, standards and tools highlight the required application security activities. Completion of application security practices is supported by a comprehensive project methodology from trained project management staff and validated through pre-production security and compliance reviews.

Information Protection

The Information Protection domain provides high quality, stable, and scalable security solutions that enable Wells Fargo to deploy secure products and services to our customers and across the company. These security solutions include network security services that provide policies, perimeter controls, and network security compliance support; security authentication and access for privileged access, high-risk transactions, and remote access; endpoint security and server infrastructure management, distributed platform management; and content filtering and relationship management for infrastructure critical security controls.

The Information Protection domain includes policies and controls related to Wells Fargo's global operations, which are supported by employees and third parties (collectively "Personnel") located in the United States and a number of other countries. The IS Program includes policies to appropriately protect and control access to customer information and related data at all of Wells Fargo international operations, and limits access to customer information and related data to Personnel with an approved business need to know.

The Information Protection domain includes data protection management policies and procedures that reduce the risk to Wells Fargo from incidents related to information theft, loss, or disclosure. Hard-drive encryption is required by policy and implemented on all laptops and desktops. Email encryption is required by policy and implemented for all restricted data and confidential data sent via email externally. Corporate workstations and laptops disable by default the ability to read or write from a USB port, unless approved through an exception process that requires use of an approved device.

Data classification, Cryptography, Data Loss Prevention (DLP), and media handling are key components of information protection management and are discussed below.

Classification
Information protection policy requires data classification (i.e., public, internal use, confidential, restricted) and controls based on data type. Approved controls (at a minimum, encryption or tokenization) are required for confidential information transmissions over any non-Wells Fargo network; storage on workstations, portable digital storage media, and backup tapes; and storage on servers, storage devices, and externally hosted services.

Cryptography
Cryptographic algorithms, key lengths, and solutions must be approved by Information Security Architecture and Information Protection Engineering and follow the latest American National Standards Institute (ANSI), ASC X9, International Organization for Standardization (ISO), Payment Card Industry (PCI), and United States National Institute of Standards and Technology (NIST) standards. There is an established cryptographic key management process to manage, exchange, and distribute keys within Wells Fargo or with third-party vendors. Encryption keys are rotated according to established timeframes based upon Key Management Lifecycle (KML) requirements.

Data Loss Prevention
The Data Loss Prevention (DLP) Program focuses on monitoring data in motion, data in use, and data at rest, in order to reduce the risk of accidental or malicious transmission of certain sensitive information, including credit card numbers, various types of account numbers, and select personal information data elements. The DLP applications alert and conditionally block data transfers when policy violations are detected. DLP controls have been deployed for monitoring and content-sensitive blocking of outbound email, web posts (HTTP, HTTPS), and content saved to removable media. Certain data-at-rest environments are scanned for unsecured files containing sensitive data.

Media Handling
Wells Fargo is responsible for information in its possession on all types of media. We have established standards to govern handling of information media containing personal, financial, and other sensitive data.

In addition, Wells Fargo has taken additional precautions during the COVID-19 pandemic to protect our customer and related data, infrastructure and systems due to the increase in the number of our global Personnel working remotely.

Infrastructure Information Security
The Infrastructure Information Security domain provides the controls, processes, and education necessary to reduce vulnerabilities that can be introduced through technology solutions deployed within the Wells Fargo infrastructure and used by company personnel. Effective security infrastructure management reduces the risk that Wells Fargo will have a material security breach or other significant impact from the computing infrastructure.

Malware and Mobile Code Protection
Malware protection and anti-virus controls are distinct components of Wells Fargo's IS Program standards. The standards require the installation, use, and maintenance of anti-virus and anti-malware software to detect malicious code on hardware, software, networks, and/or mobile devices. Testing and employment of the software is required, and virus definitions are updated as they become available. It is Wells Fargo's practice to perform anti-virus scanning at predefined intervals. In addition, corporate practices prescribe requirements for malicious code protection and provide instructions that prohibit the introduction of any computer code designed to self-replicate, damage, or otherwise hinder the performance of, or access to corporate information resources. The malicious code protection controls include consequences for violating these prohibitions.

Network Architecture and Security Monitoring
The Wells Fargo network security architecture is reviewed and approved by the Wells Fargo Architecture Review Board. Device types connecting to the Wells Fargo Network are also reviewed by the Architecture Review Board. The company has

a compliance policy and continuously scans network devices for compliance and vulnerabilities. Results are provided to the relevant authority for remediation based on risk and severity.

Changes to our production systems must adhere to the corporate change control management process. Proposed environment changes are reviewed to ensure compliance with standards and approved by management prior to execution. Validation is performed when change activity is executed. System level updates (such as security updates, software upgrades, and so forth) are reviewed and periodically applied as appropriate.

Wells Fargo has a mature, risk-based security monitoring program that functions as part of a larger defense-in-depth model. This program uses guidance from many industry best practices (e.g., SANS, OWASP) to ensure high-risk vulnerabilities are identified. As a part of the program, both automated and manual testing is conducted at least annually, depending on scope and risk.

The monitoring program includes:

- Vulnerability scanning, web application testing, and penetration testing;
- Examining routing tables, validating all registered and internal IP addresses;
- The use of commercial, non-commercial, and internally developed scanning tools;
- Scans originating from both the internet and from within the internal network; and
- A defined process for remediating findings and retesting based on risk and management directives.

Physical and Environmental Security

Wells Fargo has a Physical Security Policy that defines the necessary physical access control systems, exterior security controls, camera surveillance, mantraps, security guards, physical security, and environmental controls. In addition, our Physical Security Policy outlines how the company ensures the safety and security of Wells Fargo employees and the data center computer operations.

Wells Fargo data centers are unmarked, non-descript facilities that are located in geographically dispersed locations throughout the United States. They are located in single-tenant facilities that are owned and operated by the company. Physical security controls are regularly tested to ensure they are functioning properly.

Workforce Accountability

Wells Fargo employs controls and processes to ensure employees, contingent resources, and third-party service providers are aware of and able to execute information security responsibilities.

Personnel Training

All employees and non-employees with access to Wells Fargo's systems or customer and consumer information must take annual training relating to information protection. Enterprise training, policies, and information handling standards continue to be updated to provide employees the information they need to understand their role in protecting customer and consumer information. In addition, employee and non-employee background checks are performed prior to onboarding and hiring. Background check contract requirements and oversight are also in place for all third-party service providers that handle Wells Fargo's customer information.

Cyber Defense Management

The Cyber Defense Management domain is led by the Cyber Security Defense & Monitoring (CSD&M) team within ICS. By monitoring, analyzing, and assessing the threat landscape this team leads enterprise efforts to reduce Wells Fargo's exposure to cyber-attacks and track adversary activity data. CSD&M is responsible for reducing exposure to cyberattacks through 24/7/365 monitoring of several key information and cyber security control areas including:

- Cyber Threat Fusion Center (CTFC)
- Security Content Development (SCD)
- Threat Detection Services (TDS)
- Cyber Threat Management (CTM)
- Threat intelligence
- Adversarial simulation
- Cyber resiliency
- Data, analytics and reporting
  - Vulnerability reporting
  - Patch management reporting
  - Security configuration reporting

CSD&M often uses various evaluation tools to periodically measure how well cybersecurity risk management practices are integrated into the company's overall risk management practices.

Cyber Security Incident Management and Response

Wells Fargo has a comprehensive process in place to detect and report security breaches, loss of equipment that contains customer information, loss of files, and unauthorized access to our networks. The company reports actual and reasonably possible information and cyber security and/or privacy breaches when required to appropriate regulatory bodies, including the Office of the Comptroller of the Currency (OCC), Federal Reserve Board (FRB), and Federal Deposit Insurance Corporation (FDIC), along with notification to the impacted customers and state regulatory authorities.

There is an established incident management program that has been approved by management, shared with appropriate constituents, and assigned an owner to maintain and review the program. The incident management program includes an incident response plan and guidance for escalations, procedures to collect and maintain a chain of custody for evidence during incident investigation, and a feedback process to ensure those reporting information security events are notified of the results after the issue has been addressed and closed. The program also contains actions to be taken in the event of an information security incident, a formal disciplinary process for dealing with those employees or contingent workers who commit a security breach, and a process for assessing and executing customer and third-party legal, regulatory and contractual notification requirements. Events relevant to supporting incident investigations are also regularly reviewed using a specific methodology to uncover gaps and areas of improvement.

Vulnerability Management

The Vulnerability Management domain identifies, communicates, and mitigates vulnerabilities that can be exploited to compromise Wells Fargo's technology assets. Vulnerability detection tools and techniques, including penetration testing and vulnerability scanning, are required for Wells Fargo-owned and managed systems, as well as for third-party service provider infrastructure and products, in order to identify system security vulnerabilities. Vulnerability Management primarily focuses on promptly and accurately identifying and accessing vulnerabilities using best-in-class methodologies, tools, industry expertise, and the following practices:

- Mature and continually improve scanning coverage and build automation;
- Monitor and report on remediation timelines to show adherence to policy;
- Mature reporting and metrics measure risk associated to detected vulnerabilities;
- Execute an industry-leading offensive security program; and
- Continually mature our capabilities to assess risk within Wells Fargo through mature asset discovery, scanning, and correlation of near real-time cyber threat intelligence.

Identity and Access Management

The Identity and Access Management (IAM) domain is an ongoing practice to ensure the right access is granted to the right individuals while restricting access and reducing risk to sensitive enterprise systems, assets, and information. This is accomplished through five key controls: provisioning, de-provisioning, certifications, authorization, and authentication.

The type and extent of logical access controls to the Wells Fargo network and systems are determined by risk criteria. Corporate standards prohibit access without a strict business need-to-know. The company issues unique user identifications (user IDs) for access to networks and systems, which do not contain confidential or identifying information. Wells Fargo standards prohibit the sharing of user IDs.

To the extent possible, centralized IAM technologies are utilized to grant access rights based upon the user role and need to access certain systems, applications, and data. User access rights are regularly reviewed through validation of continued business need. Passwords use non-display or masked fields for entry. Standards are in place to establish password complexity, change timeframes, and reuse criteria. All passwords are required to be encrypted. Multi-factor authentication is used as appropriate throughout the enterprise to further strengthen access controls and in compliance with regulations for high-risk transactions and asset access.

Network systems use an approved logon banner with appropriate prompts. System logon failures display a generic error message without specific reference to the error. System access and activity logs are reviewed for evidence of unauthorized activities and password violations.

Privileged Access Program

As part of IAM, the Privileged Access Program provides strategic leadership and execution for managing privileged access on enterprise-wide platforms and applications. This program provides oversight and governance concerning privileged access, including metrics and reporting, to ensure that privileged access across Wells Fargo is managed to the appropriate level of risk.

Information Security Risk Management

Wells Fargo is committed to protecting customer, employee and company information by managing information security risks that are prevalent in nearly every aspect of the company's business. Wells Fargo meets this commitment through the Information Security Risk Management (ISRM) domain which includes well-defined information security risk management processes, controls, procedures, and tools.

The ISRM domain provides the day-to-day risk management and governance necessary to strengthen information security risk management at Wells Fargo by:

- Providing timely risk intelligence to individuals who own, manage and report on information security risk;
- Promoting informed business decisions through earlier engagement and a more complete risk profile and the enterprise, line of business, and asset levels; and
- Providing information security risk assessments for all information assets and reporting on the results of security measures of performance.

Information owners must create a detailed adherence plan for any system or application that is not in compliance with information security policies and control requirements, and they must use the Information Security Policy Exception Management process to track non-adherence.

Third Party Information Security Risk Management

Wells Fargo has an established Third Party Risk Management Program. The program reviews and evaluates third parties prior to engagement and throughout the third-party relationship using risk assessments conducted at intervals driven by the services provided.

Third parties and their employees are required to adhere to ISO 27001/27002 Standards on Information Security Management, or any successor standard (or alternate information security industry-recognized standards, e.g., Interagency Guidelines Establishing Information Security Standards, FFIEC IT Handbook – Information Security Booklet, and NIST SP-800-53 Security and Privacy Controls for Federal Information Systems and Organizations).These standards also apply to all Wells Fargo non-employees located outside of the United States who have access to company and consumer information for purposes of delivering services to or on behalf of the company. As part of this compliance obligation, contracts are in place with each third party that include the appropriate confidentiality language, non-disclosure agreements, and information security provisions.

Thank you for using or considering Wells Fargo to support your business and helping achieve your goals.

Sincerely,

Sunil Seshadri
Chief Information Security Officer
Wells Fargo Bank, N.A.

This document provides an overview of Wells Fargo's IS Program as of the date of publication and is provided as a non-binding description of the program. This description does not modify, amend, or supplement any agreement, warranty or representation unless expressly stated. Wells Fargo may modify or replace the IS Program and related domains, policies, or procedures described here, without providing notice, where such modifications do materially alter the protections to your information. The only information-security terms, obligations, or commitments binding Wells Fargo will be in an agreement in which an authorized representative signed on behalf of Wells Fargo as a party.

WELLS FARGO

Business Continuity Planning

Overview for Wells Fargo Clients and Business Partners

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Wells Fargo is committed to service excellence. A strong and viable business continuity planning program is a key component of Wells Fargo's commitment to service and is part of our normal, ongoing business practice.
Business continuity entails proactively developing procedures that enable an organization to respond to events impacting business operations in a manner that allows critical functions to continue without customer impact.
The material presented below provides an overview of the approach endorsed by Wells Fargo's management and adopted throughout the enterprise.

Business Continuity Methodology

The objective of business continuity planning at Wells Fargo is to provide continuous service, and to meet business and legal obligations to customers. Business continuity plans are created and maintained for business and technology areas within each line of business. These plans are designed to safeguard and protect team members, customers, cash flow and long-term market share in the event of an unplanned interruption to lines of business. Standard elements of the Wells Fargo business continuity program include:

- Procedures for communication with customers, suppliers, and essential staff
- Prioritization of business functions and technology
- Identification of potential risks and controls for mitigation
- Identification of alternate strategies and recovery procedures
- Training staff on implementation of recovery procedures
- Recovery of technology and data
- Identification of internal and external dependencies
- Annual plan review, maintenance and testing

Wells Fargo understands that it has a responsibility to prepare for any type of disruption, and is committed to meeting the needs of our customers, while being supportive of our employees. As interruptions may vary in nature and scope, Wells Fargo plans for the following high-level scenarios:

- Loss of Technology (e.g., data center impacts, telecommunications failures, cyber response, etc.)
- Loss of Facility (e.g., building fire, flooding, etc.)
- Pandemic Loss/Reduction of Human Capital (e.g., pandemic, transit strikes, etc.)
- Loss of Third Party Service Provider

In order to maintain readiness of business continuity plans, Wells Fargo has established the following requirements for both business and technology:

- Business continuity plan units identify inherent risks, taking into account the probability and impact of those risks, and document the associated risk-mitigation controls within the plan.
- Each group is required to store a copy of their plan off-site. Additionally, all plans across the organization are stored in a centralized electronic repository managed by the Enterprise Business Continuity Planning Group.
- Each group is required to perform exercise and maintenance tasks throughout the year.
- Business continuity plans containing critical functions are validated via simulations at least annually. Plans containing critical functions may also be reviewed during regularly-scheduled internal and external audits.
- Wells Fargo ensures key third party providers align with and support Wells Fargo business continuity recovery requirements.

An independent review of business continuity plans containing critical functions is conducted annually by the Enterprise Business Continuity Planning Group. This review examines plan content to ensure compliance with current requirements established by the Enterprise Business Continuity Planning Group.

Technology Planning Methodology

Wells Fargo provides for internal recovery of its major data centers. It is Wells Fargo's strategy to place production within primary data centers, while technology recovery and development should be located at other data center sites. Wells Fargo's strategy is to maintain sufficient equipment at a recovery location to enable critical processing to be restored in a minimal amount of time. For applications supporting critical functions, in order to facilitate a quicker recovery, as production data changes, corresponding data may also be updated at the recovery site.

Steps are taken to mitigate the impacts of threats to all major processing centers through redundant systems or other protective measures. In spite of the preventative measures, if a disaster should occur, plans are in place to restore processing as quickly as possible.

- A common approach and methodology has been implemented for the recovery of Wells Fargo data centers.
- Network Services between all store locations and the data centers can be restored utilizing automated rerouting technology. This rerouting capability is tested on a regular basis.
- Wells Fargo's comprehensive business continuity planning program includes the maintenance of documentation associated with technology recovery into the overall business continuity plans within each line of business. Completeness of plans that support applications for critical function is verified during annual internal reviews, regular audits, and various testing during technology recovery exercises throughout the year.

Risk Avoidance

Wells Fargo has implemented many features designed to mitigate the effects should a business interruption occur. These features are continually under review and upgraded as necessary to ensure they are accurate to support the changing enterprise environment and needs.

Features include:

- Physical Access Controls – Data centers, operations centers, and many sensitive business units have implemented card access to control physical access to work areas. In addition, data centers and operational centers have security personnel on site.
- Logical Access Controls – Wells Fargo utilizes software on all computing platforms to appropriately restrict access to data and transactions to authorized persons only.
- Virus Protection - Virus protection software has been installed on all workstations, laptops, servers and local area networks.
- Network Access Controls – Network access controls have been established in the form of a gateway between Wells Fargo's internal network and the public sector. A firewall is in place between the public segment and Wells Fargo's internal network to restrict unauthorized access. All access to the Wells Fargo internal network is designed to pass through the firewall component.
- Alternate Power Sources – Wells Fargo's data centers and major operations centers have uninterruptible power supply (UPS) devices to provide short-term, uninterrupted power to critical hardware; and diesel generators provide long-term power. These devices are automatically triggered so that a loss of commercial power will not shut down the facility. The generators are tested on a regular basis.

Summary

Wells Fargo takes seriously its obligation to use all financially reasonable means to assure business continuity for the company and its customers. However, the forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption. This document is intended only to provide an overview of the business continuity planning process at Wells Fargo, and nothing in this document modifies, amends or supplements any agreement or other warranty or representation with respect to Wells Fargo products or services, including the availability of such products or services. Wells Fargo may change procedures and protections described in this document, without providing notice, as it deems appropriate.

For further information, please contact your Wells Fargo Representative.

WELLS FARGO

Business continuity and resiliency

Business continuity and resiliency

Recent history shows us that having a solid business continuity plan in place, no matter the cause of the disruption, can be critical to business success. Wells Fargo seeks to manage this risk in accordance with our Business Resiliency and Disaster Recovery Risk Management policy and business procedures to achieve business goals and comply with laws, rules, regulations, and regulatory guidance to protect our customers and ourselves.

We have formal teams dedicated to managing disruptions to our services. Our Enterprise Business Continuity Resiliency Planning office sets the standards for our organization. Each business, in conjunction with operational risk management partners, helps ensure preparedness and compliance at the organizational levels.

Standard elements of our business continuity and resiliency programs include:

- Annual plan review, testing, and maintenance
- Identification of alternate strategies and recovery procedures
- Identification of internal and external dependencies
- Identification of potential risks and controls for mitigation
- Prioritization of business functions and technology
- Procedures for communication with customers, suppliers, and essential staff
- Recovery of technology and data

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General program elements for our enterprise

Testing recoverability

We update and test our recovery procedures regularly, with the frequency and timing varying by business function or application. We exercise essential business recovery procedures and systems at least annually.

> Teams on call 24 hours a day, seven days a week, ready to respond to a disruption.

Critical functions

After a disruption, we prioritize restoring and maintaining normal service levels for our critical functions. We have teams on call 24 hours a day, seven days a week, ready to respond disruptions.

Components of our recovery plans vary based on the potential business disruption, such as a loss of facility, loss of technology, or significant reduction to our staff. We identify the main areas most commonly affected, and provide our general approach to each.

We've dispersed our data and operation centers strategically across multiple locations to minimize potential disruption within a specific geographic region.

Data centers

We engage our technology teams quickly when we detect a disruption at a primary data center. Our technology teams assess the situation and determine next steps based on the nature of the disruption. If we need to shift processing to an alternate data center, we can because we maintain redundant platforms for our business critical services. All alternate sites have sufficient capacity to maintain processing for an extended period.

In most situations, we can restore service at a primary data center for critical services within 12 hours.*

*This 0-12 hour goal does not guarantee that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

Operation centers

If a disruption occurs at one of our primary operation centers, we use an identified backup site to take over day-to-day processing and support. We use our backup site until the primary site returns to normal conditions.

Program elements specific to treasury management

In addition to our enterprise program elements, we've incorporated the following elements into our business continuity resiliency plans for our treasury management services.

Communication

Notification methods to inform you of a service disruption include:

- Phone calls or emails from your client service officer
- Recorded messages from our Customer Care for Businesses (CC4B) Service Office advising you about system issues when you contact us though our toll-free number
- System status alerts displayed on the homepage of our online banking portal

The method we use to communicate with you depends on the nature of a disruption.

If a disruption prevents you from accessing your information, your relationship team or client service officer can help. They have access to bank systems and can provide the account information, balances, and other data you need to continue operating.

Backup strategies for online channels

Online banking portal

If the online banking portal experiences a disruption, we use our backup environment as needed. We maintain a duplicate environment of our online banking portal in a separate location. We monitor the readiness of the alternate site actively by using it to deploy code enhancements and enact disaster preparedness simulations.

Mobile service

We have a backup environment for our mobile platform* in the event of a system outage. Our mobile service and online banking portal channels use different web addresses and user interfaces. This arrangement means that, depending on the nature and root cause of an outage, users may be able to access services through the mobile service if our online banking portal experiences a disruption.

Additionally, our mobile token feature allows users to use their mobile devices in place of physical tokens to access secure services. This access can be helpful in instances when a disaster event separates users from their physical tokens.

* Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

Backup strategies for core services

ACH

When we invoke our ACH recovery plan, processing diverts to a backup site. We can recover with minimal down time because we run ACH production simultaneously at our primary data center and at our backup sites.*

The diverse geographic locations of our processing centers help to minimize potential disruption. However, the severity or nature of a specific event may require use of manual backup procedures.

As a contingency step, we recommend that you establish an alternate method of initiating payments, such as our online ACH payments service,† to upload files or manually key in payment information.

* Running simultaneous ACH production does not guaranty that certain events will not affect Wells Fargo systems or that we will achieve specific recovery times in the event of a disruption.

† You will need to enroll in the CEO® ACH Payments service separately from the direct origination service and plan for implementation prior to an emergency.

ACH Fraud Filter

Business disruptions can create opportunities for fraud. It's important that during a disruption you can continue to view details and make decisions on your ACH transactions. You can access our ACH Fraud Filter service online or through our mobile service. Alternatively, you can obtain ACH information by calling our CC4B Service Office or your client service officer.

Lockbox

If we invoke our business continuity resiliency plan, lockbox processing at the affected site diverts to a backup site, as needed. The specific location of the backup site will depend on the impact of the disruption. Alternative processing may include diverting mail delivery from the affected primary site to the backup site.* In such a case, after we receive mail at the backup site, we follow customer-specific instructions to process checks, capture accounts receivable data, and image checks and invoices. We notify customers and couriers (as appropriate) about their impacted processing site or procedures.

* Depending on the severity of a disaster, delayed mail delivery may affect processing time, which could impact normal service level agreements.

Cash vault

If a primary cash vault site is unable to accept, deliver, or process cash, we divert functions to an identified backup site, as needed. The transportation distance between you and the backup site may delay receipt or delivery of cash. If such an event occurs, we take reasonable action to resume our normal cash delivery service levels as soon as possible, given available transportation options.

Wires

When we invoke our business continuity resiliency plan, processing diverts to a backup site. Each backup site has the ability to accept transferred wire processing workloads, including wires initiated by telephone.

We maintain redundant connections to two different Federal Reserve Banks, which minimizes potential disruption within a geographic region. We conduct comprehensive joint testing with the Federal Reserve Bank on a quarterly basis.
You can also enroll in a backup wire transfer channel. For example, you can choose from telephone-initiated wires or our mobile service to access select functions of our wire transfer service.*

* You will need to enroll in backup wire services separately and plan for implementation prior to an emergency.

Check outsourcing

Our facilities, employees, and business functions are geographically disbursed, and if one site is unable to function, we move check printing to our other site. The sites mirror each other and operate in the same way, making it easy to transition print jobs from one site to another.

Foreign exchange online

If you are unable to complete a foreign exchange transaction through our online banking portal, you can call or email your foreign exchange specialist for help to complete your transaction.

Account reconciliation plans and positive pay

If you're unable to access our online banking portal or send files using data transmission because of a business interruption, you can key small-volume issues, cancellations, and voids through our mobile service.*

* You do not need to enroll in the mobile service in advance of a disruption. Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

Remote deposit

We automatically store checks that you scan through our remote deposit service on our servers. If a power outage or other disruption prevents you from completing a deposit, it remains in a pending deposit status. It remains in this status until you can access the system again. You'll have the opportunity to review the deposit before submission to the bank, which helps ensure the inclusion of all your checks. As a backup, you can make deposits using our mobile deposit service* or take your deposit to a Wells Fargo branch.

* You do not need to enroll in the mobile service in advance of a disruption. Supported devices include iPhone, iPad, and Android. Download the latest version of the CEO Mobile® app available for your device from the Apple App Store® or Google Play™ store.

Transmission service

We have a backup environment for our browser-based transmissions service. It includes an alternate website in case our online banking portal is unavailable. As a best practice, we recommend that customers leverage URLs if using automation scripts and not IP addresses, which are subject to change.

Commercial card

Our business continuity resiliency plan includes contingency planning and routine data backups. We are on call 24 hours a day, seven days a week during incident response. In most situations, restoration of commercial card processing can occur within 12 to 24 hours, and restoration of our expense management service can occur within four hours of disaster declaration.*

* The forgoing does not constitute a representation or warranty that certain events will not affect Wells Fargo systems or that Wells Fargo will achieve specific recovery times in the event of a disruption.

Third party providers

We use third-party service providers and contractors to support a variety of functions. We evaluate each of them prior to the execution of a contract for services, and beyond. Our evaluation uses a risk-based approach to assess providers as we review, select, and monitor their performance.

Our Vendor Management Program conducts service provider validation and joint testing of our essential providers. It includes an assessment of the service provider's ability to meet our disaster recovery standards for service level agreements and recovery time objectives.

Keeping current

To keep current with changes in the business continuity resiliency and disaster recovery industry, we're active in forums that discuss and share best practices.

The forums include:

- Disaster Recovery Institute International
- Financial Industry Regulatory Authority
- Global Financial Markets Association
- The Institute of International Finance

Wells Fargo's point-of-sale solutions

Take payments with ease – at the counter, curbside or on the go

Choose the equipment that's right for your business

We offer a full range of point-of-sale options to meet your individual business needs – from a simple solution you can pair with your mobile device to a comprehensive, full-service payment processing and business system for your countertop.

Offer your customers more ways to pay

Increase sales by giving your customers more ways to pay, including contactless and digital wallet payment options like Apple Pay® and Google Pay™.

Help protect your transactions

Help safeguard your customers' card data with the latest security technology – including end-to-end encryption and tokenization. All solutions are PCI PTS certified.

Access convenient technology

Minimal equipment setup needed so you can get started taking payments without delay. And all options are convenient for business owners, employees, and customers to use.

Additional features

- Real-time access to transaction activity, and custom reports to identify trends and opportunities.
- Choose from a variety of features such as touch screen, large batch capacity, wired, or Wi-Fi connectivity.
- Some point-of-sale solutions have optional apps available to help you manage your business.

Use your current payment devices

We'll help you transfer your current system to minimize disruptions and avoid the additional expense of new hardware. If your device is not eligible for transfer, we can recommend an alternate solution.

View our options for point-of-sale systems to find the solution that's right for your business.

Point-of-sale devices and accessories are subject to availability.

To learn more, contact your Merchant Services specialist.

You may settle your Merchant Services funds to an account at the financial institution of your preference. When you use a Wells Fargo account for settlement or other Merchant Services purposes, you must use a Wells Fargo business deposit account.
Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.
Merchant Services are provided by Wells Fargo Merchant Services L.L.C. and Wells Fargo Bank, N.A. Merchant Services are not deposit products. Wells Fargo Merchant Services L.L.C. does not offer deposit products and its services are not guaranteed or insured by the FDIC or any other governmental agency.
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Accept payments with a terminal that's as adaptable as your business – from a flexible portable device to a compact countertop solution

Point-of-sale devices and accessories are subject to availability

	FD150	**RP10 PIN pad** (to use with FD150)	**Verifone V400c Plus**	**Verifone P200 PIN pad** (to use with Verifone V400c Plus)	**Verifone V400m**
Designed for	• Retail, restaurant, quick service, petroleum, and mail order/phone order • Multi-merchant (supports up to 99 merchants in same location) • Businesses that want to settle batches multiple times in a day	• Restaurants, retail, and personal service businesses that want a customer facing option for chip card insertion and PIN entry • **RP10 PIN pad must be connected to the FD150**	• Retail, restaurant, quick service, and mail order/phone order • Businesses that want a compact countertop device	• Restaurants, retail, and personal service businesses that want a customer facing option for chip card insertion and PIN entry • **Verifone P200 PIN pad must be connected to the Verifone V400c Plus**	• Retail, restaurant, and quick service • Businesses that want a compact mobile device
Device features	• Dial[1], wired internet or Wi-Fi connectivity • Combination terminal, PIN pad, chip card reader, contactless card, and mobile payment reader • Allows tax prompting on Visa and Mastercard commercial cards • Supports RP10 external PIN pad (optional) • Large batch capacity (450 transactions) • Software updates every 30 days • Supports industry-specific transaction information for auto rental and lodging businesses	• Combination PIN pad, chip card reader, contactless card, and mobile payment reader • Interactive payment process and ergonomic keypad, with visual display prompts and lights, and audio cues	• Wired Internet or 2.4GHz/5GHz Wi-Fi internet connectivity • Combination terminal, PIN pad, chip card reader, contactless card, and mobile payment reader • Can accept payments when device is offline using store & forward feature[2] • Allows for tax prompting on Visa and Mastercard commercial cards • Supports Verifone P200 PIN pad (optional) • Supports Spanish language terminal prompting and receipt text • Software updates daily	• Combination PIN pad, chip card reader, contactless card, and mobile payment reader • Interactive payment process and ergonomic keypad, with visual display prompts and lights, and audio cues	• 4G LTE AT&T Wireless Network functionality[3] • Supports 2.4GHz/5GHz Wi-Fi connectivity • Combination terminal, PIN pad, chip card reader, contactless card, and mobile payment reader • Can accept payments when device is offline using store & forward feature[2] • Allows for tax prompting on Visa and Mastercard commercial cards • Supports Spanish language terminal prompting and receipt text • Software updates daily
Security features	• PCI PTS approved. Version 5.x • Transport Layer Security (TLS) encryption • Password protection • Retail Address Verification Service	• PCI PTS approved. Version 5.x	• PCI PTS approved. Version 5.x • Transport Layer Security (TLS) encryption • Password protection • Retail Address Verification Service	• PCI PTS approved. Version 5.x	• PCI PTS approved. Version 5.x • Transport Layer Security (TLS) encryption • Password protection • Retail Address Verification Service
Hardware size	• 3.50" H x 3.70" W x 7.87" L	• 2.32" H x 2.87" W x 5.27" L	• 2.76" H x 3.15" W x 7.48" L	• 1.73" H x 3.15" W x 6.57" L	• 1.00" H x 2.98" W x 6.33" L
Display screen	• Touch-screen capability with 320 x 240 color display	• 2.4" 320 x 480 full color TFT display	• 3.5" Touch Screen capability with 320 x 480 color display	• 2.8" color screen	• 3.5" Touch Screen capability with 320 x 480 color display
Printer	Yes – 18 lines per second	No	Yes – 30 lines per second	No	Yes – 30 lines per second

1. Dial connection requires an analog phone line.
2. Offline payments, or store & forward capability allows merchants to take transactions, even when their device is not connected to the Internet. Offline payments, or store & forward capability allows authorizations to be attempted later when the device's connection has been restored. There are risks to accepting offline transactions. Payments accepted offline are not guaranteed to be approved. If an offline payment is declined, the merchant is responsible for working with the customer to collect the payment. Merchants must monitor all transactions they take offline, and they assume the risk for any chargebacks associated with offline transactions.
3. A monthly wireless fee will apply.

