CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, June 15, 2021
Closed Session: 4:30 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 - 4:30 PM

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

CALL TO ORDER

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

Public Comments Regarding Closed Session

1. **Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1). One case: City of Beaumont v. Urban Logic, Inc. et. al. RIC 1707201**
2. **Conference with Legal Counsel Regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1). One Case: San Timoteo Watershed Management Authority v. City of Banning et. al. (Case No. RIC 389197)**
3. **Conference with Legal Counsel - Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) - Written Claim from Steve Fortier, Antoinette Belcher, & Michael Fortier**
4. **Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**
5. **Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4) - One Potential Case**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

Report out from Closed Session
Action on any Closed Session Items
Action of any Requests for Excused Absence
Pledge of Allegiance
Approval / Adjustments to the Agenda

Conflict of Interest Disclosure

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

CONSENT CALENDAR

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

1. **Ratification of Warrants**

   Recommended Action:

   Ratify warrants dated:
   May 13, 2021,
   May 20, 2021, and
   May 27, 2021.

2. **Approval of Minutes**

   Recommended Action:

   Approval of Minutes dated June 1, 2021.

3. **Second Reading for Consideration of Adoption of a Development Agreement for Beaumont Crossroads I (Formally Known as Rolling Hills Ranch Specific Plan) Establishing Sewer Discharge Limitations**

   Recommended Action:

   Waive the second full reading and adopt by title only, "An Ordinance of the City Council of the City of Beaumont adopting the Development Agreement between the City of Beaumont and Beaumont Crossroads I."

4. **Authorize City Staff to Issue a Bond Exoneration Letter for Performance and Payment Bond No. 106679751 for Fourth Street Traffic Signal and Striping Improvements associated with Parcel Map No. 34209, Accept Maintenance Bond No. 107366940, and Authorize the Finance Department to Refund McDonald Property Group, Inc., $85,019.67 Pursuant to the City Fee Credit Agreement, Dated February 5, 2019**

   Recommended Action:

   Authorize City staff to issue a bond exoneration letter for Performance and Payment Bond No. 106679751 for Fourth Street traffic signal and striping improvements associated with Parcel Map No. 34209;
   Accept Maintenance Bond No. 107366940; and
   Authorize the Finance Department to refund McDonald Property Group, Inc., $85,019.67 pursuant to the fee agreement, dated February 5, 2019.

5. **Approve the Purchase of a Carlton 5014 TRX Stump Grinder in the Amount Not to Exceed $35,589.83 from Cal-Line Equipment, Inc.**

Recommended Action:

Approve the purchase of a Carlton 5014 TRX stump grinder in the amount of $35,589.83 from Cal-Line Equipment, Inc., and authorize City staff to issue a purchase order.

6. **One-Year Extension of the Interagency Service Agreement between the City of Banning and the City of Beaumont to Provide Coordinated Transit Services**

Recommended Action:

Approve the Interagency Service Agreement between the City of Banning and the City of Beaumont to provide coordinated transit services for FY2022 and authorize the Mayor to execute on behalf of the City.

7. **Second Reading of Ordinances Dissolving Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1**

Recommended Action:

Waive the full second reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of a Special Tax within the Community Facilities District;"

Waive the full second reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19D of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19D;" and

Waive the full second reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19F of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19F."

8. **FY2021 General Fund and Wastewater Fund Budget to Actual through May 2021**

Recommended Action:

Receive and file the attached reports.

PUBLIC HEARINGS

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

9. **Continued Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.11.150 "Storage Facilities" to the Beaumont Municipal Code**

Recommended Action:

Hold the continued public hearing, and
Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont adding Chapter 17.11.150 ‘Storage Facilities’ to the Beaumont Municipal Code.”

ACTION ITEMS

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

10. Second Amendment to the Professional Services Agreement with Townsend Public Affairs in an Amount Not to Exceed $48,000

Recommended Action:

Approve the Second Amendment to the Professional Services Agreement with Townsend Public Affairs for state and federal lobbyist services in an amount not to exceed $48,000.

11. Third Amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., for Custodial Services for Fiscal Year 2022 in an Amount Not to Exceed $175,000

Recommended Action:

Approve the third amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., in an amount not to exceed $175,000 and authorize the City Manager to execute the amendment on behalf of the City, and
Authorize City staff to issue a purchase order in that amount.

12. First Amendment to the Agreement for Maintenance Services with Turboscape, Inc., in an Amount Not-To-Exceed $150,000 for City-wide Mulching

Recommended Action:

Approve the first amendment to the Agreement for Maintenance Services for wood mulch installation to Turboscape, Inc., in an amount not-to-exceed $150,000 and authorize the City Manager to execute the amendment on behalf of the City; and
Authorize City staff to issue a purchase order in that amount.

13. Authorize the Purchase of a John Deere 310SL Backhoe with RDO Equipment Company in an Amount Not to Exceed $149,469.59

Recommended Action:

Approve and authorize the issue of a purchase order to RDO Equipment Company for one (1) John Deere 310SL backhoe in the amount of $149,469.59.

14. Authorize the Purchase of a Ditch Witch HX50 Vacuum Excavator with Ditch Witch West in an Amount Not to Exceed $73,050.23

Recommended Action:

Approve and authorize the issue of a purchase order to Ditch Witch West for one (1) Ditch Witch HX50 Vacuum Excavator in the amount of $73,050.23.

15. Award Professional Services Agreements to KEWO Engineering Corporation, Borrelli and Associates, Inc., P2S, Incorporated, and Salas O'Brien for On-Call Professional Electrical Engineering Services

Recommended Action:

Award professional services agreements to KEWO Engineering Corporation, Borelli and Associates, Inc., P2S, Incorporated, and Salas O'Brien for on-call professional electrical engineering services; and
Authorize the City Manager to execute each of the agreements on behalf of the City.

16. Authorize Employment Contract with General Manager of Utilities

Recommended Action:

Approve the employment contract for the General Manager of Utilities position with Thaxton Van Belle and authorize the City Manager to sign the agreement.

17. Ratification of Emergency Pump Purchase for Marshall Creek Lift Station

Recommended Action:

Ratify the emergency purchase of a new pump from Xylem Water Solutions for the Marshall Lift Station for an amount not to exceed $76,000.

18. Approve the First Amendment of the Wastewater Treatment Plant Chemical Supply Contract with NorthStar Chemical

Recommended Action:

Approve amendment consisting of a one-year extension of the existing contract for supply of the listed chemicals with NorthStar Chemical with adjusted rates as outlined in the First Amendment to the Chemical Supply Agreement.

19. Approve the First Extension of the Wastewater Treatment Plant Chemical Supply Contract with HASA, Inc.

Recommended Action:

Approve a one-year extension of the existing contract for supply of sodium hypochlorite with HASA, Inc., with adjusted rates as outlined in the First Amended Chemical Supply Agreement.

20. Authorize Premium Pay from Treasury's Coronavirus State and Local Fiscal Recovery Funds

Recommended Action:

Authorize the use of $2.1 million of the Coronavirus State and Local Fiscal Recovery Fund for premium pay to City of Beaumont essential workers.

21. Fiscal Year 2021 General Fund Budget Adjustments and Receipt and Allocation of State and Local Fiscal Recovery Funds

Recommended Action:

Approve the proposed operating budget adjustments for the FY2021 General Funds as highlighted in this report,

Approve the receipt of Coronavirus Local Fiscal Recovery Funds through FY2021 budget adjustment as highlighted in this report, and
Approve the proposed allocation of the Coronavirus Local Fiscal Recovery Funds through FY2021 budget amendments.

22. **Approval of Fiscal Year 2022 Requisitions Greater than $25,000 in Accordance with City of Beaumont Purchasing Ordinance**

Recommended Action:

Approve the listed requisitions for vendors to receive payment over $25,000 and up to the amount specified in Attachment A of this report.

23. **Cooperative Agreement for Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Beaumont**

Recommended Action:

Approve the Cooperative Agreement for Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Beaumont.

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

Recommended Action:

City staff recommends waiting for the Governor Newsom's official announcement on the status of the State's emergency declaration before making any change regarding the local emergency declaration. This is to ensure that Beaumont remains eligible for federal and state emergency aid.

25. **Approval of City Attorney Invoices for the Month of May 2021**

Recommended Action:

Approve invoices in the amount of $120,130.40.

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

FUTURE AGENDA ITEMS

COUNCIL REPORTS

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

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, July 20 2021, at 5:00 p.m., unless otherwise posted.

Beaumont City Hall – Online **www.BeaumontCa.gov**

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, May 13, 2021

Printed Checks	109046-109092	$	173,739.32	FY 20/21
ACH	432	$	2,916.25	
	A/P Total	$	176,655.57	

Bank Draft	CalPERS	$	47,618.00	742 Classic
		$	44,199.95	743 Classic
		$	19,679.65	27308 PEPRA
		$	12,339.95	25763 PEPRA
	Kaiser Foundation	$	178.00	HSA Payment

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 05/07/2021 - 05/14/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
1036	ALBERT A. WEBB ASSOCIATES	05/14/2021	EFT	0.00	2,916.25	432
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
211390	Invoice	05/13/2021	Engineering Services During Const. - BRIN	0.00	1,856.25	
	710-0000-7068-0000	CONTRACTUAL SERVICE	ENGINEERING SERVICES DURIN	1,856.25		
211391	Invoice	05/13/2021	Engineering Services During Construction	0.00	572.40	
	710-0000-7068-0000	CONTRACTUAL SERVICE	ENGINEERING SERVICES	572.40		
211391-2	Invoice	05/13/2021	Engineering Services During Const. - BRIN	0.00	487.60	
	710-0000-7068-0000	CONTRACTUAL SERVICE	ENGINEERING SERVICES DURIN	487.60		
4260	10-8 RETROFIT INC	05/14/2021	Regular	0.00	900.00	109046
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
17762	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	300.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	300.00		
17763	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	300.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	300.00		
17764	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	300.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	300.00		
1050	AMAZON CAPITAL SERVICES	05/14/2021	Regular	0.00	109.25	109047
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
11DK-WN9F-J16	Invoice	05/13/2021	DEPT SUPPLIES	0.00	75.95	
	100-2150-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	75.95		
1PXP-PMQ4-RCX	Invoice	05/13/2021	DEPT SUPPLIES	0.00	18.26	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	18.26		
1PXP-PMQ4-TC91	Invoice	05/13/2021	OFFICE SUPPLIES	0.00	15.04	
	700-4050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	15.04		
1086	ARROWHEAD RADIOLOGY MEDICAL	05/14/2021	Regular	0.00	86.00	109048
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3884156.1	Invoice	05/13/2021	EMPLOYEE MEDICAL SERVICES	0.00	86.00	
	100-2050-6019-0000	FIRST AID	EMPLOYEE MEDICAL SERVICES	86.00		
2618	AT&T MOBILITY	05/14/2021	Regular	0.00	885.28	109049
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
287302055450X0	Invoice	05/13/2021	PHONE UTILITY	0.00	885.28	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	885.28		
1147	BEAUMONT CHERRY VALLEY WATER DIST.	05/14/2021	Regular	0.00	26,482.32	109050

Vendor Number / Payable # / Account Number	Vendor Name / Payable Type / Account Name	Post Date / Payable Description / Item Description	Payment Date / Payment Type / Discount Amount / Payment Amount / Number / Payable Amount / Distribution Amount
05/13/21	Invoice	05/13/2021 WATER UTILITY	0.00 26,482.32
100-3250-7010-0000	UTILITIES	WATER UTILITY	2,838.72
100-3250-7010-007A	UTILITIES (IA 7A)	WATER UTILITY	571.53
100-3250-7010-008A	UTILITIES (IA 8A)	WATER UTILITY	107.63
100-3250-7010-008B	UTILITIES (IA 8B)	WATER UTILITY	413.03
100-3250-7010-010A	UTILITIES (IA 10)	WATER UTILITY	794.78
100-3250-7010-012A	UTILITIES (IA 12)	WATER UTILITY	123.70
100-3250-7010-014X	UTILITIES (IA 14)	WATER UTILITY	979.67
100-3250-7010-015X	UTILITIES (IA 15)	WATER UTILITY	769.35
100-3250-7010-018X	UTILITIES (IA 18)	WATER UTILITY	685.53
100-3250-7010-019C	UTILITIES (IA 19C)	WATER UTILITY	82.83
100-3250-7010-06A1	UTILITIES (IA 6A1)	WATER UTILITY	675.95
100-6050-7010-0000	UTILITIES	WATER UTILITY	803.70
100-6050-7010-003X	UTILITIES IA 3	WATER UTILITY	15.43
100-6050-7010-007A	UTILITIES IA 7A	WATER UTILITY	413.92
100-6050-7010-008A	UTILITIES IA 8A (SUNDAN	WATER UTILITY	3,355.44
100-6050-7010-008C	UTILITIES IA 8C	WATER UTILITY	29.15
100-6050-7010-008D	UTILITIES IA 8D	WATER UTILITY	158.98
100-6050-7010-008E	UTILITIES IA 8E	WATER UTILITY	149.25
100-6050-7010-014A	UTILITIES IA 14A (OAK VA	WATER UTILITY	158.61
100-6050-7010-014B	UTILITIES IA 14B	WATER UTILITY	425.75
100-6050-7010-017A	UTILITIES IA 17A (TOURN	WATER UTILITY	1,512.40
100-6050-7010-017C	UTILITIES IA 17C	WATER UTILITY	985.34
100-6050-7010-018X	UTILITIES IA 18	WATER UTILITY	29.15
100-6050-7010-019C	UTILITIES IA 19C	WATER UTILITY	312.19
100-6050-7010-020X	UTILITIES IA 20	WATER UTILITY	5.37
100-6050-7010-06A1	UTILITIES IA 6A1	WATER UTILITY	54.56
100-6050-7010-5200	UTILITIES, PARK (PALMER)	WATER UTILITY	15.43
100-6050-7010-5350	UTILITIES, PARK (SHADO	WATER UTILITY	29.15
100-6050-7010-5400	UTILITIES, PARK (SPORTS	WATER UTILITY	1,572.96
100-6050-7010-5450	UTILITIES, PARK (STETSON	WATER UTILITY	299.67
100-6050-7010-5500	UTILITIES, PARK (STEWAR	WATER UTILITY	423.93
100-6050-7010-5600	UTILITIES, PARK (TREVINO	WATER UTILITY	79.49
100-6050-7010-5650	UTILITIES, PARK (VETERA	WATER UTILITY	93.91
700-4050-7010-0000	UTILITIES	WATER UTILITY	7,495.82
700-4050-7010-019C	UTILTIIES (IA 19C)	WATER UTILITY	20.00
3602	BURRTEC WASTE GROUP, INC	05/14/2021 Regular	0.00 46,754.88 109051
05042021-1	Invoice	05/13/2021 SLUDGE HAULING SERVICES	0.00 46,754.88
700-4050-7068-0000	CONTRACTUAL SERVICES	SLUDGE HAULING SERVICES	754.88
700-4050-7068-0000	CONTRACTUAL SERVICES	SLUDGE HAULING SERVICES	46,000.00
1242	CED	05/14/2021 Regular	0.00 69.50 109052
0954-1002748	Invoice	05/13/2021 BUILDING MAINTENANCE	0.00 69.50
100-6000-7085-6045	BLDG MAINT- COMMUNI	BUILDING MAINTENANCE	69.50
1340	CPS HR CONSULTING	05/14/2021 Regular	0.00 708.40 109053
SOP52811	Invoice	05/13/2021 HIRING COSTS	0.00 364.10
100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	364.10
SOP52834	Invoice	05/13/2021 HIRING COSTS	0.00 344.30
100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	344.30