Combine payment processing and business management support with a Clover® point-of-sale system

Point-of-sale devices and accessories are subject to availability	**Clover Station Duo**[4] (formerly known as Clover Station Pro)	**Clover Station Solo**[4]	**Clover Mini**	**Clover Flex**	**Clover Go**
Designed for	• Businesses that want robust payment processing, business management capabilities, contactless PIN entry, and an interactive customer display • Counter/Quick service restaurants, retail, and personal services businesses that want an interactive customer display[4]	• Businesses looking for robust payment processing and business management capabilities • Table service restaurants, retailers, and personal services businesses that don't need a customer display	• Businesses that want robust payment processing and business management capabilities in a compact, space saving device • Restaurants, retail, and personal services businesses that want to replace a larger terminal with an all-in-one device	• Businesses that want to accept on-the-go payments and want the benefits of an onscreen signature pad, built-in printer, camera and QR scanner • Restaurants, retail, and other mobile businesses	• Businesses that want to use their own phone or tablet to accept payments, and email or text receipts • Caterers, florists, home appliance delivery and repair, and other mobile or delivery-based businesses
Device location/ uses	• Counter-top	• Counter-top	• Counter-top	• Counter-top • Mobile	• Mobile • Works with phone or tablet
Software	• Register • Counter Service Restaurants • Table Service Restaurants	• Register • Counter Service Restaurants • Table Service Restaurants	• Payments • Essentials • Register • Counter Service Restaurants • Table Service Restaurants	• Payments • Essentials • Register • Counter Service Restaurants • Table Service Restaurants	• Payments • Essentials
Hardware size	• Merchant display base plate: 8.73" x 8.9" • Customer display base plate: 6.52" x 8.0" • Cash drawer: 16.5" x 16.5"	• Display base plate: 8.73" x 7.25"	• 6.5" x 8.0" x 3.7"	• 7.5" x 3.0"	• 3.2" x 2.2" x 0.47"
Display	• Merchant: 14" (1920 x 1080 hi-def) • Customer: 7" (1280 x 800)	• 14" (1920 x 1080 hi-def)	• 7" (1280 x 800) • Color TFT LCD	• 5" (720 x 1280) • Color TFT LCD	• Uses your phone or tablet screen
Printer	• External (included)	• External (included)	• Built-in	• Built-in	• N/A
Optional accessories (unless marked as included)	• Cash drawer (included) • Kitchen printer[5] (Wi-Fi or LAN) • Weight scale • 2D handheld barcode scanner • 2D hands-free barcode scanner	• Cash drawer (included) • Kitchen printer[5] (Wi-Fi or LAN) • Weight scale • 2D handheld barcode scanner • 2D hands-free barcode scanner	• Cash drawer • Kitchen printer[5] (Wi-Fi or LAN) • Weight scale • 2D handheld barcode scanner • 2D hands-free barcode scanner	• Kitchen printer[5] (Wi-Fi) • Flex Extender	• N/A
Internet connectivity	• Wi-Fi or Ethernet • Can accept payments when device is offline using store & forward feature[2]	• Wi-Fi, Ethernet, or up to 4G LTE wireless[6] • Can accept payments when device is offline using store & forward feature[2]	• Wi-Fi, Ethernet, or up to 4G LTE wireless[6] • Can accept payments when device is offline using store & forward feature[2]	• Wi-Fi or up to 4G LTE wireless[6] • Can accept payments when device is offline using store & forward feature[2]	• Wi-Fi or up to 5G LTE wireless, if your device has Wi-Fi or 5G LTE[6] • Can accept payments when device is offline using store & forward feature[2]
Embedded camera	✓	✓	✓	✓	N/A
2d barcode scanner	✓	✓	✓	✓	
Compatible with Clover Check Acceptance	✓	✓	✓	✓	
Fingerprint sign in	✓	✓		✓	If available on your device

2. Offline payments, or store & forward capability allows merchants to take transactions, even when their device is not connected to the Internet. Offline payments, or store & forward capability allows authorizations to be attempted later when the device's connection has been restored. There are risks to accepting offline transactions. Payments accepted offline are not guaranteed to be approved. If an offline payment is declined, the merchant is responsible for working with the customer to collect the payment. Merchants must monitor all transactions they take offline, and they assume the risk for any chargebacks associated with offline transactions.
4. If you use Clover Flex or Clover Mini with Clover Payments or Clover Essentials and choose to add a Clover Station device on the same location, then you will be required to upgrade the software plan to either Register, Counter Service Restaurants or Table Service Restaurants so that all your devices are on the same software plan.
5. Kitchen printers must always be hardwired to a router. The kitchen printer connectivity methods in the table show how specific Clover devices can communicate with a kitchen printer.
6. A monthly wireless fee may apply for 4G LTE wireless usage.

Clover® solutions offer powerful software, robust reporting, and a choice of 500+ apps[7] to help you manage your busir

Clover software comparison	Payments	Essentials	Register	Counter Service Restaurants	Table Service Restaurants
Software description	**Entry-level Clover software plan that enables payment acceptance**	**Includes the features of Payments, plus basic inventory and order management**	**Full-featured plan with enhanced inventory and order management**	**Full-featured POS software designed for counter and quick service restaurants**	**Full-featured POS software designed for table service restaurants**
Device required?	Optional	Optional	✓	✓	✓
Acceptance of credit, debit, gift cards, EBT and chip cards. Also, acceptance of checks and mobile wallet payments like Apple Pay®[8]	✓	✓	✓	✓	✓
Order Management		Basic	Basic	Basic + online ordering + takeout/delivery	Basic + online ordering + takeout/delivery + table mapping
Reporting	Basic	Basic + tax	Basic + tax + item cost	Basic + tax + item cost + order type	Basic + tax + item cost + order type
Inventory Management		Basic	Basic + item variants + categories	Basic + cost tracking + menu item modifiers + menu management	Basic + cost tracking + menu item modifiers + menu management
Customer Management (purchase tracking)	✓	✓	✓	✓	✓
Customer Engagement (Promos, loyalty programs and feedback)		With device only	✓	✓	✓
Employee Management (managing user access and roles)	✓ (Basic)	✓ (Basic)	✓	✓	✓
Order type definition and Clover weight scale support			✓	✓	✓
Kitchen printer/display integration, pre-authorize a tab				✓	✓
Dining features: Table mapping, tableside ordering/firing/payment, multiple bill splitting, and scan to pay					✓
Monthly Software Cost	**Included in Merchant Services monthly service fee**	**$9.95 per device[9]**	**$39.95 first device; $9.95 additional device(s)**	**$39.95 first device; $9.95 additional device(s)**	**$69.95 first device; $9.95 additional device(s)**

7. Clover solutions made available through Wells Fargo Merchant Services, L.L.C. (WFMS) come with Clover Payments software that allows you to take payments through a web browser, mobile app, or your Clover device. The cost of this software is included in the monthly service fee WFMS charges each month per account. Clover Station products will not work with the Clover Payments software alone, and require a more advanced software plan. Upgraded software plans, including those for Clover Station products, require an additional monthly fee per device, and will be billed directly from Clover. All your devices must use the same software plan. Availability of certain software plans, applications, or functionality may vary based on your selected Clover equipment, software, or industry. All fees are subject to change.
   WFMS and Wells Fargo Bank, N.A. do not provide, and are not responsible for, third-party software or applications, including those offered by Clover. Clover software, applications and other third-party applications that may be available through Clover or in the App Market are subject to the terms and conditions of the developer and may include additional fees subject to change at any time. Software and App Market application fees are disclosed in the Clover App Market or your Clover dashboard and are in addition to the fees listed within your Agreement with us.
8. Dependent on Clover device used.
9. Merchants that are using Payments only without hardware or Clover Go only, can upgrade to the Essentials plan at a cost of $9.95/month.

Apple, the Apple logo, Apple Pay, Apple Watch, Face ID, iPad, iPad Pro, iPhone, iTunes, Mac, Safari, and Touch ID are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Wallet is a trademark of Apple Inc. The App Store is a service mark of Apple Inc.
The Clover® name and logo are trademarks owned by Clover Network, Inc., an affiliate of First Data Merchant Services LLC, and registered or used in the U.S. and many foreign countries.

Community involvement

Wells Fargo is committed to opening pathways to economic advancement, championing safe and affordable homes, empowering small businesses to thrive, and enabling a just, low-carbon economy.

Through our businesses and the Wells Fargo Foundation, we align our resources and expertise to make a positive impact in communities, address complex societal issues, and help build a more inclusive, sustainable future for all.

> "We believe we have both an obligation to do all we can and are in a position to provide meaningful support to our employees, communities, and customers."
>
> Charles W. Scharf, CEO
> Wells Fargo & Company

Investing in our communities

Wells Fargo is dedicated to making meaningful, inclusive, and enduring contributions as our communities address and recover from recent social and economic challenges. We're focused on addressing systemic issues and supporting an inclusive recovery as we aim to break down barriers to enable a better future.

The following table shows some of the major investments we made in local communities in 2020.

2020 highlights	
~$475 million	• Donated to nonprofits through our businesses and the Wells Fargo Foundation
~$80 million	• Donations to support housing affordability initiatives, including efforts to help provide or maintain housing for more than 200,000 people affected by the COVID-19 economic downturn
~$420 million	• In grants committed to nonprofits serving small businesses through the Open for Business Fund, to be paid out over the next several years
~$75 billion	• Deployed in financing to sustainable businesses and projects to accelerate the transition to a low-carbon economy (2018 – 2020)

Additional highlights and commitments can be found in our most recent Environmental, Social, and Governance (ESG) report, which is accessible through the following link: wellsfargomedia.com/assets/pdf/about/corporate-responsibility/environmental-social-governance-report.pdf

Through these commitments, we work to strengthen the resiliency of our communities and our planet, with a focus on supporting nonprofits that strategically align with our funding priorities, which are:

- Financial health
- Housing affordability
- Small business growth
- Sustainability and environmental justice

Financial health

We're opening pathways to economic advancement for racially and ethnically diverse and low- and moderate-income individuals and families through programs that increase financial inclusion and access, reduce debt, drive savings and wealth-building behavior, and transform systems that provide a better context within which people lead their financial lives.

Banking Inclusion Initiative

One such program is our Banking Inclusion Initiative — a 10-year commitment to helping unbanked individuals gain access to affordable, mainstream, digitally enabled transactional accounts. The initiative will focus on reaching unbanked communities and helping to remove barriers for Black and African American, Hispanic, and Native American and Alaska Native families, which account for more than half of America's seven million unbanked households.*

* Source: 2019 FDIC data.

Clear Access Banking

In 2020, we launched Clear Access Banking, a new low-cost and checkless bank account with no overdraft or insufficient funds fees to make it easier for customers to manage their money, make payments, and save. Clear Access Banking meets the Cities for Financial Empowerment Fund's Bank On National Account Standards for safe and appropriate financial products that can help people enter or reenter the financial system.

Virtual Financial Coaching

We've also expanded free financial counseling and coaching services and access to other emergency financial recovery resources. This includes supporting national nonprofits in expanding virtual financial coaching services, cost-free, to help the public adapt in these challenging times.

Housing affordability

We're working to increase access to safe, stable, and affordable places to live, including transitional housing, rentals, and home ownership, especially for individuals and families historically shut out of the market.

To that end, we've made two significant commitments to increase Hispanic and Black homeownership over 10 years by making $185 billion in home purchase loans to Hispanic and Black borrowers, increasing the diversity of our mortgage sales team, and providing $25 million in homebuyer education and counseling.

Dream. Plan. Home.

In November of 2020, Wells Fargo Home Lending launched "Dream. Plan. Home." — a new program that provides a closing cost credit on a limited basis in five metropolitan areas. The program addresses one of the key barriers facing first-time homebuyers by providing up to $5,000 toward closing costs to make it easier for low- and moderate-income families to purchase a home. This program aligns with our efforts to help drive economic growth, sustainable homeownership, and neighborhood stability in low- and moderate-income communities.

Small business growth

Small businesses are the heartbeat of our communities, and they're the key to millions of local jobs. Wells Fargo is committed to helping small businesses impacted by COVID-19 stay open and get back to growth.

Through the initial phase of the Paycheck Protection Program (PPP), we:

- Approved lending to companies representing a total of 1.3 million jobs
- Submitted 259,000 PPP applications to the U.S. Small Business Association (SBA)
- Funded approximately 194,000 loans totaling more than $10.5 billion

Open for Business Fund

In July 2020, Wells Fargo established the Open for Business Fund, an approximately $420 million small business recovery effort across the U.S. to help small businesses navigate the pandemic, with an emphasis on those with Black and racially diverse owners. The initiative focuses on three key areas: increasing access to capital through Community Development Financial Institutions (CDFIs), technical assistance, and long-term recovery and resiliency programs.

Sustainability and environmental justice

As trillions of dollars of sustainable capital flows will be required to adequately avoid, sequester, and redirect greenhouse gas (GHG) emissions, we continue toward our goal of achieving net zero greenhouse gas emissions by 2050.

In March 2021, Wells Fargo set an ambitious climate goal to achieve net-zero greenhouse emissions by 2050 — including our financed emissions.

To help meet this goal, we're focusing on the following near-term priorities:

- Measure and disclose financed emissions for select carbon-intensive portfolios
- Set interim emission reduction targets by the close of 2022
- Advocate for policy initiatives that support our clients' low-carbon transitions, as well as those that advance the goals of the Paris Agreement
- Integrate climate considerations into Wells Fargo's Risk Management Framework
- Launch Institute for Sustainable Finance to manage the deployment of $500 billion in financing to sustainable businesses and projects by 2030

Wells Fargo in Beaumont, California

In addition to being a strategic financial partner, we hold ourselves accountable to supporting and having a measurable positive impact in the communities where we do business. Investing in our communities is a way for us to help create future economic growth and prosperity where we live and work.

Here's how Wells Fargo makes an impact in your community.

Our presence in Beaumont	Total
Employees	41[1]
Community banking branches	2[1]
ATMs	5[1]
Deposit share (ranking)	20.67% (3[2])
Total deposits	$201,365 million[2]

Lending in the City of Beaumont[3]

Home mortgage[4, 5]

We provided 136 mortgage loans (total HMDA), extending $30.8 million in credit

- Of that, 29 mortgage loans were made in low-to-moderate income (LMI) borrowers, providing $5.9 million in credit

Wells Fargo is the largest lender in low- and moderate-income communities and the largest affordable housing lender in America.*

*According to the Mortgage Bankers Association, 2020

Small business[5]

We provided 80 small business loans, extending $4.3 million in credit

- Of that, 17 small business loans were in LMI communities, providing $1.3 million in credit

Community development in Riverside County[6, 7]

- We provided 8 community development loans, totaling $69.5 million
- We provided 27 community development investments, totaling $30.5 million

Philanthropic investing in Riverside County[8]

- 32 grants totaling over $1 million to nonprofits and schools through corporate and foundation giving

1. Twelve-month company data as of June 2022.
2. FDIC Deposit Market Share report as of June 30, 2021.
3. Information provided is as of June 2022.
4. Mortgage includes home purchase, home improvement, home refinance, and multi-family originated and purchased loans.
5. Totals include census tract income level classified loans only.
6. Some investments and grants cannot be tracked to the county or city level.
7. Investments include grants and are subject to change as updates are received.
8. Twelve-month company data as of 2021.

WELLS FARGO

Investing in California

Helping local communities grow

Wells Fargo is committed to local California communities

More than **$65.5 million** donated to California nonprofits, schools, and community organizations in 2020, as well as more than **$10.2 million** from its Open for Business Fund

31,900 employees

909 Consumer Banking branches

$140.7 million in Small Business Administration loans in federal fiscal year 2020

$60.2 billion in **106,045** mortgage loans, including those for low- and moderate-income families and individuals in 2019

$5.5 billion for loans to more than **110,309** small businesses in 2019

Los 3 Pollos keeps pleasing palates amid the pandemic

Efrain Mejorada Jr. wasn't even out of high school the first time his dad, Efrain Sr., took him to a Wells Fargo branch in greater Los Angeles.

It was one of his dad's regular 50-minute drives to meet Senior Business Banking Specialist Mario Murillo. The banker had returned to his Latino community to help small businesses like Mejorada's restaurants thrive.

The Mejoradas credit Murillo's financial guidance and advice with helping them start their first restaurant in 2009, grow the concept to three restaurants in California, and add the payment processing technology and other support to keep Los 3 Pollos going amid COVID-19.

"My father does not speak English, so he had to have someone he could turn to who was bilingual and who knew small business in and out and that he could trust with our future," said Mejorada Jr. of Murillo's role in the company's success.

Although COVID-19 has reduced profits and required changes in the kitchen and other operations for safety, Mejorada Jr. said the pandemic hasn't dented Los 3 Pollos' outlook. The establishment is one of an estimated 5 million Latino-owned U.S. businesses according to Stanford Latino Entrepreneurship Initiative's fourth annual survey of Latino business owners. ■

COVID-19: Helping families at risk of eviction stay in their homes

To help families at risk of losing their homes due to the economic slowdown caused by the COVID-19 pandemic, Wells Fargo created The United Way Bay Area Rental Relief Fund to provide rental assistance to 300 families through UWBA's existing network of SparkPoint Centers and community partners.

"Wells Fargo is committed to being part of the solution and help people from slipping into homelessness. Our initial donation of $750,000 will help hundreds of families get caught up or stay current on paying their rent," said Erica Trejo, community relations senior manager for Wells Fargo.

"We are excited that Wells Fargo is providing much-needed assistance to families impacted by our Bay Area housing crisis. The UWBA Rental Relief Fund is a great example of how the nonprofit and private sectors can strengthen our communities by partnering together. We hope that this initiative can serve as a model as we continue to work on our region's most pressing community issues," said Kevin Zwick, chief executive officer, UWBA.

UWBA is leveraging Wells Fargo's $750,000 donation to raise an additional $2.5 million over the next six months to serve more families.

The funds are part of the $175 million donation Wells Fargo announced to support nonprofits and communities playing a key in COVID-19 relief efforts. ■

Cultivating kidpreneurs for success

As a little girl in Mexico, Leonor Hipólito was called the "mango lady"— teased for selling mango preserves on the streets made from her dad's fruit harvest.

"I always dreamt of someone going to my parents and telling them, 'Your daughter is smart and she needs to go to school,'" Hipólito said. "I wish someone would have grabbed me by the arm and taken me to school."

In one of the most underbanked areas in the U.S. — Fresno and Bakersfield in the Central Valley were among the top 10 nationally — Hipólito is now that encourager, changing futures and growing entrepreneurship among children through her nonprofit Pequeños Empresarios.

Spanish for "young entrepreneurs," Pequeños Empresarios teaches courses on language, leadership, personal growth, finance, business operations, manners, environmental stewardship, and more to children ages 7 to 12.

Hipólito said Wells Fargo has been a key ally for Pequeños Empresarios, providing its first corporate support in 2014 and encouraging others to follow suit, which ended a reliance on hot chocolate and tamale sales to fund operations.

To date, Wells Fargo has awarded Pequeños Empresarios more than $75,000 in grants and provided volunteers and other guidance. ■

Forging a pathway for veterans in manufacturing

With more than 200,000 U.S. service members leaving the military each year, San Diego-based nonprofit Workshops for Warriors® (WFW) is working to ensure veterans are fully supported for a successful transition back to civilian life. WFW offers two 16-week machining and welding programs that help train, certify, and place veterans and transitioning service members into advanced manufacturing careers.

Since 2008, WFW has graduated more than 700 veterans and transitioning service members who have earned more than 6,200 nationally recognized credentials. With a 94% job placement rate, WFW alumni have gone on to work for top manufacturing companies across the country in every state.

WFW credits its sustainability and success to the hard work and dedication of its staff and students, as well as the support from private and corporate donors, including Wells Fargo. Since 2013, Wells Fargo has donated more than $680,000 in support of WFW's overall programming and operations.

Despite having to pivot to instructor-led online education in response to the COVID-19 pandemic, newly implemented hygiene and safety protocols — including mandatory face masks, constant disinfecting and handwashing, social distancing, and remote working — have allowed Workshops for Warriors to responsibly continue operations. ■

Our commitment to sustainable housing

In 2019, Wells Fargo provided more than $15 million in philanthropic investments to boost local homeownership through their NeighborhoodLIFT program in Los Angeles and Sacramento, creating nearly 600 homeowners. Since 2012, NeighborhoodLIFT and other LIFT programs have invested $77 million through 10 program launches in California. They will create more than 3,000 homeowners by offering homebuyer education and down payment assistance grants for low- and moderate-income buyers.

Wells Fargo has also donated 19 mortgage-free homes to support military veterans and their families in California and donated more than 400 homes valued at over $60 million in all 50 states since 2012

Our history in California

In 1852, Henry Wells and William Fargo founded Wells Fargo & Co. in the Gold Rush port of San Francisco to serve the West. The new company offered banking and express services. The bank was soon doing business across the state of California. In the boom and bust economy of the 1850s, Wells Fargo earned a reputation of trust by dealing rapidly and responsibly with people's money.

Learn more: stories.wf.com/California

wellsfargo.com/impact

Information as of May

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Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for Proposal (RFP) for Banking and Merchant Services dated June 2022. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to the City of Beaumont ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

Treasury Management RFP disclosures

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with the City of Beaumont (the City) in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to the City's contractual requirements or to bind Wells Fargo to the City's contractual requirements unless specifically commented upon.

Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
Wells Fargo Treasury Management exceptions	
II. Proposal Terms and Conditions **Pg. 7_Item #15** **Collateral**	Wells Fargo takes exception. There is no requirement in which the bank is required to notify the customer.
II. Proposal Terms and Conditions **Pg. 7_ Item #16** **Causes for termination**	Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.
IV. Information Requested **C. General Banking Services** **Pg. 14_ Item # 12** **Overdrafts**	The decision to allow overdraft is a discretionary credit decision by the Bank. Unless otherwise agreed in writing, any overdraft shall be immediately due and payable by the Customer to the Bank. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft.
Wells Fargo Merchant Services exceptions	
II. Proposal Terms and Conditions **Pg. 6_Item #7** **Property of the City / Ownership of Intellectual Property**	Other than possibly statements, there will be no work product or intellectual property under the Agreement that the City will own. Any work product or intellectual property under this Agreement shall be subject to a separate mutually negotiated statement of work (SOW), and ownership and usage rights of any such work as a result of any such SOW and/or work product or intellectual property shall be as set forth in the mutually negotiated SOW between the parties.
II. Proposal Terms and Conditions **Pg. 7_Item #12** **Assignment**	While we understand City's desire to include this provision, we retain certain rights regarding assignment in the Wells Fargo Merchant Services Terms and Conditions. As such we request to modify this section to start the sentence with "Subject to §13 of the Wells Fargo Merchant Services Terms and Conditions..."

Page_Section	Description
II. Proposal Terms and Conditions **Pg. 7_Item #14** **Termination for Convenience**	Our RFP response is based on the expectation that you will receive services for a three (3) year term. Your termination rights are as set forth in Section 14.4 of the Wells Fargo Merchant Terms and Conditions.
IV. Information Requested **H. Pricing and Account Analysis** **Pg. 15** **Pricing / Pricing set for period of days**	With respect to the merchant services, please understand that in addition to Wells Fargo Merchant Services' fees, the Card Organizations and other third-party fees will apply and may not be specifically outlined in the Wells Fargo Merchant Services Pricing Schedule/Cost Proposal. Such third party/Card Organization fees, are subject to change.

Commercial Card RFP disclosures

Page_Section	Description
General	Wells Fargo has reviewed the City of Beaumont Request for Proposal (the "RFP") including the terms and conditions and/or sample contract contained therein, in the context of a commercial credit card program and advances thereunder. Based on such review, Wells Fargo believes that the provisions set forth in the RFP appear to be designed to accommodate a Treasury Management banking relationship and not a commercial credit card program specifically. As such, Wells Fargo respectfully proposes that the accompanying sample WellsOne® Commercial Card Agreement and related sample ancillary documents or service descriptions (collectively, the "Commercial Card Service Documentation") would serve as the primary governing contract with respect to your commercial card program and advances thereunder. If Wells Fargo is the successful bidder, it is willing to consider and, where possible, negotiate changes and/or additions to the Commercial Card Service Documentation proposed by you, including changes and/or additions based upon the RFP. Nonetheless, and notwithstanding any language in the RFP to the contrary, Wells Fargo does not agree, with respect to the commercial credit card program, to any modifications or additions to the terms and conditions of the Commercial Card Service Documentation solely by virtue of submitting a response to the RFP.

Wells Fargo Merchant Services RFP Legal Disclosures

Legal entity and contracting parties

Wells Fargo Merchant Services, L.L.C. (Wells Fargo Merchant Services) is an alliance between Wells Fargo Bank, N.A. and First Data Merchant Services, L.L.C.

Any agreement for merchant services will be entered into between City of Beaumont (the City) and Wells Fargo Merchant Services, L.L.C. and Wells Fargo Bank, N.A. This Agreement is separate from any new or existing agreement between the City and Wells Fargo Bank, N.A. for banking or treasury management services. Furthermore, the Merchant Processing Agreement is separate from agreements for those services, including agreements for any proposed or existing treasury management services used in addition to or in conjunction with merchant processing services.

Disclosures

Our proposal is intended to be a description of the services we can provide in response to the requirements described in the request for proposal (RFP). If our proposal is accepted in principle, we are willing to negotiate mutually acceptable terms and conditions that shall govern our merchant services relationship with the City. However, by responding to the RFP, we are not indicating our acceptance of any of the terms or conditions contained in the RFP. Our right to negotiate all terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to be binding on Wells Fargo Merchant Services by virtue of our proposal, including, but not limited to, any signature page statements, certifications, confirmations and the like required as part of an RFP response.

We are providing links to our Wells Fargo Merchant Services Terms and Conditions (wellsfargo.com/termscustom0920) and our Operating Rules (wellsfargo.com/operatingrules). We expect these documents to become the final Agreement or part of the final agreement (dependent on your product and service selections) between the City and Wells Fargo Merchant Services if you choose us as your provider.

The City should be aware that the processing of credit and debit card transactions is subject to the terms, conditions, policies, and procedures of the Card Organizations and the non-bankcard issuers. A summary of many of the key elements of those Card Organization requirements is provided in our Operating Rules (wellsfargo.com/operatingrules). The terms, conditions, policies, and procedures of the Card Organization and the non-bankcard issuers are independently established and beyond the control of Wells Fargo Merchant Services to negotiate. The Card Organizations govern their mandated fees and assessments, which are subject to change during the term of the Agreement.

Pricing disclosures

Wells Fargo Merchant Services pricing, as provided in our proposal, is based upon the information provided by the City (for example, processing requirements or number of merchant accounts) as of the date the RFP response was submitted.

In responding to this RFP, Wells Fargo Merchant Services only agrees to be bound to the pricing we provided therein to the extent that the assumptions upon which it was based were reasonably derived in relation to the information provided by the City as of the date of the creation of that pricing and are accurate and unchanged.

In the event that Wells Fargo Merchant Services is the successful bidder, and the City subsequently provides additional information to us that would affect the pricing (including pass through fees paid by the City), Wells Fargo Merchant Services shall not be bound by the pricing provided in the RFP response and shall have the right to revise the pricing based upon the corrected information provided by the City.

Furthermore, should Wells Fargo Merchant Services be the successful bidder for this RFP, The City shall be required to execute a Pricing Terms Schedule document, which is a part of your Agreement.

Information contained in this response is valid for 90 days from the date of submittal.

WELLS FARGO

Commercial Account Agreement

Effective May 2022

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Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
  - The pricing information and other account-related information
  - Our privacy policy
  - Our rate sheets for interest-bearing accounts
  - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third party until we have confirmed that your account is available to process transactions.

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About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your “Electronic Signature”, as defined in the Electronic Signatures in Global and National Commerce Act (“ESIGN Act”), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

Arbitration Agreement between you and Wells Fargo

Upon demand of by you or us, any dispute or claim arising from or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English.

Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. This arbitration requirement does not limit the right of you or us to: (a) exercise self-help remedies, including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this subsection.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including “restricted transactions” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements: To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements: When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements: Account statements will be made available through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, and we receive email notifications that our message is undeliverable.

  In either event, we may:

  - Discontinue sending account statements and notices, and
  - Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

- Examine your account statements and notices promptly and carefully.
- Notify us promptly of any errors.
- Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.
- Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the “Fund transfer services” part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Real-Time Payments (RTP®).

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

- Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.
- Reconcile statements for your account as you receive them; notify us promptly of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen checks are a common method of fraud.
- Periodically reassign accounting duties, such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.
- Destroy any checks that you do not intend to use.
- Use tamper resistant checks at all times.
- Notify us promptly when a signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access can be cancelled.
- Do not sign blank checks.
- Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts *(CDs)*

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time), such as pre-authorized transfers, payments and electronic deposits (including direct deposits), set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time without notice.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

You agree to promptly pay any invoiced amount. We may assess finance charges on any invoiced amounts that are not paid within 45 days of the date of invoice. Finance charges are assessed at a rate of 1.5% per month (18% per annum) or the highest amount permitted by the laws governing this Agreement, whichever is less. Charges for accrued and unpaid interest and previously assessed finance charges will not be included when calculating finance charges. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will periodically apply your accrued earnings allowance to eligible fees and expenses (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time.

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2(j).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney’s fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we may disclose to you.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

- You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero. Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.
- All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.
- Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- At the time of your request to close:
- For interest-earning accounts, your funds stop earning interest from the date of your request.
- The Agreement continues to apply.
- If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.
- After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit

your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-8IMY. In some cases, that Form W-8IMY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;

- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over $50," or "payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- Image Quality Warranty: We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.

- No Double Debit Warranty: We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us

responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established

deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first $225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.

- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.

- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).

- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. **We determine the available balance in your account (as described above) that we can use to pay your transactions.**
2. **We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**

   - **Deposits**. We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.

   - **"Must-pay" transactions**. A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

   - **Checks and certain ACH payments**. Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

3. **If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**

- **Important Note:** When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over $100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing

this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is $100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.

- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).
If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:

- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the

United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.

- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.
You may elect to use Wells Fargo's *Stagecoach Deposit®* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.
If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your

account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection
This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/ advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is $25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of $25. If the available balance in your savings account is less than either $25 or the amount needed, we will transfer the available balance.

- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is $25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of $25. If the available credit in your credit card account is less than either $25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit will be made in increments of $100 or $300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service
Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at our discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there will be no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.
You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.

Wells Fargo's standard overdraft coverage
Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and you could be assessed fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

We will not authorize certain transactions (such as cashed checks, recurring debit card transactions, or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

Important information about fees:

- Fees may be assessed with each item paid into overdraft subject to the following:
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs us if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
- Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

WELLS FARGO

Treasury Management Product Enrollment

Customer Information

Customer Name _____ *CEO* Company ID _____

Street Address _____

City _____ State _____ Zip _____

Country Name _____ Country Code (if applicable) _____

Primary Contact _____ Phone _____

Email Address _____ Fax _____

CEO® Users Set-up

User Name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

☐ ACH Payments[1] User ☐ ACH Payments[1] Administrator ☐ ACH Fraud Filter ☐ Cards[2] ☐ Payment Manager Online

☐ Other Treasury Management Products not in Administration[3] ☐ Other Treasury Management Products in Administration[4]

☐ Cash Vault (specify): ☐ Deposit Inquiry ☐ Change Orders Inquiry ☐ Change Orders ☐ Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 *This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.*

2 *Recognition Card.*

3 *Autolink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep and Fed Funds - Statements and Confirmations, and Wells Fargo Business Online (Single Sign On).*

4 *Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements – Clients, Claims Payments, Deposit Maintenance (Smart Decision), Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements and Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Supplier Payments, Transaction Search, Treasury Information Reporting, and WellsTAX®.*

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? ☐ Yes ☐ No

CEO® Users Set-up

User Name	User ID (if existing)

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User Name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

☐ ACH Payments[1] User ☐ ACH Payments[1] Administrator ☐ ACH Fraud Filter ☐ Cards[2] ☐ Payment Manager Online

☐ Other Treasury Management Products not in Administration[3]

☐ Cash Vault (specify): ☐ Deposit Inquiry ☐ Change Orders Inquiry ☐ Change Orders ☐ Supply Order

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access to the high level product in the CEO and the ACH application. Additional approval is required to set up detailed product entitlement within the ACH application.

2 Recognition Card.

3 Autolink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & Fed Funds - Statements & Confirmations, & Wells Fargo Business Online (Single Sign On).

4 Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements – Clients, Claims Payments, Deposit Maintenance (Smart Decision), Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices), Supplier Payments, Transaction Search, Treasury Information Reporting, & WellsTAX®.

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? ☐ Yes ☐ No

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA SecurID tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

Company Administrator Name _____ **Phone Number** _____

Street Address (tokens cannot be shipped to post office boxes): _____ **City** _____

State _____ **Zip** _____

For new users

- *New Token:* To order a token for the first time for a user.
- *Assign Token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace Token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign Token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign Token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete Token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your local e-waste disposal regulations to dispose of old tokens.

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User Name # 1 _____ User ID (for existing *CEO*® users) _____

Token Serial #* _____ ACH Payments Admin ☐ Yes ☐ No

New User ☐ New Token ☐ Assign Token*

Existing User (Select one box only) ☐ Replace Token ☐ Assign Token* ☐ Un-Assign Token* ☐ Delete Token*

CEO® Administration Set-up

Type of Request - Select request type with corresponding start date.

☐ New ☐ Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office® (CEO®)* portal services.

Company Administrator Name	Email Address	Token Serial Number (If reassigning existing token)	User ID (if existing)

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office® (CEO®)* portal services.

Administrator # 1 Detailed Setup - Complete applicable fields

Administrator Name	Email Address	Token Serial Number (If reassigning existing token)	User ID (if existing)

User Administration Options

☐ User Maintenance ☐ Administrator Maintenance ☐ Reset Password

If granting User Maintenance or Reset Password what users can the Administrator view and manage?

☐ All Users ☐ Specific Users

User List: _____

If granting User Maintenance what CEO Services can the user administer?

☐ All *CEO* Services ☐ Specific *CEO* Services

CEO Services: _____

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If granting User Maintenance what Accounts can the user administer?

☐ All Accounts ☐ Specific Accounts

Accounts: _____

If granting User Maintenance what ACH IDs can the user administer?

☐ All ACH IDs ☐ Specific ACH IDs

ACH IDs: _____

WellsOne Commercial Card use only

☐ All Divisions ☐ Specific Divisions

List Divisions that can be administered.

_____

Company Administration Options

☐ Manage User Defined Lists

☐ All User List ☐ Specific User List:

Specify User List(s) that can be administered.

_____

☐ All Account List ☐ Specific Account List:

Specify Account List(s) that can be administered.

_____

☐ Manage Company Dual Custody Settings ☐ Manage Account Nicknames ☐ Manage ACH Custom Names

☐ Access to Administration Reports ☐ Manage Tokens

Company Service Options

☐ Manage Company Alerts Settings ☐ Manage Company Statement and Notices Settings

☐ Manage Company Wires Settings

Custody Option

Single Custody - Non-Standard Security Procedure - Customer has declined to use dual custody, which is part of Bank's standard *CEO®* Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. With single custody Secure Validation is used for ACH Payments, Foreign Exchange, Wires, and Administration activities within CEO Administration. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard *CEO®* Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the *CEO®* Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the *CEO®* Administration service, as they may only be changed by contacting your banker. If you enroll in a new *CEO®* product, it will not automatically be placed in dual custody, unless you contact you bank representative.

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Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the *CEO*® Administration service. Only select products for which your company is enrolled. Additionally, specify the *CEO*® Administration service functions you would like under dual custody.