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3560	DOSSIER SYSTEMS INC	05/14/2021	Regular	0.00	1,710.00	109054
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
49173	Invoice	05/13/2021	Fleet Maintenance Software & Solutions	0.00	1,710.00	
	750-7300-7071-0000	SOFTWARE	FLEET MAINTENANCE	1,710.00		
3799	ENKO SYSTEMS INC	05/14/2021	Regular	0.00	3,070.69	109055
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
317375	Invoice	05/13/2021	DEPT SUPPLIES	0.00	3,070.69	
	210-0000-7090-0000	EQUIP SUPPLIES/MAINT	DEPT SUPPLIES	3,070.69		
1501	FAIRVIEW FORD	05/14/2021	Regular	0.00	49.81	109056
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
790501	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	17.93	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	17.93		
791792	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	31.88	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	31.88		
1509	FEDEX	05/14/2021	Regular	0.00	46.35	109057
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7-341-46897	Invoice	05/13/2021	OFFCIE SUPPLIES	0.00	46.35	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFCIE SUPPLIES	46.35		
1518	FLYERS ENERGY	05/14/2021	Regular	0.00	688.34	109058
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
CFS-2609348	Invoice	05/13/2021	FUEL EXPENSE	0.00	688.34	
	750-7600-7050-0000	FUEL	FUEL EXPENSE	70.41		
	750-8000-7050-0000	FUEL	FUEL EXPENSE	96.18		
	750-8300-7050-0000	FUEL	FUEL EXPENSE	521.75		
1522	FOX OCCUPATIONAL	05/14/2021	Regular	0.00	1,600.00	109059
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
127775	Invoice	05/13/2021	HIRING COSTS	0.00	150.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	105.00		
	100-6050-6019-0000	FIRST AID	HIRING COSTS	45.00		
127776	Invoice	05/13/2021	HIRING COSTS	0.00	1,450.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	1,450.00		
1533	FRONTIER COMMUNICATIONS	05/14/2021	Regular	0.00	1,182.56	109060
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
213-181-1343-03	Invoice	05/13/2021	PHONE UTILITY	0.00	69.47	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY	69.47		
323-156-8188-02	Invoice	05/13/2021	PHONE UTILITY	0.00	85.98	
	100-1230-7015-6060	TELEPHONE (4th ST YARD	PHONE UTILITY	85.98		
951-197-0624-08	Invoice	05/13/2021	PHONE UTILITY	0.00	250.93	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	250.93		
951-769-8520-01	Invoice	05/13/2021	PHONE UTILITY	0.00	285.30	
	100-1230-7015-6025	TELEPHONE (CITY HALL)	PHONE UTILITY	285.30		
951-769-8530-06	Invoice	05/13/2021	PHONE UTILITY	0.00	238.82	
	750-7000-7015-0000	TELEPHONE	PHONE UTILITY	238.82		
951-769-8538-06	Invoice	05/13/2021	PHONE UTILITY	0.00	83.75	
	100-1230-7015-6048	TELEPHONE (POOL)	PHONE UTILITY	83.75		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
951-769-8539-04	Invoice	05/13/2021	PHONE UTILITY	0.00	168.31	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		168.31	
1585	GRAINGER	05/14/2021	Regular	0.00	1,294.56	109061
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9872711289	Invoice	05/19/2021	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	1,294.56	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WW SPECIAL DEPT SUPPLIES -		1,294.56	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	05/14/2021	Regular	0.00	875.00	109062
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6883	Invoice	05/13/2021	HIRING COSTS	0.00	175.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS		175.00	
6916	Invoice	05/13/2021	HIRING COSTS	0.00	700.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS		700.00	
3572	HECTOR ALVARADO	05/14/2021	Regular	0.00	1,780.00	109063
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1528	Invoice	05/13/2021	Bus Washing Service	0.00	1,780.00	
	750-7100-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service		160.00	
	750-7400-7068-0000	CONTRACTUAL EXPENSES	Bus Washing Service		520.00	
	750-7600-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service		300.00	
	750-7900-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		300.00	
	750-8000-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		100.00	
	750-8300-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		400.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	05/14/2021	Regular	0.00	274.20	109064
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33715	Invoice	05/13/2021	Huntington Transcription Servcies for FY 2	0.00	274.20	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servci		274.20	
1806	KONICA MINOLTA PREMIER FINANCE	05/14/2021	Regular	0.00	4,084.13	109065
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
441893997	Invoice	05/13/2021	EQUIPMENT RENTAL	0.00	3,483.96	
	100-1230-7075-6025	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		870.98	
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		435.50	
	100-1230-7075-6040	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		870.98	
	100-1230-7075-6041	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		435.50	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		435.50	
	750-7000-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		435.50	
442145827	Invoice	05/13/2021	EQUIPMENT RENTAL	0.00	600.17	
	100-1230-7075-6026	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		420.12	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		180.05	
1852	LEVERAGE INFORMATION SYSTEMS	05/14/2021	Regular	0.00	2,463.43	109066
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2130062	Invoice	05/13/2021	PROFESSIONAL SERVICES	0.00	2,463.43	
	100-6050-7068-5500	CONTRACT SVC - STEWAR	PROFESSIONAL SERVICES		2,463.43	
1901	MANNING & KASS, ELLROD, RAMIREZ	05/14/2021	Regular	0.00	2,281.00	109067
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
701311	Invoice	05/13/2021	LEGAL SERVICES	0.00	1,756.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		1,756.00	
701312	Invoice	05/13/2021	LEGAL SERVICES	0.00	525.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1300-7068-000B CONTRACTUAL SERVICES		LEGAL SERVICES		525.00	
1984	NAPA AUTO PARTS	05/14/2021	Regular	0.00	583.90	109068
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
151149	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	52.94	
	100-2030-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		52.94	
151253	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	69.30	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		69.30	
151330	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	305.44	
	100-2000-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		305.44	
151469	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	156.22	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		156.22	
2009	O'REILLY AUTO PARTS	05/14/2021	Regular	0.00	998.46	109069
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2678-344939	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	118.33	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		118.33	
2678-345252	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	77.97	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		77.97	
2678-345280	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	75.96	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		75.96	
2678-345516	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	109.53	
	100-2000-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		109.53	
2678-346596	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	365.35	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		365.35	
2678-346597	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	129.26	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		129.26	
2678-346624	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	34.16	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		34.16	
2678-346651	Credit Memo	05/13/2021	VEHICLE MAINTENANCE	0.00	-36.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-36.00	
2678-346653	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	123.90	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		123.90	
2039	PARKHOUSE TIRE, INC.	05/14/2021	Regular	0.00	567.45	109070
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2030200469	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	271.37	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		271.37	
2030200472	Invoice	05/13/2021	VEHICLE MAINTENANCE	0.00	296.08	
	100-2100-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		296.08	
2065	PITNEY BOWES INC-CTR	05/14/2021	Regular	0.00	151.66	109071
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1018008463	Invoice	05/13/2021	POSTAGE	0.00	151.66	
	100-2050-7025-0000	OFFICE SUPPLIES	POSTAGE		151.66	
2076	PRINTING & PROMOTION PLUS, INC.	05/14/2021	Regular	0.00	918.57	109072
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
79648	Invoice	05/13/2021	OFFICE SUPPLIES	0.00	918.57	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		918.57	
2083	PROFORMA	05/14/2021	Regular	0.00	191.90	109073

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payable Description / Account Name	Payment Date / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
B156001478A	Invoice	05/13/2021	OFFICE SUPPLIES			0.00	191.90	
	100-2050-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		191.90		
3652	PRUDENTIAL OVERALL SUPPLY			05/14/2021	Regular	0.00	250.56	109074
23151997	Invoice	05/13/2021	Uniform Rental and Cleaning			0.00	111.75	
	750-7100-7065-0000		UNIFORMS	Uniform Rental and Cleaning		13.41		
	750-7400-7065-0000		UNIFORMS	Uniform Rental and Cleaning		24.20		
	750-7600-7065-0000		UNIFORMS	Uniform Rental and Cleaning		23.95		
	750-7800-7065-0000		UNIFORMS	Uniform Rental and Cleaning		13.66		
	750-7900-7065-0000		UNIFORMS	Uniform Rental and Cleaning		18.52		
	750-8300-7068-0000		CONTRACTUAL SERVICES	UNIFORM RENTAL AND CLEANI		18.01		
23152020	Invoice	05/13/2021	Uniform Rental and Cleaning			0.00	54.65	
	750-7300-7065-0000		UNIFORMS	Uniform Rental and Cleaning		54.65		
23152028	Invoice	05/13/2021	Uniform Cleaning and Rental			0.00	84.16	
	100-6050-7065-0000		UNIFORMS	Uniform Cleaning and Rental		84.16		
2098	QUILL CORPORATON			05/14/2021	Regular	0.00	6.89	109075
1357849	Credit Memo	05/13/2021	OFFICE SUPPLIES			0.00	-195.02	
	100-1200-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		-195.02		
16280502	Invoice	05/13/2021	OFFICE SUPPLIES			0.00	195.02	
	100-1200-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		195.02		
16281826	Invoice	05/13/2021	OFFICE SUPPLIES			0.00	6.89	
	100-1200-7025-0000		OFFICE SUPPLIES	OFFICE SUPPLIES		6.89		
2218	RYAN BRIEDA			05/14/2021	Regular	0.00	150.00	109076
04/09/21-04/11/	Invoice	05/13/2021	REIMBURSEMENT FOR K9 EXPENSES			0.00	150.00	
	100-2080-7070-0000		SPECIAL DEPT SUPPLIES	REIMBURSEMENT FOR K9 EXPE		150.00		
3716	SCCI, INC			05/14/2021	Regular	0.00	250.00	109077
196840	Invoice	05/13/2021	EMPLOYEE TRAINING			0.00	250.00	
	700-4050-7066-0000		TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		250.00		
2026	SECURITY SIGNAL DEVICES, INC			05/14/2021	Regular	0.00	1,234.70	109078
R-00283591	Invoice	05/13/2021	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-00284978	Invoice	05/13/2021	SECURITY SERVICES			0.00	179.55	
	700-4050-7087-007A		SECURITY SERVICES	SECURITY SERVICES		179.55		
R-00285217	Invoice	05/13/2021	SECURITY SERVICES			0.00	58.25	
	100-6000-7087-6040		SECURITY - POLICE DEPT	SECURITY SERVICES		58.25		
R-00285634	Invoice	05/13/2021	SECURITY SERVICES			0.00	55.65	
	750-7000-7087-0000		SECURITY SERVICES	SECURITY SERVICES		55.65		
R-00286524	Invoice	05/13/2021	SECURITY SERVICES			0.00	163.50	
	700-4050-7087-005X		SECURITY SERVICES	SECURITY SERVICES		163.50		
R-00286811	Invoice	05/13/2021	SECURITY SERVICES			0.00	186.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6000-7087-6045 SECURITY - COMMUNITY		SECURITY SERVICES		186.50	
R-00286957	Invoice	05/13/2021 SECURITY SERVICES		0.00	138.00	
	700-4050-7087-005X SECURITY SERVICES		SECURITY SERVICES		138.00	
R-00287971	Invoice	05/13/2021 SECURITY SERVICES		0.00	61.50	
	750-7300-7087-0000 SECURITY SERVICES		SECURITY SERVICES		61.50	
R-00288007	Invoice	05/13/2021 SECURITY SERVICES		0.00	59.85	
	700-4050-7087-0000 SECURITY SERVICES		SECURITY SERVICES		59.85	
R-00289016	Invoice	05/13/2021 SECURITY SERVICES		0.00	113.25	
	100-6000-7087-6040 SECURITY - POLICE DEPT		SECURITY SERVICES		113.25	
2267	SGP DESIGN AND PRINT	05/14/2021	Regular	0.00	153.31	109079
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
012213	Invoice	05/13/2021 OFFICE SUPPLIES		0.00	153.31	
	100-1350-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES		19.93	
	100-3100-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES		81.25	
	750-7000-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES		52.13	
2281	SHRED-IT	05/14/2021	Regular	0.00	378.39	109080
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
8181913573	Invoice	05/13/2021 OFFICE SUPPLIES		0.00	378.39	
	100-1200-7068-0000 CONTRACTUAL SERVICES		OFFICE SUPPLIES		87.35	
	100-2000-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES		14.55	
	100-2050-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES		276.49	
2309	SOUTH COAST AQMD	05/14/2021	Regular	0.00	688.15	109081
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
3807780	Invoice	05/13/2021 HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-0000 LICENSE, PERMITS, FEES		HOT SPOTS PROGRAM FEE		137.63	
3811272	Invoice	05/13/2021 HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-007A LICENSE, PERMITS, FEES		HOT SPOTS PROGRAM FEE		137.63	
3811323	Invoice	05/13/2021 HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-06A1 LICENSE, PERMITS, FEES		HOT SPOTS PROGRAM FEE		137.63	
3811445	Invoice	05/13/2021 HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-019C LICENSE, PERMITS, FEES		HOT SPOTS PROGRAM FEE		137.63	
3811446	Invoice	05/13/2021 HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-019C LICENSE, PERMITS, FEES		HOT SPOTS PROGRAM FEE		137.63	
2405	THE COUNSELING TEAM	05/14/2021	Regular	0.00	525.00	109082
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
78854	Invoice	05/13/2021 PROFESSIONAL SERVICES		0.00	525.00	
	100-1240-7068-0000 CONTRACTUAL SERVICES		PROFESSIONAL SERVICES		525.00	
2407	THE GAS COMPANY	05/14/2021	Regular	0.00	226.79	109083
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
12604948096 05/	Invoice	05/13/2021 GAS UTILITY		0.00	226.79	
	700-4050-7010-0000 UTILITIES		GAS UTILITY		226.79	
2423	THE TRACTOR SUPPLY STORE	05/14/2021	Regular	0.00	821.46	109084
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
122154	Invoice	05/13/2021 K9 SUPPLIES		0.00	821.46	
	240-2080-7070-0000 SPEC DEPT SUPPLIES - K9		K9 SUPPLIES		821.46	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4267	THERESA MICHEL INVESTIGATIONS	05/14/2021	Regular	0.00	6,000.00	109085

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
11	Invoice	05/13/2021	HIRING COSTS	0.00	1,500.00
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	1,500.00	
12	Invoice	05/13/2021	HIRING COSTS	0.00	1,500.00
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	1,500.00	
13	Invoice	05/13/2021	HIRING COSTS	0.00	1,500.00
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	1,500.00	
14	Invoice	05/13/2021	HIRING COSTS	0.00	1,500.00
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	1,500.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2430	TIME WARNER CABLE	05/14/2021	Regular	0.00	2,842.22	109086

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
0241971042521	Invoice	05/13/2021	PHONE UTILITY	0.00	2,842.22
	100-1230-7015-6025	TELEPHONE (CITY HALL)	PHONE UTILITY	2,842.22	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2873	TPX COMMUNICATIONS	05/14/2021	Regular	0.00	469.83	109087

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
142422811-0	Invoice	05/13/2021	PHONE UTILITY	0.00	469.83
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	469.83	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2484	VERIZON	05/14/2021	Regular	0.00	7,746.67	109088

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
9878323643	Invoice	05/13/2021	PD AIRCARDS	0.00	3,504.40
	100-1230-7015-0000	TELEPHONE	PD AIRCARDS	3,504.40	
9878523668	Invoice	05/13/2021	PHONE UTILITY	0.00	4,038.82
	100-1230-7015-0000	TELEPHONE	PHONE UTILITY	3,354.48	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY	200.87	
	750-7000-7015-0000	TELEPHONE	PHONE UTILITY	483.47	
9878523670	Invoice	05/13/2021	IPADS - 1550	0.00	76.02
	100-1230-7015-0000	TELEPHONE	IPADS - 1550	76.02	
9878523671	Invoice	05/13/2021	IPADS - 3100	0.00	76.02
	100-1230-7015-0000	TELEPHONE	IPADS - 3100	76.02	
9878523672	Invoice	05/13/2021	IPADS - 1550/6050	0.00	51.41
	100-1230-7015-0000	TELEPHONE	IPADS - 1550/6050	51.41	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2490	VERIZON BUSINESS SERVICE	05/14/2021	Regular	0.00	1,601.79	109089

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
71809735	Invoice	05/13/2021	PHONE UTILITY	0.00	1,601.79
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	1,601.79	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2517	VOYAGER	05/14/2021	Regular	0.00	47,004.92	109090

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Payment Date / Discount Amount / Distribution Amount	Payment Type / Payable Amount	Payment Amount / Number
8690650032117	Invoice	05/13/2021	FUEL EXPENSE	0.00	47,004.92	
	100-2000-7050-0000	FUEL	FUEL EXPENSE		621.21	
	100-2030-7050-0000	FUEL	FUEL EXPENSE		97.81	
	100-2050-7050-0000	FUEL	FUEL EXPENSE		15,098.37	
	100-2100-7050-0000	FUEL	FUEL EXPENSE		59.25	
	100-2150-7050-0000	FUEL	FUEL EXPENSE		224.48	
	100-3100-7050-0000	FUEL	FUEL EXPENSE		453.26	
	100-3250-7050-0000	FUEL	FUEL EXPENSE		2,436.30	
	100-6050-7050-0000	FUEL	FUEL EXPENSE		6,384.72	
	700-4050-7050-0000	FUEL	FUEL EXPENSE		2,642.91	
	750-7100-7050-0000	FUEL	FUEL EXPENSE		774.17	
	750-7300-7050-0000	FUEL	FUEL EXPENSE		293.27	
	750-7400-7050-0000	FUEL	FUEL EXPENSE		8,169.23	
	750-7600-7050-0000	FUEL	FUEL EXPENSE		3,516.86	
	750-7800-7050-0000	FUEL	FUEL EXPENSE		2,137.86	
	750-7900-7050-0000	FUEL	FUEL EXPENSE		1,384.12	
	750-8300-7050-0000	FUEL	FUEL EXPENSE		2,711.10	
2629	WEST COAST TURF	05/14/2021	Regular	0.00	2,095.00	109091
INV939412	Invoice	05/13/2021	DEPT SUPPLIES	0.00	710.00	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	DEPT SUPPLIES		710.00	
INV939952	Invoice	05/13/2021	DEPT SUPPLIES	0.00	1,385.00	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	DEPT SUPPLIES		1,385.00	
3457	ZONAR SYSTEMS	05/14/2021	Regular	0.00	486.00	109092
SC011354	Invoice	05/13/2021	SOFTWARE	0.00	486.00	
	750-7100-7071-0000	SOFTWARE	SOFTWARE		54.00	
	750-7400-7071-0000	SOFTWARE	SOFTWARE		135.00	
	750-7600-7071-0000	SOFTWARE	SOFTWARE		81.00	
	750-7900-7071-0000	SOFTWARE	SOFTWARE		81.00	
	750-8000-7071-0000	SOFTWARE	SOFTWARE		27.00	
	750-8300-7071-0000	SOFTWARE	SOFTWARE		108.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	100	47	0.00	173,739.32
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	3	1	0.00	2,916.25
	103	**48**	**0.00**	**176,655.57**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	100	47	0.00	173,739.32
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	3	1	0.00	2,916.25
	103	**48**	**0.00**	**176,655.57**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2021	176,655.57
			176,655.57

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, May 20, 2021

Printed Checks	109098-109162	$	255,157.46	FY 20/21
ACH	433-434	$	981,360.39	
	A/P Total	$	1,236,517.85	

Bank Draft	CalPERS	$	47,304.01	742 Classic
		$	44,178.48	743 Classic
		$	19,411.55	27308 PEPRA
		$	12,339.95	25763 PEPRA

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 05/15/2021 - 05/20/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	05/20/2021	EFT	0.00	163,082.00	433
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
APRIL 2021	Invoice	05/19/2021	APRIL 2021 MSHCP FEES		0.00	163,082.00
	570-0000-2005-0000		DUE TO WRCRCA (MSHCP	APRIL 2021 MSHCP FEES	163,082.00	
3101	WRCOG	05/20/2021	EFT	0.00	818,278.39	434
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
APRIL 2021	Invoice	05/19/2021	APRIL 2021 TUMF FEES		0.00	818,278.39
	570-0000-2010-0000		DUE TO WRCOG (TUMF)	APRIL 2021 TUMF FEES	818,278.39	
4260	10-8 RETROFIT INC	05/20/2021	Regular	0.00	4,929.65	109098
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
17803	Invoice	05/20/2021	Outfitting of Emergency Equipment to Ch		0.00	4,541.75
	100-2050-8060-0000		VEHICLES	Outfitting of Emergency Equipm	4,541.75	
17817	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	387.90
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	387.90	
1006	AB LANDSCAPE	05/20/2021	Regular	0.00	16,764.00	109099
Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
2021 414-090-02	Invoice	05/19/2021	WEED ABATEMENT		0.00	107.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	107.00	
2021 414-090-02	Invoice	05/19/2021	WEED ABATEMENT		0.00	1,160.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	1,160.00	
2021 414-090-02	Invoice	05/19/2021	WEED ABATEMENT		0.00	320.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	320.00	
2021 414-120-00	Invoice	05/19/2021	WEED ABATEMENT		0.00	740.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	740.00	
2021 414-120-02	Invoice	05/19/2021	WEED ABATEMENT		0.00	1,580.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	1,580.00	
2021 414-120-02	Invoice	05/19/2021	WEED ABATEMENT		0.00	1,580.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	1,580.00	
2021 414-120-02	Invoice	05/19/2021	WEED ABATEMENT		0.00	107.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	107.00	
2021 414-120-03	Invoice	05/19/2021	WEED ABATEMENT		0.00	110.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	110.00	
2021 414-120-03	Invoice	05/19/2021	WEED ABATEMENT		0.00	845.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	845.00	
2021 414-120-03	Invoice	05/19/2021	WEED ABATEMENT		0.00	1,055.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	1,055.00	
2021 414-120-03	Invoice	05/19/2021	WEED ABATEMENT		0.00	5,255.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	5,255.00	
2021 414-120-03	Invoice	05/19/2021	WEED ABATEMENT		0.00	1,475.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	1,475.00	
2021 414-120-03	Invoice	05/19/2021	WEED ABATEMENT		0.00	635.00
	100-2030-7039-0000		CODE ENFORCEMENT	WEED ABATEMENT	635.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2021 414-120-04	Invoice	05/19/2021	WEED ABATEMENT	0.00	635.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		635.00	
2021 414-120-04	Invoice	05/19/2021	WEED ABATEMENT	0.00	1,160.00	
	100-2030-7039-0000	CODE ENFORCEMENT	WEED ABATEMENT		1,160.00	
1042	ALL PURPOSE RENTALS	05/20/2021	Regular	0.00	206.61	109100
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
44593	Invoice	05/20/2021	EQUIPMENT RENTALS - STREETS	0.00	206.61	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	EQUIPMENT RENTALS - STREETS		206.61	
1050	AMAZON CAPITAL SERVICES	05/20/2021	Regular	0.00	383.38	109101
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
14XT-F7FJ-QCJP	Invoice	05/19/2021	DEPT SUPPLIES	0.00	296.25	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		296.25	
1C6Q-TN14-CLJK	Invoice	05/19/2021	OFFICE SUPPLIES	0.00	87.13	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		4.36	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		82.77	
1053	AMERICAN FORENSIC NURSES	05/20/2021	Regular	0.00	454.27	109102
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
74476	Invoice	05/20/2021	American Forensic Nurses BloodDraw Ser	0.00	272.56	
	100-2050-7068-0000	CONTRACTUAL SERVICES	AMERICAN FORENSIC NURSES		272.56	
74540	Invoice	05/20/2021	American Forensic Nurses BloodDraw Ser	0.00	181.71	
	100-2050-7068-0000	CONTRACTUAL SERVICES	AMERICAN FORENSIC NURSES		181.71	
2618	AT&T MOBILITY	05/20/2021	Regular	0.00	885.28	109103
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
287302055450X0	Invoice	05/19/2021	PHONE UTILITY	0.00	885.28	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		885.28	
1100	AUTOZONE	05/20/2021	Regular	0.00	8.61	109104
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
2882693427	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	8.61	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		8.61	
1109	BANK OF HEMET	05/20/2021	Regular	0.00	3,726.94	109105
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
1280837350 06/0	Invoice	05/20/2021	BATWING LAWNMOWER FY 20/21	0.00	3,726.94	
	100-6050-8040-0000	EQUIPMENT	BATWING LAWNMOWER FY 20/		3,726.94	
1115	BARBARA SINATRA CHILDREN'S CENTER	05/20/2021	Regular	0.00	231.00	109106
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
2104B-1680	Invoice	05/19/2021	DEPT SUPPLIES	0.00	231.00	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		231.00	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	05/20/2021	Regular	0.00	133.84	109107
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
014195-000 05/1	Invoice	05/19/2021	WATER UTILITY	0.00	133.84	
	100-6000-7010-6055	UTILITIES - FIRE STATION	WATER UTILITY		133.84	
1127	BEAUMONT DO IT BEST HOME CENTER	05/20/2021	Regular	0.00	22.08	109108

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
500185	Invoice	05/20/2021	DEPARTMENT SUPPLIES - STREETS		0.00	10.66	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		10.66		
500202	Invoice	05/20/2021	DEPARTMENT SUPPLIES - STREETS		0.00	9.69	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		9.69		
500221	Invoice	05/20/2021	DEPARTMENT SUPPLIES - STREETS		0.00	1.73	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		1.73		
1140	BEAUMONT SAFE & LOCK		05/20/2021	Regular	0.00	96.00	109109
74704	Invoice	05/19/2021	BUILDING MAINTENANCE		0.00	96.00	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		96.00		
1149	BEHAVIORAL ANALYSIS TRAINING INSTITUTE		05/20/2021	Regular	0.00	481.00	109110
07/26/21-07/30/	Invoice	05/19/2021	INVESTIGATIVE INTERVIEW & INTERROGA		0.00	481.00	
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	INVESTIGATIVE INTERVIEW & IN		481.00		
1159	BIG TEX TRAILERS		05/20/2021	Regular	0.00	16.15	109111
PI254681	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	16.15	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		16.15		
2861	BROWNELLS, INC		05/20/2021	Regular	0.00	1,747.00	109112
20963756.00	Invoice	05/20/2021	10 Weapon Mounted Flashlights		0.00	1,747.00	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	10 Weapon Mounted Flashlights		1,747.00		
3931	CBT NUGGETS, LLC		05/20/2021	Regular	0.00	1,797.00	109113
2393816	Invoice	05/19/2021	SOFTWARE		0.00	1,797.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE		1,797.00		
1242	CED		05/20/2021	Regular	0.00	370.67	109114
0954-1002691	Invoice	05/20/2021	DEPARTMENT SUPPLIES - ELECTRICAL		0.00	14.01	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		14.01		
0954-1002714	Invoice	05/20/2021	DEPARTMENT SUPPLIES - ELECTRICAL		0.00	165.94	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		165.94		
0954-1002820	Invoice	05/20/2021	DEPARTMENT SUPPLIES - ELECTRICAL		0.00	190.72	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT		190.72		
1250	CHAMBERS GROUP, INC		05/20/2021	Regular	0.00	10,084.50	109115
34690	Invoice	05/20/2021	Peer Review of Legacy Highlands 07-ENV-		0.00	9,231.75	
	100-1350-7068-0000	CONTRACTUAL SERVICES	Peer Review of Legacy Highland		9,231.75		
34692	Invoice	05/20/2021	PP2020-0276 CUP2020-0046&47		0.00	852.75	
	100-1350-7068-0000	CONTRACTUAL SERVICES	PP2020-0276 CUP2020-0046&4		852.75		
1282	CINTAS CORPORATION #698		05/20/2021	Regular	0.00	254.54	109116

Check Report **Date Range: 05/15/20** **21**

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		
5061345208	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	254.54	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	254.54		
1287	CITY OF CALIMESA	05/20/2021	Regular	0.00	2,700.00	109117
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
APR 2021	Invoice	05/19/2021	CALIMESA PERMIT AGREEMENT FEES	0.00	2,700.00	
	100-0000-2230-0000	DEVELOPMENT FEE - DUE	CALIMESA PERMIT AGREEMENT	2,700.00		
4308	COUNTY OF RIVERSIDE INFORMATION TECHNC	05/20/2021	Regular	0.00	236.41	109118
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IT0000004757	Invoice	05/19/2021	PROFESSIONAL SERVICES	0.00	236.41	
	100-1230-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	236.41		
4318	D & M Traffic Services, Inc.	05/20/2021	Regular	0.00	746.71	109119
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
SB-00445	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	746.71	
	760-0000-8040-0000	EQUIPMENT	VEHICLE MAINTENANCE	746.71		
1402	DEPARTMENT OF JUSTICE	05/20/2021	Regular	0.00	330.00	109120
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
507109	Invoice	05/20/2021	Department of Justice - Livescan Fees	0.00	330.00	
	100-2050-7031-0000	LIVE SCAN-FINGERPRINTI	Department of Justice - Livescan	330.00		
1414	DIAMOND HILLS AUTO GROUP	05/20/2021	Regular	0.00	812.74	109121
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
25020402	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	812.74	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	812.74		
1435	DOOLEY ENTERPRISES,INC.	05/20/2021	Regular	0.00	1,067.80	109122
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
60258	Invoice	05/20/2021	9mm and 45 MM FMJ Ammunition	0.00	1,067.80	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	45 MM FMJ Ammunition	365.80		
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	9mm FMJ Ammunition	702.00		
1499	EVIDENT	05/20/2021	Regular	0.00	123.77	109123
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
179780A	Invoice	05/19/2021	DEPT SUPPLIES	0.00	57.41	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	57.41		
179780B	Invoice	05/19/2021	DEPT SUPPLIES	0.00	66.36	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	66.36		
1501	FAIRVIEW FORD	05/20/2021	Regular	0.00	1,170.45	109124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
790580	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	169.07	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	169.07		
793096	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	526.10	
	750-8300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	526.10		
794735	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	100.55	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	100.55		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
795549	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	75.95	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		75.95	
795851	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	261.77	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		261.77	
796050	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	37.01	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		37.01	
3748	FREEDERIC ANDY NICHOLS	05/20/2021	Regular	0.00	5,000.00	109125
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2021-9833056-01	Invoice	05/20/2021	Nichols Consulting Services for SB90	0.00	5,000.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	CONSULTING FOR SB90		5,000.00	
1533	FRONTIER COMMUNICATIONS	05/20/2021	Regular	0.00	2,786.94	109126
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
213-180-1992-06	Invoice	05/19/2021	PHONE UTILITY	0.00	285.80	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		285.80	
951-769-5188-04	Invoice	05/19/2021	PHONE UTILITY	0.00	393.69	
	100-1230-7015-6045	TELEPHONE (COMM CTR)	PHONE UTILITY		393.69	
951-769-6032-08	Invoice	05/19/2021	PHONE UTILITIES	0.00	70.07	
	100-1230-7015-5400	TELEPHONE - SPORTS PAR	PHONE UTILITIES		70.07	
951-769-8500-01	Invoice	05/19/2021	PHONE UTILITY	0.00	1,428.29	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,428.29	
951-769-8533-09	Invoice	05/19/2021	PHONE UTILITY	0.00	54.33	
	750-7300-7015-0000	TELEPHONE	PHONE UTILITY		54.33	
951-769-8534-04	Invoice	05/19/2021	PHONE UTILITY	0.00	433.46	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY		433.46	
951-845-9839-09	Invoice	05/19/2021	PHONE UTILITY	0.00	121.30	
	100-1230-7015-6041	TELEPHONE (PD ANNEX)	PHONE UTILITY		121.30	
3572	HECTOR ALVARADO	05/20/2021	Regular	0.00	1,670.00	109127
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1537	Invoice	05/20/2021	Bus Washing Service	0.00	1,670.00	
	750-7100-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service		100.00	
	750-7400-7068-0000	CONTRACTUAL EXPENSES	Bus Washing Service		520.00	
	750-7600-7068-0000	CONTRACTUAL SERVICES	Bus Washing Service		300.00	
	750-7900-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		250.00	
	750-8000-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		100.00	
	750-8300-7068-0000	CONTRACTUAL SERVICES	VEHICLE MAINTENANCE		400.00	
1657	IN GEAR TECHNOLOGY	05/20/2021	Regular	0.00	90.00	109128
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
42921	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	90.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		90.00	
1662	INFOSEND, INC	05/20/2021	Regular	0.00	1,828.00	109129
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
190512	Invoice	05/19/2021	PROFESSIONAL SERVICES	0.00	1,828.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		1,828.00	
4290	LISA WISE CONSULTING, INC	05/20/2021	Regular	0.00	21,011.25	109130

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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
			05/20/2021	Regular	0.00	21,011.25	
3890	Invoice	05/20/2021	Housing Element Update		0.00	21,011.25	
	215-0000-7068-0000		CONTRACTUAL SERVICES	Housing Element Update		16,008.95	
	215-0000-7068-0000		CONTRACTUAL SERVICES	Housing Element Update		5,002.30	
1901	MANNING & KASS, ELLROD, RAMIREZ		05/20/2021	Regular	0.00	3,037.50	109131
706922	Invoice	05/19/2021	LEGAL SERVICES		0.00	3,037.50	
	100-1300-7068-000B		CONTRACTUAL SERVICES	LEGAL SERVICES		3,037.50	
1984	NAPA AUTO PARTS		05/20/2021	Regular	0.00	2,043.92	109132
150675	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	7.52	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		7.52	
151792	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	18.30	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		18.30	
151809	Credit Memo	05/19/2021	VEHICLE MAINTENANCE		0.00	-155.16	
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		-155.16	
152017	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	23.68	
	100-6050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		23.68	
152069	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	346.52	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		346.52	
152115	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	64.10	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		64.10	
152128	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	261.81	
	750-7900-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		261.81	
152131	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	290.90	
	750-7900-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		290.90	
152132	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	188.54	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		188.54	
152216	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	17.22	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		17.22	
152271	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	39.31	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		39.31	
152279	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	36.61	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		36.61	
152404	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	193.54	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		193.54	
152405	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	204.69	
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		204.69	
152728	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	12.93	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		12.93	
152913	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	123.89	
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		123.89	
153019	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	154.06	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		154.06	
153034	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	26.92	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		26.92	
153068	Invoice	05/19/2021	VEHICLE MAINTENANCE		0.00	188.54	
	750-7800-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		188.54	
	Void		05/20/2021	Regular	0.00	0.00	109133

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2985	NATIONAL BUSINESS FURNITURE	05/20/2021	Regular	0.00	2,049.36	109134

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
MK561211	Invoice	05/19/2021	OFFICE FURNITURE	0.00	2,049.36
	100-1550-8050-0000	FURNITURE & FIXTURES	OFFICE FURNITURE	2,049.36	

4331	NTH GENERATION COMPUTING, INC.	05/20/2021	Regular	0.00	5,996.00	109135

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
38579H	Invoice	05/19/2021	RUBRIK HOSTED POLARIS FOR M365	0.00	5,996.00
	100-0000-7072-0000	COMPUTER SUPPLIES/MA	RUBRIK HOSTED POLARIS FOR	5,996.00	

2009	O'REILLY AUTO PARTS	05/20/2021	Regular	0.00	620.93	109136

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2678-345136	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	181.07
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	181.07	
2678-345323	Credit Memo	05/19/2021	VEHICLE MAINTENANCE	0.00	-18.00
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-18.00	
2678-347386	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	34.78
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	34.78	
2678-347390	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	71.42
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	71.42	
2678-347551	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	47.11
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	47.11	
2678-347728	Credit Memo	05/19/2021	VEHICLE MAINTENANCE	0.00	-18.00
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-18.00	
2678-348344	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	14.04
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	14.04	
2678-348526	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	159.43
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	159.43	
2678-348778	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	31.11
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	31.11	
2678-349284	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	40.86
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	40.86	
2678-349489	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	75.11
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	75.11	
2678-350296	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	2.00
	750-7800-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	2.00	

2022	ORRICK, HERRINGTON & SUTCLIFFE LLP	05/20/2021	Regular	0.00	26,767.54	109137

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1940471	Invoice	05/19/2021	LEGAL SERVICES	0.00	26,767.54
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	26,767.54	