Product	Custody Settings	
ACH Payments (incl. Domestic and International)	☐ Forced Dual Custody	☐ Single Custody
Administration	☐ Forced Dual Custody	☐ Single Custody
Alerts	☐ Forced Dual Custody	☐ Single Custody
Basic Banking	☐ Forced Dual Custody	☐ Single Custody
Canadian Treasury Solutions	☐ Forced Dual Custody	☐ Single Custody
Cash Concentration	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements	☐ Forced Dual Custody	☐ Single Custody
Centralized Disbursements - Clients	☐ Forced Dual Custody	☐ Single Custody
Claims Payments	☐ Forced Dual Custody	☐ Single Custody
Credit Management	☐ Forced Dual Custody	☐ Single Custody
Dealer Inventory Finance	☐ Forced Dual Custody	☐ Single Custody
Deposit Maintenance	☐ Forced Dual Custody	☐ Single Custody
Derivatives Access	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit	☐ Forced Dual Custody	☐ Single Custody
E-Box Decisioning	☐ Forced Dual Custody	☐ Single Custody
Fed Funds	☐ Forced Dual Custody	☐ Single Custody
Foreign Exchange	☐ Forced Dual Custody	☐ Single Custody
Fraud Manager:		
ACH Fraud Filter	☐ Forced Dual Custody	☐ Single Custody
ARP Register Maintenance	☐ Forced Dual Custody	☐ Single Custody
Image Positive Pay	☐ Forced Dual Custody	☐ Single Custody
Image	☐ Forced Dual Custody	☐ Single Custody
Institutional Investing – Reporting	☐ Forced Dual Custody	☐ Single Custody
Item Detail Inquiry Service	☐ Forced Dual Custody	☐ Single Custody
Lockbox	☐ Forced Dual Custody	☐ Single Custody
Payment Manager®	☐ Forced Dual Custody	☐ Single Custody
Returned Items	☐ Forced Dual Custody	☐ Single Custody
SAFE Transmission	☐ Forced Dual Custody	☐ Single Custody
Statements and Notices	☐ Forced Dual Custody	☐ Single Custody
Supplier Payments	☐ Forced Dual Custody	☐ Single Custody
Transaction Search	☐ Forced Dual Custody	☐ Single Custody

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Product	Custody Settings	
Treasury Information Reporting	☐ Forced Dual Custody	☐ Single Custody
Warehouse Lending Finance	☐ Forced Dual Custody	☐ Single Custody
WFED - Wells Fargo Electronic Deposit	☐ Forced Dual Custody	☐ Single Custody
Wells Capital Management	☐ Forced Dual Custody	☐ Single Custody
WellsOne Virtual Card Payments	☐ Forced Dual Custody	☐ Single Custody
WellsTAX Payments	☐ Forced Dual Custody	☐ Single Custody
WF Business Online Banking	☐ Forced Dual Custody	☐ Single Custody
Wires	☐ Forced Dual Custody	☐ Single Custody
Administration Settings	**Custody Settings**	
Add/Edit User	☐ Forced Dual Custody	☐ Single Custody
Password Reset	☐ Forced Dual Custody	☐ Single Custody
Hide Secret Question and Answer	☐ Forced Dual Custody	☐ Single Custody
Wires Limits and Authorizations	☐ Forced Dual Custody	☐ Single Custody
Desktop Deposit Company Preferences	☐ Forced Dual Custody	☐ Single Custody

CEO® Wires Set-up

☐ New ☐ Change

Company Authorization - (For existing *CEO* Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check No. Of Days (Default - 10)	Default Wire Fee Assignment (select one)
$ _____		☐ Shared (Default) ☐ Beneficiary ☐ Originator
Value Date Roll Forward	**File Import (File Import and Payment Manager Import)**	**Get Rate**
☐ Yes ☐ No (Default)	☐ Yes (Default) ☐ No	☐ Yes (Default) ☐ No
Additional Approver Limits (Optional)		
☐ Wires $ _____	☐ Book Transfer $ _____	☐ Drawdown $ _____

Complete the following regarding Funds Transfer Information for specific payment types – (For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services Allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1
Wire Transfers (Domestic, Intl and Federal Tax Payment)	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change

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Drawdown	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Book Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform	N/A - No Change	N/A - No Change
Template Maintenance	Not Applicable	N/A - No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing CEO Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

Account Number	Cumulative Daily Limit	Associated Application
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance
	$	☐ Wires ☐ Drawdowns ☐ Book Transfers ☐ Template Maintenance

Company Default Settings (Optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application Type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Wire Transfers				
Drawdown				
Book Transfer				
Template Maintenance	----------	----------	----------	----------

User # 1 Information - Complete all fields

User Name _____ User ID (if *CEO* user) _____

User Settings

(For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required). ☐

Get Rate		File Import	
☐ Yes	☐ No	☐ Yes	☐ No

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Services	Type Allowed	Individual Create/Modify/ Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/ Delete Limit
Wire Transfer	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					
Book Transfers	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					
Drawdowns	☐ Templated Only ☐ Freeform Only ☐ Templated and Freeform					

User Account Authorizations - Provide account number and funds transfer service authorization type.

Account Number			**Account Number**		
Wires	☐ Create/Modify/Delete	☐ Approve/Reject	Wires	☐ Create/Modify/Delete	☐ Approve/Reject
Book Transfers	☐ Create/Modify/Delete	☐ Approve/Reject	Book Transfers	☐ Create/Modify/Delete	☐ Approve/Reject
Drawdowns	☐ Create/Modify/Delete	☐ Approve/Reject	Drawdowns	☐ Create/Modify/Delete	☐ Approve/Reject
Template Maintenance	☐ Create/Modify/Delete	☐ Approve/Reject	Template Maintenance	☐ Create/Modify/Delete	☐ Approve/Reject

Voice Wires Set-up

Type of Request: ☐ New ☐ Update Existing Information ☐ Delete Existing Information

Account Numbers (list accounts to be debited for each wire transfer)

1) _____ ☐ G/L ☐ DDA

2) _____ ☐ G/L ☐ DDA

3) _____ ☐ G/L ☐ DDA

Advice Information (additional fees apply for these services)

For Fax or E-mail notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper based service is no longer available to add) ☐ Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized Callers (people authorized to initiate wires)

$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive and Non-Repetitive.

Authorized Callers First and Last Name	$ Limit	Phone Number including area code	Initiation Type
			☐R ☐B

Alternate Account to be Charged for Wire Fees

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List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

☐ DDA ☐ AU and G/L _____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers first and last name	$ Limit	Phone Number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of Request - Select request type. (Refer to the reference guide for complete instructions.)

☐ **Account-specific Request**	☐ **Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account** – NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	☐ **Blanket Company Level Approval** – Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

Maximum Check Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

SERVICE: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: ☐ Add Service ☐ Change Amount ☐ Delete Service

Maximum Dollar Authorized Payment Amount: _____

Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

SERVICE: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: ☐ Add Service ☐ Change Amount ☐ Delete Service

Maximum Dollar Authorized Payment Amount: _____

Account Number(s): _____

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Maximum Over the Counter Amount Authorized Payment Service

SERVICE: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: ☐ Add Service ☐ Change Amount ☐ Delete Service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

SERVICE: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: ☐ Add Service ☐ Delete Service

Account Number(s): _____

Customer Legal Entity Information

The enrollment contains ACH, Wire or Sweep services the following Customer Entities:

Customer Legal Entity Name(s)	Entity ID Type	Entity ID
	Select One	

Designation of Wells Fargo *Stagecoach Sweep*® Option

Customer DDA(s)

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's *Commercial Electronic Office*®, facsimile and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

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Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep* Preferred Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep*, Preferred Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (Correspondent Bank Only)

☐ Add ☐ Change

Target Balance: _____

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (Correspondent Bank Only)

☐ Add ☐ Change

Target Balance: _____

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased and Sold Agreement Option. (Correspondent Bank Only)

☐ Add ☐ Change

Target Balance: _____

Money Market Mutual Fund Sweep

Customer elects the Allspring Treasury Plus Money Market Fund - Class A - Fund 453 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

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☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

☐ Add ☐ Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

☐ Add ☐ Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

☐ Add ☐ Change

Target Balance: _____

Obligor # (if applicable): _____

Loan # (Obligation): _____

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®) - Dual Custody

Commercial Electronic Office® (CEO®) - Single Custody

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

Payment Manager® - Machine-to-Machine ("M2M")

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Payment Manager® - Value-Added Network ("VAN")

Payment Manager® - SWIFT® FileAct

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Wells Fargo Gateway (API)

Voice

Bank's voice initiation security procedure consists of confirming (a) the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to Customer for voice-initiated Payment Orders and (b) the voice print provided when placing a Payment Order matches the print registered for the PIN holder.

Optional Verify Callback Service. If Bank receives a voice-initiated, non-repetitive Payment Order of $ _____ or more, Bank will make one attempt to telephone an individual authorized to approve wires ("Authorized Approver"), not the initiator, to verify that Payment Order is authorized. A PIN and voice print are required to authenticate each Authorized Approver. If Bank is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.

SWIFT®

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

Commercial Electronic Office® (CEO®) - Dual Custody with User Approve Own Entitlements

Commercial Electronic Office® (CEO®) - Single Custody

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Direct Origination - SWIFT® FileAct

Wells Fargo Gateway (API)

Payment Manager® - Secure Application File Exchange Transmission ("SAFE-T")

Payment Manager® - Machine-to-Machine ("M2M")

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Payment Manager® - Value-Added Network ("VAN")

Payment Manager® - SWIFT® FileAct

Third Party Service Provider

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

RTP Services

For detail on the applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for RTP are:

Wells Fargo Gateway (API)

Bill Manager Service

For detail on the applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide.

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The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Commercial Electronic Office® (CEO®)

E-Bill Express Service

For detail on the applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T

AR File Outbound - SAFE-T

CEO® EDD, Electronic Document Delivery Set-up - For Company and Customer(Biller) ID

Type of Request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User Name	CEO User Id	Role (select one)
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator
☐ Add ☐ Change ☐ Delete				☐ View only (default) ☐ View and Authorize ☐ Customer (Biller) Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
☐ Add ☐ Change				

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International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
☐ Add ☐ Change				☐ Debit* ☐ Credit* ☐ Target ☐ Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
☐ Add ☐ Change				☐ Debit* ☐ Credit* ☐ Target ☐ Maximum			

*One-way Sweep

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed Name of Authorized Signer _____ Phone _____

Signature _____ Date _____

Voice Wire Only - Submitter Information and Instructions

Submitter Name _____ Submitter Phone _____

Submitter E-mail _____ Submitter Fax _____

NOTE: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo Fax. File copies in your location's record-retention file.

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WELLS FARGO

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to (i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. Commercially Reasonable

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. Confidentiality of Security Procedure and Authentication devices/passwords

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name(s)

Printed Name of Authorized Representative
Signature
Date

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Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. Service documentation. The Service Documentation contains the terms governing each Service and includes:
   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. Services. You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. Changes to services. We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. Term and termination. Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

   We may suspend or terminate any Service:

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a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
b. Without prior notice to you if:
    i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
    ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
    iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
    iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
    v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
    vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.
    a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
    b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

    You will:
        a. Maintain the confidentiality of the Confidential Information,

b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

   If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.
   a. Description of the CEO portal. The CEO portal is our electronic banking portal that is accessed through the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
   b. Access to the CEO portal. When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
   c. Administration of the CEO portal. We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.
      i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
         (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
         (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
         (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
   i. Does not comply with any term applicable to the CEO portal,
   ii. Is not permitted by Applicable Law,
   iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
   iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).

e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service oraction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.

f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.
    a. Non-subscribed alerts. When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
    b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.
    a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
       i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
       ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
       iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
       iv. Would possibly result in us not complying with Applicable Law.
    b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
    c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.

d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
   i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
   ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
   iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

   You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
   i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
   ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.

h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a)

exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.
    a. Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
    b. Entire agreement. The Service Documentation (and any documents referred to therein):
        i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
        ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
    c. Electronic agreement. To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
    d. No waiver. Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
    e. Third party beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
    f. Financial condition. You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
    g. Your representations and warranties. You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
    h. Use of names. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.

i. Notices and communications. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
    i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
    ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
    iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
    iv. Each party will have a reasonable time after receipt of any notice to act on it.
    v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
    vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

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Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services ("Master Agreement") for [Customer Legal Name]. "You," "your" or "yours" refers to the customer identified in the immediately preceding sentence. The terms "we," "us," or "our" refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled "**Changes to services**"):

   "Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

   - in order to reflect the impact of any change in Applicable Law;
   - in the event your Service usage volume is materially lower than that reflected on Attachment A;
   - for changes to Bank's pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

   If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services."

2. The following text is added at the beginning of Section 4 (titled "**Term and termination**") as a new first sentence:

   "Subject to the termination provisions below, the initial term of this Agreement will commence on [Insert Start Date] and expire on [Insert End Date] ("Initial Term End Date")[, and this Agreement may be extended for not more than [Insert Number] additional one-year extension terms by your and our mutual consent]."

3. The text of Section 12 (titled "**Governing Law**") is deleted in its entirety and replaced with the following:

   "**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of [Insert State Where Customer is Located], without reference to its principles of conflicts of laws ("Governing Law")."

4. The text of Section 14 (titled "**Jurisdiction**") is deleted in its entirety and replaced with the following:

   "**Jurisdiction**. For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of [Insert State Where Customer is Located] or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

WELLS FARGO BANK, N.A.	**[INSERT CUSTOMER NAME]**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Amendment to Commercial Account Signature Card

1. Account Title(s)

Account #1: _____ CoID: _____	Account #2: _____ CoID: _____
Title Line 1: _____ Customer's full legal name matching Customer's formation documents – 40 characters max.	Title Line 1: _____ Customer's full legal name matching Customer's formation documents – 40 characters max.
Title Line 2: _____	Title Line 2: _____
Title Line 3: _____	Title Line 3: _____
Title Line 4: _____ If applicable, enter DBA name on last available title line.	Title Line 4: _____ If applicable, enter DBA name on last available title line.

2. Amendment to Account Signers - *Add*

Signer #1

_____ Signature

_____ Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

Signer #2

_____ Signature

_____ Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

Signer #3

_____ Signature

_____ Printed Name

Signer role; please select one. If none selected, the default will be limited signer. Refer to section 4 for authority definitions.

☐ Limited Signer ☐ Authorized Signer

Internal use only: CIS customer number for above signer: _____

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3. Amendment to Account Signers - *Delete*

Signer Name	Signer Name
Signer Name	Signer Name
Signer Name	Signer Name

4. Customer's Certification, Acknowledgement, and Agreement

By signing below, I certify that the Customer has designated each of the individuals named in Section 2 above as

a) a "Limited Signer" who is authorized, acting alone, to (i) sign checks drawn on the account(s) and (ii) instruct Wells Fargo with respect to stop payment order(s); or

b) an "Authorized Signer" who is authorized, acting alone, to (i) sign checks drawn on and make cash withdrawals from the accounts(s), (ii) instruct Wells Fargo with respect to stop payment order(s) and (iii) initiate funds transfers between accounts on Business Online Banking, and (iv) perform other branch transactions in accordance with the customer's contractual arrangements with Wells Fargo.

Designating signers on the signature card does not authorize the signer to access CEO®.

Wells Fargo may obtain credit reports or other information about the customer. Wells Fargo may disclose information about each account to its affiliates, to credit reporting agencies, and to other persons or agencies that, in Wells Fargo's judgement, have a legitimate purpose for obtaining the information.

I acknowledge that the customer has received the Wells Fargo Commercial Account Agreement and agrees its terms and conditions, as amended from time to time, will govern the account(s).

Printed Name	Position/Title
Signature	Date

5. Bank Use Only

Banker Name:	Banker Telephone:	Banker MAC:
AU:	RAU:	Officer #:
Submitter Name:	Submitter Phone:	

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FARGO

Authorization Certificate

Deposit Accounts and Treasury Management Services

The undersigned hereby certifies to Wells Fargo Bank, National Association (Bank) that:

1. _____

(Account holder's complete legal entity/company name), a

_____

(description of Account holder's business entity type)
("Customer"), has authorized the undersigned to make the certifications in this Certificate on Customer's behalf.

2.

Name	Title	Country of permanent residence	Business phone number	Business email address

is referred to in this Certificate as an "Authorized Representative" with full authority, acting alone, to:

a) enter into those agreement(s) that Bank requires regarding opening, operating, and closing deposit accounts for Customer at Bank (each, an Account) and enrolling in, using, and terminating Bank services including Bank's non-deposit sweep services used in connection with the Account(s) (each, a Service);
b) authorize transactions of all types on the Accounts and instruct Bank regarding Accounts and Services; and
c) designate individuals as additional Authorized Representatives.

3. This Certificate reflects actions duly taken by Customer in accordance with its governing documents. It shall continue in effect until Bank has received and had a reasonable time to act on Customer's written notice revoking it, which shall be effective only as to actions which are taken by Customer thereafter. Actions authorized in this Certificate but performed prior to its execution are approved and ratified.

Certified to:

By/Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tax Identification Number of Customer: _____
(TIN of the Account holder as assigned by the IRS)

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Commercial Depository Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Commercial Depository
- SafeVantage®

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The *SafeVantage* Service Setup Form (the "*SafeVantage* Setup Form"),
c. The Acceptance (which indicates your acceptance of the Service Documentation),
d. The Master Agreement (which contains terms and conditions applicable to all services),
e. The Account Agreement governing your account that you use for the Service ("Account"),
f. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
g. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Commercial Depository Service

1. **Description of services.** With the Service, you may:
   a. Order Cash we prepared and make such Cash available to your Agent at our cash vault, and
   b. Deliver currency, coin, checks and other negotiable instruments to our cash vault or Night Depositories for processing.

2. **Cash orders from our cash vault.**
   a. **Cash Requests.** You may make a Cash Request of a Cash Shipment. The Cash Shipment will be made available to your Agent in Cash Bags at our cash vault. We are authorized to act upon any Cash Request we receive in accordance with this Service Description, and which we believe in good faith has been made by one of your Authorized Representatives. We will have no obligation to verify, and will not be liable for our failure to verify or investigate, any Cash Request.
   b. **Making Cash available to your Agent.** We are authorized to make Cash Shipments available to any person we in good faith believe to be your Agent. We will have no further responsibility, and you assume all risk of loss for Cash made available to any such person. We will make Cash Shipments available only at the locations, on days, and during the hours published by us from time to time. We reserve the right to suspend the Service at any time without notice.

c. **Your Authorized Representatives.** You will promptly certify to us the identity of each Authorized Representative. You will give prior written notice to us of any change in the authority of any Authorized Representative. We will be fully protected in relying on each such notification and on your obligation to promptly notify us of any change in the status of the Authorized Representative. We will have a reasonable period of time to act after receiving such notification.

d. **Security procedures.** For requests made in writing or by fax, operator-assisted telephone call or transmission, a Customer ID assigned by us is required. For *CEO* requests, you must have Log-On Credentials. For touch-tone/automatic response telephone requests, a Passcode is required. Operator limits may also be required. It is your responsibility to establish internal procedures that will minimize the risk of an unauthorized person gaining access to the Customer ID, Log-On Credentials and Passcode(s). Such internal procedures include without limitation requiring users to maintain such number(s) and code(s) in strict confidence. You will notify us immediately in the event a breach of security is suspected.

e. **Debit of Account.** On each Business Day that we make a Cash Shipment available to your Agent, we are authorized to debit your Account for the aggregate amount of the Cash Shipment. You will maintain collected balances in the Account sufficient at all times to fully cover any debit. We have no obligation to release a requested Cash Shipment or any portion thereof to your Agent unless there are sufficient collected funds in the Account to fully cover the amount of the Cash Shipment when it is to be made available to your Agent. If you fail to specify your Account to us, we may debit any account which you maintain with us for the amount of a requested Cash Shipment.

f. **Packing slip; differences in shipment amount.** A packing slip will be included with each Cash Shipment which states:
   i. The aggregate amount of the Cash Shipment,
   ii. The overall number of containers included in the Cash Shipment, and
   iii. The number of containers delivered to your Agent for transmittal to you.

   For each Cash Shipment we make available to your Agent, you will notify us immediately in writing of any difference between the amount specified on the packing slip for that Cash Shipment and the amount, as counted by you, of the Cash Shipment. In the event that the difference cannot be resolved, our count of the amount of the disputed Cash Shipment will be conclusive and binding on you.

3. **Cash vault processing.** The following procedures will govern delivery of Deposit Shipments to our cash vault locations and our processing of such Deposit Shipments:

   a. **Delivery by your Agent.** You will deliver Deposit Shipments in Deposit Bags to one of our cash vaults via your Agent. You are responsible for making all arrangements with your Agent for delivery of Deposit Shipments, and you assume all risk of loss while a Deposit Shipment is in the possession of your Agent. We may accept Deposit Shipments from any person we believe in good faith to be your Agent. The delivery of a Deposit Bag to us or our receipt of it on a manifest will not be deemed proof of our receipt of the contents listed on the deposit slip contained in the Deposit Bag or your records. We will have no responsibility for any Deposit Bag or its contents delivered to one of our cash vaults until we accept the Deposit Bag in accordance with our procedures and we count the contents of the Deposit Bag.

   b. **Delivery procedures.** When you deliver a Deposit Shipment to our cash vault, you agree you (and/or your Agent) will do the following:
      i. Deliver Deposit Bags only at the locations, on the days, and during the hours published by us from time to time,
      ii. Properly endorse all checks and other negotiable instruments included in a Deposit Shipment,
      iii. Use only Deposit Bags approved by us that are properly secured,
      iv. At the time of delivery, your Agent will provide us with a delivery manifest which specifies the number of Deposit Bags you included in the overall shipment delivered to us, as well as the contents of each Deposit Bag,

v. Obtain the signature of our employee who accepts delivery on that portion of the delivery manifest which your Agent retains, and
vi. Retain a copy of the receipt or other document covering each Deposit Bag you deliver to your Agent for at least one year from the date of delivery.

You agree you will only use Deposit Bags for the deposit of Items. You will not use Deposit Bags in any unauthorized manner or for any unlawful purpose. As to any property other than Items included in a Deposit Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property.

c. **Cutoff Time; AccountDeposits.** If a Deposit Shipment is received at one of our cash vaults on a Business Day before the Cutoff Time for that cash vault, the total amount of the deposits in such Deposit Shipment will be credited on that Business Day to the Account specified on the deposit slip for that Deposit Shipment. If a Deposit Shipment is received at a cash vault on a Business Day after the Cutoff Time, the total amount of the deposits in that Deposit Shipment will be credited to the Account on the next succeeding Business Day. We will not deposit any Items received in any Deposit Shipment unless the account number of the Account into which the deposit is to be made is specified on the deposit slip for that Deposit Shipment.
d. **Processing of Deposit Shipments.** You authorize us to open each Deposit Bag, count the contents, credit the amount of Items to the Account with us indicated on the deposit slip contained in the Deposit Bag and process, all in accordance with our customary procedures. All deposits are subject to verification, and our count of the Items will be conclusively deemed to be correct and complete for all purposes. No relationship of debtor and creditor will arise between you and us until the count has been completed and the deposit credited to the Account. You acknowledge that you have had an opportunity to have our applicable count and verification procedures explained to your Authorized Representative and agree that the same will be deemed commercially reasonable.
e. **Adjustment procedures.** If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is less than the amount reported on the deposit slip covering that Deposit Shipment, we will debit the Account specified on the deposit slip by such difference and report the difference to you. If that Account has an insufficient collected and available balance to cover the debit, we will debit any of your other accounts with us for the difference. You agree to promptly reimburse us for the difference (or any portion thereof) for which there are insufficient available balances in your accounts with us. If the aggregate amount of the Items in any Deposit Shipment, as counted by us, is more than that reported on the deposit slip covering the Deposit Shipment, we will credit the Account specified on the deposit slip for the difference and notify you.

4. **Night Depository delivery and processing.** The following procedures will govern Night Deposits, and our processing of Night Deposits:
   a. **Night Depositories; issuance of keys.** You may make Night Deposits to your Account by placing the Items to be deposited into a Night Bag and then placing the Night Bags in the Night Depository. Each of your offices listed on the Night Depository Set-up Form will receive one key to the Night Depository at a designated Branch. You will designate to us in writing the individuals to receive the key for each of your offices. We may require such individuals to sign a receipt for the keys they receive.

b. **Contents of Night Bags; deposit of Night Bags.** You agree that Night Bags will be used only for the deposit of Items, and will not be used in any unauthorized manner or for any unlawful purpose. If any property other than Items is included in a Night Bag, we will not be deemed a bailee and will have no liability for any loss of or damage to such property. Each Night Bag must contain one or more deposit slips which:
   i. Lists all the Items contained in that Night Bag and their total dollar amount, and
   ii. Identifies your Account to which the dollar amount of the deposit is to be credited.

   At the time each Night Bag is placed in a Night Depository you agree to securely close each Night Bag, place it completely in the Night Depository and securely lock the Night Depository.

c. **Processing of Night Deposits.** We may open each Night Bag and remove its contents without you or any of your representatives present. The contents of each Night Bag will be processed in accordance with our standard procedures. The Cutoff Time for deposits made through the Night Depository may be different from that for deposits made at the teller line. You understand and agree that the contents of a Night Bag will not be credited to the Account, nor will the relationship between you and us be that of a debtor to a creditor with respect to any Item in a Night Bag, until we have accepted the Item for deposit into the Account after counting all the Items in the Night Bag and calculating the total dollar amount of all such Items.

d. **Counting and adjustments.** If your records regarding the total dollar amount of the Items in any Night Bag differ from our calculation of the total dollar amount of the Items in the Night Bag, you have the burden of proving that your records show the correct amount in the Night Bag or our total will be accepted as final. If there is a difference between our total and your total for the amount of Items in a Night Bag (as shown on the deposit slip(s) in the Night Bag), we will send you a statement indicating the amount of the difference. In the event that the difference cannot be resolved, our count of the dollar amount will be conclusive and binding on you.

e. **Claims of lost or stolen Items.** You agree that you will have total responsibility for each Night Bag and its contents until the Night Bag has dropped completely into a Night Depository. You agree to notify us immediately if you determine that any Night Bag or any Item in a Night Bag has been lost or stolen while at one of our Branches. You will have the burden of proving the amount of any Item which you claim was lost or stolen while it was at a designated Branch and that disappearance of the Item occurred while it was at the designated Branch.

5. **Special instructions.** You may notify us in writing of any special instructions relating to cash orders or deposits of Items at our cash vault or Night Depositories. We may at our option accept or reject the instructions and so notify you. Even if accepted, we may stop complying with the instructions upon prior notice to you if we believe continued compliance would increase our costs or risks, interfere with our established or revised procedures, or diminish the efficiency of our operations. You will be solely liable for any loss attributable to increased risk resulting from a special instruction.

6. **Further assurances.** You agree to do all acts we may consider reasonably necessary or desirable to implement and carry out the intent of this Service Description. You agree to provide us with information we request regarding any Deposit Shipment, including any information necessary to file a Currency Transaction Report and to determine the source of any Cash or Items in a Deposit Shipment.

7. **Representations and warranties.** To be eligible to make Deposit Shipments at a cash vault or Night Depository, you represent and warrant to us at the time of the delivery of each Deposit Shipment that:
   a. **Deposits for own account.** You make Deposit Shipments for your sole account and do not directly or indirectly make any Deposit Shipments on behalf of any other party, unless you have previously disclosed such party to us and we have approved such party in writing, in our sole discretion.

b. **No deposits from outside the United States.** You do not make Deposit Shipments from any source known, or which upon reasonable inquiry would be known to you, to be outside the United States.
c. **No business as a foreign exchange house.** You do not conduct any business, whether in whole or any part, as a foreign exchange house including, without limitation, as a Casa de Cambio.

8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.

9. **Termination of Services.** We may immediately terminate this Service in whole or in part in the event of your breach of any representation or warranty in section 7 (Representations and warranties). Otherwise, we may terminate this Service upon sixty (60) days prior notice to you.

10. **Survival.** Sections 2(e), 2(f), 3(d), 3(e), 4(d), 4(e), 6 and 9 will survive termination of this Service.

SafeVantage® Service

1. **Description of Service.** We make the *SafeVantage* Service available to you in connection with the Commercial Depository Service described above in this Service Description. With the *SafeVantage* Service, we will provide provisional expedited credit to you for the Cash currency properly deposited into the Equipment's currency acceptors. Following our receipt of a Safe Report, we will provide provisional expedited credit to your Account in the total amount set forth in such Safe Report. Credits will only be applied on Business Days in accordance with the *SafeVantage* Setup Form. Currency and other Items inserted using the manual envelope drop of the Equipment will not receive provisional expedited credit, and will be processed and credited in accordance with the cash vault processing procedures for the Commercial Depository Service, as described above in this Service Description.

2. **Conditions to provision of our *SafeVantage* Service.** As conditions to our provision of the SafeVantage Service:
   a. You must enter into a Vendor Agreement,
   b. We must agree that the Equipment is suitable and compatible, in our sole discretion, for the *SafeVantage* Service, and
   c. You must agree to use the Equipment in accordance with the Vendor Agreement and as instructed by us as necessary from time to time in connection with the *SafeVantage* Service.

   You acknowledge that we are not providing the Equipment and have no obligation or liability with respect to the Equipment or any service related thereto other than the *SafeVantage* Service.

3. **Ownership of Cash.** You agree that Wells Fargo-Owned Cash is our Cash currency and will not at any time be your property or the property of any other person, including your Agent. No person, other than us and our Representatives, shall have any possessory or ownership rights to Wells Fargo-Owned Cash under Section 362 or Section 541 of the U.S. bankruptcy code. You shall take all actions necessary, and all additional commercially reasonable actions that we request to ensure and evidence that Wells Fargo-Owned Cash remains our sole and exclusive property. You agree that neither you nor your Agent will commingle Wells Fargo-Owned Cash with Cash currency owned by another financial institution or any other person.

4. **Access to Cash.** You agree that physical access to Wells Fargo-Owned Cash will be restricted to:
   a. Your Agent solely for the purpose of performing services in accordance with the Vendor Agreement, and
   b. If applicable, a maintenance service provider solely for the purposes of providing routine maintenance services or repairs on the Equipment.

   You agree that we will, at all times, have control and immediate access to all Wells Fargo-Owned Cash by having : (1) the ability to recall any of the Wells Fargo-Owned Cash the same Business Day as the day of the request; and (2) unfettered and immediate access to the Wells Fargo-Owned Cash upon your financial distress as determined in our sole discretion. You agree to fully cooperate with us and our representatives in connection with our access to Wells Fargo-Owned Cash, including instructing your Agent to deliver Wells Fargo-Owned Cash to one of our cash vault locations if and as requested by us. You release us and our representatives (including without limitation any armored carrier engaged by us) from any and all Losses arising out of or related to our representative acting on our request or direction to access Wells Fargo-Owned Cash on our behalf and/or to deliver the Wells Fargo-Owned Cash to us, except to the extent any Losses arise from the gross negligence or willful misconduct of our representative. Our representative shall be a third party beneficiary of the release described above in this section.

5. **Risk of loss.** You are responsible for all risk of loss and liability for Wells Fargo-Owned Cash that is not at one of our cash vault locations, including but not limited to loss, damage or contamination of Wells Fargo-Owned Cash, theft or destruction of Wells Fargo-Owned Cash, malfunction of the Equipment or you, your Agent's or any of your representative's negligence or willful misconduct.

6. **Adjustments.** If the total amount of the Cash currency processed and verified for a Safe Report is less than the amount reported for such Safe Report, we may debit the Account without notice to you. If the Account has insufficient funds to cover the debit,we may debit any of your other accounts with us for the difference, and you agree to promptly reimburse us for the difference (or any portion thereof) upon our demand, without setoff or counterclaim. If the total amount of the Cash currency processed and verified for a Safe Report is more than the amount reported on such Safe Report, we will credit the Account for the difference without notice to you. If your Vendor Agreement provides any guarantees or other protection for the contents of the Equipment including Cash currency deposited through the currency acceptors, we reserve the right to require you to file a claim with such vendor before making any claim against us.

7. **Reimbursement.** Unless it results solely from our negligence or willful misconduct, you will reimburse us for Losses we incur from (a) providing the SafeVantage Service to you in accordance with this Service Description, or (b) an action you ask us to take in connection with the SafeVantage Service and this Service Description. You authorize us to recover any such amount by debit to your accounts with us or our affiliates.

8. **Contaminated Cash.** You agree not to send contaminated or damaged Cash to our cash vaults unless you or our Agent has prepared such Cash in accordance with the Federal Reserve Banks' applicable specifications and procedures.

9. **Survival.** Sections 3 - 7 will survive the termination of the SafeVantage Service.

10. **Notice.** You agree to provide us immediate notice of any default or breach of the Vendor Agreement by you or the vendor or termination of the Vendor Agreement.

11. **Termination.** Either party may terminate the *SafeVantage* Service in accordance with the terms of the Master Agreement. In addition, if the Vendor Agreement is terminated for any reason, the *SafeVantage* Service will automatically terminate, unless otherwise agreed by you and us.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Agent means an armored car service approved by us or, in Alaska only, the U.S. Postal Service, in each case, acting as your agent.

Applicable Law is defined in section 3 of the Master Agreement.

Authorized Representative means (a) any person you authorize us to communicate with regarding authorization codes or other security procedures for this Service; (b) your Agent authorized to accept delivery of Cash; and (c) where applicable, the persons who are authorized users of this Service.

Branch means one or more of our branch locations listed on our Night Depository Set-up Form.

Business Day means every day except Saturday, Sunday and federal holidays.

Cash means U.S. denominated currency and coin.

Cash Bag means bags or other containers into which Cash Shipments are placed.

Cash Request means a request you make to us in writing, telephonically by operator-assisted call or by touch tone/automated response, or electronically via transmission, fax, or our *Commercial Electronic Office® (CEO®)* portal for a Cash Shipment in the amount you specify.

Cash Shipment means shipments of Cash in Cash Bags in accordance with this Service Description.

Currency Transaction Report is defined in the regulations implementing the Currency and Foreign Transactions Reporting Act of 1970, as amended from time to time.

Customer ID is a unique identifier given to you by us for each of your locations enrolled in the Service.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Deposit Bag means bags or other containers into which Deposit Shipments are placed.

Deposit Shipment means your delivery of Items in accordance with this Service Description.

Equipment means certain units of safes provided by vendors, in each case, acceptable to us.

Items mean, collectively, Cash, checks and other negotiable instruments properly endorsed by you.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Night Bag means disposable bags used for Night Deposits.

Night Deposit means your delivery of Items to our Night Depositories in accordance with this Service Description.

Night Depository means the night depository receptacle at one of our Branches.

Night Depository Set-up Form means the form required to be completed to receive key(s) to access the Night Depository.

Passcode means a code established to access our Telephony Interface Unit via the telephone number we provide to you.

Safe Report means a transmission report from any unit of Equipment stating the amount of Cash currency inserted into the Equipment's currency acceptors.