2039	PARKHOUSE TIRE, INC.	05/20/2021	Regular	0.00	1,805.74	109138

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2030200470	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	645.45
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	645.45	
2030200590	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	470.33
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	470.33	
2030200616	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	170.92
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	170.92	
2030200618	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	461.66

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2030-7037-0000 VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			461.66	
2030200640	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	57.38	
	100-6050-7037-0000 VEHICLE MAINTENANCE	VEHICLE MAINTENANCE			57.38	
2050	PAYCHEX OF NEW YORK LLC	05/20/2021	Regular	0.00	1,400.00	109139
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
1243381 04/20/2	Invoice	05/19/2021	TIMECLOCK CHARGES	0.00	1,400.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		46.72	
	100-1240-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		700.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		140.00	
	750-7000-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		23.36	
	750-7100-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		11.68	
	750-7300-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		280.00	
	750-7400-7068-0000	CONTRACTUAL EXPENSES	TIMECLOCK MONTHLY FEE		46.40	
	750-7600-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		23.36	
	750-7700-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		23.36	
	750-7800-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		23.36	
	750-7900-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		23.36	
	750-8000-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		11.68	
	750-8100-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		35.04	
	750-8200-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE		11.68	
3642	PLACEWORKS, INC	05/20/2021	Regular	0.00	4,070.00	109140
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
75162	Invoice	05/20/2021	Jack Rabbit Trail SP	0.00	215.00	
	100-1350-7068-0000	CONTRACTUAL SERVICES	Jack Rabbit Trail SP		215.00	
75163	Invoice	05/20/2021	Potrero Logistics PP2020-0273	0.00	3,855.00	
	100-1350-7068-0000	CONTRACTUAL SERVICES	Potrero Logistics PP2020-0273		3,855.00	
3455	PRISTINE UNIFORMS, LLC	05/20/2021	Regular	0.00	3,103.20	109141
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
9955	Invoice	05/19/2021	EMPLOYEE UNIFORMS	0.00	1,050.92	
	100-2050-7065-0000	UNIFORMS	EMPLOYEE UNIFORMS		1,050.92	
9959	Invoice	05/19/2021	EMPLOYEE UNIFORMS	0.00	1,002.43	
	100-2050-7065-0000	UNIFORMS	EMPLOYEE UNIFORMS		1,002.43	
9960	Invoice	05/19/2021	EMPLOYEE UNIFORMS	0.00	1,049.85	
	100-2050-7065-0000	UNIFORMS	EMPLOYEE UNIFORMS		1,049.85	
3652	PRUDENTIAL OVERALL SUPPLY	05/20/2021	Regular	0.00	415.18	109142
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
23148876	Invoice	05/20/2021	Streets - Prudential Uniforms	0.00	65.24	
	100-3250-7065-0000	UNIFORMS	Streets Prudential Uniforms		65.24	
23152031	Invoice	05/20/2021	WW - Prudential Uniforms	0.00	89.43	
	700-4050-7065-0000	UNIFORMS	WW - UNIFORM MAINTENANCE		89.43	
23155515	Invoice	05/20/2021	Uniform Rental and Cleaning	0.00	121.70	
	750-7100-7065-0000	UNIFORMS	Uniform Rental and Cleaning		14.57	
	750-7400-7065-0000	UNIFORMS	Uniform Rental and Cleaning		25.36	
	750-7600-7065-0000	UNIFORMS	Uniform Rental and Cleaning		28.10	
	750-7800-7065-0000	UNIFORMS	Uniform Rental and Cleaning		14.82	
	750-7900-7065-0000	UNIFORMS	Uniform Rental and Cleaning		19.68	
	750-8300-7068-0000	CONTRACTUAL SERVICES	UNIFORM RENTAL AND CLEANI		19.17	
23155526	Invoice	05/20/2021	Uniform Rental and Cleaning	0.00	54.65	
	750-7300-7065-0000	UNIFORMS	Uniform Rental and Cleaning		54.65	
23155530	Invoice	05/20/2021	Uniform Cleaning and Rental	0.00	84.16	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7065-0000 UNIFORMS		Uniform Cleaning and Rental		84.16	
2098	QUILL CORPORATON	05/20/2021	Regular	0.00	352.69	109143
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
1370244	Credit Memo 05/19/2021 OFFICE SUPPLIES			0.00	-55.44	
	100-2050-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES	-55.44		
16446664	Invoice 05/19/2021 OFFICE SUPPLIES			0.00	130.08	
	100-1200-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES	130.08		
16478322	Invoice 05/19/2021 OFFICE SUPPLIES			0.00	32.98	
	100-1200-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES	32.98		
16480552	Invoice 05/19/2021 OFFICE SUPPLIES			0.00	189.63	
	700-4050-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES	189.63		
16519684	Invoice 05/19/2021 OFFICE SUPPLIES			0.00	55.44	
	100-2050-7025-0000 OFFICE SUPPLIES		OFFICE SUPPLIES	55.44		
3047	RALPH ANDERSEN & ASSOCIATES	05/20/2021	Regular	0.00	5,500.00	109144
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
INV-03143	Invoice 05/19/2021 COMPENSATION STUDY			0.00	5,500.00	
	100-1240-7068-0000 CONTRACTUAL SERVICES		COMPENSATION STUDY	5,500.00		
2104	RAMONA HUMANE SOCIETY INC	05/20/2021	Regular	0.00	3,349.66	109145
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
COB04302 04/30	Invoice 05/20/2021 Ramona Humane Society Sheltering Servi			0.00	3,349.66	
	100-2000-7068-0000 CONTRACTUAL SERVICES		Ramona Humane Society Shelte	3,349.66		
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	05/20/2021	Regular	0.00	29.00	109146
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
7946210	Invoice 05/19/2021 DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-0000 SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	7.25		
	100-6050-7070-017A SPEC DEPT EXP - IA 17A		DEPT SUPPLIES	7.25		
7946434	Invoice 05/19/2021 DEPT SUPPLIES			0.00	14.50	
	100-6050-7070-014X SPEC DEPT EXP - IA 14		DEPT SUPPLIES	14.50		
2623	RIVERSIDE UNIVERSITY HEALTH SYSTEM MEDIC	05/20/2021	Regular	0.00	2,000.00	109147
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
1124	Invoice 05/20/2021 SART Examinations			0.00	2,000.00	
	100-2050-7068-0000 CONTRACTUAL SERVICES		SART Examinations	2,000.00		
1113	RYAN M. WESTBROOK INC	05/20/2021	Regular	0.00	6.00	109148
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
743399	Invoice 05/19/2021 ANIMAL CARE SERVICES			0.00	6.00	
	100-2000-7068-0000 CONTRACTUAL SERVICES		ANIMAL CARE SERVICES	6.00		
2238	SAN GORGONIO MEMORIAL HOSPITAL	05/20/2021	Regular	0.00	2,492.40	109149
Payable #	Payable Type / Post Date / Payable Description			Discount Amount	Payable Amount	
	Account Number / Account Name / Item Description			Distribution Amount		
2026575	Invoice 05/19/2021 EMPLOYEE MEDICAL SERVICES			0.00	2,492.40	
	100-2050-6019-0000 FIRST AID		EMPLOYEE MEDICAL SERVICES	2,492.40		
3260	SITEONE LANDSCAPE SUPPLY, LLC	05/20/2021	Regular	0.00	304.10	109150

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Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Payment Date / Payment Type	Number
107888881-002	Invoice	05/19/2021	DEPT SUPPLIES	0.00	289.55		
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	289.55			
109036453-001	Invoice	05/19/2021	DEPT SUPPLIES	0.00	14.55		
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	14.55			
2311	SOUTHERN CALIFORNIA EDISON			0.00	97,988.38	05/20/2021 Regular	109151
05/20/21	Invoice	05/19/2021	ELECTRIC UTILITY	0.00	97,988.38		
	100-3250-7010-0000	UTILITIES	ELECTRIC UTILITY	16,959.93			
	100-3250-7010-003X	UTILITIES (IA 3)	ELECTRIC UTILITY	2,847.41			
	100-3250-7010-004X	UTILITIES (IA 4)	ELECTRIC UTILITY	26.66			
	100-3250-7010-006B	UTILITIES (IA 6B)	ELECTRIC UTILITY	2,859.61			
	100-3250-7010-007A	UTILITIES (IA 7A)	ELECTRIC UTILITY	147.68			
	100-3250-7010-007B	UTILITIES (IA 7B)	ELECTRIC UTILITY	29.26			
	100-3250-7010-007D	UTILITIES (IA 7D)	ELECTRIC UTILITY	103.40			
	100-3250-7010-008A	UTILITIES (IA 8A)	ELECTRIC UTILITY	1,135.44			
	100-3250-7010-008B	UTILITIES (IA 8B)	ELECTRIC UTILITY	95.59			
	100-3250-7010-008C	UTILITIES (IA 8C)	ELECTRIC UTILITY	778.37			
	100-3250-7010-008D	UTILITIES (IA 8D)	ELECTRIC UTILITY	22.16			
	100-3250-7010-010A	UTILITIES (IA 10)	ELECTRIC UTILITY	41.92			
	100-3250-7010-011A	UTILITIES (IA 11A)	ELECTRIC UTILITY	170.79			
	100-3250-7010-012A	UTILITIES (IA 12)	ELECTRIC UTILITY	89.01			
	100-3250-7010-014B	UTILITIES (IA 14B)	ELECTRIC UTILITY	43.84			
	100-3250-7010-014X	UTILITIES (IA 14)	ELECTRIC UTILITY	1,915.47			
	100-3250-7010-018X	UTILITIES (IA 18)	ELECTRIC UTILITY	105.03			
	100-3250-7010-019A	UTILITIES (IA 19A)	ELECTRIC UTILITY	203.44			
	100-3250-7010-019C	UTILITIES (IA 19C)	ELECTRIC UTILITY	3,448.41			
	100-3250-7010-06A1	UTILITIES (IA 6A1)	ELECTRIC UTILITY	1,195.63			
	100-6000-7010-6045	UTILITIES - COMMUNITY	ELECTRIC UTILITY	3,915.64			
	100-6000-7010-6055	UTILITIES - FIRE STATION	ELECTRIC UTILITY	503.14			
	100-6050-7010-0000	UTILITIES	ELECTRIC UTILITY	713.57			
	100-6050-7010-005X	UTILITIES IA 5	ELECTRIC UTILITY	5,032.23			
	100-6050-7010-007A	UTILITIES IA 7A	ELECTRIC UTILITY	15.68			
	100-6050-7010-020X	UTILITIES IA 20	ELECTRIC UTILITY	13.65			
	100-6050-7010-06A1	UTILITIES IA 6A1	ELECTRIC UTILITY	42.77			
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	ELECTRIC UTILITY	244.09			
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY	72.01			
	700-4050-7010-0000	UTILITIES	ELECTRIC UTILITY	55,216.55			
2405	THE COUNSELING TEAM			0.00	1,000.00	05/20/2021 Regular	109152
78991	Invoice	05/19/2021	EMPLOYEE SUPPORT SERVICES	0.00	1,000.00		
	100-1240-7068-0000	CONTRACTUAL SERVICES	EMPLOYEE SUPPORT SERVICES	1,000.00			
2407	THE GAS COMPANY			0.00	1,338.08	05/20/2021 Regular	109153
03822937417 05/	Invoice	05/19/2021	GAS UTILITY	0.00	39.21		
	100-6000-7010-6041	UTILITIES - POLICE ANNEX	GAS UTILITY	39.21			
05789544425 05/	Invoice	05/19/2021	GAS UTILITY	0.00	584.29		
	100-6000-7010-6045	UTILITIES - COMMUNITY	GAS UTILITY	584.29			
09712228007 06/	Invoice	05/19/2021	GAS UTILITY	0.00	461.06		
	100-6000-7010-6025	UTILITIES - CITY HALL	GAS UTILITY	461.06			
10552227000 06/	Invoice	05/19/2021	GAS UTILITY	0.00	25.75		
	100-6000-7010-6040	UTILITIES - POLICE DEPT	GAS UTILITY	25.75			

Check Report **Date Range: 05/15/20 - 2021**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
10552230004 05/	Invoice	05/19/2021	GAS UTILITY	0.00	51.45	
	750-7300-7010-0000	UTILITIES	GAS UTILITY	51.45		
13912227587 06/	Invoice	05/19/2021	GAS UTILITY	0.00	53.05	
	100-6000-7010-6026	UTILITIES - CITY HALL BLD	GAS UTILITY	53.05		
15382227021 06/	Invoice	05/19/2021	GAS UTILITY	0.00	58.92	
	750-7000-7010-0000	UTILITIES	GAS UTILITY	58.92		
19782338008 06/	Invoice	05/19/2021	GAS UTILITY	0.00	64.35	
	100-6000-7010-6055	UTILITIES - FIRE STATION	GAS UTILITY	64.35		
4293	THE RETAIL COACH, LLC	05/20/2021	Regular	0.00	3,750.00	109154
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3635	Invoice	05/20/2021	Retail Market Analysis	0.00	3,750.00	
	100-1200-7068-0000	CONTRACTUAL SERVICES	Retail Market Analysis	3,750.00		
4267	THERESA MICHEL INVESTIGATIONS	05/20/2021	Regular	0.00	1,725.00	109155
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
15	Invoice	05/19/2021	HIRING COSTS	0.00	1,500.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	1,500.00		
16	Invoice	05/19/2021	HIRING COSTS	0.00	225.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	225.00		
2435	TLMA ADMINISTRATION COUNTY OF RIV	05/20/2021	Regular	0.00	343.09	109156
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
TL0000015787	Invoice	05/20/2021	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	343.09	
	100-3250-7068-0000	CONTRACTUAL SERVICES	SHARED TRAFFIC SIGNALS WITH	343.09		
2457	TYLER WORKS - TECHNOLOGIES	05/20/2021	Regular	0.00	175.00	109157
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
025-332105	Invoice	05/19/2021	SOFTWARE	0.00	125.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE	125.00		
025-332318	Invoice	05/19/2021	MONTHLY FEE FOR SUPPORT	0.00	50.00	
	100-1230-7071-0000	SOFTWARE	MONTHLY FEE FOR SUPPORT	50.00		
4200	VEOLIA NORTH AMERICA, INC	05/20/2021	Regular	0.00	89.62	109158
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
MD52750	Invoice	05/19/2021	DEPT SUPPLIES	0.00	89.62	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	89.62		
2516	VOHNE LICHE KENNELS INC	05/20/2021	Regular	0.00	125.00	109159
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
17266	Invoice	05/19/2021	K9 TRAINING	0.00	125.00	
	100-2080-7066-0000	TRAVEL, EDUCATION, TRA	K9 TRAINING	125.00		
2518	VULCAN MATERIALS	05/20/2021	Regular	0.00	123.73	109160
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
72923240	Invoice	05/20/2021	ASPHALT	0.00	123.73	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	ASPHALT	123.73		
2536	WELDORS SUPPLY AND STEEL CO	05/20/2021	Regular	0.00	27.75	109161

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		
21789	Invoice	05/19/2021	VEHICLE MAINTENANCE	0.00	27.75	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	27.75		
3600	ZOHO CORPORATION	05/20/2021	Regular	0.00	962.00	109162
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
67047451	Invoice	05/19/2021	SOFTWARE	0.00	962.00	
	100-1230-7071-0000	SOFTWARE	SOFTWARE	962.00		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	64	0.00	255,157.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	981,360.39
	155	**67**	**0.00**	**1,236,517.85**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	153	64	0.00	255,157.46
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	2	2	0.00	981,360.39
	155	**67**	**0.00**	**1,236,517.85**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2021	1,236,517.85
			1,236,517.85

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, May 27, 2021

Printed Checks	109163	$	2,364.36	Utility Refund
	109164-109221	$	983,286.25	FY 20/21
ACH	435-438	$	137,703.80	
	A/P Total	$	1,120,990.05	

Bank Draft	MG Trust	$	24,078.31	457 Paydate 05/07/21
		$	5,130.81	401a Paydate 05/07/21
		$	865.80	FICA Paydate 05/07/21
		$	25,061.36	457 Paydate 05/21/21
		$	4,740.37	401a Paydate 05/21/21
		$	554.77	FICA Paydate 05/21/21
	Kaiser Foundation	$	178.00	Paydate 05/21/21

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2020 - JUNE 30, 2021

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

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SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

City of Beaumont, CA

Check Report

By Check Number

Date Range: 05/21/2021 - 05/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
3229	ICMA - RC	05/26/2021	EFT	0.00	15,422.44	435
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 05/07/21-05/	Invoice	05/26/2021	EMPLOYEE CONTRIBUTIONS	0.00	15,422.44	
	100-0000-2075-0000	DEFERRED COMPENSATI	EMPLOYEE CONTRIBUTIONS	13,622.44		
	100-1200-6026-0000	DEFERRED COMP	EMPLOYEE DUES	1,800.00		
2264	SEIU	05/26/2021	EFT	0.00	4,523.85	436
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 05/07/21-05/	Invoice	05/26/2021	UNION DUES	0.00	4,523.85	
	100-0000-2061-0000	P.E.R.C. DUES & INS	UNION DUES	4,523.85		
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	05/26/2021	EFT	0.00	98,791.50	437
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
63703	Invoice	05/26/2021	LEGAL SERVICES	0.00	192.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	192.50		
63706	Invoice	05/26/2021	LEGAL SERVICES	0.00	2,045.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	2,045.50		
63707	Invoice	05/26/2021	LEGAL SERVICES	0.00	1,677.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	1,677.50		
63709	Invoice	05/26/2021	LEGAL SERVICES	0.00	55.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	55.00		
63711	Invoice	05/26/2021	LEGAL SERVICES	0.00	2,805.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	WEKA	2,805.00		
63713	Invoice	05/26/2021	LEGAL SERVICES	0.00	119.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	119.50		
63714	Invoice	05/26/2021	LEGAL SERVICES	0.00	8,293.30	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	8,293.30		
63715	Invoice	05/26/2021	LEGAL SERVICES	0.00	13,183.60	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	13,183.60		
63716	Invoice	05/26/2021	LEGAL SERVICES	0.00	7,518.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	7,518.00		
63717	Invoice	05/26/2021	LEGAL SERVICES	0.00	1,840.30	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	1,840.30		
63718	Invoice	05/26/2021	LEGAL SERVICES	0.00	35,415.10	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	35,415.10		
63719	Invoice	05/26/2021	LEGAL SERVICES	0.00	1,913.50	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	1,913.50		
63770	Invoice	05/26/2021	LEGAL SERVICES	0.00	5,778.70	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	5,778.70		
63773	Invoice	05/26/2021	LEGAL SERVICES	0.00	17,954.00	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES	17,954.00		
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	05/26/2021	EFT	0.00	18,966.01	438

Check Report **Date Range: 05/21/20** 021

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
64208	Invoice	05/26/2021	LEGAL SERVICES		0.00	18,966.01	
	100-1300-7068-000B	CONTRACTUAL SERVICES	LEGAL SERVICES		18,966.01		
3849	AKEL ENGINEERING GROUP, INC		05/26/2021	Regular	0.00	9,784.00	109164
19553-16	Invoice	05/26/2021	Development of Wastewater Master Plan		0.00	9,784.00	
	710-0000-7068-0000	CONTRACTUAL SERVICE	Wastewater Master Plan		9,784.00		
1050	AMAZON CAPITAL SERVICES		05/26/2021	Regular	0.00	2,261.78	109165
194P-XNTT-TND9	Invoice	05/26/2021	DEPT SUPPLIES		0.00	214.04	
	100-2150-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		214.04		
1CLJ-X64X-XJCC	Invoice	05/26/2021	OFFICE SUPPLIES		0.00	394.21	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		19.71		
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		374.50		
1H6C-YGJP-GWV	Invoice	05/26/2021	EQUIPMENT MAINTENANCE		0.00	1,214.83	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	EQUIPMENT MAINTENANCE		1,214.83		
1JX9-WRW3-Y4LX	Invoice	05/26/2021	COMPUTER SUPPLIES		0.00	43.04	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		43.04		
1K94-MFKF-V9RN	Invoice	05/26/2021	EQUIPMENT MAINTENANCE		0.00	91.52	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	EQUIPMENT MAINTENANCE		91.52		
1MKF-PL9R-WR4	Invoice	05/26/2021	OFFICE SUPPLIES		0.00	107.76	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		107.76		
1QTC-FCNR-YFJC	Invoice	05/26/2021	OFFICE SUPPLIES		0.00	127.43	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		6.37		
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		121.06		
1W47-HGCM-FW	Invoice	05/26/2021	COMPUTER SUPPLIES		0.00	68.95	
	100-1230-7072-0000	COMPUTER SUPPLIES/MA	COMPUTER SUPPLIES		68.95		
1100	AUTOZONE		05/26/2021	Regular	0.00	75.40	109166
2882675786	Invoice	05/26/2021	VEHICLE MAINTENANCE		0.00	50.63	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		50.63		
2882693703	Invoice	05/26/2021	VEHICLE MAINTENANCE		0.00	24.77	
	100-2030-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		24.77		
1005	A-Z BUS SALES,INC.		05/26/2021	Regular	0.00	102.02	109167
01P705371	Invoice	05/26/2021	VEHICLE MAINTENANCE		0.00	102.02	
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		102.02		
1147	BEAUMONT CHERRY VALLEY WATER DIST.		05/26/2021	Regular	0.00	3,167.12	109168
05/18/21	Invoice	05/18/2021	WATER UTILITY		0.00	3,167.12	
	100-6000-7010-6025	UTILITIES - CITY HALL	WATER UTILITY		1,962.74		
	100-6000-7010-6031	UTILITIES - CITY HALL BLD	WATER UTILITY		110.41		
	100-6000-7010-6032	UTILITIES - CITY HALL BLD	WATER UTILITY		441.24		
	100-6000-7010-6040	UTILITIES - POLICE DEPT	WATER UTILITY		393.22		
	100-6000-7010-6041	UTILITIES - POLICE ANNEX	WATER UTILITY		194.16		
	100-6050-7010-5250	UTILITIES, PARK (RANGEL)	WATER UTILITY		65.35		

Check Report **Date Range: 05/21/20 - 05/26/2021**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1127	BEAUMONT DO IT BEST HOME CENTER	05/26/2021	Regular	0.00	27.14	109169
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
501004	Invoice	05/26/2021	DEPT SUPPLIES	0.00	27.14	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	27.14		
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	05/26/2021	Regular	0.00	6,820.00	109170
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
PD 05/07/21-05/	Invoice	05/25/2021	POLICE DUES	0.00	6,820.00	
	100-0000-2035-0000	C.O.P.S. DUES	POLICE DUES	6,820.00		
1161	BIO-TOX LABORATORIES	05/26/2021	Regular	0.00	465.00	109171
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
41135	Invoice	05/26/2021	PROFESSIONAL SERVICES	0.00	306.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	306.00		
41245	Invoice	05/26/2021	PROFESSIONAL SERVICES	0.00	159.00	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	159.00		
4360	BLECKERT'S POWER SERVICES	05/26/2021	Regular	0.00	7,151.04	109172
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1033	Invoice	05/26/2021	PROFESSIONAL SERVICES	0.00	4,051.04	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	4,051.04		
1034	Invoice	05/26/2021	PROFESSIONAL SERVICES	0.00	3,100.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	3,100.00		
3721	BULLETPROOF IT, LLC	05/26/2021	Regular	0.00	7,322.00	109173
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
05182021-4	Invoice	05/26/2021	Purchase of Helmets and Visors	0.00	7,322.00	
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	High cut ballistic helmet w/acce	5,250.00		
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	Gen 2 anti riot visor w/detach b	2,072.00		
1196	CALIFORNIA BUILDING OFFICIALS	05/26/2021	Regular	0.00	390.00	109174
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
14219	Invoice	05/26/2021	EMPLOYEE TRAINING	0.00	260.00	
	100-2150-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	260.00		
14246	Invoice	05/26/2021	EMPLOYEE TRAINING	0.00	130.00	
	100-2150-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	130.00		
3780	CDCE INCORPORATED	05/26/2021	Regular	0.00	782.25	109175
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
138554	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	782.25	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	782.25		
1310	COLONIAL LIFE	05/26/2021	Regular	0.00	578.92	109176
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
CD 05/07/21-05/	Invoice	05/26/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	578.92	
	100-0000-2051-0000	COLONIAL INS-WITHHOL	OPTIONAL EMPLOYEE INSURAN	578.92		
3673	COMPLETE PAPERLESS SOLUTIONS, LLC	05/26/2021	Regular	0.00	8,600.00	109177

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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**	
	3304	Invoice	05/26/2021	SOFTWARE		0.00	8,600.00	
		100-1230-7071-0000		SOFTWARE	SOFTWARE		8,600.00	
4116	COZAD & FOX, INC			05/26/2021	Regular	0.00	13,684.50	109178
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	17802	Invoice	05/26/2021	2nd Street Professional Engineering Servi		0.00	13,684.50	
		500-0000-8990-0000		CAPITAL OUTLAY	2nd Street Professional Enginee		13,684.50	
1340	CPS HR CONSULTING			05/26/2021	Regular	0.00	777.70	109179
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	SOP52921	Invoice	05/26/2021	HIRING COSTS		0.00	403.70	
		100-1240-6050-0000		RECRUITMENT AND HIRI	HIRING COSTS		403.70	
	SOP52923	Invoice	05/26/2021	HIRING COSTS		0.00	374.00	
		100-1240-6050-0000		RECRUITMENT AND HIRI	HIRING COSTS		374.00	
1344	CREATIVE BUS SALES, INC			05/26/2021	Regular	0.00	2,729.01	109180
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	5214281	Invoice	05/26/2021	VEHICLE MAINTENANCE		0.00	1,807.74	
		750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1,807.74	
	5216483	Invoice	05/26/2021	VEHICLE MAINTENANCE		0.00	921.27	
		750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		921.27	
1402	DEPARTMENT OF JUSTICE			05/26/2021	Regular	0.00	280.00	109181
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	511436	Invoice	05/26/2021	PROFESSIONAL SERVICES		0.00	210.00	
		100-2050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		210.00	
	512129	Invoice	05/26/2021	PROFESSIONAL SERVICES		0.00	70.00	
		100-2050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVCES		70.00	
1424	DIRECTV			05/26/2021	Regular	0.00	311.23	109182
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	051885754X2105	Invoice	05/26/2021	BUILDING UTILITY		0.00	195.24	
		100-6000-7010-6045		UTILITIES - COMMUNITY	BUILDING UTILITY		195.24	
	080503076X2105	Invoice	05/26/2021	BUILDING UTILITY		0.00	115.99	
		100-6000-7010-6040		UTILITIES - POLICE DEPT	BUILDING UTILITY		115.99	
1445	DUDEK			05/26/2021	Regular	0.00	8,635.00	109183
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	202102818	Invoice	05/26/2021	GROUNDWATER AND SURFACE WATER M		0.00	8,635.00	
		700-4050-7068-0000		CONTRACTUAL SERVICES	GROUNDWATER AND SURFACE		8,635.00	
3513	ERNEST ELMER, INC			05/26/2021	Regular	0.00	2,345.59	109184
	Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
		Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
	50942895	Invoice	05/26/2021	PROFESSIONAL SERVICES		0.00	2,345.59	
		760-0000-8045-0000		TRANSIT YARD IMPROVE	PROFESSIONAL SERVICES		2,345.59	
1501	FAIRVIEW FORD			05/26/2021	Regular	0.00	6,141.42	109185

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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		
798209	Invoice	05/26/2021	Engine for bus # 2825	0.00	6,141.42	
	750-7600-7037-0000	VEHICLE MAINTENANCE	Engine for bus # 2825	6,141.42		
1533	FRONTIER COMMUNICATIONS	05/26/2021	Regular	0.00	1,487.31	109186
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
951-197-0708-12	Invoice	05/26/2021	PHONE UTILITY	0.00	1,190.00	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY	1,190.00		
951-769-8537-03	Invoice	05/26/2021	PHONE UTILITY	0.00	110.17	
	100-1230-7015-6060	TELEPHONE (4th ST YARD	PHONE UTILITY	110.17		
951-922-6646-04	Invoice	05/26/2021	PHONE UTILITY	0.00	187.14	
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY	187.14		
4378	GEORGE HILLS COMPANY, INC	05/26/2021	Regular	0.00	870.80	109187
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV2021220	Invoice	05/26/2021	PROFESSIONAL SERVICES - FEE RECOVERY	0.00	870.80	
	100-1240-7081-0000	CLAIM COSTS	PROFESSIONAL SERVICES - FEE R	870.80		
1583	GRAFIX SYSTEMS	05/26/2021	Regular	0.00	719.23	109188
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
29040	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	719.23	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	719.23		
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	05/26/2021	Regular	0.00	175.00	109189
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6990	Invoice	05/26/2021	HIRING COSTS	0.00	175.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	175.00		
1624	HIGH TECH IRRIGATION,INC.	05/26/2021	Regular	0.00	10,351.74	109190
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
200159	Invoice	05/26/2021	Surf Supreme Fertilizer - all parks and par	0.00	9,455.28	
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	Surf Supreme Fertilizer - all park	8,890.24		
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	SURF SUPREME FERTILIZER - ALL	565.04		
673062	Invoice	05/26/2021	DEPT SUPPLIES	0.00	896.46	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	896.46		
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	05/26/2021	Regular	0.00	506.92	109191
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
33750	Invoice	05/26/2021	Huntington Transcription Servcies for FY 2	0.00	506.92	
	100-2050-7068-0000	CONTRACTUAL SERVICES	Huntington Transcription Servci	506.92		
1679	INTERWEST CONSULTING GRP, INC.	05/26/2021	Regular	0.00	833.33	109192
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
69199	Invoice	05/26/2021	SOFTWARE	0.00	833.33	
	100-1230-7071-0000	SOFTWARE	SOFTWARE	833.33		
2527	JESUS CAMACHO	05/26/2021	Regular	0.00	30.00	109193
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
577161	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	30.00	
	100-2150-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	30.00		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3036	KIMLEY-HORN AND ASSOCIATES, INC	05/26/2021	Regular	0.00	15,544.50	109194
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
194018002-0321	Invoice	05/26/2021	PENNSYLVANIA AVE WIDENING	0.00	15,544.50	
	500-0000-7068-0000	CONTRACTUAL SERVICE	CAPITAL COSTS	15,544.50		
1857	LIEBERT CASSIDY WHITMORE	05/26/2021	Regular	0.00	2,584.00	109195
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1519008	Invoice	05/26/2021	SEIU NEGOTIATIONS	0.00	2,584.00	
	100-1300-7068-000A	CONTRACTUAL SERVICES	SEIU NEGOTIATIONS	2,584.00		
4290	LISA WISE CONSULTING, INC	05/26/2021	Regular	0.00	12,063.75	109196
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3922	Invoice	05/26/2021	Housing Element Update	0.00	12,063.75	
	215-0000-7068-0000	CONTRACTUAL SERVICES	Housing Element Update	2,872.10		
	215-0000-7068-0000	CONTRACTUAL SERVICES	Housing Element Update	9,191.65		
1926	MATICH CORPORATION	05/26/2021	Regular	0.00	725,885.56	109197
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
032120049	Invoice	05/26/2021	2020 MID YEAR STREET ENHANCEMENT P	0.00	725,885.56	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	2020 MID YEAR STREET ENHAN	725,885.56		
1984	NAPA AUTO PARTS	05/26/2021	Regular	0.00	293.56	109198
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
153024	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	99.12	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	99.12		
153128	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	26.92	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	26.92		
153424	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	17.22	
	750-7900-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	17.22		
153579	Invoice	05/26/2021	EQUIPMENT MAINTENANCE	0.00	17.74	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	17.74		
153692	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	39.52	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	39.52		
153703	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	25.31	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	25.31		
153719	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	51.59	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	51.59		
153751	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	16.14	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	16.14		
4180	NOELGOETZ	05/26/2021	Regular	0.00	125.00	109199
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
004 BMNT 05/19	Invoice	05/26/2021	PROFESSIONAL SERVICES	0.00	125.00	
	100-6050-7068-008a	CONTRACT SVC - IA 8A	PROFESSIONAL SERVICES	125.00		
2009	O'REILLY AUTO PARTS	05/26/2021	Regular	0.00	316.40	109200
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2678-348232	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	27.17	
	100-3250-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	27.17		
2678-349030	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	16.45	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	16.45		

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2678-350137	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	61.71	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		61.71	
2678-350561	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	79.92	
	100-2150-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		79.92	
2678-351951	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	94.66	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		94.66	
2678-351956	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	36.49	
	750-7400-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		36.49	

2050	PAYCHEX OF NEW YORK LLC	05/26/2021	Regular	0.00	700.00	109201
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1345521	Invoice	05/26/2021	TIMECLOCK CHARGES	0.00	700.00	
	100-1240-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	23.36		
	100-1240-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	350.00		
	700-4050-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	70.00		
	750-7000-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	11.68		
	750-7100-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	5.84		
	750-7300-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	140.00		
	750-7400-7068-0000	CONTRACTUAL EXPENSES	TIMECLOCK MONTHLY FEE	23.20		
	750-7600-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	11.68		
	750-7700-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	11.68		
	750-7800-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	11.68		
	750-7900-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	11.68		
	750-8000-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	5.84		
	750-8100-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	17.52		
	750-8200-7068-0000	CONTRACTUAL SERVICES	TIMECLOCK MONTHLY FEE	5.84		

3642	PLACEWORKS, INC	05/26/2021	Regular	0.00	215.00	109202
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
74374	Invoice	05/26/2021	Potrero Logistics PP2020-0273	0.00	107.50	
	100-1350-7068-0000	CONTRACTUAL SERVICES	Potrero Logistics PP2020-0273	107.50		
74735	Invoice	05/26/2021	Potrero Logistics PP2020-0273	0.00	107.50	
	100-1350-7068-0000	CONTRACTUAL SERVICES	Potrero Logistics PP2020-0273	107.50		

2072	POLYDYNE, INC.	05/26/2021	Regular	0.00	2,872.79	109203
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
1543145	Invoice	05/26/2021	CHEMICALS & SUPPLIES	0.00	2,872.79	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	CHEMICALS & SUPPLIES	2,872.79		

2074	PRE-PAID LEGAL SERVICES INC	05/26/2021	Regular	0.00	559.03	109204
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
PD 04/23/21-05/	Invoice	05/26/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	559.03	
	100-0000-2045-0000	PRE PAID LEGAL	OPTIONAL EMPLOYEE INSURAN	559.03		