Vendor Agreement means a valid and binding agreement with a vendor, acceptable to us, for the provision of the Equipment.

Wells Fargo-Owned Cash means all Cash currency located in the Equipment and the amount of Cash currency removed from the Equipment for delivery to us by your Agent, in each case, for which we have given you provisional expedited credit.

WELLS FARGO

Check Collections Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Company under this Service Description. "Company" is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Company's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Company uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Services

Returned Item

1. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include:
   a. Special Instructions regarding the handling of Company's Returned Items (section 3);
   b. Returned Item Decisioning through Bank's *CEO®* portal (section 4);
   c. Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 5-10);
   d. Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 11-14);
   e. Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and
   f. Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

2. **Rules applicable to Bank's Returned Item Services.** Bank will provide the Services to Company in accordance with:
   a. The Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
   b. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.

3. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.

4. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO*® portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO*® portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.

5. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.

6. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.

7. **Rejected entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.

8. **Representment/returned check fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.

9. **Provisional credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

10. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (b) any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
11. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depositary bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.

12. **Relation of multiple endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depositary bank; (b) the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depositary bank; and (c) the endorsement placed on each Deposited Item by the depositary bank may or may not obscure, in whole or in part, the centralized returns endorsement.
13. **Delayed returns; lost instruments; liability; indemnification.** With respect to where to return checks, 12 CFR §§229.30(g) and 229.31(g), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depositary bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such indemnified party in connection with the delay in the return of any Item deposited to Company’s account at another financial institution .
14. **Bank's right to chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
15. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 13 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service. ited to Company's Account at Bank or at another financial institution.
16. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company’s Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

17. **Company's agreement to indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
    a. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
    b. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
    c. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description ; and
    d. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
18. **Survival.** Sections 5, 6, 8, 13, 15 and 17 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture and Image Delivery

1. **Description of service.** The Service enables Company to create or process Electronic Checks from eligible paper checks and transmit the Electronic Checks in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Check" means an electronic image of, and electronic information derived from, an eligible U.S. Dollar paper item or check that conforms to ANSI X9.100-187. Bank's Reference Guide for the Service lists eligible U.S. Dollar checks (and ineligible checks). For each Electronic Check Bank determines is eligible for processing, Bank will:
    a. Create a substitute check conforming to ANSI X9.100-140 that Bank will present directly or indirectly to the bank (a) on which the original paper check to which the Electronic Check relates is drawn, or (b) at or through which the original paper check is payable (each, the "Paying Bank");
    b. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
    c. Post or present any Electronic Check for which Bank is the Paying Bank.
2. **Creating or processing Electronic Checks and transmitting Company's Electronic File to Bank.** To create or process Electronic Checks and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (b) Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Checks and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Checks payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Checks payable to customers of Company or Bank.
3. **Processing Company's Electronic File.** Bank will review each Electronic Check and process the Electronic Checks Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.

4. **Exception Checks.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Checks Bank determines are ineligible for the Service (each, an "Exception Check"). "Exception Check" includes without limitation an Electronic Check that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Check, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, (d) fails to conform to ANSI X9.100-187, or (e) any Electronic Check other than one described in (a), (b), (c), or (d) of this section 4 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Check through Bank's Commercial Electronic Office® service or other communication channel at Bank's discretion. Company will deposit an Exception Check to Company's Account only by depositing the original Paper Check to which the Exception Check relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Check when Bank processes the Electronic File that includes the Exception Check, the substitute check or purported substitute check Bank creates from the Electronic Check may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Check will not limit Company's obligations to Bank under section 8.
5. **Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Check for deposit to Company's Account (other than any Exception Check) (a) on the Business Day Bank processes the Electronic Check (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Checks will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time. If an Electronic Check or substitute check is dishonored by a Paying Bank, Company acknowledges and agrees that Paying Bank may create and return to Company or its customers a return substitute check conforming to ANSI X9.100-140 in lieu of the originally presented Electronic Check or substitute check. Company acknowledges and agrees that if Bank receives a notice of nonpayment from Paying Bank with respect to an Electronic Check or substitute check presented for payment, Bank has no obligation to provide this notice to Company or its customers.
6. **Third-party processors.**
    a. **General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Check on behalf of a customer or (b) process an Electronic Check one of its customers has created and transmitted to Company.
    b. **Prerequisites for acting as a third-party processor.** Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program, (b) establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in its Anti-Money Laundering Program and (c) suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Checks and maintaining the security of original Paper Checks; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Checks for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.

c. **Risk parameters; ongoing monitoring.** For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Checks.

7. **Company's representations and warranties.** Company represents and warrants to Bank Company will:
   a. Use the Service only for eligible paper checks payable to or endorsed for deposit by Company or its customers (unless Bank expressly agrees otherwise);
   b. Transmit to Bank only Electronic Checks suitable for processing including without limitation legible Electronic Checks containing machine-readable MICR data;
   c. Not transmit to Bank any Electronic Check that duplicates an Electronic Check previously transmitted to Bank or that did not originate as an eligible paper check;
   d. Maintain control over and sole responsibility for secure retention and destruction of each original eligible paper check for which Company or one of Company's customers has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper check throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;
   e. Not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper check with respect to which Company has transmitted an Electronic Check to Bank, unless Bank has notified Company that the Electronic Check is an Exception Check;
   f. If Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Check payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Check payable to multiple customers of Bank; an
   g. If Company is a third-party processor as set forth in section 6 of this Service Description, comply with section 6 of this Service Description.
8. **Company's agreement to indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 8, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:
   a. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper check for which Company has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
   b. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
   c. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check, an Exception Check or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
   d. Bank posting or presenting an Electronic Check for which Bank is Paying Bank or presenting an Electronic Check to the Paying Bank for payment.

e. Company will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows:

   i. Bank warrants to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check ("Image Quality Warranty") and (ii) the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable.

   ii. Through Bank's providing the Service to Company, Bank is required to indemnify a depository bank that accepts the original paper check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

   iii. If Bank transfers or presents an "electronically created item" and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

9. **Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 7 or 8 of this Service Description.

10. **Additional controls on Company.**

a. **General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company's locations, (b) periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.

b. **Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect to such internal controls.

c. **Company's Consumer Complaints.** Bank may upon reasonable prior notice to Company request information about:

   i. Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"),

   ii. The number of consumer complaints Company received in the prior calendar quarter, and

   iii. The then current status of each consumer complaint.

11. **Survival.** Sections 7 and 8 of this Service Description will survive termination of the Service.

WELLS FARGO

Electronic Receivables Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:

- E-Bill Express service
- E-Box service
- Integrated Receivables
- Receivables Manager service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

E-Bill Express service

1. Description of services. With this Service:
   a. You can make electronic bills available to your Customers through the Website,
   b. Customers make payments to you through the Website and other Payment Channels (see section 2) and using the Payment Methods (see section 3) offered in connection with the Service,
   c. We credit the Customer payments to your Account, and
   d. We offer electronic reporting options relating to your bills and your Customers' payments received through the Service (see section 4).

   The specific features for the Service we will provide you, are detailed in the Statement of Work (SOW) to which you and we agree separately.

2. Payment Channels. The "Payment Channels" we offer to you are detailed in our User Guide for the Service and include the Website, telephone and an optional Interactive Voice Response (IVR) Payment Channel.
   a. We maintain the Website through which Customers may make payments to you.
   b. With the telephone Payment Channel, a Customer arranges for a payment by calling you at a telephone number you maintain. For all Customer payments made through the telephone Payment Channel, you are required to enter information about the payment at the administrative portal for the Service.

c. With the IVR Payment Channel, we maintain a specific toll-free number for you and custom to you branded greeting and prompts.

3. Payment Methods. The "Payment Methods" you may make available to Customers are detailed in our User Guide for the Service and include debit and credit cards and electronic payments through ACH.
   a. If you will accept debit and credit card payments, the Service Documentation includes the Merchant Payment Solutions Service Description.
   b. For ACH payments, the Service Documentation includes the ACH and Related Services Service Description. In the event of a conflict, this Service Description will control over the ACH and Related Services Service Description.
   c. We may withdraw a Payment Method available for the Service at any time.

4. Information reporting. We make information and reporting about your bills and Customers' payments available to you through the administrative portal on the Website or automated transmission file.

5. Verification. We will not verify the accuracy of your bills or your Customers' payment amounts made through any Payment Channel.

6. Your privacy policy. You will provide us with any URL(s) you host for our use at the Website. The URLs you provide will direct Customers to your then-current privacy policy and terms of use. You will maintain current versions of your privacy policy and terms of use.

7. Licensed Marks. You grant to us a license to use the service marks, trademarks and or logos listed on the SOW (each, a "Licensed Mark") on the Website. We will not modify a Licensed Mark without your prior written consent. The term of this trademark license will be the same as the term set forth in the Master Agreement, unless either party provides written termination in accordance with this Section 4 of the Master Agreement. Either party may terminate this license at any time, with or without cause, upon notice to the other. Upon termination or expiration of this license, we will discontinue use of all Licensed Marks.

8. Representations and warranties. You represent and warrant to us that:
   a. You will issue each bill only for products or services actually provided to the billed Customer and will retain each bill for a minimum of one year from the date of the bill,
   b. The billed amount will be the actual amount charged to the billed Customer for such products or services,
   c. You are the sole owner of each URL you provide to us pursuant to Section 7 and each Licensed Mark,
   d. You will maintain current versions of your privacy policy and terms of use at the URLs provided to us, and
   e. You have received a copy of Federal Reserve Board Regulation E and will comply with it at all times.

9. Survival. Section 8 will survive termination of the Service.

E-Box service

1. Description of service. With this Service:
   a. We provide you with information about payments your Customers make to you ("Remittance Information") through online bill payment services and other payment channels described in our User Guide for the Service,
   b. We process Customer payments for credit to your Account, and

c. We provide information reporting ("Remittance File") on your Payments through our separate Receivables Manager Service. The specific processing services we will provide to you are detailed in the BRD to which you and us agree to separately.

2. Research and decisioning. We will make available to you a decisioning tool where you can view all payments, make decisions on exception items, perform payment research, and return payments.

3. Unfunded payments. We will process Payments for which we have received Remittance Information but not funding in accordance with the BRD.

4. Account credit. Each Business Day, we will credit your Account for Funded Payments through a consolidated ACH credit Entry. We originate each credit Entry in accordance with the ACH Rules.

5. Service requirement. In order to enroll in the Service, you will also have to enroll in our Receivables Manager Service.

Integrated Receivables service

1. **Description of Service.** With this information reporting Service, we apply programmatic rules and logic, configured with your input, to create and transmit to you electronic files (each, a “Posting File”) containing the details of matches between credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a “Payment”) to your eligible Wells Fargo deposit accounts enrolled in the Service (each, an “Account”) and the open accounts receivables details you have provided to us in electronic files (each, an “Open Receivables File”).
2. **Automatic matching.** We apply programmatic rules and logic, configured with your input, to match credits to your Accounts made by your payers through ACH, wire transfer, or check (each, a “Payment”) to information you send to us relating to Payments and your accounts receivables details to identify sets of matching Payments and accounts receivables details in the steps described in this section.

    a. **Re-association.** We analyze data elements pertinent to electronic Payments credited to your Accounts to associate such Payments with their respective remittance information (information from your payer describing the accounts receivable record for which a payment is being made, such as one or more invoice numbers) that you separately provide to us in a “Remittance File” or is provided in an e-mailed advice by your customers in accordance with the protocol to which you and we agree. Each such match is a “Re-associated Payment”.

    b. **Invoice matching**. We automatically match Payments and Remittance Details with Accounts Receivable records you separately report to us in your Open Receivables File. Each such match is a “Validated Payment”.

        i. **Checks.** For check Payments credited to your Accounts that we receive through a lockbox we maintain for you, we extract remittance information from Remittance Materials (as defined in the Lockbox Service Description) and use it to the extent reasonable to create Validated Payments.

        ii. **Addenda Records.** For electronic Payments that include remittance information embedded within the electronic payment instruction for such Payments (“Addenda Records”), we use such Addenda Records to the extent reasonable to create Validated Payments.

iii. **Re-associated Payments**. We use the remittance information associated with Payments in the Re-association step described in 2.a above to the extent reasonable to create Validated Payments.

3. **Manual matching.** Each credit to your Accounts for which we are not able to create a Re-associated Payment or a Validated Payment through the Service is an "Exception". You may view Exceptions in our CEO portal in accordance with its applicable terms and conditions.

   a. **Review.** In CEO, we will display details of Exceptions and items described in your Remittance Files and Open Receivables Files that, as of the time of viewing, have not been included as components of Matched Payments in any Posting File we have previously made available to you.

   b. **Match items.** Using the CEO interface, you may create additional Validated Payments by manually matching the Exceptions with open accounts receivables details displayed in CEO.

4. **Posting Files.** You may configure the Service to automatically generate and transmit Posting Files in accordance with the frequency to which you and we separately agree. Each Posting File is an electronic document setting out certain pre-determined data elements pertaining to each Validated Payment (including manually Validated Payments) that, as of the time of generation, has not been included in any previous Posting File we created for you. We will transmit each Posting File in accordance with your configuration preferences and the pre-determined transmission protocol to which you and we agree.

5. **Payment dates.** For purposes of the Service, the date of each Payment is the Business Day on which we receive the Payment.

6. **Files transmitted to us.** You will transmit your Remittance File and Open Receivables File to us in accordance with the pre-determined file format and transmission specifications to which you and we separately agree. You are responsible for ensuring that, with respect to each item in each file, you include information we can reasonably use to identify its matching credit(s) to your Account(s).

7. **Liability to you.** We perform the automatic matching activity described in Section 2, on a commercially reasonable efforts basis, in accordance with logic you provide to us. We undertake no liability for damages arising from or relating to any defects in, or failure to test, such logic as provided.

8. **Liability to payers.** We bear no liability to your payers for any inaccuracies in the Service relating to Matched Payments or Unmatched Payments, including, without limitation, inaccurate matches between Payments and remittance information or accounts receivables details.

9. **Eligible Accounts.** You may enroll your Wells Fargo demand deposit accounts that are capable of receiving credits by ACH, wire transfer, or check.

10. **Survivability.** Sections 7 and 8 survive termination of the Service.

Receivables Manager service

1. Description of service. With this Service, you may receive consolidated electronic files and/or human readable documents containing information (each, a "File") regarding credits and/or debits to your Account(s) and associated Remittance Information.

2. User Guide. The User Guide provides details about the following:
   a. The types of payments for which we provide the Service,
   b. The options we offer for formatting Files,
   c. The secure transmission platforms we offer to deliver Files to you,
   d. The schedule we follow in providing the Service, and
   e. Our Service level goals.

3. Advice Matching Service. If you enroll in our Advice Matching Service, we will accept an email or File containing Remittance Information from your payer and attempt to match the information to payments the payer makes separately by ACH, wire transfer, or check, provided the payer does the following:
   a. Sends the remittance Information to us in advance of the payment information being sent to you in the File, and
   b. Includes information we can use to identify the payer and match the Remittance Information and the associated payment based upon criteria you establish.

   You have the ability to manually match any payments we are unable to match automatically using the Receivables Manager application on CEO. You may also use this application to set-up payer information to automatically match future payments.

4. Remittance Repair Service. If you enroll in our Remittance Repair Service, we will automatically reformat freeform Remittance Information. If we are unable to automatically repair the format, you can manually repair remittance information using the Receivables Manager application on CEO. Optionally, you can save the repair instructions as rules to apply to future payments from the payer.

5. Your receipt of Files; acknowledgments. We will not monitor Files transmitted to you through the Service including, but not limited to, any acknowledgment your system may generate upon its receipt of a File. If you do not receive a File when you expect to, you must notify us. Upon your request, we will use commercially reasonable efforts to resend a File to you within 14 days after we initially transmitted the File, but we will have no liability for not doing so.

6. Incorrect, Incorrectly Formatted Information. We are not responsible for the accuracy of and will not verify Remittance Information we receive from your trading partners and provide to you through the Service

Glossary

Account Agreement means the applicable account agreement governing your Account.

ACH means Automated Clearing House

ACH Rules means the Nacha Operating Rules and applicable local ACH rules.

Applicable Law is defined in section 3 of the Master Agreement.

BRD means Business Requirements Document.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Customer(s) means the purchaser(s) of your products and services.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Entry is defined in the ACH Rules.

Funded Payment means a payment for which we receive Remittance Information and the funds relating to the Payment.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Representatives is defined in section 11(f) of the Master Agreement.

SOW means Statement of Work.

Website means the website we maintain in your name in connection with the E-Bill Service.

WELLS FARGO

Lockbox Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Lockbox

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The separate documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Lockbox Service

1. **Description of lockbox service.**
   a. With this Service we provide you with a lockbox ("Lockbox") and Lockbox Address for receipt and processing of (i) Checks, and (ii) Charge Authorizations (if you elect this service option and subject to the requirements in section 4 below).
   b. The Service will start after we have assigned the Lockbox Address to you, you have opened your Account, delivered to us the Set-up Form selecting your options for the Service and provided us with any other requested information or documents.
   c. You will instruct your customers to mail Checks and Charge Authorizations (if applicable) to the Lockbox Address, or for overnight delivery to the applicable street address. You will also instruct your customers and other payors not to send cash to the Lockbox. Cash that is sent to the Lockbox will be subject to Currency Transaction Reporting.
   d. We or our agents will have exclusive and unrestricted access to the Lockbox.

2. **Lockbox processing.**
   a. **Processing remittance materials.**
      i. Each Business Day we will examine the Remittance Materials in the Lockbox and image them in accordance with section 6.

ii. Cash will be removed from the envelope and a credit advice for the amount of the cash will be placed with the envelope and imaged.
iii. Except as provided in this Service Description or as otherwise agreed, we will not reconcile the Payments in the envelopes to Invoices or to any other Remittance Materials.
iv. Subject to any Business Rules you specify, we will process a Check (1) by automated means when a scannable Invoice is included with the Check ("Automated Processed Check") and (2) manually when a non-standard Invoice is included with the Check or no Invoice is included ("Manually Processed Check").

b. Deposits. Each Business Day, we will deposit Checks (other than Exception Manual Checks described in section 2(d) below) and cash received in the Lockbox to the Account in accordance with the Account Agreement.
c. **Payments processed by automated means.**
   i. Except as set forth in section 2(c)(ii) below or in your Business Rules, each Automated Processed Check may be deposited in the Account despite any discrepencies in the amount, any postdating or staledating, missing information or alterations on the Check, as described in the User Guide.
   ii. If you elect to use the Decisioning Module described in section 3, you can give us specific processing instructions for Automated Processed Checks before the Cutoff Time.
d. **Payments processed manually.**
   i. Except as set forth in your Business Rules, each Manually Processed Check will be deposited in your Account, except:
      1. An Exception Manual Check,
      2. A Manually Processed Check that has been altered (subject to section 2(e) below),
      3. You specifically instruct us to the contrary using the Decisioning Module described in section 3, and
      4. You have given us a written list of acceptable payee names and the payee name on the Manually Processed Check does not match an acceptable payee name.
e. **Alterations.** We will use commercially reasonable efforts to identify any alteration to a Manually Processed Check and not accept a Check we have identified as altered for deposit.
f. **Restrictive notations.** We will not inspect Checks to determine whether they bear restrictive notations, such as "Paid in Full."
g. **Foreign checks.** If you and we enter into an agreement to provide services for Foreign Checks we will deposit and process a Foreign Check if both the foreign bank location and the Foreign Check currency appear on our approved list. A Foreign Check not meeting these criteria will not be deposited and will be returned to you in accordance with section 2(h).
h. **Rejected remittance materials.** Unless you elect otherwise in writing, we will mail to you (i) any Remittance Materials which are not imaged in accordance with section 6, and (ii) any Checks or other instruments which are not deposited in accordance with this Service Description.

3. **Decisioning module.** If you elect to use our Decisioning Module for the Service, you can send us processing instructions through the CEO portal for certain Checks which we have determined may be unprocessable (each, an "Unprocessable Check"). Each message related to the processing of an Unprocessable Check (your "Decisioning Instruction") must be received by us by the Cutoff Time. If we do not receive a Decisioning Instruction by the Cutoff Time, we will handle the Unprocessable Check in accordance with your Default Option. "Default Option" means your election for us to take one of the following actions for any Unprocessable Check:
   a. "Deposit all," meaning we deposit the Unprocessable Check in your Account (this will be the default option unless you elect otherwise), or
   b. "Reject all," meaning we reject the Unprocessable Check and return it to you as described in section 2(h).

4. **Charge authorizations.** If you elect this Service option (and it is available at your Lockbox processing site), you are required to enter into a Merchant Agreement with us and the Merchant Agreement will govern any Charge Authorizations. As set forth in the Merchant Agreement:
   a. We will process each Charge Authorization received in the Lockbox which is completed with the required processing information,
   b. We will not process a Charge Authorization and will return it to you if any required information is missing or it is illegible,
   c. We will seek approval from the issuer of the credit card for the payment on the Charge Authorization,
   d. We will request settlement for each Charge Authorization that the issuer approves, and
   e. Each Business Day we will make information on processed Charge Authorizations available through the channel you and we agree to.

5. **Virtual lockbox service.**
   a. **Description of service.** When you enroll in our optional Virtual Lockbox Service you can:
      i. Create Electronic Checks from eligible paper checks in accordance with the Wells Fargo Remote Deposit Capture Service Description ("RDC Service Description"), which is incorporated by reference into this Service Description,
      ii. Create images of Invoices and other Remittance Materials according to this Service Description, and
      iii. Transmit Electronic Checks and Remittance Materials to us in an Electronic File for processing according to the RDC Service Description and this Service Description.
   b. **Processing.**
      i. **Business Rules.** If you and we have agreed to Business Rules to apply during the processing of your Electronic Files, we will apply them to each Electronic File you send us. Our processing will include data capture of the dollar amount of each Electronic Check, along with data entry related to Remittance Materials, as agreed to by you and us in your Business Rules.
      ii. **Exception Electronic Checks.** If we identify any Electronic Checks that are ineligible for processing, we will identify these exception checks in a report made available to you. You are responsible for reviewing each electronic check identified in this report in a timely manner and arranging for the timely disposition of each check (whether through recapture or physical deposit) outside the process available in connection with this Service.
   c. **Instructions.** If this option is available to you, you can use the CEO portal or another communications channel you and we agree to use to give us specific processing instructions for the Electronic Files.

6. **Imaging and retention.**
   a. **Imaging and access to images.** Unless you and we agree otherwise, we will electronically image all Remittance Materials unless rejected or otherwise unprocessable. You may access images of Remittance Materials through the *CEO* portal or other communications channels or transmission methods we offer to you. We will redact credit card information including account number, signature and expiration date on images of Charge Authorizations.
   b. **Destruction of originals.** All original Checks and other Remittance Materials that we image pursuant to this Service Description will be destroyed 5 Business Days after the processing date. You will notify us of any issues which require inspection of original Checks or Remittance Materials before the end of the 5-day period.
   c. **Intraday image access.** Any images that you access on an intraday basis may not be final and are subject to further value-added keying. You assume all risk associated with your use of or reliance on intradayimages.

7. **Representations and warranties.** You represent and warrant to us that:
   a. Any person you identify in the Set-up Form or any other communication delivered to us is authorized to receive communications and give us instructions regarding the Service. If the authority of any authorized person changes, you will promptly notify us in writing. We will have a reasonable time after receipt of a communication to act on it.
   b. If a payee on a Check received in the Lockbox is a legal entity other than you, you are duly authorized by the payee to have the Check endorsed and deposited into your Account.
   c. Each Charge Authorization received at the Lockbox is legitimate and duly authorized by the account debtor.

8. Indemnification. You agree to indemnify and hold us and our Representatives harmless from and against any and all Losses which we or our Representatives suffer or incur relating to:
   a. A breach of your representations and warranties in section 7,
   b. Any keying errors or misapplied payments resulting from your Decisioning Instructions or errors or delays in your Decisioning Instructions caused by your computer system issues,
   c. Any action taken by us in response to a Decisioning Instruction, except to the extent that any such Losses are directly caused by our gross negligence or willful misconduct, and
   d. The processing of Charge Authorizations.

9. **Limitation on liability.**
   a. We will have no liability or responsibility for Losses arising from:
      i. Any keying errors or misapplied payments resulting from your Decisioning Instructions or errors or delays in your Decisioning Instructions caused by your computer system issues,
      ii. Depositing a Check bearing a restrictive notation in accordance with this Service Description, regardless of whether we have knowledge of the restrictive notation,
      iii. The deposit of any altered Check, unless the loss results directly from the willful misconduct of our officers or employees, or
      iv. Processing a Charge Authorization in accordance with this Service Description.
   b. In addition to the other limitations on our liability contained in the Master Agreement, if you incur a material loss which results directly from our negligence or breach in performing the Service due to our failure to deposit a Payment according to this Service Description, our liability will be limited to direct damages in an amount not to exceed interest on the Payment amount calculated at the Federal Funds rate for the time period such Payment amount is not in your Account, not to exceed 30 days.

10. **Miscellaneous.**
   a. **Service fees.** We may require that you establish a separate analyzed account with us for billing purposes. You authorize us to debit our Service fees and charges from the billing account.
   b. **Termination.** Upon termination of the Service, we will (i) close the Lockbox, and (ii) dispose of the mail addressed to the Lockbox in the manner instructed by you for a period of 3 months after the termination date, unless otherwise agreed between you and us. You will prepay our Service fees to dispose of the Lockbox mail based on our estimate at the time of termination.
   c. **Customer service.** Any questions that you have with respect to the Service should be addressed to our customer service center at the telephone number and address separately provide to you.
   d. **Assignment.** Notwithstanding anything to the contrary in this Service Description or the Service Documentation, our rights and obligations with respect to the Service shall be assignable to any successor in interest without restriction.
   e. **Survival.** Sections 8 and 9 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays.

Business Rules mean certain processing rules that you and we agree in writing to apply to the Payments and Electronic Checks.

Charge Authorization means a written authorization to charge your customer's credit card for a payment due to you.

Check means a paper Item (which includes drafts) received at the Lockbox that we accept in payment of obligations to you.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decisioning Module means our Online Lockbox Decisioning Module.

Electronic Check means an electronic image of, and electronic information derived from a paper check.

Electronic File means an electronic file transmitted to us with an Electronic Check.

Exception Manual Check means a Manually Processed Check that we determine in our sole discretion is not eligible for processing, as described in the User Guide for the Service.

Foreign Check means a Check drawn on a foreign bank or payable in a currency other than U.S. Dollars.

Invoice means an invoice or remittance coupon included with a Payment received in the Lockbox.

Item is defined in the Account Agreement.

Lockbox Address means the United States Postal Service address we assign to you for the Service.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Merchant Agreement means a separate merchant services agreement you and we enter into for us to process your Charge Authorizations.

Payment means a Check, Charge Authorization or cash received in the Lockbox.

Remittance Materials means any Checks, Charge Authorizations, Invoices, correspondence, papers, documents, and other envelope contents (other than cash).

Representatives is defined in section 11(f) of the Master Agreement.

WELLS FARGO

ACH and related services Service Description

Treasury Management services

[REVISED – December 18, 2020]

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination service
- ACH Fraud Filter service
- Cash Concentration service
- *Perfect Receivables®* service
- *WellsTAX®* Payments service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.

4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator, or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.

5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.

6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.

7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.

8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.

10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.

12. **Indemnification.** WWe indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.

13. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.

14. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of this Service.

Additional Terms and Service options

15. **International Entries.** This section contains additional terms that apply when you originate International Entries.
    a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
        i. The laws and payment system rules of the receiving country of your International Entry,
        ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
        iii. The ACH Rules.

    If there is a conflict among these three areas, they will govern in the order listed above.
    b. **Currency conversion.** With respect to International Entries we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
    c. **Acts or omissions of third parties.** We will not be liable for:
        i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
        ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.

16. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender.
    a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
        i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and supplemental Registration information requested by us, and

iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and

iv. Enter into a written agreement with that customer in which that customer agrees:

1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
4. That we may at any time refuse to process an ACH Entry for that customer.

b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third Party Sender.

c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence to determine that:

i. Each customer is engaged in a legitimate business, and

ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business.

d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer's business and transactions on an ongoing basis, and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.

17. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.

18. **MICR-split processing service.**

a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.

b. You represent and warrant to us that:

i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and

ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

19. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.

a. **Options.** You can choose from the following options:

i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.

b. **Representations and warranties.** With respect to each debit Entry we originate on your behalf, you represent and warrant to us that:
   i. The debit Entry is authorized,
   ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
   iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.

c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.

d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
   a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
   b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
   c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.

2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
   a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
   b. **Post option.** All Echecks will automatically post without your review.
   c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.

3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.

4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

***Perfect Receivables*® Service**

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.

2. **WPIC restrictions.**
   a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
   b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
   c. We reserve the right to limit your ability to receive debit or credit Remittances for any WPIC number or range of WPIC numbers above a specified amount and to change the specified amount, which may be as low as zero, at any time upon notice to you,
   d. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.

3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject or other restricted Remittances. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.

4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
   a. That does not contain all of the required information specified by us,
   b. If we suspect that you are not entitled to the Remittance,
   c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by Applicable Law to accept credits or debits to any of your Accounts, or
   d. If you are in default under this Service Description or any other Service Documentation.

5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.

6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

***WellsTAX*® Payments Service**

1. **Description of service.** With this Service, you can use our *CEO*® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.
2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.
3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.
4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.
5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.
6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.
7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.
8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.
9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.
10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.
11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
    a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
    b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

***CEO*® portal** means our Commercial Electronic *Office*® portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

WELLS FARGO

Addendum to ACH Origination Service Description for State Tax Refund Return Opt-in Program Participants

1. **Introduction.** This Addendum to ACH Origination Service Description for State Tax Refund Return Opt-In Program Participants ("Addendum") applies to Company in connection with its use of the ACH origination service ("Service") pursuant and subject to the terms of the Service Documentation, including the ACH Origination Service Description ("Service Description"). If there are any conflicts between this Addendum and the Service Description, this Addendum shall control. Any capitalized terms not otherwise defined in this Addendum shall have the meaning set forth in the Service Description or the ACH Rules, unless otherwise indicated.

2. **Description of Program Services**. Company has agreed to participate in the State Tax Refund Return Opt-In Program ("Program") offered by NACHA—The Electronic Payments Association ("NACHA"), through which participating RDFIs can submit Return Entries to Company under operating rules adopted specifically for the Program. In connection with Company's participation in the Program, Company has requested that Bank enter into a State Tax Refund Return Opt-In Program ODFI Agreement with NACHA ("ODFI Agreement"). The ODFI Agreement permits Bank, as ODFI for Company, to receive Return Entries transmitted under an R17 return reason code in accordance with the operating rules adopted for the Program and the ACH Rules (collectively, "Program Rules"). Bank will provide "Program Services" under this Addendum in accordance with its obligations under the ODFI Agreement. In the event of a conflict among the foregoing requirements, the following order of precedence shall apply: (1) the ODFI Agreement; (2) the Program Rules; and (3) the ACH Rules.

3. **Program Returns**. Bank will receive R17 Return Entries on behalf of Company in accordance with the Program Rules. Company understands and agrees that Bank is otherwise permitted to dishonor R17 Return Entries in accordance with the ACH Rules, and that it is Company's responsibility to notify Bank of Program Entries that should be dishonored, in accordance with the time limits set forth in the ACH Rules. Company understands and agrees that all Program Returns (as defined in the Program Rules) may be transmitted for up to 60 days following the Settlement Date of the original Entry. If a Participating RDFI wishes to transmit a Program Return after 60 days from the Settlement Date of the original Entry, the Participating RDFI must contact Bank to obtain permission for a late Program Return and Bank shall accept or deny the late Program Return request at its sole discretion. Company understands and agrees that it is the Participating RDFI's responsibility to provide Bank with the appropriate subcode specifying the nature of each Program Return.

4. **Program Information.** In accordance with the requirements of the Program Rules, Company understands and agrees that Bank is permitted to share information with NACHA regarding Company's participation in the Program, including but not limited to transaction volumes.

5. **Indemnification**. Bank shall have no liability for the acceptance of any Program Return in accordance with this Addendum and the ODFI Agreement. In addition, Company will indemnify Bank from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered by Bank arising directly or indirectly from or related to its performance of the Program Services.

6. **Termination**. In addition to the termination provisions contained in the Master Agreement and Service Description, Bank may terminate this Addendum immediately upon notice to Company if it receives notice of termination of the applicable ODFI Agreement.

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WELLS FARGO

Wire Transfer Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:
- Wire Transfer

The Service Documentation includes:
a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.

2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

   We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.
   a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
   b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**
   a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
   b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.

4. **Authorization to pay.** You authorize us to:
   a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
   b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

   You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:
   a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
   b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

   If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.

7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.

8. **Drawdown requests.** A “drawdown request” is an instruction from you to another depository institution to debit:
   a. An account at that institution and transfer the funds to us (an “outgoing drawdown request”), or
   b. The Account and transfer the funds to that institution (an “incoming drawdown request”).

   In this Service description, “Payment Order” includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

   If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.
Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.
Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

FARGO

Wire Transfer Services Customer Setup Form and Agreement

Part I – Setup Information

Treasury Management Customers
Complete Part I and sign as provided in Part III. The information in this setup form and your separate treasury management documents relating to wire transfers govern your use of Wells Fargo's wire transfer service.

All Other Customers (including consumers and non-Treasury Management business customers)
Complete Part I, review the Wire Transfer Services Agreement in Part II, and sign as provided in Part III.

Type of Request: ☐ New ☐ Update Existing Information ☐ Delete Existing Information

A. Account Numbers (list accounts to be debited for each wire transfer)

For additional accounts attach a signed listing with notation of Customer's name and the additional account numbers. Check the appropriate box for each account number to identify the account type.

1) ☐ DDA ☐ G/L	2) ☐ DDA ☐ G/L	3) ☐ G/L ☐ DDA	4) ☐ DDA ☐ G/L
5) ☐ DDA ☐ G/L	6) ☐ DDA ☐ G/L	7) ☐ G/L ☐ DDA	8) ☐ DDA ☐ G/L
9) ☐ DDA ☐ G/L	10) ☐ DDA ☐ G/L	11) ☐ G/L ☐ DDA	12) ☐ DDA ☐ G/L

B. Advice Information (additional fees apply for these services)

For Fax or Email Notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper based service is no longer available to add) ☐ Delete Mail Advice

C. Authorized Callers (people authorized to initiate wires)

$ Limit = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.
Initiation Type = If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R = Repetitive / B = Both Repetitive & Non-Repetitive.