3652	PRUDENTIAL OVERALL SUPPLY	05/26/2021	Regular	0.00	89.43	109205
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
23155531	Invoice	05/26/2021	WW - Prudential Uniforms	0.00	89.43	
	700-4050-7065-0000	UNIFORMS	WW - UNIFORM MAINTENANCE	89.43		

2098	QUILL CORPORATON	05/26/2021	Regular	0.00	102.24	109206

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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		
16585723	Invoice	05/26/2021	OFFICE SUPPLIES	0.00	102.24	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	28.63		
	100-3100-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	73.61		
3120	RALPH A ALLEN	05/26/2021	Regular	0.00	1,580.00	109207
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2879	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	640.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	640.00		
2892	Invoice	05/26/2021	VEHICLE MAINTENANCE	0.00	940.00	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	940.00		
4199	ROGERS, ANDERSON, MALODY & SCOTT, LLP	05/26/2021	Regular	0.00	7,490.00	109208
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
65688	Invoice	05/26/2021	PROFESSIONAL SERVICES	0.00	7,490.00	
	100-1225-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	7,490.00		
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	05/26/2021	Regular	0.00	39,437.27	109209
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3635	Invoice	05/26/2021	IEBL DISCHARGE FEES JAN 2021	0.00	20,969.80	
	700-4050-7089-0000	BRINE LINE MAINTENANC	IEBL DISCHARGE FEES JAN 2021	20,969.80		
3642	Invoice	05/26/2021	IEBL DISCHARGE FEES FEB 2021	0.00	18,467.47	
	700-4050-7089-0000	BRINE LINE MAINTENANC	IEBL DISCHARGE FEES FEB 2021	18,467.47		
2026	SECURITY SIGNAL DEVICES, INC	05/26/2021	Regular	0.00	169.00	109210
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
S-01046903	Invoice	05/26/2021	SECURITY SERVICES	0.00	169.00	
	100-6000-7087-6045	SECURITY - COMMUNITY	SECURITY SERVICES	169.00		
3260	SITEONE LANDSCAPE SUPPLY, LLC	05/26/2021	Regular	0.00	1,660.60	109211
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
109135202-001	Invoice	05/26/2021	SiteOne PO not to exceed $40,000.	0.00	215.95	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	SiteOne PO not to exceed $40,0	215.95		
109253151-001	Invoice	05/26/2021	SiteOne PO not to exceed $40,000.	0.00	1,444.65	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	INVOICES PAID W/O PO	-8,489.89		
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	SiteOne PO not to exceed $40,0	9,934.54		
3498	SKM ENGINERRING LLC	05/26/2021	Regular	0.00	3,130.50	109212
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20890R	Invoice	05/26/2021	Professional Engineering Services for PLC	0.00	890.50	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	Professional Engineering Service	890.50		
21020	Invoice	05/26/2021	Professional Engineering Services for PLC	0.00	2,240.00	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	Professional Engineering Service	2,240.00		
3031	SMARTHIRE	05/26/2021	Regular	0.00	97.50	109213
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
50724	Invoice	05/26/2021	HIRING COSTS	0.00	97.50	
	100-1240-6050-0000	RECRUITMENT AND HIRI	HIRING COSTS	97.50		
2309	SOUTH COAST AQMD	05/26/2021	Regular	0.00	550.52	109214

Check Report **Date Range: 05/21/202 021**

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Payment Date / Discount Amount / Distribution Amount	Payment Type / Payment Amount / Payable Amount	Number
3810941	Invoice	05/26/2021	HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-003X		LICENSE, PERMITS, FEES	HOT SPOTS PROGRAM FEE	137.63		
3810942	Invoice	05/26/2021	HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-0000		LICENSE, PERMITS, FEES	HOT SPOTS PROGRAM FEE	137.63		
3811180	Invoice	05/26/2021	HOT SPOTS PROGRAM FEE		0.00	137.63	
	700-4050-7022-002X		LICENSE, PERMITS, FEES	HOT SPOTS PROGRAM FEE	137.63		
3815089	Invoice	05/26/2021	HOT SPOTS PROGRAM FEE		0.00	137.63	
	100-6000-7022-6040		LICENSE, PERMITS, FEES -	HOT SPOTS PROGRAM FEE	137.63		
2311	SOUTHERN CALIFORNIA EDISON		05/26/2021	Regular	0.00	61,682.73	109215
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
05/27/21	Invoice	05/26/2021	ELECTRIC UTILITY		0.00	61,682.73	
	100-3250-7010-0000		UTILITIES	ELECTRIC UTILITY	297.53		
	100-3250-7010-008A		UTILITIES (IA 8A)	ELECTRIC UTILITY	28.82		
	100-3250-7010-014A		UTILITIES (IA 14A)	ELECTRIC UTILITY	172.66		
	100-3250-7010-018X		UTILITIES (IA 18)	ELECTRIC UTILITY	64.14		
	100-3250-7010-06A1		UTILITIES (IA 6A1)	ELECTRIC UTILITY	93.16		
	100-6000-7010-6025		UTILITIES - CITY HALL	ELECTRIC UTILITY	1,695.75		
	100-6000-7010-6031		UTILITIES - CITY HALL BLD	ELECTRIC UTILITY	954.50		
	100-6000-7010-6032		UTILITIES - CITY HALL BLD	ELECTRIC UTILITY	954.50		
	100-6000-7010-6040		UTILITIES - POLICE DEPT	ELECTRIC UTILITY	2,759.30		
	100-6000-7010-6041		UTILITIES - POLICE ANNEX	ELECTRIC UTILITY	470.21		
	100-6000-7010-6055		UTILITIES - FIRE STATION	ELECTRIC UTILITY	489.32		
	100-6050-7010-0000		UTILITIES	ELECTRIC UTILITY	412.30		
	100-6050-7010-002X		UTILITIES IA 2	ELECTRIC UTILITY	106.52		
	100-6050-7010-008C		UTILITIES IA 8C	ELECTRIC UTILITY	16.27		
	100-6050-7010-008E		UTILITIES IA 8E	ELECTRIC UTILITY	14.56		
	100-6050-7010-014X		UTILITIES IA 14	ELECTRIC UTILITY	14.91		
	100-6050-7010-06A1		UTILITIES IA 6A1	ELECTRIC UTILITY	41.57		
	700-4050-7010-0000		UTILITIES	ELECTRIC UTILITY	51,067.64		
	750-7000-7010-0000		UTILITIES	ELECTRIC UTILITY	1,737.42		
	750-7300-7010-0000		UTILITIES	ELECTRIC UTILITY	291.65		
2360	STRADLING YOCCA CARLSON & RAUTH		05/26/2021	Regular	0.00	1,249.00	109216
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
THIRD PARTY CLA	Invoice	05/26/2021	LEGAL SERVICES - PERIOD ENDING 4/30/2		0.00	1,249.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES	LEGAL SERVICES - PERIOD ENDI	1,249.00		
2405	THE COUNSELING TEAM		05/26/2021	Regular	0.00	656.25	109217
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
78927	Invoice	05/26/2021	PROFESSIONAL SERVICES		0.00	656.25	
	100-1240-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	656.25		
2456	TURF STAR, INC.		05/26/2021	Regular	0.00	539.85	109218
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount		
7170034-00	Invoice	05/26/2021	EQUIPMENT MAINTENANCE		0.00	497.64	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	497.64		
7171795-00	Invoice	05/26/2021	EQUIPMENT MAINTENANCE		0.00	42.21	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	42.21		
3923	UPDOG MEDIA, LLC		05/26/2021	Regular	0.00	5,310.00	109219

Check Report **Date Range: 05/21/202 - 021**

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		
1086	Invoice	05/26/2021	Bus Wrap Removal and Installation	0.00	5,310.00	
	760-0000-7068-0000	CONTRACTUAL SERVICE	Bus Wrap Removal and Installati	5,310.00		
2546	WILLDAN ENGINEERING	05/26/2021	Regular	0.00	945.00	109220
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
002-24434	Invoice	05/26/2021	Building Inspections Services	0.00	945.00	
	100-2150-7067-0000	INSPECTIONS	Building Inspections Services	945.00		
3675	ZENITH AMERICAN SOLUTIONS	05/26/2021	Regular	0.00	31.32	109221
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 05/07/21-05/	Invoice	05/26/2021	OPTIONAL EMPLOYEE INSURANCE	0.00	31.32	
	100-0000-2085-0000	ZENITH WITHHOLDING	OPTIONAL EMPLOYEE INSURAN	31.32		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	58	0.00	983,286.25
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	17	4	0.00	137,703.80
	114	**62**	**0.00**	**1,120,990.05**

Check Report

Date Range: 05/21/20[illegible]021

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	97	58	0.00	983,286.25
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	17	4	0.00	137,703.80
	114	**62**	**0.00**	**1,120,990.05**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2021	1,120,990.05
			1,120,990.05

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, June 01, 2021
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

MINUTES

CLOSED SESSION - 5:00 PM

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

CALL TO ORDER at 5:16 p.m.

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

Public Comments Regarding Closed Session
No comments.

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

   No reportable action.

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 6:00 p.m.

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

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

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

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

No comments.

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

1. Ratification of Warrants

   Recommended Action:

   Ratify Warrants dated:
   April 23, 2021
   April 29, 2021
   May 6, 2021

2. Approval of Minutes

   Recommended Action:

   Approve Minutes dated May 18, 2021.

3. Resolution Authorizing the City Manager to Accept a Grant Deed from Tri Pointe Homes IE-SD, a California Corporation for Tract No. 31468-5 Lot 114 – Wildflower Park

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California, Authorizing the City Manager to Accept a Grant Deed from Tri Pointe Homes IE-SD.”

4. Consider Adopting a Resolution Clarifying the Transportation Uniform Mitigation Fee Schedule

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont Amending the Applicable Transportation Uniform Mitigation Fee (TUMF) Applicable to All Developments in the City of Beaumont.”

5. Accept the Offer of Dedication for Public Roads and Public Utility Purposed Within First Street and California Avenue and Approve the Certificate of Acceptance for Public Right-of-Way

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Public Road and Public Utility Purposed Within First Street and California Avenue;”

Approve the Certificate of Acceptance for Public Right-of-Way; and

Record the Offer of Dedication documents with the Riverside County Clerk Recorder’s Office.

6. Beaumont Unified School District Agreement for Livescan Fingerprinting

Recommended Action:

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

7. Approval of Gann Limit for Fiscal Year 2021-2022

Recommended Action:

Waive the full reading and adopt by title only a “Resolution of the City Council of the City of Beaumont, approving the Appropriation Limit for the 2021-22 Fiscal Year.”

8. Award an Agreement for Maintenance Services to Couts Heating and Cooling, Incorporated, in an Amount Not-to-Exceed $29,800 for the Purchase, and Installation of an Energy Management System Modernization

Recommended Action:

Award and Agreement for Maintenance Services to Couts Heating and Cooling, Incorporated, in an amount not to exceed $29,800 for the purchase and installation of an Emergency Management System Modernization;
Authorize the City Manager to approve any change orders up to $2,980; and
Authorize the City Manager to execute the agreement on behalf of the City.

Motion by Council Member Santos
Second by Mayor Pro Tem White
To approve the Consent Calendar

Approved by a 4-0 vote.
Absent: Mayor Lara

PUBLIC HEARINGS

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

9. Public Hearing for the Dissolution of Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1

Public Hearing opened at 6:10 p.m.
No comments.
Public Hearing closed at 6:19 p.m.

Motion by Council Member Martinez
Second by Mayor Pro Tem White
To waive the full reading and adopt by title only, "Resolution of the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of Special Taxes Calling an Election Therein;" and
Waive the full reading and adopt by title only, "Resolution of the City Council of the City of Beaumont, Acting as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Determining the Necessity to Incur Bonded Indebtedness within the Community Facilities District and Calling Elections Therein;"

Approved by a 4-0 vote.
Absent: Mayor Lara

An election was held with a waiver within CFD No, 2021-1;

Motion by Council Member Martinez
Second by Mayor Pro Tem White
To waive the full reading and adopt by title only, "Resolution of the City Council, Acting in its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Certifying the Results of the June 1, 2021 Special Tax and Bond Elections;"

Approved by a 4-0 vote
Absent: Mayor Lara

Motion by Mayor Pro Tem White
Second by Council Member Santos
To waive the full first reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Acting in Its Capacity as the Legislative Body of City of

Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of a Special Tax within the Community Facilities District;"

Approved by a 4-0 vote
Absent: Mayor Lara

Motion by Council Member Fenn
Second by Council Member Martinez
To waive the full first reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19D of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19D;" and
Waive the full first reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19F of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19F."

Approved by a 4-0 vote
Absent: Mayor Lara

10. Public Hearing for the Consideration of a Development Agreement for Beaumont Crossroads I (Formally Known as Rolling Hills Ranch Specific Plan) Establishing Sewer Discharge Limitations

Public Hearing opened at 6:28 p.m.
No comments
Public Hearing closed at 6:29 p.m.

Motion by Council Member Santos
Second by Council Member Martinez
To waive the first full reading and approve by title only, "An Ordinance of the City Council of the City of Beaumont adopting the Development Agreement between the City of Beaumont and Beaumont Crossroads I."

Approved by a 4-0 vote
Absent: Mayor Lara

11. Public Hearing to Consider an Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.11.150 "Storage Facilities" to the Beaumont Municipal Code

Public Hearing opened at 6:36 p.m.
T. Speicher - *Owner of 84 Lumber shared business storage needs.*
B. Blankenship – *Representing NAIOP thanked Council and staff for the opportunity to collaborate and address concerns regarding storage facilities and its impacts on logistics.*
Public Hearing closed at 6:46 p.m.

Motion by Mayor Pro Tem White
Second by Council Member Santos
To continue the item to the June 15, 2021, City Council meeting to allow additional time for public input.

Approved by a 4-0 vote
Absent: Mayor Lara

12. Public Hearing for Resolution Adopting the Capital Improvement Plan (CIP) for Fiscal Years 2022-2026 and Prior Year Project List

Public Hearing opened at 7:04 p.m.
No comments
Public Hearing closed at 7:04 p.m.

Motion by Council Member MartinezSecond by Council Member Santos
To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Adopting a Five-Year Capital Improvement Plan for Fiscal Years 2021/2022 – 2025/2026 and Related Prior Year CIP Project List."

Approved by a 4-0 vote
Absent: Mayor Lara

ACTION ITEMS

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

13. Proposed Refunding of Outstanding Bonds Related to Improvement Areas 7B, 7C, 17A, 19C and 20 Community Facilities District No 93-1

Council Member Santos recused himself due to a conflict of living in one of the Improvement Areas being discussed.

Motion by Mayor Pro Tem White
Second by Council Member Martinez
To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Acting as Legislative Body of Community Facilities District No. 93-1, Authorizing the Issuance of Special Tax Refunding Bonds and Taking Other Actions in Connection Therewith" and Recess the City Council Meeting;

Approved by a 3-0 vote
Recused: Council Member Santos
Absent: Mayor Lara

Motion by Council Member Martinez
Second by Council Member White
To convene a Meeting of the Board of Directors of the Beaumont Financing Authority

and Waive the Full Reading and Adopt by Title Only, "A Resolution of the Board of Directors of the Beaumont Financing Authority Approving the Execution of Escrow Agreements in Connection with the Refunding of Certain Local Agency Revenue Bonds of the Authority and Special Tax Bonds of the City of Beaumont Community Facilities District No. 93-1, and Taking Certain Other Actions in Connection Therewith", and Adjourn the Board Meeting;

Approved by a 3-0 vote
Recused: Council Member Santos
Absent: Mayor Lara

Motion by Council Member Fenn
Second by Mayor Pro Tem White
To convene a Meeting of the Board of Directors of the Beaumont Public Improvement Authority and Waive the Full Reading and Adopt by Title Only, "A Resolution of the Board of Directors of the Beaumont Public Improvement Authority, Riverside County, California, Authorizing the Issuance of its Local Agency Refunding Bonds, in One or More Series, in an Aggregate Principal Amount of Not-to-Exceed Twenty-One Million One Hundred Thousand Dollars ($21,100,000) and Approving Certain Documents and Taking Other Actions in Connection Therewith" and Adjourn the Board Meeting and Reconvene the City Council Meeting; and
Provide Direction to Staff and Financing Team on the 'Debt Service Structure to remove the escalator from IA 7C and IA 20.

Approved by a 3-0 vote
Recused: Council Member Santos
Absent: Mayor Lara

14. FY2022 City-Wide Budget Review and Approval

Motion by Council Member Martinez
Second by Council Member Santos
To adopt the City-Wide Budget for FY2022.

Approved by a 4-0 vote
Absent: Mayor Lara

15. Presentation of Parking Management Master Plan Findings

Motion Mayor Pro Tem White
Second by Council Member Santos
To receive and file.

Approved by a 4-0 vote.
Absent: Mayor Lara

16. Adopt a List of Projects Funded by SB 1 - The Road Repair and Accountability Act

Motion by Council Member Fenn
Second by Mayor Pro Tem White
To waive the full reading and approve by title only, "A Resolution of the City Council of the City of Beaumont to Adopt a List of Projects for Fiscal year 2021-22 Funded by SB-1: The Road Repair and Accountability Act of 2017."

Approved by a 4-0 vote.
Absent: Mayor Lara

17. Agreement to Provide Animal Control Services to the City of Calimesa for an Initial Term of July 1, 2021, to June 30, 2023

Motion by Council Member Santos
Second by Council Member Fenn
To approve the Agreement to Provide Animal Control Field Services to the City of Calimesa.

Approved by a 4-0 vote
Absent: Mayor Lara

18. Approval of a Purchase Order in An Amount Not to Exceed $455,872.08 to Creative Bus Sales for the Purchase of Two Electric Vehicle Shuttles in Accordance with the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP)

Motion by Mayor Pro Tem White
Second by Council Member Santos

To approve a purchase order in an amount not to exceed $455,872.08 to Creative Bus Sales, and
Authorize Transit Bus Nos. 2835 and 2836 to be scrapped per the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) using a certified wrecking yard.

Approved by a 4-0 vote.
Absent: Mayor Lara

19. A Resolution of the City Council of the City of Beaumont for Authorization of the Execution of the Certifications of Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Video Camera Purchase and Install, $70,000

Motion by Mayor Pro Tem White
Second by Council Member Fenn
To waive the full reading and adopt by title only "A Resolution of the City Council of the City of Beaumont for Authorization of the Execution of the Certifications of Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Video Camera Purchase and Install, $70,000."

Approved by a 4-0 vote.
Absent: Mayor Lara

20. Brine Line Flow Improvements

Motion by Council Member Santos
Second by Mayor Pro Tem White
To authorize City staff to approve a purchase order in an amount not to exceed $35,000 payable to T.E. Roberts, Inc. for the proposed system improvements.

Approved by a 4-0 vote.
Absent: Mayor Lara

21. Ratification of Emergency Repair Costs to the Beaumont Mesa Lift Station

Motion by Council Member Martinez
Second by Mayor Pro Tem White
To ratify the cost of emergency repairs to the Beaumont Lift Station, totaling $216,742.

Approved by a 4-0 vote.
Absent: Mayor Lara

22. City Council Approval to Purchase the High-Pressure Spray System and Repairs to the Fine Screens for a Not to Exceed Price of $150,000

Motion by Council Member Martinez
Second by Mayor Pro Tem White
To approve the purchase of the high-pressure spray system and repairs to the fine screens for a not to exceed price of $150,000 payable to Huber Technology, Inc.

Approved by a 4-0 vote.
Absent: Mayor Lara

23. Authorize a Contract with Netsync in the Amount of $90,284.82 for a Data Center Uninterruptable Power Supply Upgrade

Motion by Council Member Martinez
Second by Mayor Pro Tem White
To authorize the City Manager to execute a contract with Netsync in the amount of

$90,284.82 for a Data Center UPS hardware replacement solution to include a five-year support service contract.

Approved by a 4-0 vote.
Absent: Mayor Lara

24. Discussion and Direction to City Staff Regarding the City of Beaumont's Assistance to the Beaumont Cherry Valley Recreation and Parks District for the Construction of a Regional Park Generally Located on the North Side of Cherry Valley and Approximately 1 Mile East of IH-10 (Danny Thomas Ranch)

Motion by Council Member Martinez
Second by Council Member Santos
That the City Council make Beaumont City staff available to the District for the design and development of the Danny Thomas Ranch and direct Lloyd White, as the liaison to the District, to officially offer the City of Beaumont's assistance.

Approved by a 4-0 vote.
Absent: Mayor Lara

25. Cancellation of Regular City Council Meeting Scheduled for July 6, 2021

Motion by Mayor Pro Tem White
Second by Council Member Fenn
That the City Council cancel the regular City Council meeting date scheduled for July 6, 2021.

Approved by a 4-0 vote.
Absent: Mayor Lara

LEGISLATIVE UPDATES AND DISCUSSION
Legislative update given by Economic Development Manager, Kyle Warsinski

ECONOMIC DEVELOPMENT UPDATE

CITY TREASURER REPORT
No report.

CITY CLERK REPORT
Gave a status of the Public Records Requests for March 2021.

CITY ATTORNEY REPORT
No report.

CITY MANAGER REPORT
Gave an update to the Fourth of July event.

26. Department Projects Schedule Updates - May 2021

FUTURE AGENDA ITEMS
None

COUNCIL REPORTS
Santos - *Gave a report out from an RTA meeting.*
Fenn - *No report.*
Martinez - *Attended the BUSD retirement ceremony, thanked the military for their service.*
White - *No report*
Lara - *absent*

ADJOURNMENT at 9:22 p.m.

Staff Report

TO: City Council

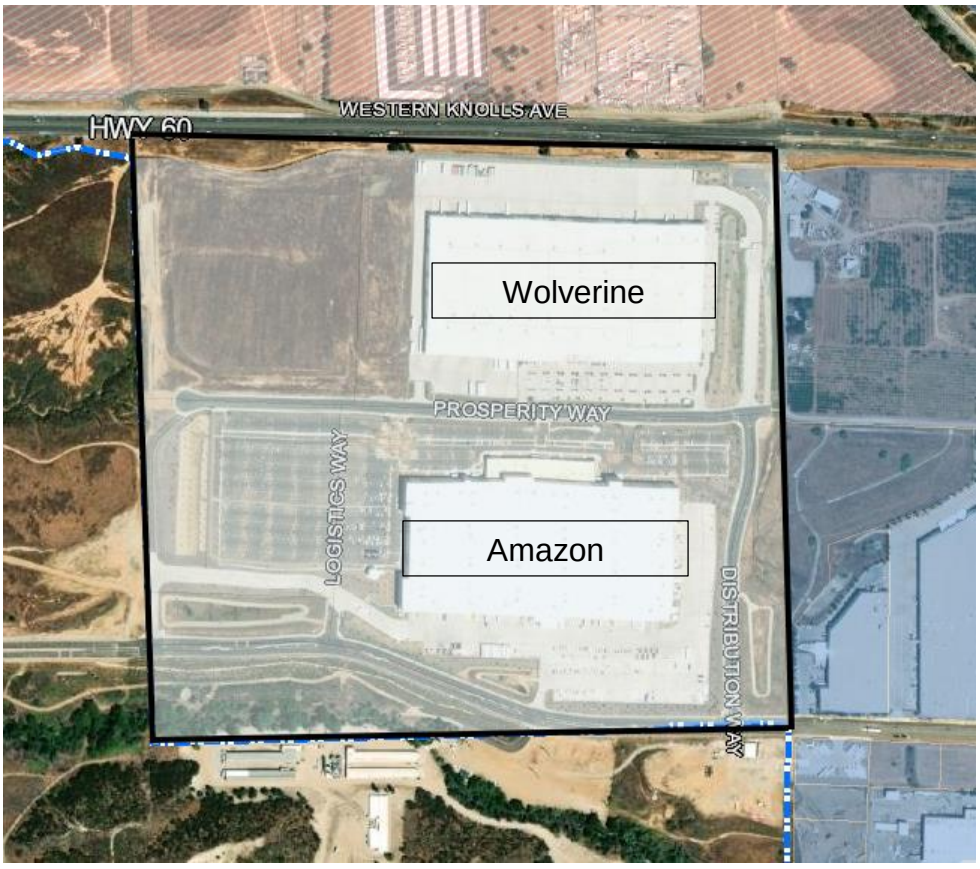
FROM: Christina Taylor, Community Development Director

DATE June 15, 2021

SUBJECT: **Second Reading for Consideration of Adoption of a Development Agreement for Beaumont Crossroads I (Formally Known as Rolling Hills Ranch Specific Plan) Establishing Sewer Discharge Limitations**

Background and Analysis:

The subject site, Beaumont Crossroads I (also known as Rolling Hills Ranch Specific Plan), is located on the south side of State Route 60 east of Potrero Boulevard in the westerly most area of town. The site is currently occupied by Wolverine and Amazon.



The site has been subject to various entitlement activities in the past. The original Rolling Hills Specific Plan was adopted in April 1991 and amended in 2000 ("First Amendment"), 2002 ("Second Amendment") and 2004 ("Third Amendment") to reflect changing market conditions and planning considerations. The Third Amendment changed the land use from residential to industrial. The Fourth Amendment in 2018 was three-fold: first, to amend Tables III-A (Zoning Standards) and IV-A (Zoning Standards) of the Specific Plan to permit an increase in the allowable building height on Parcels 3 and 4; second, to amend the Permitted Land Uses in Section IV (Zoning Ordinance) and Table IV-C to clearly delineate the uses which are permitted and not permitted in this SPA Zone; and third, to amend the permitted land uses to recognize that the City has eliminated the LM zoning classification on which the permitted land uses were based and replaced it with a proposed land use list based on the current M zoning classification.

The site was also subject to a development agreement originally entered into in 1994 and amended in June 2004 to reflect the change to industrial development. A subsequent amendment to the development agreement took place in 2014 effective through August 2019. There were no additional development agreement amendments thus the development agreement expired in August 2019.

The proposed development agreement is intended solely to address sewer discharge limitations and establish a maximum allowable sewer flow. Based on current sewer infrastructure, the sewer treatment plant expansion and proposed improvements in the area surrounding the development, establishing a maximum sewer flow is necessary to ensure the integrity of the City's system and to ensure capacity is available for future development. If an occupant for the development requires more capacity than the proposed cap allows, a reassessment will be necessary and mitigation for any identified impacts will be required.

The development agreement proposes the following language regarding the maximum allowable sewer flow:

Section 9. Vested Rights and Applicable Rules, Regulations and Policies
(e) *"Sewer flow from the Project shall be limited to the amount provided in the Sewer Study dated June 1, 2020, prepared by Thienes Engineering, titled "SEWER AREA STUDY AND PRELIMINARY LIFT STATION DESIGN FOR BEAUMONT CROSSROADS II LOGISTICS", which study has been accepted by the City. The maximum sewer flow from the Project shall not be greater than a projected cumulative 106,080 gallons per day (gpd) peak flow at any given time, based upon estimated flow from Wolverine (or any future occupant of the structure, including the planned Wolverine*

expansion Parcel 1, on APN 424-050-016 & 018) not to exceed 55,470gpd and estimated flow from Amazon (or any future occupant of the structure on APN 424-050-020&022) not to exceed 50,610gpd. Any actual or projected exceedance in the projected maximum flow generated by the Project as determined by City shall be reassessed for sewer system impacts by City and mitigated by Developer accordingly. All sewer discharges from the Project shall comply with the applicable provisions of law, regulations, policies and orders including, but not limited to, those contained in the Beaumont Municipal Code". This allocation of the sewer capacity to the Project may not be allocated by the City or the Developer to other buildings or projects within the area and shall remain available to Developer for those buildings only contained within this Agreement even if not being fully utilized from time-to-time.

Both City staff and the applicant have agreed to this language and the means by which the need for excess flow will be addressed.

Environmental Documentation:
An Environmental Impact Report (EIR) was prepared and certified in 1991 for the Rolling Hills Ranch Specific Plan, and the later Addendums in 2000, 2002, 2004 and 2005 assessing the environmental impacts of the project and subsequent implementation steps, for the project. The EIR and the findings made by the City Council remain valid. This development agreement amendment is not subject to CEQA, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. 14 CCR Section 15061(b)(3).

Findings:
The guidelines for development agreements are established in City of Beaumont Resolution No. 1987-34. This resolution requires City Council to make the following findings:

1. The proposed agreement is consistent with the objectives, policies, general land use and programs specified in the General Plan:

The proposed development agreement is consistent with the General Plan and its goals, objectives and policies. Specifically, approval of this agreement will help ensure adequate sewer infrastructure improvements as needed.

2. The proposed agreement facilitates land uses which are compatible with the uses authorized in, and the regulations prescribed for, the land use districts in which the real property is located:

The proposed development agreement has no impact on zoning or land use on the property or in the surrounding area. There are no proposed changes to the zoning, land use or project approvals as a result of this amendment.

3. The proposed agreement is in conformity with public convenience, general welfare and good land use practice:

The development agreement has no impact on land use or compatibility with the surrounding area. The limits on sewer discharge as a result of this project will add to the public convenience and improve the general welfare of the businesses and residents in the area by ensuring existing and proposed infrastructure can adequately serve the public.

4. The proposed agreement will not be detrimental to the health, safety and general welfare:

Approval of the development agreement will have no impact on the health, safety or welfare of the City, the surrounding area or its residents. The agreement, through the imposition of conditions will ensure the existing and proposed infrastructure can adequately serve the public.

5. The proposed agreement will not adversely affect the orderly development of property or the preservation of property values:

Approval of this development agreement will help facilitate the orderly development of infrastructure and related facilities. Approval of this agreement amendment will not have a negative effect on orderly development or preservation of property rights and is agreed to by both the City and the property owner.

There are no unusual or changed circumstances at this site which would affect the entitlements or consideration of amendment to the development agreement. All of the required findings can be made in a positive manner.

Fiscal Impact:

Cost to prepare this report and associated documents is approximately $2,500 and is covered by the development agreement deposit on file.

Recommended Action:

Waive the second full reading and adopt by title only, “An Ordinance of the City Council of the City of Beaumont adopting the Development Agreement between the City of Beaumont and Beaumont Crossroads I.”

Attachments:

A. Ordinance
B. Development Agreement
C. Sewer Study

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF BEAUMONT AND USEF CROSSROADS I & II, LLC

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

WHEREAS, USEF CROSSROADS I & II, LLC ("Owner") owns approximately 126 developable acres of land, described in Exhibit "A" ("Subject Property") attached hereto and incorporated herein by this reference also known as Assessor's Parcel Nos. 424-050-016, 018, 020, & 022, inclusive , located within an existing specific plan known as the Rolling Hills Ranch Industrial Park Specific Plan, located south of SR-60 east of Potrero Boulevard in the City of Beaumont; and

WHEREAS, the Subject Property is subject to the following entitlements: General Plan Amendment 04-GPA-03, Rolling Hills Ranch Industrial Park Specific Plan, EIR and Addendums, Parcel Map 34209 and Plot Plan 04-PP-18, all as may have been amended ("Entitlements"); and

WHEREAS, the developed portion of the site is constructed and occupied by Wolverine on Parcel 2 located at 1020 W. Prosperity Way and Amazon on Parcel 3 located at 1010 W. Fourth Street; and

WHEREAS, the permitted uses of the Property are contained in the Beaumont Municipal Zoning Code in section 17.50.200 ML Zone (Light Manufacturing) including industrial uses being Trucking Terminal, Industrial Complex, Wholesale, Distribution and Storage, Administrative Offices and Other Uses determined to be substantially similar; the density and intensity of use is up to approximately 3 million square feet of distribution warehouses; and

WHEREAS, the Project provides jobs and industry in the City of Beaumont; and

WHEREAS, Developer is not requesting from the City, nor is the City providing, any form of financial assistance to locate, develop, construct and/or operate in the City of Beaumont, and Developer agrees to comply with all conditions of approval; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the California Government Code, "Development Agreement Statute" which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, this Development Agreement is intended to provide assurances to Developer that an approved Project may proceed subject to the policies, rules, regulations,

and conditions of approval applicable to the Project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval, and provide assurances that City cannot otherwise unilaterally impose conditions of approval of the Project outside the context of the negotiated development agreement; and

WHEREAS, this Agreement will eliminate uncertainty in planning for and securing orderly development and occupancy of the Subject Property, assure installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34; and

WHEREAS, this Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, City, as "Lead Agency" under the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, has determined that the "Project," as more fully described in this Agreement, has been fully analyzed per CEQA Guidelines under the existing EIR and Addendum for the Project.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. APPROVAL OF DEVELOPMENT AGREEMENT

That the City Council hereby approves the Amended and Restated Development Agreement by and Between the City of Beaumont and USEF Crossroads I & II, LLC ("Development Agreement"), a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by this reference, subject to the terms and conditions stated therein.

SECTION 3. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE OF ORDINANCE

That this Ordinance shall take effect thirty (30) days after its second reading by the City Council.

SECTION 5. EFFECTIVE DATE OF DEVELOPMENT AGREEMENT

The Development Agreement shall not be executed by the City until on or after the effective date of the Ordinance.

SECTION 6. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Beaumont Municipal Code as heretofore adopted by the City of Beaumont that are in conflict with the provisions of this ordinance are hereby superseded to the extent of such inconsistency.

SECTION 7. RECORDATION OF DEVELOPMENT AGREEMENT

The City Clerk is hereby directed to record the fully executed Development Agreement with the Riverside County Recorder no later than ten (10) days after its execution.

SECTION 8. CERTIFICATION

That the City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published according to law.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 1st day of June, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 15th day of June, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mike Lara, Mayor

Attest: _____
Nicole Wheelwright, Deputy City Clerk

Approved as to form:

_____
John O. Pinkney, City Attorney

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Development Agreement

RECORDING REQUESTED BY:

City of Beaumont

WHEN RECORDED MAIL TO:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attention: City Manager's Office

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)
Exempt from Recording Fees Pursuant to Government Code Section 27383
APN: 424-050-016, 018, 020 & 022

STATUTORY DEVELOPMENT AGREEMENT BY AND BETWEEN CITY OF BEAUMONT AND USEF CROSSROADS I & II, LLC

This Statutory Development Agreement ("Agreement") is entered into this 1ST day of June 2021, by and between CITY OF BEAUMONT, a general law city and municipal corporation located in the County of Riverside, State of California ("City"), and USEF CROSSROADS I, LLC, a Delaware limited liability company. and USEF CROSSROADS II, LLC, a Delaware limited liability company (collectively, "Developer"), pursuant to the authority of Sections 65864 et seq. of the California Government Code and Beaumont City Council Resolution No. 1987-34.