Authorized Callers first & last name	**Caller**	**$ Limit**	**Phone Number** including area code	**Initiation Type √** **R**	**B**
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐
	☐ Add ☐ Delete	$		☐	☐

D. OPTIONAL Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Verify Orders exceeding: $ _____

Authorized Approvers first & last name	**Approver**	**$ Limit**	**Phone Number** including area code
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	

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Authorized Approvers first & last name	**Approver**	**$ Limit**	**Phone Number** including area code
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	
	☐ Add ☐ Delete	$	

E. Alternate Account to be Charged for Wire Fees (Available to Business and Wealth Private Banking customers ONLY)

List account only if wire fees are to be assessed to this account for the accounts listed in Part I-A.

☐ DDA ☐ AU and G/L _____

Part II - Wire Transfer Services Agreement

1. Introduction. This Wire Transfer Services Agreement ("Agreement"), along with the account agreement applicable to the account used in connection with the wire transfer services ("Account"), govern your use of Wells Fargo's wire service. With this service, the Wells Fargo customer identified in this Agreement ("you" or "your") can instruct Wells Fargo Bank, N.A. ("Wells Fargo") to transfer funds by wire from the Account ("Order").

2. Security Procedure

2.1. General. You agree to use the security procedure described in this Section ("Security Procedure") when you request an Order (except for an Order delivered to Wells Fargo in person by you or your authorized representative). The purpose of the Security Procedure is to verify the authenticity of an Order delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Wells Fargo in compliance with the Security Procedure.

2.2. Voice Initiated Orders. Wells Fargo's standard Security Procedure for a voice-initiated Order consists of confirming the personal identification number ("PIN") accompanying an Order corresponds with a valid PIN assigned to you, and confirming the voice print provided when placing an Order matches the print registered on file for that PIN holder. A PIN and voice print are required for all voice-initiated transfers.

2.3. PIN. Each person authorized to initiate and/or approve Orders for you will be issued a unique PIN. PINs are computer-generated and you cannot choose your own PIN. Wells Fargo employees do not have access to PINs. You agree to safeguard any PIN assigned to you. You must supply the PIN each time you initiate an Order. PINs are issued via a two-part, confidential mailer sent to you. If lost or forgotten, Wells Fargo cannot reconstruct PINs. For your protection, if you suspect a PIN has been compromised, or if an authorized person is no longer authorized, immediately notify Wells Fargo Wire Transfer Services at 888-384-8400. Wells Fargo, in its sole discretion, may cancel or reissue any PIN it believes may have been compromised, including, without limitation, a PIN that has never been acknowledged as having been received and any PIN that has been used by anyone other than the intended authorized user.

2.4. Identify Authorized Persons. You will notify Wells Fargo in writing of the identity of each individual authorized to receive information regarding the Security Procedure. You will promptly notify Wells Fargo in writing of any change in an authorized individual. Your notice will be binding on Wells Fargo if it is received in a time and manner that gives Wells Fargo a reasonable opportunity to act on it. Wells Fargo will be fully protected in relying on your notices.

2.5. OPTIONAL Verify Callback Service. If you select this optional fee-based service by providing the information requested in Section D of Part I, it will become part of your Security Procedure. Wells Fargo will make at least one attempt to telephone an individual authorized to approve wires other than the initiator (an "Authorized Approver") to verify the voice-initiated non-repetitive wire transfer order is authorized when the amount of the wire exceeds the wire transfer order limit designated in Section D of Part I. You may designate a limit up to which an Authorized Approver may authorize an order. A PIN is required to authenticate each Authorized Approver. If Wells Fargo is unable to (a) contact and authenticate or (b) obtain approval from an Authorized Approver, the wire will not be processed.

3. Inconsistency of Name and Number. If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. ***You further acknowledge the beneficiary account number or beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide in connection with an Order will be complete and accurate, and you understand you could lose the transfer amount if the information is incorrect.***

4. Responsibility of Wells Fargo. Wells Fargo may send an Order by wire, telegraph, telephone, cable, or whatever other transmission method Wells Fargo considers to be reasonable. Wells Fargo may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank, government agency, or other third party that Wells Fargo considers to be reasonable. Wells Fargo may utilize any reasonably selected funds transfer system or intermediary bank, even if its selection differs from instructions in the request.

5. Additional Actions by Wells Fargo. Any action Wells Fargo takes to detect an erroneous Order, or any actions Wells Fargo takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Wells Fargo's sole discretion. No matter how many times Wells Fargo takes this action, it will not become part of Wells Fargo's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Wells Fargo will not in any situation be liable for failing to take or to correctly perform the action.

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6. Liability. Wells Fargo is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the s specified in this Agreement. For Orders subject to Article 4A of the Uniform Commercial Code ("UCC 4A"), Wells Fargo will be liable to you only for damages required to be paid under UCC 4A. For Orders not subject to UCC 4A and for other obligations under this Agreement, Wells Fargo will only be liable for its negligence or willful misconduct. Wells Fargo will not be liable for any third party's failure to or delay or error in processing an Order. Wells Fargo will not be liable for any delay in performing or failure to perform if the delay or failure results from any cause beyond its reasonable control. In no event will Wells Fargo have any liability for consequential, special, punitive or indirect loss or damage which you may incur in connection with this Agreement.

7. Indemnification. You agree to indemnify and hold Wells Fargo, its directors, officers, employees and agents harmless from all third party claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or connected with the performance of any wire transfer service under this Agreement. This indemnification will survive the termination of this Agreement.

8. Cancellation, Amendment, Reversal. An Order will be final and not subject to cancellation, amendment or reversal by you, except Wells Fargo may, at your request, make an effort to effect such cancellation, amendment or reversal without incurring any liability for its failure or inability to do so.

9. Your Duty to Notify Wells Fargo of Unauthorized Activity. If you identify any discrepancies in your account setup (including repetitive wire transfer templates), please contact us immediately at 1-888-384-8400. Wells Fargo will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly of any such discrepancy. You will exercise ordinary care to determine whether an Order accepted by Wells Fargo was either erroneous or not authorized and to notify Wells Fargo of the facts within a reasonable time not exceeding 14 days after you have received notification from Wells Fargo that the Order was accepted or that your Account was debited or credited with respect to the Order, whichever is earlier. You will be precluded from asserting that Wells Fargo is not entitled to retain payment for an Order unless you object within 14 days.

10. Fees and Taxes. You agree to pay Wells Fargo's current wire transfer service fees. A copy of Wells Fargo's current fee schedule is available to you on request. You also agree to pay amounts equal to any applicable taxes on these wire transfer services (exclusive of taxes based on net income of Wells Fargo).

11. Currency. An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Wells Fargo convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Wells Fargo makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Wells Fargo in its sole discretion, and it includes a markup over Wells Fargo's cost of sourcing the relevant currency or currencies. The markup may be based on several factors, including without limitation costs incurred, market risks, services rendered, the client relationship, the transaction and our desired return.

The exchange rate Wells Fargo provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. Wells Fargo reserves the right to refuse to process any request for a foreign exchange transaction.

Wells Fargo will not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at Wells Fargo's buying rate for exchange at the time the cancellation of the Order is confirmed by Wells Fargo.

12. Term and Termination. This Agreement may be terminated by you or Wells Fargo with prior written notice, but will remain in effect with respect to any transaction occurring prior to its termination.

13. Amendments to Agreement. Wells Fargo may, from time to time, notify you of a change to this Agreement or its rules or procedures. By using the wire transfer service after the notice is sent or otherwise made available to you, you will be conclusively deemed to have agreed to the change.

14. Governing Law; Rules and Regulations. Our rights and obligations regarding Orders will be governed solely by this Agreement, your account agreement, and, to the extent applicable, federal law and the state laws governing your Account. All Orders will be subject to the rules and regulations of any funds transfer system used by Wells Fargo, as amended from time to time.

15. Notices; Receipt of Confirmations. If a notice is sent to you, it will be effective if it is delivered in person or sent by first class mail to your last address as shown on Wells Fargo's records. If a notice is sent to Wells Fargo, it will be effective if it is delivered by first class mail to the address shown in Wells Fargo's then current fee schedule (or to such other address as Wells Fargo may from time to time direct) and after Wells Fargo has had a reasonable opportunity to act on it. An optional confirmation or a bank statement showing a wire transaction, sent electronically or by mail, to your last address as shown in Wells Fargo's records and not returned, will be conclusively presumed to have been received by you. Wire Transfer mail confirmations are not available for addresses outside of the United States.

16. Miscellaneous. Wells Fargo's waiver of any term of this Agreement will not constitute a waiver of any other term or impair any of its rights if you breach this Agreement. You agree not to assign your interest in this Agreement to anyone else. If any provision of this Agreement is determined by a court to be invalid, it will not affect the validity of any other provision. In interpreting this Agreement, the headings will not be considered a substantive part of this Agreement. Unless the context requires otherwise, terms not defined in this Agreement have the meanings, if any, provided in UCC4A. This Agreement and any applicable account agreements constitute our entire Agreement with respect to the matters they cover and supersede all prior oral or written communications between us regarding such matters. In the event of conflict between a provision of this Agreement and any other agreement you may have with Wells Fargo (including without limitation, any account agreement between us), the terms of this Agreement will govern the subject matter of this Wire Transfer Agreement.

17. Additional Terms Governing Outgoing Consumer International Wires

17.1. General. This Section contains additional terms applicable only to Orders initiated by a natural person in the United States to transfer funds to a Beneficiary in a foreign country for personal, family, or household purposes (each, an "Outgoing Consumer International Wire"). This Section does not apply to any Order sent to a Beneficiary in the United States, to any Order initiated by a non-consumer, or to any Order initiated by a consumer for any non-personal, non-family, or non-household purposes. In the event of a conflict between a provision in this Section and a provision in the rest of this Agreement or in the agreement governing your Account, the provision in this Section will control.

17.2. Disclosures and Receipts. Prior to sending an Outgoing Consumer International Wire, Wells Fargo will disclose to you, by telephone, the amount that will be transferred to the Beneficiary, a description of any fees and taxes imposed by Wells Fargo, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the Foreign Currency, a description of any fees and taxes to be applied by any other person to the extent known by Wells Fargo, and the amount that will be received by the Beneficiary. Wells Fargo will mail a receipt for an Outgoing Consumer International Wire within 30 days after payment is made for the Outgoing Consumer International Wire.

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17.3. Liability. Wells Fargo is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Wells Fargo will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Wells Fargo's agent. In no event shall Wells Fargo have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

17.4. Cancellation. You may cancel an Outgoing Consumer International Wire for a full refund within 30 minutes of completing a transaction. To cancel, call the cancellation phone number provided to you at the time of your request.

17.5. Error Resolution. In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify Wells Fargo no later than 180 days after the "Availability Date" (the date when funds will be available to the Beneficiary) disclosed to you by contacting us at 1-888-384-8400 or by mailing Wells Fargo at the address shown in Wells Fargo's then current fee schedule or to such other address as Wells Fargo may from time to time direct. If you fail to notify us within this time period, Wells Fargo will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction.

When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the Beneficiary's name and, if known, his or her telephone number and address; (c) the date, dollar amount and transaction confirmation number of the Outgoing Consumer International Wire; and

(d) the error or problem with the wire transfer, and why you believe it is an error or problem.

17.6. Governing Law. An Outgoing Consumer International Wire is a "remittance transfer" as defined in Regulation E, Subpart B, and will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of UCC4A, without regard to its conflict of laws principles.

Part III – Agreement and Approval

Customer Approval - Signatures as required by Certificate of Authority or the Signature Card.

Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.

Legal Name as it appears on your Account	Customer's Primary Phone No.

Mailing address for PINs and mail advice including City, State, and zip code. (If blank, items will be mailed to address on primary statement mailing address.)

Printed Name of Authorized Signer		Printed Name of Authorized Signer	
Signature	Date	Signature	Date

Bank Approval - Forms submitted without Customer and Banker signatures or older than 90 days will be returned unprocessed.

Customer's 1st ID	ID Type	ID Number	Issued by State/Country	Expiration Date
Customer's 2nd ID	ID Type	ID Number	Issued by State/Country	Expiration Date

Banker/Officer's Phone #	Banker/Officer's Fax #	Bank MAC

Banker's Wells Fargo email address for notification. A reasonable attempt will be made to contact the banker at the Wells Fargo email provided upon completion. Notification will NOT be sent to any email address outside the Wells Fargo system.	Document Prepared by & phone # (in case of questions about this setup)

Banker/Officer's Printed Name	Banker/Officer Signature — Required	Date

Once the customer's approval/signature is received on the form, the Banker/Relationship Manager must approve/sign the form, then fax to 866-922-6202, or email to imgwiresetups@wellsfargo.com. The form must be submitted from a valid Wells Fargo Fax or email address. File copies in your location's record retention file.

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WELLS FARGO

Information Reporting and Image Delivery Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Information Reporting and Image Delivery

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. **Description of services.**
   a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
   b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our CEO portal, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
   c. The Master Agreement (which contains terms and conditions applicable to all services),
      i. Posted to or processed through the Account,
      ii. Cashed or collected by us or accepted for deposit to the Account, and
      iii Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. **Accuracy of Information.**
   a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
   b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. **Software Sublicense.** If a software license or sublicense is required for you to access the Service ("Software Sublicense"), we will make the terms of the Software Sublicense available to you as part of the set up process for the Service. You will be required to accept the Software Sublicense before being allowed to access the Service. We may terminate any Service requiring use of a Software Sublicense immediately on written notice to you, including without limitation if you fail to comply with the Software Sublicense.

4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Services.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.

Check Disbursements and Fraud Prevention Services Service Description

Treasury Management Services

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Revised November 6, 2020

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:
Fraud Prevention and Related Services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized Disbursement Services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Services),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud Prevention and Related Services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
   a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section 1b below:

      i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
      ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
      iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section 1b,
      iv. We will pay or return each Exception Check (see section 5), and
      v. We separately review each "directly-presented Check" (see section 8).

   b. **Service options.** You may enroll an Account in one of two options of the Service:
      i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
      i. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.

2. **Check Issue Data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
   a. We will use only the Check Issue Data you provide to us,
   b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
   c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.

3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).

4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our *CEO* portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
   a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
   a. **Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the *CEO* portal, you will use the *CEO* portal to communicate your instruction regarding the Exception Check to us.
   b. **No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.

6. **Default Options.** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
   a. **"Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
   b. **"Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.

7. **Payee Validation Service.**
   a. **Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
      i. On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
      ii. If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
      iii. If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.

b. **When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
   i. The Check is less than the Payee Validation Threshold,
   ii. The payee's name on the Check is handwritten instead of machine-printed,
   iii. You fail to include the payee's name on the Check in your Check Issue Data,
   iv. We do not receive your Check Issue Data for the Check before our Cutoff Time, or
   v. You request we add the payee's name manually to Check Issue Data you have previously provided to us.

c. **Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
   i. The Check with the unauthorized alteration is hand-written, or
   ii. We fail to identify an alteration or other discrepancy in the payee's name because:
      1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
      2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:

   a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
   b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

   You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presented Check will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**
   a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
      i. There is an alteration in its serial number or amount,
      ii. It is counterfeit, bears a forged or unauthorized signature, or
      iii. It was otherwise not validly issued.
   b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
      i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and

ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. **Stop payment; cancel and void instructions; stale-dated Checks.**
    a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
        i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
        ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
    b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
    c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. **Our right to return checks.** Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:
    a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
    b. There are insufficient collected and available funds in your Account to pay the Check.

    You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. **Survival.** Sections 4, 7, 9 , 10 and 11 will survive termination of Services.

Reverse Positive Pay Service

1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
    a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
    b. You can request we edit Checks that have posted incorrectly to your Account,
    c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
    d. You can instruct us to return unauthorized Checks.

    For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our *CEO* portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the *CEO* portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.

3. **Teller match service.**
   a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
   b. With respect to a directly-presented Check, we will have no liability to you for not performing:
      i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
      ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.

4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.

5. **Checks to be paid; liability limit and indemnification.**
   a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
   b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
   c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.

6. **Edit requests and return instructions.**
   a. **Edit requests.** We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the *CEO* portal.
   b. **Return instructions.** We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.

8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.

2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP) Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
   a. Receive Account information reporting, based on the Service options you select,
   b. Store information about Items you issue on your Accounts, and
   c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.

2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.

3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
   a. The Account Agreement governs the stop payment order,
   b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
   c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"),
   b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
   c. The information reporting service specified by us ("Information Reporting Service").

   Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
   a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
   b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

   If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

3. **Your obligation to deposit funds in Funding Account.**
   a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
      i. The Total Net Presentment or your estimate of the Total Net Presentment, and
      ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.

   b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
      i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
      ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
   a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
   b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.

6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.

7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
   a. Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
   b. Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

   Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.

9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
   a. Your performance or failure to perform your obligations in accordance with this Service Description,
   b. Us acting on any information you provide us in any Service Documentation or otherwise,
   c. If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
   d. Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
   e. Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
   f. If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
   g. Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
   h. The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.

10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:
    a. You fail at any time to fund the Funding Account as required in this Service Description,
    b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
    c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.

    Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.

11. **Survival.** Sections 2 and 5 – 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

1. **Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.

2. **Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.

3. **Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").

4. **Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.

5. **Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.

7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.

8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("CDM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.

9. **CDM check issuance; Issue Files.** You must identify and describe each CDM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a CDM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the CDM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any CDM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative CDM data base of issued and outstanding CDM Checks (the "Issue File Data Base").

10. **Presentment and payment of CDM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a CDM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.

11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via CDM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.

12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any CDM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.

13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue CDM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
    a. Issue Funding Basis. If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
    b. Presentment Funding Basis. If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.

14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.

a. **ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.
b. **ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.
c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.
d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.

e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.

15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth in this section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
    a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
    b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
    c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
    d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
    e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
    f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.

16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.

17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.

18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.

20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.

21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.

22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.

23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.

25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WELLS FARGO BANK, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our *CEO* portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
   b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
      i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
      ii. Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.

      To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

   c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.

11. **Liability and Indemnification.**
   a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
      i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
      ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
      iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
      iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
         1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
         2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and

3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"), and
   b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WFB, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth in the Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
   i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
   ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

   To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not consitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudlent transaction.

10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

11. **Liability and indemnification.**
    a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
       i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
       ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
       iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
       iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
          1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
          2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
          3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

       "Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

       When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying

bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. **Anti-money laundering and sanctions controls.** While this Service Description is in effect, you will:
   a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations, judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
   b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
   c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
   d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
   e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
   f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. **Survival.** Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section 11(f) of the Master Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

WELLS FARGO

Check Cashing Service Description

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. (“Bank”) check cashing service (“Service”) and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   (e) User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank’s Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company’s use of the Service confirms Company’s receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Bank’s Service.** Bank’s Service enables Company to have Bank and Bank’s affiliates (each an “Affiliate” and unless otherwise specified, along with Bank, collectively “Bank”) cash checks drawn on Company’s accounts held at other banks.

   2.1. Company’s Request to Cash Checks. Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service (“Setup Form”); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an “Account” and collectively “Accounts”) at a drawee bank identified on the Setup Form (“Drawee”) (each such check a “Check”) whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

2.2. Check Cashing Procedures. Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. Fees. Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.

4. Termination of Service. In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented or, in its sole determination, there is an unacceptable risk of fraudulent activity. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.

5. Company's Guarantee of Payment and Obligation of Reimbursement.

5.1. Guarantee of Check Payment. Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

5.2. Obligation of Reimbursement. If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.

6. Bank's Limitation of Liability and Company's Agreement to Indemnify Bank. Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified

Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

Survival. Sections 4, 5 and 6 of this Service Description survive termination of the Service.

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WELLS FARGO

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services ("Agreement"), the customer identified on the signature block ("Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person(s) signing this Agreement the authority on Customer's behalf to (i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form ("Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. Commercially Reasonable

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. Confidentiality of Security Procedure and Authentication devices/passwords

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name(s)

_____

Printed Name of Authorized Representative
Signature
Date

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WELLS FARGO

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. Service documentation. The Service Documentation contains the terms governing each Service and includes:
   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. Services. You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. Changes to services. We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. Term and termination. Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

   We may suspend or terminate any Service:

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a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
b. Without prior notice to you if:
    i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
    ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
    iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
    iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
    v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
    vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.
    a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
    b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

    You will:
        a. Maintain the confidentiality of the Confidential Information,

b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.
   a. Description of the CEO portal. The CEO portal is our electronic banking portal that is accessed through the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
   b. Access to the CEO portal. When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
   c. Administration of the CEO portal. We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.
      i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
         (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
         (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
         (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
   i. Does not comply with any term applicable to the CEO portal,
   ii. Is not permitted by Applicable Law,
   iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
   iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).

e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service oraction. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.

f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.
    a. Non-subscribed alerts. When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
    b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.
    a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
       i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
       ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
       iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
       iv. Would possibly result in us not complying with Applicable Law.
    b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
    c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.

d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
   i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
   ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
   iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

   You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
   i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
   ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.

h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a)

exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.
    a. Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
    b. Entire agreement. The Service Documentation (and any documents referred to therein):
        i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
        ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
    c. Electronic agreement. To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
    d. No waiver. Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
    e. Third party beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
    f. Financial condition. You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
    g. Your representations and warranties. You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
    h. Use of names. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.

i. Notices and communications.Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
    i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
    ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
    iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
    iv. Each party will have a reasonable time after receipt of any notice to act on it.
    v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
    vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Amendment to Master Agreement for Treasury Management Services

Treasury Management Services

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Introduction

This Amendment supplements and modifies the Master Agreement for Treasury Management Services ("Master Agreement") for City of Beaumont. "You," "your" or "yours" refers to the customer identified in the immediately preceding sentence. The terms "we," "us," or "our" refer to the Bank. Capitalized terms used but not defined in this Amendment are defined in the Master Agreement. This Amendment constitutes part of the Service Documentation as defined in the Master Agreement. If there is a conflict between this Amendment and the Master Agreement or other Service Documentation, this Amendment will control. Except as expressly modified by this Amendment, all terms and provisions of Master Agreement and Service Documentation will continue to apply with full force and effect.

Amendment

We agree that the Master Agreement governing our relationship with you is amended as follows:

1. The following text is added at the end of Section 3 of the Master Agreement (titled "**Changes to services**"):

   "Notwithstanding the immediately preceding paragraph, through the Initial Term End Date (as defined below) Bank will not change the fees for Services reflected on Attachment A, except:

   - in order to reflect the impact of any change in Applicable Law;
   - in the event your Service usage volume is materially lower than that reflected on Attachment A;
   - for changes to Bank's pricing methodology for Services, including element IDs associated with a Service, so long as the change does not increase the total price of the Services to you (unless permitted under one of the two immediately preceding bullet points).

   If you implement additional Services not described on Attachment A prior to the Initial Term End Date, the fees for such additional Services will be as disclosed to you in connection with the implementation of such additional Services."

2. The text of Section 4 (titled "**Term and termination**") Subsection (a) is deleted in its entirety and replaced with the following:

   " a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 45 days of the date of notice; or"

3. The following text is added at the beginning of Section 4 (titled "**Term and termination**") as a new first sentence:

   "Subject to the termination provisions below, the initial term of this Agreement will commence on August 1, 2022 and expire on July 31, 2027 ("Initial Term End Date"), and this Agreement may be extended for not more than two additional two-year extension terms by your and our mutual consent."

4. The text of Section 12 (titled "**Governing Law**") is deleted in its entirety and replaced with the following:

   "**Governing law.** The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of the State of California, without reference to its principles of conflicts of laws ("Governing Law")."

5. The text of Section 14 (titled "**Jurisdiction**") is deleted in its entirety and replaced with the following:

   "**Jurisdiction**. For any proceedings regarding this Agreement (other than a proceeding subject to arbitration), you and we each hereby irrevocably submits to the jurisdiction of the courts of the State of California or the federal courts located there and irrevocably agrees that all claims relating to the proceeding may be heard or determined in those courts."

WELLS FARGO BANK, N.A.	**City of Beaumont**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment A
Pricing for Specified Treasury Management Services
See Attached

Banking Services Proposal — Required Services

Estimated Monthly Activity Detail

Service Description	Unit Volume	Activity Price	Unit total
General account services:			
Account maintenance	1	10.0000	10.00
Checks Returned with Statements	7	N/A	0.00
Depository Services			
Deposits	350	3.0000	1,050.00
Checks Paid	40	0.1000	4.00
Deposited Items - On Us	60	0.0600	3.60
Deposited Items – Local Clearing	90	0.0600	5.40
Deposited Items – Other	100	0.0600	6.00
Currency Deposited [1]	**$25,000**	0.0013	32.50
Returned Item Debit	10	10.0000	100.00
ACH Returned Item Debit	5	6.5000	32.50
Returned Item Reclear Fee	0	5.0000	0.00
Returned Item Special Handling	0	0.6000	0.00
Controlled Disbursement Services			
Checks Paid (on Accounts Payable) [2]	40	Minimum[2]	75.00
Positive Pay Package	1	15.0000	15.00
Cash Reporter/Information Reporting	1	15.0000	15.00
ACH Services			
File Input	0		0.00
Credit - Incoming	10	0.1000	1.00
Debit – Incoming	25	0.1000	2.50
Notification of Change	1	6.5000	6.50
Wire Transfer Services			
Incoming Domestic Wire	2	10.0000	20.00
Outgoing Domestic Wire	2	4.0000	8.00
Non-PC Repetitive Outgoing Domestic Wire	0	3.0000	0.00
Wire Notification (Phone)	1	15.0000	15.00
Information Reporting Services			
Basic Online A/C Maintenance	1	25.0000	25.00
Basic Online Detail Transactions	500	0.1000	50.00
Online CM ACH Maintenance (Stand Alone)	1	15.0000	15.00
ACH Upload Expense	1	N/A	0.00
	Grand total	$	1,492.00

NOTES:

[1] Updated volume to reflect the average dollar amount of cash and coin deposited monthly.

[2] There is a minimum fee for our ARP Full Reconciliation Per Item charge. The per item charge is .12 if the minimum is exceeded.

Please reference the attached Wells Fargo Treasury Management Pro Forma to see the full detailed proposed pricing. Please see the conversion allowance in the RFP response that can be used to offset monthly fees and setup costs.

Banking Services Proposal — Required Services

ADDITIONAL Standard Monthly Activity Detail

The below activity detail reflects *additional* charges and volumes anticipated based on our understanding of the City's requirements and the services in the RFP. We have used data from the Q & A responses, the analysis statements provided, as well as the services requested in the RFP scope. Please reference the attached Wells Fargo Treasury Management Pro Forma to see the full detailed proposed pricing which includes all volumes provided as well as the below volumes added. Please see the conversion allowance in the RFP response that can be used to offset monthly fees and setup costs.

Service Description	Unit Volume	Activity Price	Unit total
General Account Services:			
RECOUPMENT MONTHLY	17,000	0.1275	2,167.50
Account Reconcilement:			
ARP OPTIONAL REPORTS	42	5.00000	210.00
ARP OUTPUT - TRANSMISSION	21	2.00000	42.00
PAYEE VALIDATION STANDARD-ITEM	40	0.01000	0.40
CEO ARP STMT & RPTS MONTHLY BASE	1	8.00000	8.00
OUTGOING TRANSMISSION - PER ITEM	40	0.01000	0.40
Depository Services			
CASH VAULT DEP - ADJUSTMENT	20	6.50000	130.00
CASH VAULT COIN ROLLS FURNISHED	27	0.12000	3.24
CASH VAULT CURRENCY FURNISHED	9	0.00130	0.01
DESKTOP DEPOSIT MONTHLY BASE	1	10.00000	10.00
DESKTOP DEPOSIT-DEPOSIT CREDITED	21	0.55000	11.55
Wholesale Lockbox			
LBX WHOLESALE BASE	1	220.00000	220.00
LBX TRANSMISSION BASE	1	125.00000	125.00
MISCELLANEOUS CREDITS POSTED	21	0.55000	11.55
WHOLESALE LOCKBOX - DEPOSITED CHECK	1,900	0.14000	266.00
LBX STANDARD CHECK PROCESSED	1,900	0.20000	380.00
LBX DOCUMENT SCANNED	3,800	0.03500	133.00
LBX CEO TIR REPORT PER ITEM	21	0.05000	1.05
ACH Services			
ACH RECEIVED ITEM	35	0.10000	3.50
ACH CEO FRAUD FILTER REVIEW MO BASE	1	10.00000	10.00
ACH CEO RETURN SUBSCRIPTION - ITEM	6	0.20000	1.20
ACH CEO RETURN SUBSCRIPTION-ACCOUNT	1	10.00000	10.00
ACH FUTURE DATED ITEM	1,847	0.05000	92.35
ACH TRANSMISSION CHARGE	4	2.00000	8.00
Information Reporting Services			
CEO ALERTS SERVICE - EMAIL	21	0.04000	0.84
CEO INTRADAY REPORTING ITEMS RPTD	100	0.10000	10.00
CEO INTRADAY REPORTING SUBSCRIPTION	1	25.00000	25.00
	Grand total	$	3,880.59
ONE TIME Setup Charges			
ACH FRAUD FILTER - SET UP	1	0.0000	0.00
ACH SET UP	1	0.0000	0.00
ARP SET UP	1	0.0000	0.00
LOCKBOX SET UP	1	0.0000	0.00

Please submit information on any standard monthly service charges that are not listed in the Monthly Activity Detail and use the same format shown in the Monthly Activity Detail. If any service charges are one-time set-up or service charges, or are to be no charge to the City, please make note of this.

All proposals for additional service must be accompanied by supplemental attachments describing in full the services offered along with monthly cost detail.

BANKING SERVICES PROPOSAL – ADDITIONAL SERVICES

		Cost	
ITEM NO.	SERVICE DESCRIPTION SUMMARY	Per unit	Monthly
08160	CASH VAULT DEP - ADJUSTMENT		6.5000
08190	CASH VAULT CASH ORDER-CALL IN		3.7500
08116	CASH VAULT COIN FURN-STD HALF BOX		4.0000
08115	CASH VAULT COIN FURNISHED-STD BOX		4.0000
08110	CASH VAULT COIN ROLLS FURNISHED		0.1200
08416	CASH VAULT CURRENCY FURNISHED		0.0013
08071	CASH VAULT DEP - NONSTD COIN BAG		12.0000
08008	CASH VAULT DEP - ROLLED COIN		0.1200
08067	CASH VAULT DEP - STD COIN BAG		3.5000
08181	CASH VAULT ORDER - AUTOMATED		3.7500
08630	CASH VAULT ORDER - FED STD BAG		3.0000
08114	CASH VAULT ORDER - HALF STD BAG		3.0000
08210	SAFEVANTAGE EXPEDITED CREDIT		0.0001
08208	SV PREMIUM DEPOSIT CREDIT		5.0000
24250	OVERDRAFT CHARGE-PAID ITEM		35.0000
CK049	DDA STATEMENT - PAPER		5.0000
CK030	CLIENT ANALYSIS STATEMENT-PAPER		5.0000
CK672	BANK CONFIRMATION AUDIT REQUEST		65.0000
CK673	CREDIT RATING AUDIT REQUEST		50.0000
IAMTH	RECOUPMENT MONTHLY		0.1275
64104	IFI MAINTENANCE PER PRODUCT		75.0000
27707	CEO SEARCH		0.1600
12812	CEO IMAGE VIEW < 90 DAYS - ITEM		0.0100
12815	CEO IMAGE VIEW > 90 DAYS - ITEM		0.0100
03303	LBX PKG US MAIL DELIVERY		1.0000
22222	PRINTING & SUPPLIES-VENDOR		0.0100
002	DEPOSITED CHECK		0.1500
36703	LBX MATCHING FILE BASE		60.0000
03102	LBX REMIT PROCESSED CASH		12.0000
03611	LBX REMIT PROCESSED EXPRESS MAIL		2.5000
36731	LBX CORRESPONDENCE OR REJECTS		0.7000
52035	LBX IMAGE FILE IMPORT		0.0300
36745	LBX VALUE ADDED KEYING		0.0250

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	10.0000	
34338	ACH CEO FRAUD FILTER STOP - ITEM	5.0000	
34335	ACH CEO FRAUD FILTER REVIEW - ITEM	5.0000	
ES216	ACH SAME DAY	0.5000	
ES206	ACH ORIGINATED - ADDENDA REC	0.0550	
ES254	ACH ORIGINATION/REJECT DATA - FILE	3.5000	
ES240	ACH RETURN ITEM-REDEPOSITED	6.5000	
ES362	ACH RETURN ITEM - DISHONORED	6.5000	
06507	ACH RETURN UNAUTHORIZED -ELECTRONIC	6.5000	
06511	ACH RETURN UNAUTHORIZED QUALITY FEE	5.0000	
ES230	ACH DELETE - ITEM	10.0000	
ES361	ACH REVERSAL - ITEM	10.0000	
06510	ACH AUTHORIZATION INVESTIGATION	50.0000	
06508	ACH COMPLEX SPECIAL INVESTIGATION	210.0000	
ES231	ACH DELETE/REVERSE - BATCH/FILE	15.0000	
34285	CEO ACH HYP ITM DET INQ - PER ITEM	1.5000	
ES349	ACH RECEIVED ADDENDA	0.0300	
34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	0.0050	
34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	5.0000	
34337	CEO CHECK ISSUES-ITEM	0.3000	
12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.0200	
12609	ARP PAPER STATEMENT/REPORT DELIVERY	20.0000	
12684	ARP PAPER STMT/REPORT MONTHLY BASE	20.0000	
12615	ARP PDF STMTS/RPTS-TRANSMISSION	50.0000	
08172	ADJ FOR CASH DEPOSITED IN WF BRANCH	13.0000	
CK161	CASH DEPOSITED IN WF BRANCH	0.0030	
CK771	LOOSE COIN DEPOSITED IN BRANCH	10.0000	
CK197	CASH ORDER FEE IN A WF BRANCH	9.0000	
CK131	ROLLED COIN FURNISHED BY WF BRANCH	0.5000	
CK141	CURRENCY FURNISHED BY WF BRANCH	0.0030	
22810	WF CHK CASHED FOR NONACCT HOLDER	0.0000	
08052	BRANCH DEPOSIT	3.5000	
22812	NON ACCT HOLDER CHK CASHING - PAYEE	0.0000	
790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	18.0000	
22030	STOP PAYMENT - AUTO RENEWAL	4.0000	
12677	MICR CHECK REJECTS >1% THROUGH 2%	0.8000	
12678	MICR CHECK REJECTS OVER 2%	1.7500	
22225	CHECK CASHING THRESHOLD MO BASE	10.0000	
MD091	PYMT AUTH MAX CHECK MTHLY BASE	17.0000	
12670	STOP PAYMENT - ONLINE	12.0000	
12671	STOP PAYMENT - OPERATOR ASSISTED	30.0000	
12673	STOP PAYMENT - RANGE	15.0000	
ES030	WIRE IN TO USA ACCT-USA DOMESTIC	10.0000	
ES191	WIRE IN XBDR CORRESP BANK-USD/FX	7.0000	

ITEM NO.	SERVICE DESCRIPTION SUMMARY	Cost	
		Per unit	Monthly
ES076	WIRE IN XBDR USA ACCT-USD OR FX	20.0000	
18030	WIRE IN REPAIR	9.0000	
ODACT	DAILY USE OF UNCOLL FUNDS-ACCT LVL	1.0000	
DS194	PAYEE VALIDATION MANUAL REVIEW/ITEM	0.2500	
DS191	PAYEE VALIDATION STANDARD-ITEM	0.0100	
34336	POSITIVE PAY EXCEPTION - CEO IMAGE	0.5000	
12908	POS PAY CHECKS WITH NO ISSUE RECORD	0.5000	
12505	POSITIVE PAY EXCEPTION CHECKS RETND	10.0000	
12903	POSITIVE PAY EXCEPTIONS - ITEM	5.0000	
12906	POSPAY VERIFICATION CALL-CASHED	20.0000	
CK064	CEO RETURN ITEM SERVICE MTHLY BASE	0.0000	
CK081	RETURN ITEM SPECIAL INST MTHLY BASE	38.0000	
34110	SWEEP ACCOUNT POSITION REPORT	10.0000	
22087	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.0000	
22094	SWEEP STAGECOACH MUTUAL FND MO BASE	0.0000	
18901	WIRE OUT XBDR FX CEO/API	25.0000	
ES141	WIRE BOOK TRANSFER CEO/API	4.0000	
18602	WIRE INVESTIGATION	65.0000	
18031	WIRE OUT REPAIR	9.0000	
64100	IFI SETUP PER PRODUCT	0.0000	
03082	LBX PROGRAMMING	100.0000	
34375	CEO ACH ORIG NEW CO ID SETUP	0.0000	
06092	ACH ORIGINATION NEW COMP ID-SET UP	0.0000	
18325	WIRE ACCOUNT ADD CEO/API	0.0000	

WELLS FARGO

Treasury Management Pro Forma

This proposal is based on our understanding of your requirements and the services in the RFP. This proposal includes volumes provided in your Estimated Monthly Activity Detail with anticipated line items and volumes for the products requested in the RFP. Please see the conversion allowance in the RFP response that can be used to offset the fees and setup costs below.

City of Beaumont

Pricing as of June 2022

ANALYSIS SUMMARY		
Average Positive Collected Balance	$	17,000,000.00
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	17,000,000.00
Monthly Analyzed Charges	$	5,372.59
Earnings Allowance @ 0.70%	$	9,780.82
Net Monthly Analyzed Charges (EXCESS)	$	4,408.23
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges	$	0.00
*Charges not offset by balances		

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		BALANCE & COMPENSATION INFORMATION			
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	17,000	2,167.50
		BALANCE & COMPENSATION INFORMATION Subtotal			**2,167.50**
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	10.00000	1	10.00
CK021	010100	DEBITS POSTED	0.10000	25	2.50
15007	010101	DESKTOP DEPOSIT-DEPOSIT CREDITED	0.55000	21	11.55
		GENERAL ACCOUNT SERVICES Subtotal			**24.05**
		LOCKBOX SERVICES			
03302	050400	LBX TRANSMISSION BASE	125.00000	1	125.00
36709	05011R	LBX WHOLESALE BASE	220.00000	1	220.00
36755	050100	LBX STANDARD CHECK PROCESSED	0.20000	1,900	380.00
03905	05011R	LBX DOCUMENT SCANNED	0.03500	3,800	133.00
34222	05031Z	LBX CEO TIR REPORT PER ITEM	0.05000	21	1.05
		LOCKBOX SERVICES Subtotal			**859.05**

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		DEPOSITORY SERVICES			
08173	100100	CASH VAULT DEPOSIT	3.00000	350	1,050.00
CK061	100400	RETURN ITEM - CHARGEBACK	10.00000	10	100.00
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.60000	0	0.00
CK075	100402	RETURN ITEM REDEPOSITED	5.00000	0	0.00
08110	100144	CASH VAULT COIN ROLLS FURNISHED	0.12000	27	3.24
08416	100199	CASH VAULT CURRENCY FURNISHED	0.00130	9	0.01
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00130	25,000	32.50
08160	100501	CASH VAULT DEP - ADJUSTMENT	6.50000	20	130.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.55000	21	11.55
706	100224	DESKTOP DEPOSIT-DEPOSITED ITEM	0.06000	250	15.00
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	0.14000	1,900	266.00
		DEPOSITORY SERVICES Subtotal			**1,608.30**
		PAPER DISBURSEMENT SERVICES			
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.01000	40	0.40
12907	150030	POSITIVE PAY MONTHLY BASE	15.00000	1	15.00
22202	150100	DDA CHECKS PAID	0.10000	40	4.00
		PAPER DISBURSEMENT SERVICES Subtotal			**19.40**
		PAPER DISBURSEMENT RECON SERVICES			
12377	200201	ARP FULL RECON-ITEM	Minimum	40	75.00
12060	200010	ARP MONTHLY BASE - FULL	15.00000	1	15.00
12604	200306	ARP OPTIONAL REPORTS	5.00000	42	210.00
12430	200301	ARP OUTPUT - TRANSMISSION	2.00000	21	42.00
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	8.00000	1	8.00
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.01000	40	0.40
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**350.40**
		GENERAL ACH SERVICES			
CK018	250201	ELECTRONIC CREDITS POSTED	0.10000	10	1.00
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.20000	6	1.20
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	10.00000	1	10.00
ES280	250000	ACH MONTHLY BASE	15.00000	1	15.00
ES211	250102	ACH FUTURE DATED ITEM	0.05000	1,847	92.35
ES344	250202	ACH RECEIVED ITEM	0.10000	35	3.50
06502	250302	ACH RETURN ITEM-ELECTRONIC	6.50000	5	32.50
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	4	8.00
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	10.00000	1	10.00
06525	250302	ACH NOC - ELECTRONIC	6.50000	1	6.50
		GENERAL ACH SERVICES Subtotal			**180.05**

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		WIRE & OTHER FUNDS TRANSFER SERVICE			
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	10.00000	2	20.00
CS063	350510	WIRE OUT USA ACCT- STANDING	3.00000	0	0.00
ES074	350580	WIRE VERIFY CALL BACK	15.00000	1	15.00
ES139	350100	WIRE OUT DOMESTIC CEO/API	4.00000	2	8.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**43.00**
		INFORMATION SERVICES			
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.04000	21	0.84
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.10000	100	10.00
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	25.00000	1	25.00
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	0.10000	500	50.00
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	25.00000	1	25.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	10.00000	1	10.00
		INFORMATION SERVICES Subtotal			**120.84**
		SETUP CHARGES			
		LOCKBOX SERVICES			
03850	050138	LOCKBOX SET UP	0.00000	1	0.00
		LOCKBOX SERVICES Subtotal			**0.00**
12021	200410	ARP SET UP	0.00000	1	0.00
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**0.00**
ES201	251000	ACH SET UP	0.00000	1	0.00
06094	251001	ACH FRAUD FILTER - SET UP	0.00000	1	0.00
		GENERAL ACH SERVICES Subtotal			**0.00**
		Total Analyzed Charges			**0.00**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**0.00**

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Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

Please let us know if you believe this proposal does not accurately represent the prices or services we discussed with you. If you have questions about the services in this proposal, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis for additional information about the services.

Regarding your services

Alerts Service
Charges are assessed against the volume of Alerts per user, per company, per month basis. Users are only charged for the first 80 events/alerts per month, per delivery mechanism (email or text). There is no per company cap for billing.

Wire Book Transfer
A CEO Wire book transfer is between two accounts initiated via CEO Wires Book Transfer workflow. A Payment Manager Book transfer is charged when the debit and credit accounts are setup in a single CEO Company id and entitled to Book Transfer.

Services with No Volumes
Services listed with zero volume are not included in the estimated monthly analysis fee but are included in the event the service is used in the future.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

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Wells Fargo Treasury Management Pricing

City of Beaumont

Pricing as of June 2022

Additional Service Charges for Disclosure

WF Code	AFP Code	Service Description	Charge Basis	Price
		Cash Vault		
08160	100501	CASH VAULT DEP - ADJUSTMENT	Adjustment	6.50000
08110	100144	CASH VAULT COIN ROLLS FURNISHED	Coin roll	0.12000
08416	100199	CASH VAULT CURRENCY FURNISHED	Dollar	0.00130
08190	100140	CASH VAULT CASH ORDER-CALL IN	Cash order	3.75000
08116	100145	CASH VAULT COIN FURN-STD HALF BOX	Coin box	4.00000
08115	100146	CASH VAULT COIN FURNISHED-STD BOX	Coin box	4.00000
08071	100111	CASH VAULT DEP - NONSTD COIN BAG	Coin bag	12.00000
08008	100110	CASH VAULT DEP - ROLLED COIN	Coin roll	0.12000
08067	100113	CASH VAULT DEP - STD COIN BAG	Coin bag	3.50000
08181	100141	CASH VAULT ORDER - AUTOMATED	Transaction	3.75000
08630	100147	CASH VAULT ORDER - FED STD BAG	Coin bag	3.00000
08114	100147	CASH VAULT ORDER - HALF STD BAG	Coin bag	3.00000
08210	100154	SAFEVANTAGE EXPEDITED CREDIT	$ pass through	0.00010
08208	100154	SV PREMIUM DEPOSIT CREDIT	Location	5.00000
		General Account Services		
08025	100015	MISCELLANEOUS CREDITS POSTED	Transaction	0.55000
24250	150340	OVERDRAFT CHARGE-PAID ITEM	Transaction	35.00000
CK049	010310	DDA STATEMENT - PAPER	Statement	5.00000
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	Statement	5.00000
CK672	010630	BANK CONFIRMATION AUDIT REQUEST	Request	65.00000
CK673	010640	CREDIT RATING AUDIT REQUEST	Inquiry	50.00000
		Gen Acct Services Recoupment		
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessr	0.12750

WF Code	AFP Code	Service Description	Charge Basis	Price
		Image Delivery		
64104	151350	IFI MAINTENANCE PER PRODUCT	Customer ID	75.00000
27707	400340	CEO SEARCH	Inquiry	0.16000
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	0.01000
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	Image retrieved	0.01000
		MSC-TM		
03303	050410	LBX PKG US MAIL DELIVERY	$ pass through	1.00000
22222	150810	PRINTING & SUPPLIES-VENDOR	Account	0.01000
		Paper Checks Deposited		
002	100225	DEPOSITED CHECK	Check deposite	0.15000
		Wholesale Lockbox		
36703	050135	LBX MATCHING FILE BASE	Lockbox	60.00000
03102	050000	LBX REMIT PROCESSED CASH	Remittance	12.00000
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	Remittance	2.50000
36731	050530	LBX CORRESPONDENCE OR REJECTS	Envelope	0.70000
52035	050425	LBX IMAGE FILE IMPORT	Image	0.03000
36745	050129	LBX VALUE ADDED KEYING	Keystroke	0.02500
34222	05031Z	LBX CEO TIR REPORT PER ITEM	Item accessed	0.05000
		ACH Fraud Filter		
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	Account	10.00000
34338	251052	ACH CEO FRAUD FILTER STOP - ITEM	Transaction filte	5.00000
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	Transaction filte	5.00000
		ACH Origination		
ES216	250102	ACH SAME DAY	Transaction	0.50000
ES206	250120	ACH ORIGINATED - ADDENDA REC	Addenda record	0.05500
ES254	250501	ACH ORIGINATION/REJECT DATA - FILE	Batch/file	3.50000
ES240	250310	ACH RETURN ITEM-REDEPOSITED	Transaction	6.50000
ES362	250311	ACH RETURN ITEM - DISHONORED	Transaction	6.50000
06507	250312	ACH RETURN UNAUTHORIZED -ELECTRONIC	Return	6.50000
06511	250312	ACH RETURN UNAUTHORIZED QUALITY FEE	Return	5.00000
ES230	250620	ACH DELETE - ITEM	Delete	10.00000
ES361	250642	ACH REVERSAL - ITEM	Reversal	10.00000
06510	251010	ACH AUTHORIZATION INVESTIGATION	Investigation	50.00000
06508	251010	ACH COMPLEX SPECIAL INVESTIGATION	Hour	210.00000
ES231	250620	ACH DELETE/REVERSE - BATCH/FILE	Batch/file	15.00000
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	Inquiry	1.50000

WF Code	AFP Code	Service Description	Charge Basis	Price
		ACH Receive		
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.03000
		Account Reconcilement		
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	Transaction	0.00500
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE	Account	5.00000
34337	200201	CEO CHECK ISSUES-ITEM	Check issued	0.30000
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.02000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	20.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	20.00000
12615	200304	ARP PDF STMTS/RPTS-TRANSMISSION	Account	50.00000
		Desktop Deposit/Electronic Check		
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	Adjustment	18.00000
		General Disbursement Services		
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	4.00000
12677	150300	MICR CHECK REJECTS >1% THROUGH 2%	Reject	0.80000
12678	150300	MICR CHECK REJECTS OVER 2%	Reject	1.75000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	10.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	17.00000
12670	150410	STOP PAYMENT - ONLINE	Stop payment	12.00000
12671	150420	STOP PAYMENT - OPERATOR ASSISTED	Stop payment	30.00000
12673	150411	STOP PAYMENT - RANGE	Stop payment	15.00000
		Incoming Wire Transfers		
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	Transfer	10.00000
ES191	350320	WIRE IN XBDR CORRESP BANK-USD/FX	Transfer	7.00000
ES076	350310	WIRE IN XBDR USA ACCT-USD OR FX	Transfer	20.00000
18030	350330	WIRE IN REPAIR	Exception	9.00000
		Positive Pay		
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.01000
DS194	150299	PAYEE VALIDATION MANUAL REVIEW/ITEM	Check	0.25000
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	Image retrieved	0.50000
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.50000
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	10.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	5.00000
12906	150401	POSPAY VERIFICATION CALL-CASHED	Call	20.00000
		Returned Items		
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	Customer ID	0.00000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	Account	38.00000

WF Code	AFP Code	Service Description	Charge Basis	Price
		Wires Origination and Reporting		
18901	350115	WIRE OUT XBDR FX CEO/API	Transfer	25.00000
ES141	350120	WIRE BOOK TRANSFER CEO/API	Transfer	4.00000
18602	350560	WIRE INVESTIGATION	Investigation	65.00000
18031	350541	WIRE OUT REPAIR	Exception	9.00000
		Branch Services		
08172	100501	ADJ FOR CASH DEPOSITED IN WF BRANCH	Adjustment	13.00000
CK161	100006	CASH DEPOSITED IN WF BRANCH	Dollar	0.00300
CK771	100010	LOOSE COIN DEPOSITED IN BRANCH	Coin bag	10.00000
CK197	100040	CASH ORDER FEE IN A WF BRANCH	Transaction	9.00000
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	Coin roll	0.50000
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	Dollar	0.00300
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	0.00000
08052	100006	BRANCH DEPOSIT	Deposit	3.50000
22812	019999	NON ACCT HOLDER CHK CASHING - PAYEE	Check cashed	0.00000
		Other Non TM		
ODACT	000210	DAILY USE OF UNCOLL FUNDS-ACCT LVL	$ pass through	1.00000
		Sweep		
34110	450405	SWEEP ACCOUNT POSITION REPORT	Sweep master a	10.00000
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	Statement	0.00000
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	Account	0.00000
		Setup Charges		
64100	151357	IFI SETUP PER PRODUCT	Customer ID	0.00000
03850	050138	LOCKBOX SET UP	Lockbox	0.00000
03082	050137	LBX PROGRAMMING	Hour	100.00000
34375	251120	CEO ACH ORIG NEW CO ID SETUP	Setup	0.00000
06092	251001	ACH ORIGINATION NEW COMP ID-SET UP	Setup	0.00000
18325	359999	WIRE ACCOUNT ADD CEO/API	Account	0.00000

For additional service definitions, please contact your Treasury Management Sales Consultant or visit: www.wellsfargo.com/accountanalysis

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Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. Service documentation. The Service Documentation contains the terms governing each Service and includes:
   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted at our Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. Services. You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. Changes to services. We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on the CEO portal. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. Term and termination. Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

   We may suspend or terminate any Service:

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a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 15 days of the date of the notice; or
b. Without prior notice to you if:
    i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
    ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
    iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
    iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
    v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
    vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any CEO portal access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.
    a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
    b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides and Terms of Use, and (b) Security Procedures, passwords, codes, security devices and related instructions. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

    You will:
        a. Maintain the confidentiality of the Confidential Information,

b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

   If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. CEO portal.
   a. Description of the CEO portal. The CEO portal is our electronic banking portal that is accessed -through the Internet. Your Authorized Agents (defined below) may use the CEO portal to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through the CEO portal. We offer different channels through which you may access the CEO portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
   b. Access to the CEO portal. When you enroll in the CEO portal, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access the CEO portal on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO portal, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
   c. Administration of the CEO portal. We offer two options for administering the CEO portal: (i) Administration and (ii) Bank administration.
      i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
         (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
         (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
         (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO portal. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through the CEO portal if we determine such use:
   i. Does not comply with any term applicable to the CEO portal,
   ii. Is not permitted by Applicable Law,
   iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
   iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at the CEO portal. The posting of any Financial Information or any other information or data at the CEO portal is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through the CEO portal. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.
    a. Non-subscribed alerts. When you enroll in the CEO portal or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
    b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.
    a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
       i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
       ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
       iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
       iv. Would possibly result in us not complying with Applicable Law.
    b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
    c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.

d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.
e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).
f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
    i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
    ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
    iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

    You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
    i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
    ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.
h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Upon demand by you or us, any dispute or claim arising out of or relating to this Agreement, or the breach thereof, must be submitted to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and must be heard before three arbitrators if the amount in dispute is U.S. $5,000,000 or more or its equivalent in any other currency, and before one arbitrator for amounts in dispute of less than U.S. $5,000,000 or its equivalent in any other currency. Arbitration will proceed in a location selected by AAA in the state of the applicable Governing Law, and if there is no such state, the place of arbitration must be New York, NY. The language of the arbitration must be English. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This arbitration requirement does not limit the right of you or us to: (a)

exercise self-help remedies including setoff or (b) obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of you or us to submit any dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in (a) and (b) of this section.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of the Borough of Manhattan, New York City, in the State of New York or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.
    a. Severability. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.
    b. Entire agreement. The Service Documentation (and any documents referred to therein):
        i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
        ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).
    c. Electronic agreement. To facilitate execution, the Service Documentation may be executed by a party in the form of an “Electronic Record” (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. [“ESIGN Act”]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties’ approval, and all counterparts will collectively constitute a single agreement. An “Electronic Signature” (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
    d. No waiver. Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
    e. Third party beneficiaries. Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
    f. Financial condition. You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
    g. Your representations and warranties. You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
    h. Use of names. You and we will not use each other’s name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.

i. Notices and communications. Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
    i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
    ii. The term “Address” as used in this Agreement refers to a mailing or electronic address.
    iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
    iv. Each party will have a reasonable time after receipt of any notice to act on it.
    v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
    vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

FARGO

Authorization Certificate

Deposit Accounts and Treasury Management Services

The undersigned hereby certifies to Wells Fargo Bank, National Association (Bank) that:

1. _____

(Account holder's complete legal entity/company name), a

Municipal Government

(description of Account holder's business entity type)
("Customer"), has authorized the undersigned to make the certifications in this Certificate on Customer's behalf.

2.

Name	Title	Country of permanent residence	Business phone number	Business email address

is referred to in this Certificate as an "Authorized Representative" with full authority, acting alone, to:

a) enter into those agreement(s) that Bank requires regarding opening, operating, and closing deposit accounts for Customer at Bank (each, an Account) and enrolling in, using, and terminating Bank services including Bank's non-deposit sweep services used in connection with the Account(s) (each, a Service);
b) authorize transactions of all types on the Accounts and instruct Bank regarding Accounts and Services; and
c) designate individuals as additional Authorized Representatives.

3. This Certificate reflects actions duly taken by Customer in accordance with its governing documents. It shall continue in effect until Bank has received and had a reasonable time to act on Customer's written notice revoking it, which shall be effective only as to actions which are taken by Customer thereafter. Actions authorized in this Certificate but performed prior to its execution are approved and ratified.

Certified to:

By/Signature: _____

Printed Name: _____

Title: _____

Date: _____

Tax Identification Number of Customer: _____
(TIN of the Account holder as assigned by the IRS)

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WELLS FARGO

Bank Use Only:		
ECN	WCIS ID	Account Number

Certification of Official Custodian(s) - Government Depositor

1. Introduction.

Pursuant to 12 C.F.R. 330.15, the Federal Deposit Insurance Corporation (FDIC) separately insures each official custodian of funds deposited with an insured institution. The purpose of this certification is to confirm to Wells Fargo Bank, N.A. (Bank) the official custodian(s) of the government depositor identified below. This certification does not establish or confer transactional or other authority with respect to any account or related services maintained by the government depositor with Bank.

2. Definitions.

For purposes of this certification, the following terms have the following meanings:

"**Government depositor**" includes the following

(i) the United States,
(ii) any state of the United States, or any county, municipality, or political subdivision thereof,
(iii) the District of Columbia,
(iv) the Commonwealth of Puerto Rico or any other territory of the United States, or any county, municipality or political subdivision thereof, or
(v) an Indian tribe (as defined in 25 U.S.C. 1452(c)) or any agency thereof.

"Official custodian" means an official of the government depositor that has plenary authority, including control, over funds owned by the government depositor that the official is appointed or elected to serve. Control of funds owned by a government depositor includes possession, as well as the authority to establish accounts for such funds in insured depository institutions and to make deposits, withdrawals, and disbursements of such funds.

3. Certification.

The undersigned authorized representative of the government depositor identified below certifies to Bank that he or she is duly authorized by the government depositor to provide this certification on its behalf, and that the official(s) of the government depositor listed (by title) below is or are its official custodian(s):

Note: *Please only list the official title(s) (such as Treasurer, Comptroller, Chief Financial Officer, etc.) of the official custodian(s). Do* ***not*** *list the name(s) of the official custodian(s). You are not required to list more than one (1) official custodian.*

Official Custodian Title _____ Official Custodian Title _____

Official Custodian Title _____ Official Custodian Title _____

Official Custodian Title _____ Official Custodian Title _____

Official Custodian Title _____ Official Custodian Title _____

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4. Signatures.

This certification may be signed using an "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act.

Certified on behalf of:

(Name of Government Depositor)

(Employer Identification Number of Government Depositor)

Certified by:

(Signature)

(Name)

(Title)

(Date)

Treasury Management

WELLS FARGO

City of Beaumont

Response to Request for Proposals for Banking and Merchant Services

July 22, 2022

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Deposit products are offered through Wells Fargo Bank, N.A., Member FDIC. Wells Fargo Bank, N.A. is a banking affiliate of Wells Fargo & Company.

Agenda

- Introductions
- Beaumont's Focused Initiatives
- Wells Fargo in your Community and the Government Sector
  - A Message from our Division Executive: Kathleen McClure-Wight
- Improving your Integration
- Implementation Timelines
- Review of Current Services
- Analysis Review and Sweep Options
- The Future of your Payables and Receivables
- CEO Online Demo
- Q&A

Introductions to your Local Government Team

Relationship Banking

Jamie O'Connell
Relationship Manager
jamie.Oconnell@wellsfargo.com

Anna Gonzales
Relationship Associate
anna.l.gonzales@wellsfargo.com

Kathleen McClure-Wight
Division Executive
kathleen.s.mcclure-wight@wellsfargo.com

Treasury Management

Gurleen Pannu
Treasury Management Consultant
gurleen.pannu@wellsfargo.com

Jessie Volz
Treasury Management Analyst
jessie.volz@wellsfargo.com

Todd Reed
Merchant Services Product Consultant
todd.reed2@wellsfargo.com

City of Beaumont wants

High levels of customer service with single points of contact

Improved integration with its systems

Clear and fair charging structure

A full-service and easy-to-use configurable online portal with ease of access to banking data and transactions

Wells Fargo will deliver

1. A dedicated relationship team that specializes in the government sector
2. A thorough Business Process Review to access automation strategies specific to the City's systems
3. Multiple ways to access activity, fees, statements, and notices
4. A single sign-on portal that delivers commercial services at your fingertips

Wells Fargo in your community | Beaumont, CA

Our people

- 41 team members live here
- 54 team members work here

Our locations

- 2 banking locations, including 1 in LMI* communities
- 5 ATMs, 2 in LMI communities

Our community

Charitable contributions[1]

Foundation giving	Total grants	$ amount
Human services	1	5,250

[1]Community Impact and CRA reflects 2020 data
[2]Some community development activity cannot be tracked at the city level
[3]Community development activity is subject to change as updates are received
*LMI = low to moderate income
Our people and location information as of June 2022

Wells Fargo in your community | Beaumont, CA

Home mortgage lending in your community[1]

	Total loans	$ amount
Home purchases	32	8,128,221
LMI borrower	13	2,777,045
Home improvement	0	0
Home equity	0	0
Home refinance	71	16,639,065
LMI borrower	15	2,997,667

Community lending[1,2,3]

- 136 mortgage loans extending $30.8 million in credit
  - Of that, 3 were in LMI communities, providing $520,000 in credit and 29 mortgage loans were made to LMI borrowers, providing $5.9 million in credit
- 80 small business loans extending $4.3 million in credit
  - Of that, 17 were in LMI communities, providing $1.3 million in credit

[4]Community Impact and CRA reflects 2020 data
[5]Mortgage includes home purchase, home improvement, home refinance, other purpose, NA and originated and purchased loans.
[6]Totals include low, moderate, middle, upper and unclassified income levels.

Credit ratings

Wells Fargo continues to be among highest credit rated U.S. banks

Bank	Moody's	S&P	Fitch
Wells Fargo Bank, NA	Aa1(cr)	A+	AA-
JP Morgan Chase Bank	Aa1(cr)	A+	AA
Bank of America	Aa2(cr)	A+	AA-
US Bank	Aa2(cr)	AA-	AA-
Citibank	Aa3(cr)	A+	A+

(cr) – Reflects Moody's Counterparty Risk Assessment
Source: Bloomberg as of January 21, 2021

FDIC deposit market share

Deposit share	Rank #	Total deposits ($000)
20.67%	3	201,365

Source: FDIC Deposit Market Share Report as of June 30, 2021

We're committed to the government sector

Your priorities

- Reducing costs and improving operational efficiency
- Providing excellent service to taxpayers
- Preventing impostor fraud and data breaches
- Financing infrastructure projects to keep up with changing landscape and maintenance backlogs
- Optimizing overall debt profile for low interest rate environment
- Maximizing investment returns and managing pension liabilities

Our abilities

- Customized account structure to maximize systematic, operational, and monitoring controls
- Technology efficiencies to free up resources for customized taxpayer-friendly solutions
- Operational products to help mitigate fraud risks and protect public funds
- Products to enhance cash flow information including previous day and intraday reporting, controlled disbursement, and lockbox services

79 government relationship managers*

5,500 government relationships*

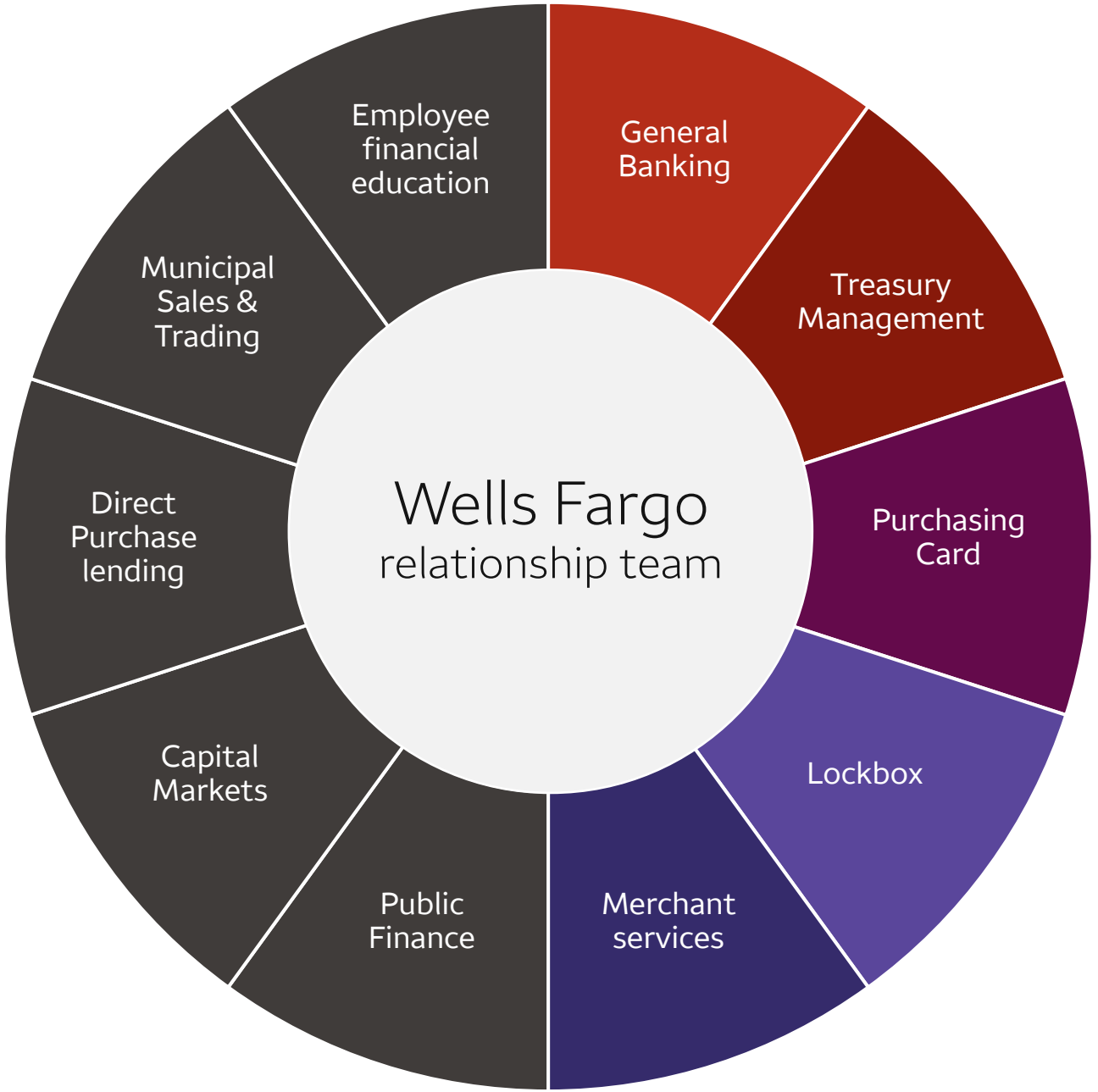
$29 billion in deposits

$22.5 billion in commitments*

CRA overall rating of outstanding†

* Internal Wells Fargo analytics
† Community Reinvestment Act Performance Evaluation, Office of the Comptroller of the Currency, February 4, 2019

Everything under one roof



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Business Process Review

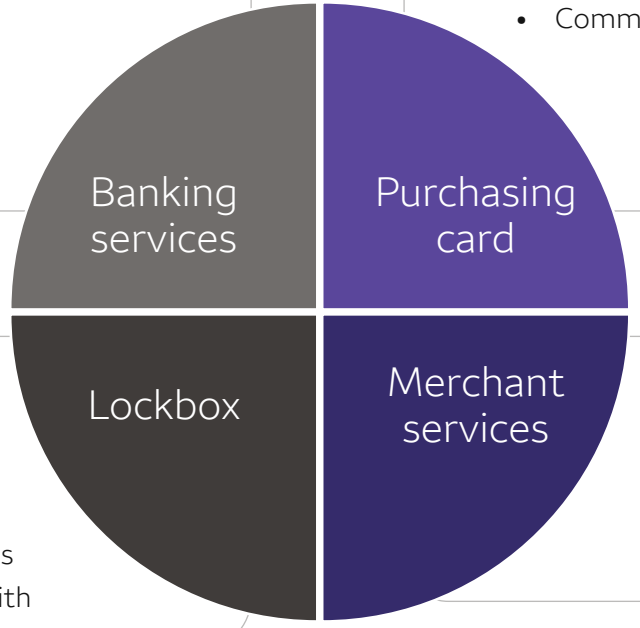
Gaining insight and **identifying potential risks** in your processes

- Observe, analyze, and consult
- Focused on what matters most to you
- Proven results benchmarked to your industry

Executive summary

- 35K transition allowance to be used in first 12 mo.
- Locked pricing for a three year term
- ECR offered at 70bps- a managed rate and variable based on market conditions and bank discretion
- What services you're utilizing today
  - Remote Deposit
  - Lockbox
  - Cash Vault
  - Returned item with re-deposit instructions
  - Positive pay with Payee Validation
  - ACH Fraud Filter
  - ACH services
  - Wire transfers
  - Reports
  - Merchant Services

- Beaumont has 51 cards issued today with CalCard; approx. $150,000 in annual spend.
- Our Commercial Card program is an all-in-one expense reporting platform
- We provide a complimentary vendor analysis to identify vendors that can be paid electronically.
- Issue both Visa and Mastercard, whichever the City prefers
  - Virtual card and vendor outreach is available with Payment Manager
  - Platform linked to CEO for real-time card maintenance
  - Dual controls, delegated approvers for cardholders
  - Receipt images loaded to transactions via site or mobile device
  - Commercial card is subject to credit approval and vendor analysis



- Wells Fargo offers in-house wholetail and wholesale lockbox processing
- Both Wholetail and Wholesale processing is available
- First class priority zip code offered to Beaumont payments
- Reporting options available to staff to reconcile daily transactions
- Coupon testing and file transmission can process concurrently with other services implemented.

- Credit Card processing available with Wells Fargo Merchant Services
- Approx $6.2MM in annual processing today
- Wells Fargo Merchant Services can also enhance your online payments with easy to pay utility billing.

Implementation and timelines

How your relationship team will handle the onboarding process:

Jamie O'Connell
Relationship Manager

- Primary contact and escalation point
- Finalize contract, terms, and requirements
- Oversees implementation and ongoing service
- Provide regular relationship reviews, credit and future needs

Gurleen Pannu
Treasury Management Consultant

- Understands your business, current processes, and future goals
- Determine the right services and solutions
- Designs your new solutions
- Offers new ideas as technology advances

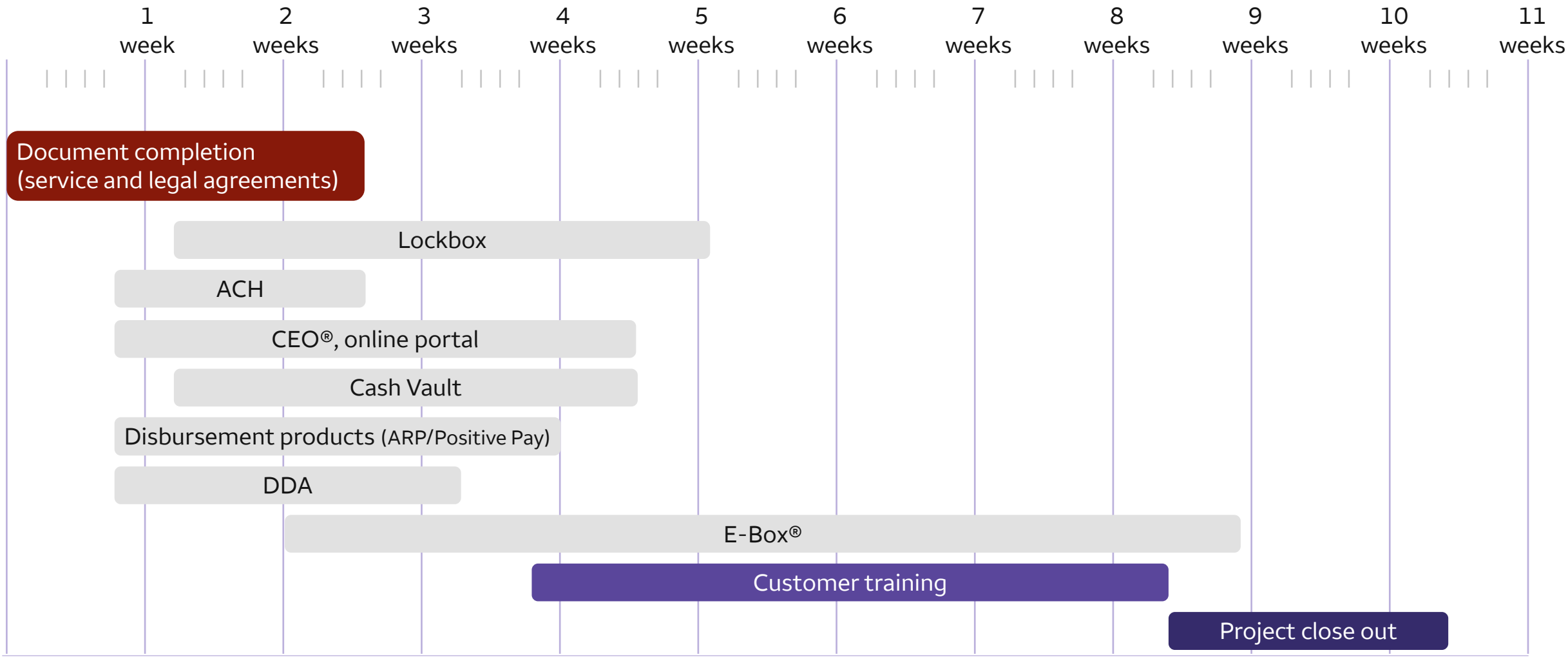
Anna Gonzales
Relationship Associate

- Handles the new account process and documents submitted for electronic signatures
- Assists with all service requests related to maintenance and signer changes
- Covers Jamie O'Connell when she is in customer meetings and out of the office
- Submits research requests and any items that require further review

Jessie Volz
Treasury Management Sales Analyst

- Gathers required information for treasury services that are requested
- Submits request to implementation team for implementation of treasury services
- Manages progress of implementation process
- Assists with treasury pricing questions

Sample project timeline



Legend

- Pre-implementation planning
- Product implementations
- Training
- Project close out/monitoring

Timelines represent standard SLA windows given full customer resource engagement (business and IT) and standard file formats

Smart Safe and Armored Pickup

SafeVantage® service: Smart safe deposit processing

Day 1

- Store employees place deposit into safes
- Safes validate the total amount deposited
- At close of business, safes provide a printout of each deposit, along with the daily total

Day 2

- Cash deposit information sent daily from safe to Wells Fargo for credit
- Customer receives credit for deposit
  - **Standard Credit:** Deposits are posted the evening of Day 2
  - **Premium Intraday Credit:** Deposits are posted on Day 2 by 8:00 a.m. local time - Intraday deposit reporting is also available on Day 2
- Cash deposit information available on vendor web-based reporting

Day 3

Wells Fargo information reporting is available

- BAI files and Treasury Information Reporting (TIR) options available
- Reporting contains different descriptions for
  - Currency
  - Manual drop
  - Change order deposits

Beyond

- Armored carrier pickup
- Delivery to a cash vault
- Any adjustments are sent within 48 hours of receipt at the vault – Significant drop in adjustment volume is expected

Lockbox

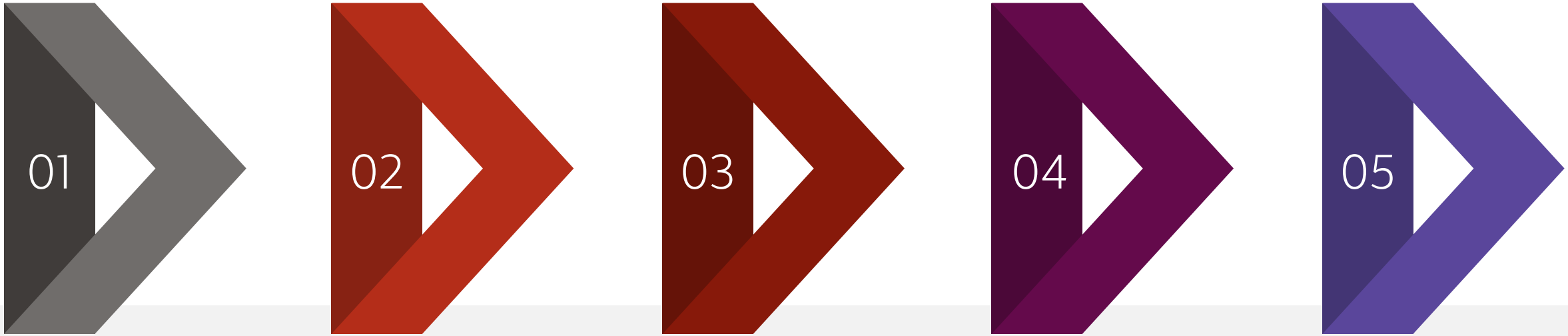
Wholesale lockbox

How it works

Check is mailed › Check is extracted and imaged › Software assisted keying › Quality assurance › Image data to electronic clearing › Information delivered to customer

Virtual Lockbox

Virtual lockbox: How it works



Receive
and scan checks and remittances

Review
and submit deposit

Payment data
integrated with lockbox business rules

Receive
accounts receivable transmission

Access
images and data

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Analysis Accounts (Fee Structure and ECR)

Summary of Services Included

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Balances of $17MM at current ECR of .70%
1 Account
Lockbox Volumes for items on bid sheet
Cash Vault estimate of $25,000 in currency
Desktop Deposit for paper checks
Positive Pay w/ Payee Validation (40 checks)
Full Account Reconcilement Report
ACH Future Dated Items- 1 ACH ID
ACH Fraud Filter
Incoming/Outgoing wire transfers
Intraday & Previous Day Reports

Sample Analysis Comparison

- Wells Fargo Bank

City of Beaumont — Pricing as of June 2022

ANALYSIS SUMMARY	
Average Positive Collected Balance	$ 17,000,000.00
Reserve Requirement @ 0.00%	$ 0.00
Investable Balance Available for Services	$ 17,000,000.00
Monthly Analyzed Charges	$ 5,372.59
Earnings Allowance @ 0.70%	$ 9,780.82
Net Monthly Analyzed Charges (EXCESS)	$ 4,408.23
*Monthly Fee Based Charges	$ 0.00
Total Monthly Analyzed Charges	$ 0.00
*Charges not offset by balances	

- Citibank

[redacted]

CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT CA 92223

Statement Period
Apr. 1 - Apr. 30, 2022

Relationship Manager
US SERVICE CENTER
1-877-528-0990

CitiBusiness® ACCOUNT ANALYSIS	
Average collected balances	$35,936,204.10
Balances eligible for Earnings Credit	$35,936,204.10
Balances Required to Offset Service Charge	$73,373,571.81
Earnings Credit allowance at 0.20000%	$5,907.32
Total Charges for Services	$12,062.07
Net Service Charge	$6,154.75

- * Volumes used by Wells Fargo were provided by City of Beaumont's Bid Sheet

Sweep and Investment

Money Market Fund Rate Report

Stagecoach Sweep as of 7-21-22

Fund	Daily factor	1-day (%)	7-day current (%)	7-day current pre-waiver (%)	7-day effective (%)	Fact sheet	Summary prospectus	Prospectus	Annual report
Government Money Market Fund - Select	0.000040694	1.49	1.46	1.32	1.47				
Government Money Market Fund - I	0.000038503	1.41	1.38	1.28	1.39				
Government Money Market Fund - Admin	0.000035226	1.29	1.26	1.16	1.26				
Treasury Plus Money Market Fund - I	0.000037938	1.38	1.35	1.33	1.36				
Treasury Plus Money Market Fund - Svc	0.000031428	1.15	1.11	1.04	1.11				
Treasury Plus Money Market Fund - A	0.000027408	1.00	0.96	0.94	0.96				
100% Treasury Money Market Fund - Svc	0.000029505	1.08	0.98	0.96	0.98				

Money Market Fund Rate Report - Allspring Global Investments- Link to Investment options

The Future of your Payables

Who we are – leading our peers and the market

The WellsOne® Commercial Card program received the Highest Authorization Approval Rate award as part of Visa's Global Service Quality Awards

- Recognizes **commitment to service** through high authorization **approval rates** while helping to **control risk**
- Exemplify **strong partnership** through **excellence in innovation**, **operational efficiency**, and **cardholder satisfaction**

Visa® https://usa.visa.com/visa-everywhere/innovation/global-service-quality-awards.html#2

Payment Manager® value

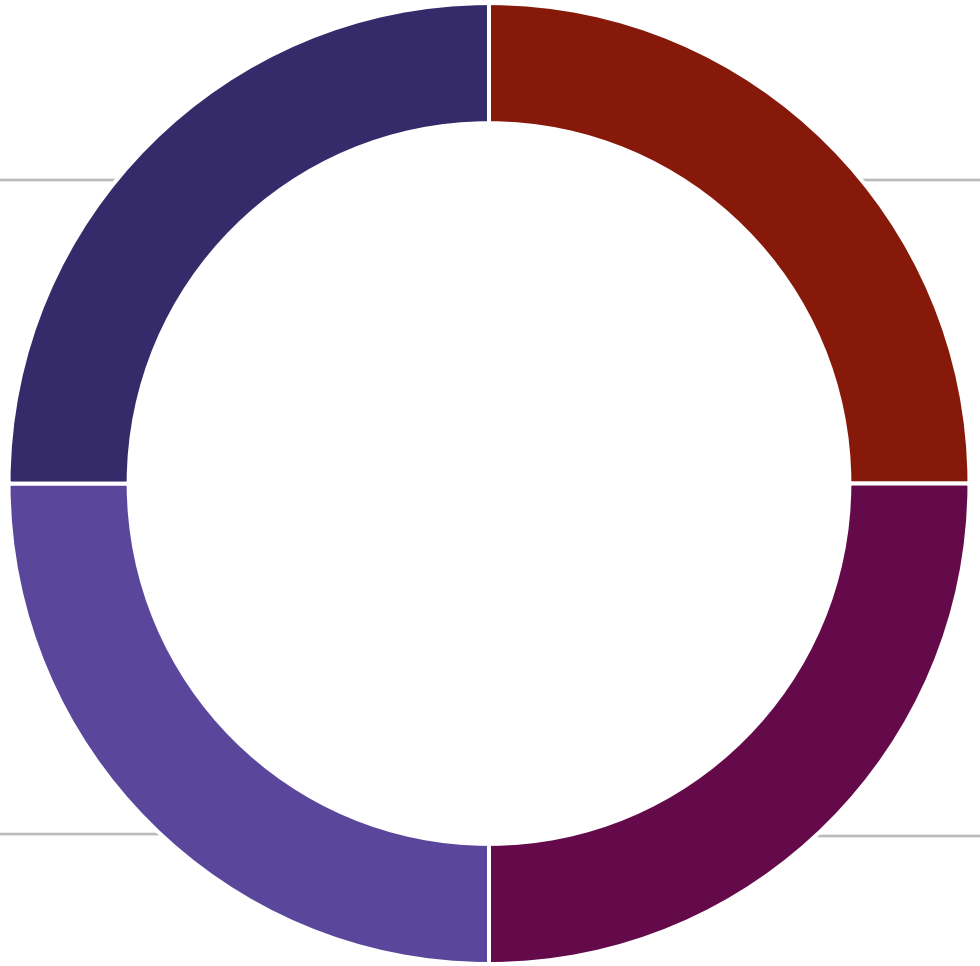
Leveraging your current technology investment

Increase

your security
and control

Optimize

your ERP investment
and AP processing



Reduce

your processing costs
and manual data entry

Improve

your working capital
and cash forecasting

The Future of your Receivables

Bill pay challenges- EBOX

- Mailed check payments **increases** delivery time and **delays** settlement
- Payments received with incorrect or incomplete billing data cause **posting delays** and **decrease** customer satisfaction
- Receiving multiple input files from different bill service providers creates **logistical** challenges
- Manual returns process is **time-consuming**

It takes about **6 days**, which is

50%

more time to initiate, mail, deliver, and post a paper check through online bill pay than by leveraging the electronic process*

* Wells Fargo internal analytics

Wells Fargo Merchant Services Proforma

Summary for April 2022 card payment processing		Monthly fees	Effective rate	Estimated monthly difference
This analysis is based on the following information:				
Merchant Category Code 4900 (UTILITIES-ELECTRIC,GAS,WATER)	Current processor costs	$ 6,987.96	1.78%	$ 811.63
80% Business-To-Consumer Cards				
100% Keyed Transactions	WFMS processing cost	$ 6,176.33	1.57%	
WFMS Pricing Option: Interchange +				

April 2022 CITY OF BEAUMONT - ONLINE SEWER	Rate	Per-item fee	# Items	Amount	Surcharges	Fees due
Visa		Total Visa volume>>	2793	$ 288,188.42	$ -	$ -
Regulated Debit (AVS)	0.05%	$ 0.22	1,706	$ 160,798.00	$ -	$ 455.72
E-Commerce (Basic) Debit (AVS)	1.65%	$ 0.15	369	$ 38,177.65	$ -	$ 685.28
Product 1 (CNP) Signature Preferred/Infinite (SQ) (AVS)	2.40%	$ 0.10	259	$ 26,293.40	$ -	$ 656.94
Product 1 (CNP) Signature/Infinite (SNQ) (AVS)	1.95%	$ 0.10	246	$ 22,412.40	$ -	$ 461.64
Regulated Commercial Debit (AVS)	0.05%	$ 0.22	73	$ 14,758.32	$ -	$ 23.44
Business Tier 5 - Product 1 (CNP) (AVS)	3.00%	$ 0.10	34	$ 8,933.19	$ -	$ 271.40
Business Tier 4 - Product 1 (CNP) (AVS)	2.95%	$ 0.10	7	$ 3,857.10	$ -	$ 114.48
Product 1 (CNP) Credit (AVS)	1.80%	$ 0.10	32	$ 3,206.24	$ -	$ 60.91
Commercial Card CNP - Purchasing (AVS)	2.70%	$ 0.10	17	$ 2,580.16	$ -	$ 71.36
E-Commerce (Basic) PP Debit (AVS)	1.75%	$ 0.20	20	$ 2,001.06	$ -	$ 39.02
Business Tier 3 - Product 1 (CNP) (AVS)	2.85%	$ 0.10	20	$ 1,784.80	$ -	$ 52.87
Commercial Card CNP - Business Debit (AVS)	2.45%	$ 0.10	1	$ 1,651.66	$ -	$ 40.57
Business Tier 2 - Product 1 (CNP) (AVS)	2.80%	$ 0.10	8	$ 1,574.51	$ -	$ 44.89
Intl Regulated Debit (AVS)	0.05%	$ 0.22	1	$ 159.93	$ -	$ 0.30
Total Visa interchange rates & fees			**2793**	**$ 288,188.42**		**$ 2,978.**

Sample WFMS statements

FEES Amount charged to authorize, process and settle card transactions, along with transaction-based and/or fixed amounts charged for specific card processing services.

TRANSACTION FEES	Type	Amount
MASTERCARD		
MC-XXXXX	Interchange charges	-$0.00

Mastercard
Regulated Debit w/Fraud Adj (AVS)
Corporate Data Rate I Corp/Purch/Fleet (Large Market) (AVS)
World-Elite Utility (AVS)
World Utility (AVS)
Enhanced Utility (AVS)
Utility World Elite Business (AVS)
Utility Debit (AVS)
High Value Utility (AVS)
Utility (AVS)
Utility Business (AVS)
Utility World Business (AVS)
Utility Debit - Prepaid (AVS)
Business Level 5 Utilities (AVS)

Card type	Rate	Per-item fee	ICF applies
Consumer Credit	0.00%	$0.75▲	
World Card	0.00%	$0.75▲	
World Elite	0.00%	$0.75	
Enhanced	0.00%	$0.75▲	
High Value	0.00%	$0.75	
All Business Products	0.00%	$1.50	
Non-Regulated Consumer Debit	0.00%	$0.65	
Non-Regulated Consumer Prepaid	0.00%	$0.65	
Regulated Consumer Debit / Prepaid	0.05%	$0.21	
Regulated Consumer Debit / Prepaid w/ Fraud Adjustment	0.05%	$0.22	

▲ = Rate or fee increase

Interchange for all four Brands

- Payment Networks Qualification Matrix: https://www.wellsfargo.com/biz/interchangeplus
- Payment Networks Pass-Through Fees: https://www.wellsfargo.com/biz/merchantpassthroughfees
- PIN Debit Networks Fee Schedule (if applicable): PIN Debit Networks Fee Schedule (wellsfargomedia.com)
- Merchant Statement Fee Description Glossary: Merchant Interchange Fee Glossary (wellsfargomedia.com)
- All merchant accounts have an MCC (merchant category code) – Utility is 4900. When you search for 4900 some of the results will see “eligible” and others “ineligible”
  - Eligible means the rates apply to that MCC
  - Ineligible means the rates does not appl to that MCC

Service fees overview

- WFPG merchants in select Government and Education MCCs are eligible to charge service fees
  - Select Government MCCs: 9311,9222, 9399, 9211
  - Higher Education MCCs: 8220,8211,8244,8249
- Can be charged on tax, non-tax, and education payments to offset transactional costs for both the principal and service fee transaction

- Principal amount and fee are processed as two separate transactions
- Can be collected by Wells Fargo Merchant Services (WFMS)
- The cardholder descriptor for the fee is displayed as “WF4xxxxxxxx*Srvce Fee”

City of Beaumont wants

High levels of customer service with single points of contact

Improved integration with its systems

Clear and fair charging structure

A full-service and easy-to-use configurable online portal with ease of access to banking data and transactions

Wells Fargo will deliver

1. A dedicated relationship team that specializes in the government sector
2. Speak to BPR: experienced relationship and implementation teams- get most of what you paid
3. Multiple ways to access activity, fees, statements, and notices
4. A single sign on portal that delivers commercial services at your fingertips

Stand by for demo

Appendix

Reference

Wells Fargo customer	Contact	Phone
City of Hemet	Lorena Rocha/Tiffany Barnett	951-765-2387

* Transitioned from Citibank about 11 months ago

* Currently implementing Merchant Services and Sweep Option

* Services used today: ACH, Cash Vault, Desktop Deposit, Wires, Previous Day Report

Q & A for Beaumont

WELLS FARGO

Treasury Management

Thank you

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE August 02, 2022

SUBJECT: Traffic Mitigation Measures for Veile Avenue at Sixth Street

Background and Analysis:

On May 18, 2021, staff brought forth a discussion item regarding traffic, safety, and public concerns regarding the intersection of Veile Avenue and Sixth Street. Previous analysis was done to study various options to alleviate concerns regarding illegal left turns from northbound Veile Avenue to westbound Sixth Street, safety impacts from truck traffic making eastbound turns onto Sixth Street from northbound Veile Avenue, and safety impacts from truck traffic making southbound turns onto Veile Avenue from eastbound Sixth Street.

City Council direction from the May 2021 meeting was to move forward with a concept to close Veile Avenue from Luis Estrada Road to Sixth Street. Though no public comments of opposition were made at the meeting, staff received several complaints about the potential closure afterwards and was directed to hold off on moving forward with the requested concept.

At City Council's request, staff is now bringing forth potential options to mitigate the public safety concerns and is seeking direction on a preferred path forward.

Previous Mitigation Measures

Sixth Street in this area is a main collector that provides access to both Interstate 10 and State Route 60 westbound, as well as providing entry to the downtown area from both Interstate 10 and State Route 60 eastbound. The traffic movements on Sixth Street are free and Veile Avenue northbound is controlled by a STOP sign to enter Sixth Street. Sixth Street westbound has two through lanes including a de-facto right turn lane for the Westbound on ramp to I-10 at the intersection of Sixth Street and Veile

Avenue. See following graphic for location:

Staff installed raised delineators along the centerline of Sixth Street fronting Veile Avenue in 2020, which has nearly alleviated all occurrences of illegal left turns from Veile Avenue northbound onto Sixth Street westbound.

Potential Additional Mitigation Measures

In order to address potential public and safety concerns, staff is recommending a phased approach (if necessary) to minimize concerned activity. The first phase would include implementation of additional signing and striping to clearly show legal truck routes, as well as prohibited routes established in previous analysis associated with the Rolling Hills Specific Plan. Signage would include the following:

Figure 1

- Notification of established truck route at intersection of Veile Ave/Fourth Street
- Postage of NO TRUCK TRAFFIC at eastbound Fourth Street beyond Veile Ave, and
    - Eastbound Fourth Street at Elm Ave
    - Eastbound Fourth Street at Olive Ave
- Postage of established truck route along southbound Veile between Fourth Street and First Street
- Postage of established truck route along northbound Veile between Fourth Street and Luis Estrada Road

Figure 1

Figure 2

- Notification of established truck route at SE corner intersection of Veile Ave/Luis Estrada Rd
- Postage of NO TRUCK TRAFFIC at NE corner intersection Veile Ave/Luis Estrada Rd
- Postage of NO TRUCK TRAFFIC at NE corner intersection Sixth St/Elm Ave
- Postage of NO TRUCK TRAFFIC at NE corner intersection Sixth St/Wellwood Ave
- Postage of NO TRUCK TRAFFIC at NE corner intersection Sixth St/Egan Ave

Figure 2

In addition to the previous listed measures, staff is also proposing to work with existing businesses in the vicinity to make them aware of established truck routes. Staff will create a single page reader that shall be provided to employers to disseminate to staff, as well as a request for the information to be provided to all incoming truck drivers. Many of these businesses contract drivers which further compounds the public safety concerns due to the unfamiliarity of the area. Providing information to these drivers upon entry that clearly depicts established truck routes and prohibitions should help minimize future concerns.

Staff is also recommending a monitoring period of 6 months after implementation to assess effectiveness of proposed mitigations. Should the improvements be ineffective, additional measures will be brought forth, including partial or complete closure of Veile Avenue between Luis Estrada and Sixth Street. See following figures 3-6 for potential options showing:

- Figure 3 – Closure of NB Veile Ave from Luis Estrada to Sixth Street to prohibit all vehicular and truck traffic in NB direction.
- Figure 4 – Closure of SB Veile Ave from Luis Estrada to Sixth Street to prohibit all truck traffic, though allowing vehicular traffic in SB direction.
- Figure 5 – Closure of SB Veile Ave from Luis Estrada to Sixth Street to prohibit all vehicular and truck traffic in SB direction.
- Figure 6 – Closure of Veile Ave in both directions from Luis Estrada to Sixth Street to prohibit all vehicular and truck traffic.

Figure 3 ~ Closure of Northbound Veile Avenue

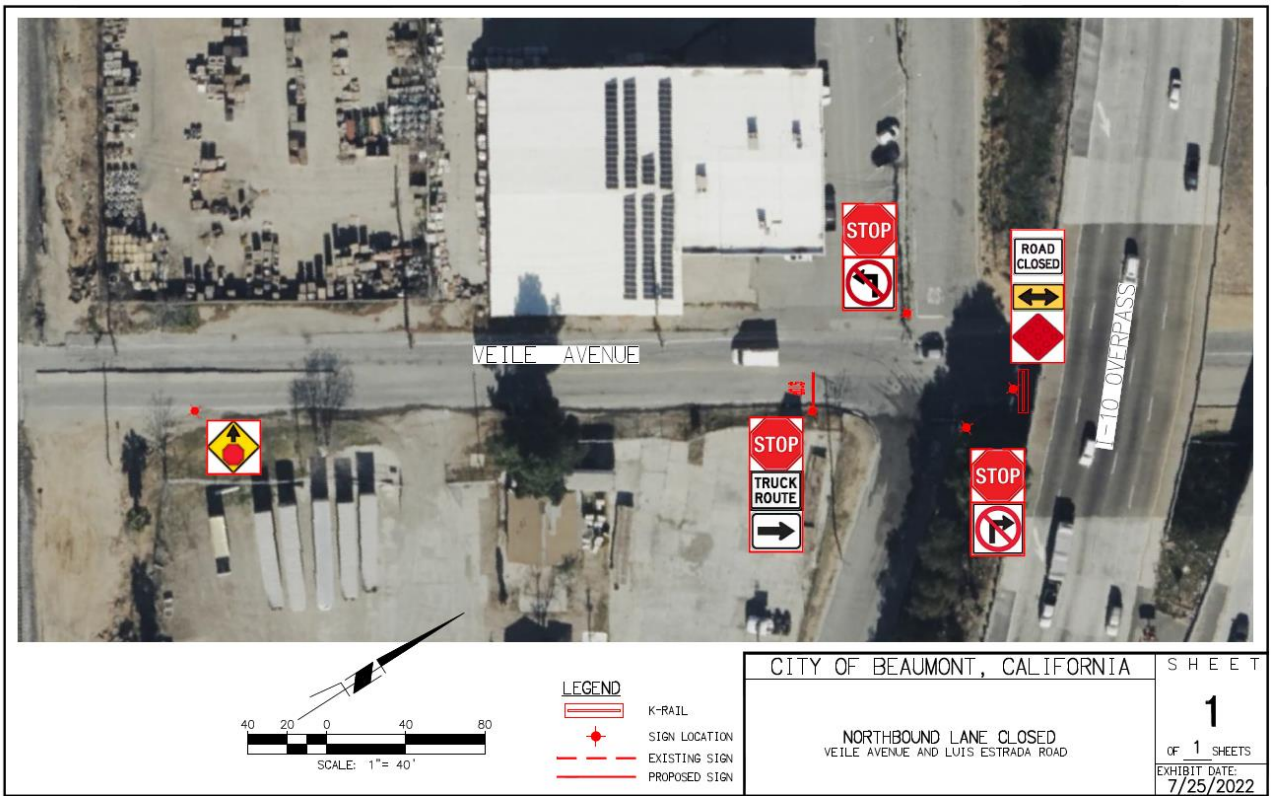


Figure 4 ~ Closure of Southbound Veile Avenue to Truck Traffic

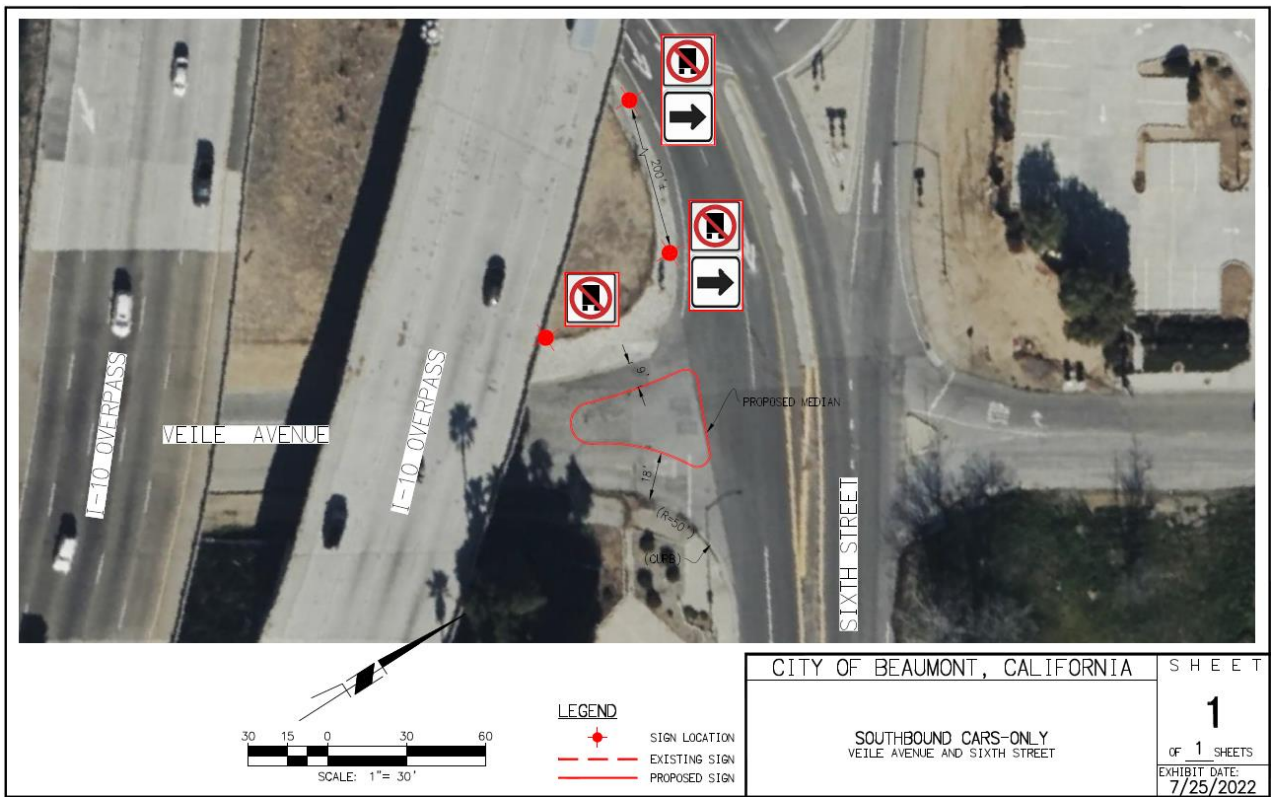


Figure 5 ~ Closure of Southbound Veile Avenue to All Traffic

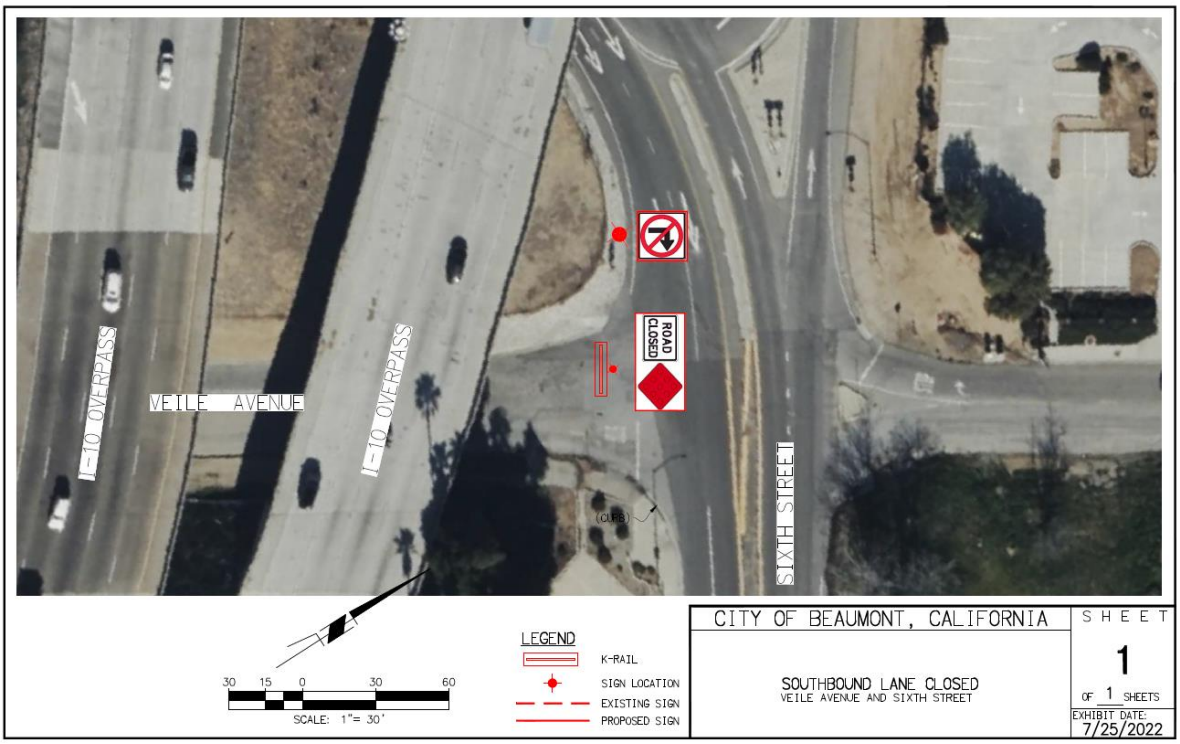
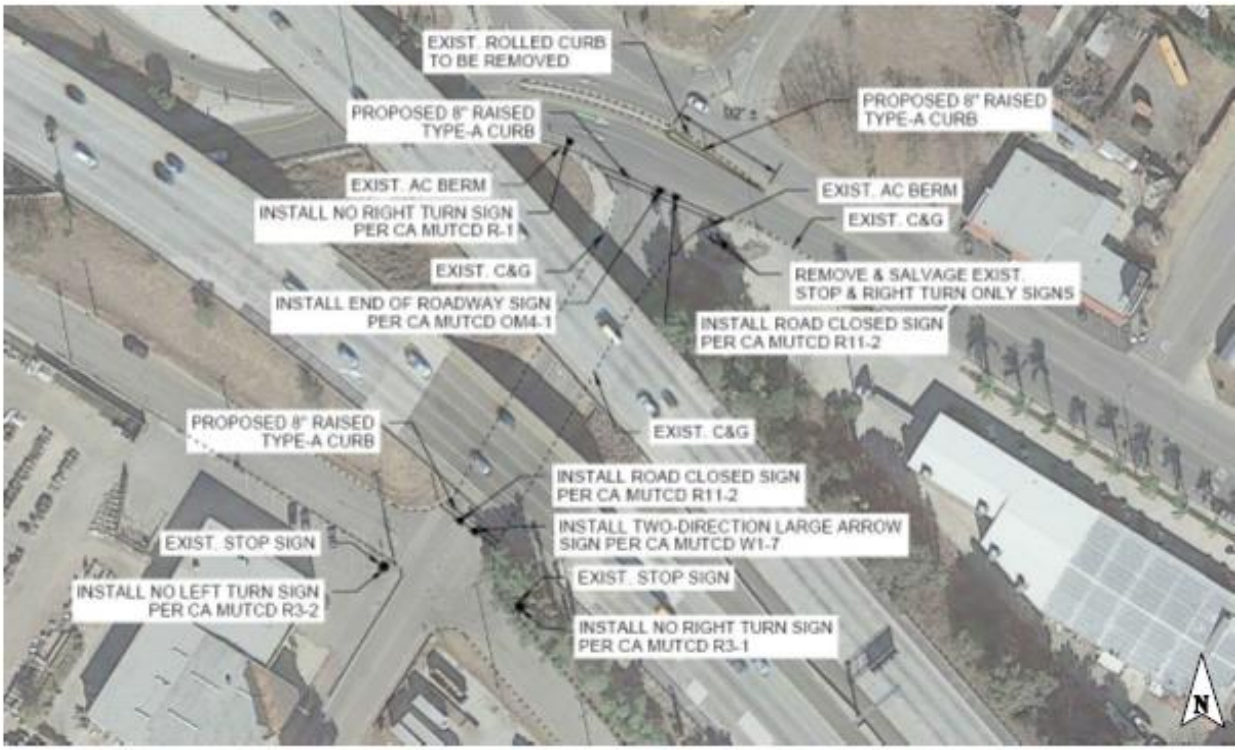


Figure 6 ~ Closure of Veile Avenue to All Traffic



State Route 60 Eastbound to Interstate 10 Westbound Interchange

Additional safety concerns have been raised about the transition from EB State Route 60 to WB Interstate 10. The existing transition requires traffic to exit State Route 60, immediately merge left in conflict with EB Interstate 10 traffic exiting at Sixth Street, in order to enter the on-ramp to WB Interstate 10 at its intersection with Sixth Street (see following graphic). Since this transition solely lies within the California Department of Transportation jurisdiction (Caltrans), staff intends to begin outreach with Caltrans to explore potential remedies to mitigate the safety risk.

Fiscal Impact:

The cost of preparing the staff report is estimated to be $500. The estimated costs for the recommended mitigations are anticipated to be $7,500 which will be paid from the Streets Budget, GL 100-3250-7070-0000, Special Department Supplies.

Recommended Action:

Provide staff direction on whether or not to implement recommended traffic mitigation measures.

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, City Manager

DATE August 2, 2022

SUBJECT: **Review and Discussion of Continuing or Rescinding Local Emergency Declaration Established via the Adoption of City of Beaumont Resolution No. 2020-07 Adopted on March 17, 2020**

Background and Analysis:

At the regular meeting on July 19, 2022, City Council voted 4-1 to take no action on the local emergency declaration established via the adoption of City of Beaumont Resolution No. 2020-07 on March 17, 2020, and directed staff to bring the item back tonight with more information.

Review

Resolution No. 2020-07 ("Resolution") authorizes the City Manager to execute a declaration of the existence of a local emergency in the City of Beaumont and empowers the City Manager with certain authority. Approval of the Resolution was in response to the declaration by the World Health Organization (WHO) of the COVID – 19 pandemic, Governor Gavin Newsom's declaration of a state of emergency for all California, and the increase of infections within the City of Beaumont and the immediate area.

As of the time that this staff report was prepared, the most recent executive order N-11-22 dated June 17, 2022, terminates portions of 2 previous executive orders related to the COVID-19 pandemic (Attachment A). Under this same order, 5 provisions are terminated immediately, as well as replacement of 7 provisions of previously adopted provisions in various other orders.

The replaced provisions include orders relating to out of state medical personnel, licensing under the Department of Social Services, implementation by the Director of the Emergency Medical Services Authority to local optional scopes of practice, the waiver of professional licensing and certifications requirements by the State Department

of Public Health, and finally the suspension of any licensing, certifications, etc. by the Director of the California Emergency Medical Services Authority.

Rescinding

Should City Council determine that a local emergency declaration is no longer required, the resolution should be rescinded. However, by rescinding the adopted resolution, all public meetings under the Brown Act will require that all elected and appointed officials (i.e. City Council, Planning Commission, Finance and Audit Committee, and Economic Development Committee) resume meetings in person. Additionally, the City's ability to seek reimbursement for certain consumables related to the COVID-19 pandemic from FEMA would end. The future costs for these items are expected to be minimal and should not have an impact to the FY2023 budget.

Fiscal Impact:

City staff estimates the cost of preparation of this report to be approximately $150.

Recommended Action:

Review and discuss Resolution No. 2020-07; and
Take no action and keep the existing declaration of emergency resolution in place; OR
Direct staff to bring back Resolution No. 2020-07 at the next regular City Council meeting on August 16, 2022, for rescission in its entirety; and
Direct staff to begin notification of all elected and appointed officials of the requirement for in person meetings after August 16, 2022.

Attachments:

A. Order N-11-22
B. City of Beaumont Resolution No. 2020-07

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-11-22

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

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

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

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

WHEREAS as a result of the effective actions Californians have taken, including more than 75 percent of eligible Californians who have been fully vaccinated, another 8 percent of eligible Californians who are partially vaccinated, and more than 57 percent of eligible Californians who have received a booster, California has turned another corner in its fight against COVID-19, and in particular, the Omicron variant; and

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

WHEREAS on February 25, 2022, I issued Executive Order N-4-22, which rolled back a significant number of the remaining Executive Order provisions I put in place, while retaining a limited set of provisions that remained necessary to continue responding to the threat posed by, and mitigating the effects of, the COVID-19 pandemic; and

WHEREAS in light of the current state of the COVID-19 pandemic in California, it is appropriate to, again, through measured and decisive action, roll back additional provisions of my COVID-19-related Executive Orders and allow other provisions set to expire on June 30, 2022 to do so; and

WHEREAS a limited number of provisions of my COVID-19-related Executive Orders remain critical to help California respond to, recover from, and mitigate

the impacts of the COVID-19 pandemic – including maintaining California's robust testing and vaccination programs and protecting hospital capacity and vulnerable populations, consistent with the State's SMARTER Plan – such that terminating those provisions at this time would compound the effects of the emergency and impede the State's recovery by disrupting the State's ability to support ongoing medical response and preparedness; and

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

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

IT IS HEREBY ORDERED THAT:

1) The following provisions are terminated:
    a. Executive Order N-84-20, paragraphs 7-9; and
    b. Executive Order N-5-22, paragraphs 1-2.

2) Paragraph 1 of Executive Order N-12-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

    Paragraph 3 of my State of Emergency proclaimed on March 4, 2020 shall remain in place and shall have full force and effect for the duration of this emergency.

3) Paragraph 2 of Executive Order N-12-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

    To ensure hospitals and other health facilities are able to adequately implement COVID-19 related mitigation strategies, the Director of the California Department of Public Health (Department) may waive any of the licensing requirements of Chapter 2 of Division 2 of the Health and Safety Code and accompanying regulations with respect to any hospital or health facility identified in Health and Safety Code section 1250. Any waiver shall include alternative measures that, under the circumstances, will allow the facilities to implement COVID-19 related mitigation strategies while protecting public health and safety. Any facilities being granted a waiver shall be established and operated in accordance with the facility's required disaster and mass casualty plan. The Director shall not waive licensing requirements governing facility

staffing ratios, except for individual facility waivers otherwise authorized by law. Any waivers granted pursuant to this paragraph shall be posted on the Department's website.

4) Paragraph 3 of Executive Order N-12-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

   Paragraph 14 of my State of Emergency proclaimed on March 4, 2020 shall remain in place and shall have full force and effect for the duration of this emergency. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by California Department of Social Services or through the duration of this emergency, whichever occurs first.

5) Paragraph 4 of Executive Order N-12-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

   Paragraph 4 of Executive Order N-25-20 shall remain in place and shall have full force and effect for the duration of this emergency.

6) Paragraph 5 of Executive Order N-12-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

   Paragraph 2 of Executive Order N-39-20 shall remain in place and shall have full force and effect for the duration of this emergency.

7) Paragraph 6 of Executive Order N-12-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

   Paragraph 6 of Executive Order N-39-20 shall remain in place and shall have full force and effect for the duration of this emergency.

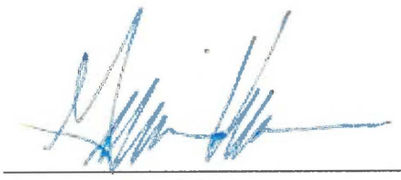
8) Paragraph 1 of Executive Order N-17-21, as extended by Executive Order N-21-21 through March 31, 2022 and Executive Order N-4-22 through June 30, 2022, is hereby withdrawn and replaced with the following text:

   Paragraph 1 of Executive Order N-35-20 shall remain in place and shall have full force and effect for the duration of this emergency.

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

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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of June 2022.



GAVIN NEWSOM
Governor of California

ATTEST:

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

RESOLUTION NO. 2020-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT AUTHORIZING THE CITY MANAGER TO EXECUTE A DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF BEAUMONT

WHEREAS, the health, safety, and welfare of persons in Beaumont are presently at risk due to the increasing number of cases of the coronavirus (COVID-19) across the state; and

WHEREAS, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on March 4, 2020 California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, the increase of reported cases and deaths associated with COVID-19 has also prompted the County of Riverside on March 10, 2020 to proclaim a local and public health emergency; and

WHEREAS, on March 15, 2020 California Governor Newsom held a press conference to announce that individuals 65 and older or vulnerable to COVID-19 must practice home isolation and bars, night clubs, wineries, and breweries should close in California while restaurants should run at 50% capacity to maximize social distancing; and

WHEREAS, the City Council desires to protect the health, safety, and welfare of the public and residents of the City of Beaumont;

NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL AS FOLLOWS:

Section 1. The City Council hereby declares a local emergency by way of this resolution and by way of authorizing the City Manager to execute and issue the attached Declaration of the Existence of a Local Emergency ("Declaration"). The City Manager is authorized to make any amendments and/or modifications to the attached Declaration he deems necessary to protect the health, safety, and welfare of the public and issue further orders as necessary or appropriate.

Section 2. The local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 17th day of March, 2020, by the following vote:

AYES: **White, Martinez, Carroll, Lara, Santos**
NOES:
ABSTAIN:
ABSENT:

By: _____
Rey Santos, Mayor
City of Beaumont

ATTEST:

By: _____
Nicole Wheelwright, City Clerk
City of Beaumont

DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY
CITY OF BEAUMONT

March 17, 2020

WHEREAS, Beaumont Municipal Code section 2.28.020 empowers the City Manager, to proclaim the existence or threatened existence of a local emergency when the City is exposed to an actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City; and

WHEREAS, the City Manager of the City of Beaumont, does hereby find that:

1. Threatened existence of conditions of extreme peril to the health and safety of persons in Beaumont are present as a result of the increasing spread of novel coronavirus (COVID-19) across the state; and

2. The federal Centers for Disease Control and Prevention has confirmed multiple cases of individuals who have severe respiratory illness caused by a novel coronavirus, called COVID-19, as well as deaths caused by this illness; and

3. The World Health Organization declared COVID-19 a pandemic; and

4. On March 4, 2020 California Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

5. The increase of reported cases and deaths associated with COVID-19 has also prompted the County of Riverside on March 10, 2020 to proclaim a local and public health emergency; and

6. On March 15, 2020 California Governor Newsom held a press conference to announce that individuals 65 and older or vulnerable to COVID-19 must practice home isolation and bars, night clubs, wineries, and breweries should close in California while restaurants should run at 50% capacity to maximize social distancing; and

7. A proclamation of a local emergency will assist in a coordinated public health response to reduce transmission and illness severity, provide assistance to health care providers, coordinate and mitigate public services that may be disrupted from this emergency, and mitigate any other effects of this emergency on the citizens of the City; and

8. Under California Government Code section 8630(b) and Beaumont Municipal Code section 2.28.040, a proclamation of local emergency must be ratified by the City Council within seven (7) days to remain in effect.

NOW, THEREFORE, IT IS HEREBY DECLARED, that a local emergency now exists throughout the City; and

IT IS FURTHER DECLARED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of the City of Beaumont; and

The local emergency shall remain in effect until such time that the Council determines that the emergency conditions have been abated; and

IT IS FURTHER DECLARED AND ORDERED that, without limiting the nature of the foregoing, the City Manager or his designee pursuant to Chapter 2.28 of the Beaumont Municipal Code, is empowered:

(A) To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;

(B) To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof;

(C) To require emergency services of any City officer or employee and, in the event of the proclamation of a state of emergency in Riverside County, to command the aid of as many citizens of this community as he deems necessary in the execution of his duties; such persons shall be entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;

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

(E) To execute all of his ordinary power as City Manager, all of the special powers conferred upon him by Chapter 2.12 of the Beaumont Municipal Code or by resolution or emergency plan pursuant thereto adopted by the City Council, all powers conferred upon him by any statute, by any agreement approved by the City Council, and by any other lawful authority.

March 14, 2020

Todd Parton,
City Manager

APPROVED AS TO LEGAL FORM:

John O. Pinkney, City Attorney

Staff Report

TO: City Council

FROM: Christina Taylor, Deputy City Manager

DATE August 2, 2022

SUBJECT: **Discussion on a Proposed Land Use Management Policy for Logistics, Warehouse, Distribution and Other Similar Industrial Development**

Background and Analysis:

The City of Beaumont is experiencing significant interest from the logistics/warehouse/distribution industries. The City is currently home to Amazon, Wolverine, Icon and CJ Foods all of which operate in the Manufacturing (M) zone south of SR-60 along the Fourth Street corridor. The Planning Department has applications on file for approximately 30 million additional square feet of similar developments in the Manufacturing (M) zone and surrounding sphere of influence.

In light of the current and anticipated growth, the Land Use Subcommittee directed the City Manager's office to prepare a draft policy for management of these types of development. Staff worked with the Land Use Subcommittee on the draft included as Attachment A to this report. Below are some highlights of the draft Land Use Management Policy:

Purpose

The policy is intended to provide a guide through which logistics, warehouse and similar projects can be planned in a way that lessens their impact on the community and the environment.

The policy will provide standards which applicants and the public can look to and will provide an opportunity for City staff to monitor individual conditions of approval.

Applicability

The policy guidelines will apply to new projects submitted after the policy is approved and will be implemented during the development review process.

The policy will apply to logistics, warehouse or similar projects including any building larger than 100,000 square feet in size or type. It is intended to provide general guidance that will be appropriate for most industrial or logistics, warehouse or similar projects.

Analysis

The analysis section speaks to a variety of studies and other documents which will be required as part of the project review process. Some of the studies will already be required through the CEQA process and some are new items, not currently required as part of the development review process or by CEQA.

Construction Phase

The construction phase requirements are intended to mitigate the impacts of construction activities for both the surrounding area and the environment. The requirements listed address items such as air quality, noise and construction debris. This section also provides for inspection by City staff to ensure compliance.

Siting and Design

The siting and design section addresses concerns with the physical aspects of a project and how it functions in the built environment. Issues addressed include location of loading docks, circulation, screening and overall design of the project.

Operation

The facility operation component of the policy concentrates on post-construction operations of a facility. The intent of this portion is to support measures which reduce air quality and noise impacts while in operation.

Wayfinding

Wayfinding speaks predominately to signage throughout the entire site. The purpose is to direct large truck traffic and employee traffic appropriately, with the intent of minimizing truck-passenger vehicle conflict. The wayfinding section also requires a point of contact be identified as the responsible position for ensuring the conditions and mitigations in this section are being met.

Community Benefit

The community benefit section focuses on two items: meaningful community engagement and future community benefit fee. Meaningful and transparent community engagement will be required prior to an item moving through the public hearing process. The engagement efforts must be quantifiable and make an effort to address community concerns. The future community benefit fee could be implemented at the direction of City Council. Staff would have a nexus study prepared and conduct the appropriate

hearings in accordance with California Government Code sections 66000- 66025 (the “Mitigation Fee Act”), and Assembly Bill (AB) 1600 to establish and implement a fee.

Fiscal Impact:

The cost to prepare this staff report is approximately $350.

Recommended Action:

Adopt the Land Use Management Policy; or
Discuss and provide direction to staff on the draft Land Use Management policy.

Attachments:

A. Draft Land Use Management Policy

Purpose

For the past decade, the City of Beaumont was one of the fastest growing cities in the region. The City's proximity to Los Angeles, Orange and San Diego counties, the availability of affordable land and high quality of life have all contributed to making Beaumont an attractive place to live and work. The continuing rate of growth in Beaumont and in the larger region exceeds the capacity of the City's financial resources to meet the needs for transportation infrastructure. Warehousing, logistics, e-commerce and distribution are established sectors of the Inland Empire economy and are increasing in the City of Beaumont. These uses contribute to local job growth and continue to expand based on trends in e-commerce. Due to the City's location, providing direct access to I-10, SR-60 and SR79, it is anticipated that strong demand for growth in the logistics industry will continue.

The City recognizes construction and operations of logistics, warehouses and other similar types of projects in close proximity to sensitive land uses or sensitive receptors, negatively affects quality of life. ***Sensitive receptors generally include residences, schools, parks, playgrounds, community centers, assisted living, day care centers, nursing homes, hospitals, and similar uses.*** The City of Beaumont has all of these types of sensitive receptors and additionally has several active-55+ communities.

This policy is intended to provide a guide through which logistics, warehouses and similar projects can be planned in a way that lessens their impact on the community and the environment. This policy will aid in minimizing potential impacts to sensitive receptors by acknowledging the City's existing General Plan and zoning which provides location and standards for development of these types of projects and California Environmental Quality Act (CEQA) project analysis. This policy does not exempt a project from preparation of the appropriate environmental review and application of any necessary measures that may arise as a result. This policy provides criteria which shall be implemented to supplement project-level mitigation measures, to further reduce impacts related to logistics, warehousing and any project of similar size or type of development.

The application of this policy is intended to be included in the evaluation of and conditions of approval for individual development projects. This will provide standards for which applicants and the public can look to and will provide an opportunity for City staff to monitor individual conditions of approval. The policies are organized into specific categories, to address potential quality of life issues from initial design to construction and operations.

Applicability

The policy guidelines apply to new projects submitted after the policy approval date and will be implemented during the development review process.

This policy applies to logistics and warehouse projects that include any building larger than 100,000 square feet in size or type. It is intended to provide a general guidance that will be appropriate for most industrial or logistics, warehouse or similar projects. Project-level review under CEQA applies to any project, regardless of square footage and may include any technical reports including, but not limited to noise, greenhouse gas, air quality, and traffic. The Planning Department shall use this policy to review projects and in instances where a project does not conform to the policy shall document findings to be considered by the Planning Commission and City Council.

Analysis

1. An "Air Quality" study shall be prepared in accordance with CEQA and the South Coast Air Quality Management District (SCAQMD) guidelines which includes both project specific and cumulative impact analysis.

2. A "Health Risk Assessment" shall be prepared in accordance with CEQA and the South Coast Air Quality Management District (SCAQMD) guidelines when a proposed project meeting the criteria of this policy is located within 1,000 feet of a sensitive receptor.

3. A "Noise Impact Analysis" shall be prepared in accordance with CEQA guidelines to assess potential impacts to the neighboring properties and surrounding community.

4. A "Construction Traffic Control Plan" shall be prepared, reviewed and approved prior to issuance of a grading permit, which details the locations of equipment staging areas, material stockpiles, proposed road closures, and hours of construction operations.

5. A "Traffic Study" or "Traffic Impact Analysis" shall be prepared in accordance with CEQA, analyzing both Vehicle Miles Traveled (VMT) and Level of Service (LOS) as identified in the City's General Plan. The study shall identify improvements and fair share costs for the project.

6. A "Water Supply Assessment" shall be prepared as part of the environmental review process.

7. A "Sewer Study" shall be prepared as part of the environmental review process.

8. An "Economic Impact Study" shall be prepared as part of the environmental review process.

9. An "Energy Efficiency Plan" shall be prepared as part of the environmental review process that shows above and beyond Title 24 requirements.

Construction Phase

1. During construction of the project, all construction equipment accessing the site shall have CARB-Compliant engines or newer as identified by the most current CARB engine standards.

2. Construction contractors shall locate or park all stationary construction equipment away from sensitive receptors nearest the project site.

3. The surrounding streets shall be swept on a daily basis to remove any construction related debris and dirt.

4. Dust control measures meeting SCAQMD standards shall be implemented for all land disturbance and construction activity.

5. Construction contractors shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.

6. During construction, a City representative shall conduct an on-site inspection with a project representative to verify compliance with these policies, and to identify other opportunities to reduce construction impacts.

Siting and Design

1. Truck bays and loading docks shall be a minimum of 1,000 feet, from the property line of the sensitive receptor to the nearest dock door using a direct straight-line method. This distance may be reduced if the site design includes berms or other similar features to appropriately shield and buffer the sensitive receptors from the active truck operations areas. Dock doors shall not be visible from surrounding residential properties or the public right-of-way. Other setbacks appropriate to the site's zoning classification shall be incorporated in the design.

2. Projects shall be designed to provide adequate on-site parking for commercial trucks and passenger vehicles and on-site queuing for trucks not visible from sensitive receptors. Commercial trucks shall not be parked in the public right-of-way or nearby residential areas. Queuing shall not extend into the public right-of-way.

3. Truck driveways shall be placed on streets that do not front sensitive receptors.

4. Sites shall clearly mark entry and exit points for trucks and service vehicles.

5. Facility operators shall establish specific truck routes between the facility and regular destinations, identifying the most direct routes to the nearest highway/freeway and prohibit traveling near sensitive receptors or through residential neighborhoods. The truck route should be submitted as part of the entitlement package.

6. Separate entry and exit points for trucks and passenger vehicles shall be provided to minimize vehicle/truck conflict.

7. Sites shall be densely screened with landscaping along all bordering streets and adjacent sensitive receptors, with trees spaced no further apart than 25 feet on center. Fifty percent of the landscape screening shall include a minimum of 36-inch box trees. A permanent maintenance mechanism shall be approved as part of the entitlement process to assure that the landscaping remains in place and functional in accordance with the approved landscaping plan.

8. A "wing-wall" shall be installed perpendicular to the loading dock areas to further reduce truck or operational noise and to serve as an aesthetic screening feature for the loading area when adjacent to sensitive receptors.

9. All project lighting shall comply with the City's "Dark Sky Ordinance", Beaumont Municipal Code Chapter 8.50 Outdoor Lighting. Lighting shall be directed down to the interior of the site and not spill over onto adjacent properties.

10. Project facilities shall install electrical panels and conduit to facilitate future electrical connections, to eliminate idling of main and auxiliary engines during the loading and unloading process. At all cold storage facilities electrical connections shall be provided to each dock.

11. Facility construction and operational noise shall comply with Beaumont Municipal Code Chapter 9.02 Noise Control.

12. Sites shall be designed to significantly minimize aesthetic impact and structures shall have a neutral palette, blending in with the surrounding environment.

Operation

1. Facility operators shall prohibit truck drivers from idling more than five (5) minutes and require operators to turn off engines when not in use, in compliance with the California Air Resources Board regulations.

2. Facility operators shall coordinate with CARB and SCAQMD to obtain the latest information about regional air quality concentrations, health risks, and trucking regulations.

3. On-site equipment shall be compliant with CARB and SCAQMD regulations.

4. Facility operators shall require all drivers to park and perform any maintenance of trucks in designated on-site areas and not within the surrounding community or on public streets.

5. Facility operators for sites that exceed 250 employees shall establish a rideshare program, in accordance with AQMD rule 2202, with the intent of discouraging single-occupancy vehicle trips and promote alternate modes of transportation, such as carpooling and transit where feasible.

6. A minimum of 5% or as required by the Cal Green Code, whichever is greater of employee parking spaces shall be designated and infrastructure installed and operational for electric or other alternative fueled vehicles.

7. Externally announcing public address (PA) system are prohibited with the exception of emergency notifications.

8. Facility operational noise shall comply with Beaumont Municipal Code Chapter 9.02 Noise Control.

Wayfinding

1. Wayfinding signs shall be posted in the appropriate locations that trucks should not idle for more than five (5) minutes and that truck drivers should turn off their engines when not in use.

2. Wayfinding signage shall be posted in the appropriate locations that clearly show the designated entry and exit points for trucks, service vehicles and passenger vehicles.

3. Signs stating parking and maintenance of all trucks is to be conducted within designated areas and not within the surrounding community or on public streets shall be posted in the appropriate locations.

4. Signs should be posted in the appropriate locations and handouts should be provided that show the locations of nearest food options, fueling, truck maintenance services, and other similar convenience services, if these services are not available onsite.

5. Each facility shall designate a point of contact responsible for implementing the measures described herein and/or in the project conditions of approval and mitigation measures. Contact information should be provided to the City and updated annually, and signs should be posted in visible locations providing the contact information for the point of contact to the surrounding community. These signs shall also identify the website and contact information for the South Coast Air Quality Management District.

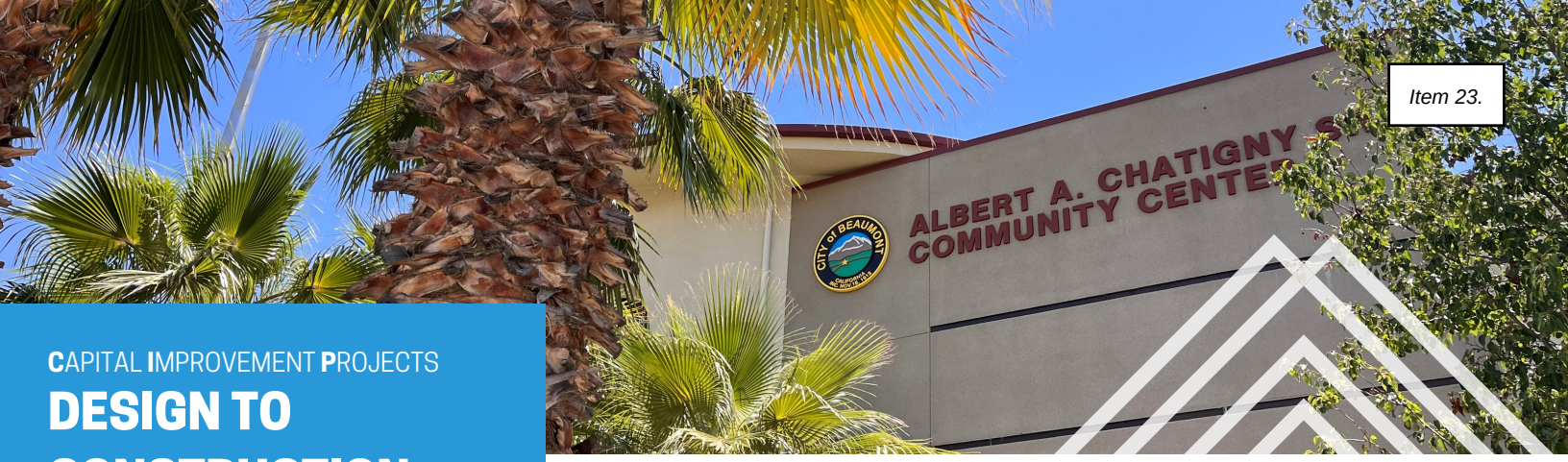
6. Signage shall comply with the City's Sign Ordinance, Beaumont Municipal Code Chapter 17.07 Signage, which may be amended from time to time.

Community Benefit

1. Applicants for proposed projects meeting the criteria for this policy shall engage in meaningful and transparent community outreach to engage the existing community in determining issues of concern. The applicant shall make a quantifiable effort to address concerns through site design and other means during the project entitlement process. Suggested outreach efforts include but are not limited to, hosting community meetings, making presentations at Homeowner's Association meetings, and Planning Commission workshops.

2. Warehouse/distribution, logistics, e-commerce and other similar types of industrial development typically produce some community impacts related to the construction and operation of these facilities. The applicant for any new project will be required to participate in the Land Use Management Mitigation Fee, which would be utilized to address applied to further off-set potential air quality impacts to the community and provide a community benefit above and beyond any CEQA related mitigation measures. The fee would be based on a nexus study and subject to the requirements of California Government Code sections 66000- 66025 (the "Mitigation Fee Act"), and Assembly Bill (AB) 1600. The fee will be collected on a one-time basis. Funds collected through the fee program will be subject to designation for use by the City Council and will generally be used for projects that directly benefit the impacted community wherein the project is located.

DRAFT



CAPITAL IMPROVEMENT PROJECTS

DESIGN TO CONSTRUCTION

Construction on a Capital Improvement Project is a process that, depending on size and magnitude, can take months or even years to complete.

Capital Improvement Projects are deeply complex with the following start to finish process:

STAGE 1: Identify
Identify City Infrastructure to be improved, such as parks, streets, transit, community facilities, etc.

STAGE 2: Conceptual Design
City staff conducts community outreach, such as surveys, to assess the needs and develop a concept plan of what the project will look like.

STAGE 3: Obtain Funding
Depending on the type of project and it's impact locally, regionally or beyond, funding sources can include one or more of the following: Grants, local, county, state, federal funding, and/or tax revenue.

STAGE 4: Construction Design
Architects and engineers determine the scope of the project and develop a timeline, which includes environmental planning and design. This process can take 6-48 months depending on the complexity of the project.

STAGE 5: Construction
At the construction phase, the public will see the project start to take shape.

STAGE 6: Completion
Every completed project **ELEVATES** our City!

PARK PROJECTS
AT-A-GLANCE

STEWART PARK

In April 2022, a Professional Services Agreement was awarded to PlaceWorks to provide Landscape Architecture and Engineering Design Services for Stewart Park. A public survey discussing park features was completed in July with over 650 responses. The draft conceptual plan based on staff review and public input will be presented to the City Council in October. The project is fully funded and construction is anticipated to begin in 2023.

RANGEL PARK

In the Spring of 2022, the Beaumont Community Services assembled a Special Team to complete the renovation of Rangel Park and Valdivia Field in time for the annual Coyotes Fastpitch Softball Tournament. Completed projects include installation of new irrigation, sod/landscaping, decomposed granite (DG) warning track, drinking fountains, bleachers, sidewalk and ballfield fencing. To complete the project, staff is awaiting the delivery of the playground and the installation of new LED lights.

THREE RINGS RANCH PARK

In 2021, the City of Beaumont was awarded a grant from the State of California Department of Parks and Recreation Office of Grants and Local Services (OGALS). Conceptual designs were presented to families at a Pop Up in The Park event held at Three Rings Ranch Park; participants were asked to select color schemes and playground amenities. Equipment will be ordered by Summer 2022 with installation expected by early 2023.

MT. VIEW PLAYGROUND SHADE

This current CIP Project is funded to provide a new playground that will include integrated shade structures. The installation of shade elements incorporated into new playgrounds saves space and is essential to protecting children from UV rays. This project included replacing the existing 5-12 year-old and 2-5 year-old playgrounds. The project is fully funded and equipment will be ordered by Fall 2022 with installation expected by early 2023.

For more information on these projects, please visit BeaumontCA.gov

REV. July 2022

BEAUMONT

PARKS AND RECREATION
CITY OF BEAUMONT

WHO WE ARE
BY THE NUMBERS

BEAUMONT PRIDES ITSELF ON OFFERING PARKS AND RECREATION SERVICES THAT ADDRESS THE NEEDS OF EVERY CITIZEN.

18 CITY-OWNED COMMUNITY PARKS & PLAYGROUNDS

1 TENNIS COURT
HANDBALL COURT
FOOTBALL/RUGBY FIELD

7 BASEBALL FIELDS

4 SOCCER FIELDS

12 BASKETBALL COURTS

SKATE PARK

6 MILES OF PARK TRAILS

1 OUTDOOR PARK FITNESS LOOP

DISC GOLF COURSE

1 DOG PARK
SMALL AND LARGE DOG SECTIONS

SENIOR CENTER

1 OUTDOOR AMPHITHEATER

2 INDOOR PERFORMANCE STAGES

7 PARK RESTROOMS

3 SNACK BARS

RENTABLE SPACES

5 COMMUNITY MEETING ROOMS

5 PARK GAZEBOS

2 AUDITORIUM/ GYMNASIUMS

Find all your Beaumont parks by downloading the new Beaumont app!