RECITALS:

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

WHEREAS, Developer owns approximately 126 developable acres of land the legal description of which is attached hereto and incorporated herein by reference in Exhibit "A" ("Subject Property") (Assessor Parcel Nos. 424-050-016, 018, 020,& 022, inclusive), subject to an existing specific plan known as the Rolling Hills Ranch Industrial Park Specific Plan, located south of SR-60, east of Potrero Boulevard in the City of Beaumont; and

WHEREAS, the Subject Property is subject to the following entitlements: General Plan Amendment 04-GPA-03, Rolling Hills Ranch Industrial Park Specific Plan, EIR and Addendums, Parcel Map 34209 and Plot Plan 04-PP-18, all as may have been amended ("Entitlements"); and

WHEREAS, the developed portion of the site is constructed and occupied by Wolverine on Parcel 2 located at 1020 W. Prosperity Way and Amazon on Parcel 3 located at 1010 W. Fourth Street; and

WHEREAS, the permitted uses of the Property are contained in the Beaumont Municipal Zoning Code in section 17.50.200 ML Zone (Light Manufacturing) including industrial uses being Trucking Terminal, Industrial Complex, Wholesale, Distribution and Storage, Administrative Offices and Other Uses determined to be substantially similar; the density and intensity of use is up to approximately 3 million square feet of distribution warehouses; and

WHEREAS, the Project provides jobs and industry in the City of Beaumont; and

WHEREAS, Developer is not requesting from the City, nor is the City providing, any form of financial assistance to locate, develop, construct and/or operate in the City of Beaumont, and Developer agrees to comply with all conditions of approval; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the California Government Code, "Development Agreement Statute" which authorizes cities to enter into property development agreements with any person(s) or entity(ies) having a legal or equitable interest in real property for the development of such real property in order to establish certain development rights in the real property; and

WHEREAS, this Development Agreement is intended to provide assurances to Developer that an approved Project may proceed subject to the policies, rules, regulations, and conditions of approval applicable to the Project at the time of approval, regardless of any changes to City policies, rules, and regulations after project approval, and provide assurances that City cannot otherwise unilaterally impose conditions of approval of the Project outside the context of the negotiated development agreement; and

WHEREAS, this Agreement will eliminate uncertainty in planning for and securing orderly development and occupancy of the Subject Property, assure installation of necessary improvements, and ensure attainment of the maximum effective utilization of resources within the City at the least economic cost to its citizens; and

WHEREAS, based on the foregoing recitals, City has determined that this Agreement is appropriate under the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34; and

WHEREAS, this Agreement is voluntarily entered into in consideration of the benefits to and the rights created in favor of each of the parties hereto and in reliance upon the various representations and warranties contained herein; and

WHEREAS, City, as "Lead Agency" under the California Environmental Quality Act ("CEQA") and the CEQA Guidelines, has determined that the "Project," as more fully described in this Agreement, has been fully analyzed per CEQA Guidelines under the existing EIR and Addendum for the Project.

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Statute and Beaumont City Council Resolution No. 1987-34 and in consideration of the mutual covenants and promises of the parties contained herein, the Parties agree as follows:

AGREEMENT:

Section 1. Incorporation of Recitals and Exhibits

The foregoing Recitals and attached Exhibits are true and correct and are incorporated into this Agreement by this reference as though fully set forth herein.

Section 2. Effective Date

This Agreement shall become effective on the effective date ("Effective Date") of the ordinance enacting this Agreement ("Enacting Ordinance").

Section 3. Term

The parties agree that the Term of this Agreement shall continue until terminated by either party, commencing on the Effective Date, subject to any termination provisions described in this Agreement ("Term").

Section 4. Project

The "Project" includes the existing development of approximately 3 million square feet of industrial development with associated on and off-site improvements and landscaping on the Subject Property, which consist of approximately 126 developable acres in the Rolling Hills Ranch Specific Plan, subject to the following Entitlements: General Plan Amendment 04-GPA-03, Rolling Hills Ranch Specific Plan, EIR and Addendums, Parcel Map 34209 and Plot Plan 04-PP-18 (“Entitlements”).

Section 5. Project Site

The "Project Site" is the same as the Subject Property, which consists of approximately 126 developable acres of vacant land in the Rolling Hills Specific Plan, located south of SR-60, east of Potrero Boulevard, in the City of Beaumont, California.

Section 6. Termination

This Agreement shall be terminated and of no further effect upon the occurrence of any of the following events:

(a) The expiration of the Term of this Agreement; or

(b) Entry of final judgment or issuance of a final order by a court of competent

jurisdiction directing City to set aside, withdraw, or abrogate City's approval of this Agreement or any material part of the Entitlements;

(c) The effective date of City's election to terminate this Agreement in response to an uncured default by Developer, pursuant to the terms of this Agreement.

In the event of a termination of this Agreement with respect to any portion of the Project or Project Site, any then-existing rights and obligations of the parties under this Agreement with respect to such portion of the Project or Project Site shall automatically terminate and be of no further force, effect or operation. No termination of this Agreement with respect to any portion of the Project or Project Site shall affect in any way the parties' rights and obligations hereunder with respect to any other portion of the Project or Project Site. If City lawfully terminates this Agreement because of Developer's default, then City shall retain any and all benefits, including without limitation any money, improvements, structures, easements or dedications received by City pursuant to any term or condition of this Agreement.

Section 7. Cooperation by Developer

Developer shall, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations under this Agreement and cause its planners, engineers and other consultants to do the same. Developer also shall apply in a timely manner for such other permits and approvals from other governmental or quasi- governmental agencies having jurisdiction over the Project or Project Site as may be required for the development or operation of the Project or Project Site, as contemplated by this Agreement. For the avoidance of doubt, nothing in this Agreement shall be construed to require Developer to develop, construct, open or operate on the Project Site. Except as provided to the contrary in Sections 23 and 24 regarding Hold Harmless and Indemnity, Developer shall have no obligations under this Agreement for matters that occur or obligations that arise with respect to any portion of the Project Site after it has transferred such portion of the Project Site to another party so long as Developer has complied with Section 17 hereof by providing notice to the City or obtaining the City's approval to the extent required in Section 17.

Section 8. Processing Fees

Notwithstanding anything else herein, Developer shall pay all applicable fees pursuant to the Beaumont Municipal Code and established Fee Schedule in the amounts set forth in the schedule of fees in effect at the time such fees are due and payable during the development process. Without limiting the forgoing such fees will include grading permit fees, building permit fees and other similar fees.

Section 9. Vested Rights and Applicable Rules, Regulations and Policies

(a) Except as otherwise provided in this Agreement, Developer shall have the vested right to develop the Project and Project Site pursuant to the Entitlements and the rules, regulations, and policies governing use, density, design, improvement, construction, maximum height and size of proposed buildings in effect on the Effective Date of this Agreement (collectively, "Applicable Law"). It is the intent of City and Developer that the

vesting of development rights of Developer shall include the permitted land uses, density and intensity of use of the Project Site, timing or phasing of development, zoning, and the location and size of public improvements and other terms and conditions of development of the Project or Project Site as set forth in the Entitlements and this Agreement. Except in the event of termination of this Agreement under Section 6, the Entitlements associated with the Project shall not expire prior to the end of the Term. In addition, pursuant to the City's policies, if, prior to the expiration of the Term of this Agreement, Developer has completed either Building 1 or Building 2, and all public and private improvements required in relation thereto and an unconditional Certificate of Occupancy has been issued by City, the Entitlements relative to such building shall have been deemed satisfied as it relates to this Agreement and the Entitlements for the remaining building to be constructed will continue in effect as otherwise provided in this Agreement.

(b) In accordance with Government Code Section 65866, nothing herein shall be construed to limit City's authority in subsequent actions applicable to the Property, to apply new rules, regulations and policies to the Project or Project Site which do not conflict with the Applicable Law or this Agreement, nor to limit City's police power to implement, based upon appropriate and adequate findings, specific emergency measures necessary to protect against real and actual threats to the health, safety and welfare of the general public. Nor shall this Development Agreement prevent the City from denying or conditionally approving any subsequent development project application on the basis of these existing or new rules, regulations, and policies.

(c) Notwithstanding anything to the contrary contained in this Agreement, City shall apply to the Project or Project Site, at any time during the term of this Agreement, the codes then in effect, as set forth in Title 15 of the Beaumont Municipal Code "Buildings and Construction".

(d) As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Project or Project Site of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law"). In the event Changes in the Law prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with the Changes in the Law, and City and Developer shall take such action as may be required pursuant to this Agreement.

(e) "Sewer flow from the Project shall be limited to the amount provided in the Sewer Study dated June 1, 2020, prepared by Thienes Engineering, titled "SEWER AREA STUDY AND PRELIMINARY LIFT STATION DESIGN FOR BEAUMONT CROSSROADS II LOGISTICS", which study has been accepted by the City. The maximum sewer flow from the Project shall not be greater than a projected cumulative 106,080 gallons per day (gpd) peak flow at any given time, based upon estimated flow from Wolverine (or any future occupant of the structure, including the planned Wolverine expansion Parcel 1, on APN 424-050-016 & 018) not to exceed 55,470gpd and estimated flow from Amazon (or any future occupant of the structure on APN 424-050-020&022) not to exceed 50,610gpd. Any actual or projected exceedance in

the projected maximum flow generated by the Project as determined by City shall be reassessed for sewer system impacts by City and mitigated by Developer accordingly. All sewer discharges from the Project shall comply with the applicable provisions of law, regulations, policies and orders including, but not limited to, those contained in the Beaumont Municipal Code". This allocation of the sewer capacity to the Project may not be allocated by the City or the Developer to other buildings or projects within the area and shall remain available to Developer for those buildings only contained within this Agreement even if not being fully utilized from time-to-time.

Section 10. Assessments, Fees, Mitigation and Exactions.

The City shall not impose any future assessment, fee, mitigation measure or exaction on the Property, the Project or the Development Plan or any portion thereof, except (a) those existing and proposed assessments, fees, mitigation measures and exactions in existence on the date of this Agreement as they may be amended from time to time, (b) such other fees, assessments and exactions as may be adopted or imposed by the City in conformance with the requirements of Article XIII D of the California Constitution, (c) such other development impact fees or categories of development impact fees which are adopted on a City or County-wide basis or as required as a condition to obtaining County funding; and (d) such other development impact fees or categories of development impact fees which are imposed on other development projects in the City and are adopted and levied based on a benefit assessment. Fees payable to City shall be at rates applicable on the date the fee is paid.

Section 11. Revisions

Developer initiated revisions to the entitlements related to the Project or Project Site shall not require an amendment to this Agreement, provided that City finds and determines that the proposed change or modification is consistent with the development standards and guidelines set forth in this Agreement and Applicable Laws.

Section 12. Nexus/Reasonable Relationship Challenges

Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions or requirements set forth in this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

Covenant Not To Sue. The Parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, or based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid,

or unenforceable.

Section 13. Covenants Binding

All of the terms, provisions, and obligations contained in this Agreement shall be binding upon the City and Developer. Notwithstanding anything set forth in this Agreement to the contrary, during the term hereof, the Project and Project Site shall be subject to this Agreement, and any development of any portion of the Project and Project Site shall be subject to and in accordance with the terms of this Agreement.

Section 14. Periodic Review

City shall conduct a review of this Agreement as set forth as follows:

(a) Annual Review. City will review the extent of good faith compliance by Developer with the terms of this Agreement annually commencing on the first anniversary of the Effective Date of this Agreement.

(b) Notice. City shall notify Developer in writing of the date of review at least thirty (30) days prior thereto.

(c) Cooperation. Developer agrees to reasonably cooperate with City's review process.

(d) Failure to Conduct Review. City's failure to conduct an annual review of this Agreement shall not constitute a breach of this Agreement.

(e) Certificate of Compliance. If, at the conclusion of a periodic or special review, Developer is found to be in compliance with this Agreement, City shall issue a Certificate of Compliance ("Certificate") to Developer stating that after the most recent periodic or special review, and based upon the information known or made known to City that: (i) this Agreement remains in effect and (ii) Developer is not in default. City shall not be bound by a Certificate if a default existed at the time of the periodic or. special review, but was concealed from or otherwise not known to City, regardless of whether or not the Certificate is relied upon by assignees or other transferees or Developer.

Section 15. Relationship of Parties

It is specifically understood and agreed by and among the parties hereto that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder. City and Developer also hereby renounce the existence of any form of joint venture or partnership among them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

Section 16. No Third Party Beneficiaries

The only parties to this Agreement are Developer and City. There are no third-party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever.

Section 17. Assignment of Rights

Developer shall have the right to assign or delegate all or a portion of its rights, duties and obligations under this Agreement to subsequent fee owners of the Subject Property, (a) by giving prior written notice to City, to any entity in which Developer, or its principal shareholders, retain a majority ownership interest so long as such assignee expressly assumes the obligations of Developer hereunder, and (b) with the prior written consent of the City, which shall not be unreasonably withheld, to any other subsequent fee owner of the Project or portion thereof. Otherwise, Developer may not assign all or any portion of its rights hereunder nor delegate all or any portion of its duties and obligations hereunder. Notwithstanding the foregoing provisions of this Section 17, without further approval by the City, Developer may assign its rights and obligations hereunder, upon the conveyance of the Subject Property within one hundred twenty (120) days after the Effective Date, to the "Assignee" defined in the Recitals. Developer shall provide the City a copy of a written assignment of Development Agreement to such Assignee within ten (10) days after such conveyance of the Subject Property. When a permitted assignment has taken place pursuant to this Section 17, the assignor shall have no further duties, obligations or rights thereafter under this Agreement with respect to the portion of the Subject Property which is being transferred (except in relation to matters which occurred prior to the date of such transfer as provided in Sections 23 and 24).

Section 18. Singular and Plural; Gender; and Person

Except where the context requires otherwise, the singular of any word shall include the plural and vice versa; pronouns inferring the masculine gender shall include the feminine gender and neuter, and vice versa; and a reference to "person" shall include, in addition to a natural person, any governmental entity and any partnership, corporation, joint venture or any other form of business entity.

Section 19. Time Is of the Essence

Time is of the essence of this Agreement and of each and every term and condition hereof.

Section 20. Waiver

All waivers must be in writing to be effective or binding upon the waiving party, and no waiver shall be implied from any omission by a party to take any action with respect to an Event of Default as defined in this Agreement. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party shall not constitute

waiver of such party's right to demand strict compliance and specific performance by the other party in the future. In addition, no express written waiver of any Event of Default shall affect any other Event of Default, or cover any period of time other than as specified in such express waiver.

Section 21. Amendments

This Agreement may be amended from time to time by mutual consent of the original parties or their successors in interest, with City's costs payable by amendment applicants, in accordance with the provisions of Government Code Sections 65867 and 65868 and City's adopted procedures and requirements for the consideration of amendments to development agreements. Minor revisions, as described above, shall not require an amendment to this Agreement.

Section 22. Ambiguities or Uncertainties

The parties hereto have mutually negotiated the terms and conditions of this Agreement and each party received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions contained herein. As such, this Agreement is a product of the joint drafting efforts of both parties and neither party shall be deemed to have solely or independently prepared or framed this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either party.

Section 23. Hold Harmless

Developer hereby agrees to, and shall defend, indemnify and hold harmless City, city council, commissions, boards, subcommittees and City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from, any and all claims, costs and liability for any damages, personal injury or death, which may arise, directly or indirectly, from Developer's or Developer's officers', agents', consultants', employees', contractors' or subcontractors' negligent, willful or reckless conduct performed under or with respect to this Agreement. Developer shall have no obligations under this Section 23 (except in relation to matters which occurred prior to the date of such transfer) with respect to any portion or all of the Subject Property after it has transferred and conveyed its fee interest in such portion or all of the Subject Property to a third party.

Section 24. Indemnification

Developer shall defend, indemnify and hold harmless City, city council, commissions, boards, subcommittees and City's elected and appointed officials, commissioners, board members, officers, agents, consultants and employees ("City Parties") from and against any and all liabilities, demands, claims, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), which any or all of them may suffer, incur, be responsible for or pay out as a result of or in connection with any challenge to the legality, validity or adequacy of any of the following items: (i) this Agreement and the concurrent and subsequent permits, licenses and entitlements approved by City; (ii) any environmental determination made by City in connection with the Project, Project Site or this Agreement; and (iii) any proceedings or other actions undertaken by City in connection with the adoption or approval of any of the above. In the event of any administrative, legal, equitable action or other proceeding instituted by any third party (including without limitation a governmental entity or official) challenging the legality, validity or adequacy of any of the above items or any portion thereof, the Parties shall mutually cooperate with each other in defense of said action or proceeding. Notwithstanding the above, City, at its sole option, may tender the complete defense of any third-party challenge as described herein. In the event City elects to contract with special counsel to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel by City. Developer shall have no obligations under this Section 24 (except in relation to matters which occurred prior to the date of such transfer) with respect to any portion or all of the Subject Property after it has transferred and conveyed its fee interest in such portion or all of the Subject Property to a third party.

Section 25. Delays in Performance

In addition to any other provisions of this Agreement with respect to delay, Developer and City shall be excused for performance of their obligations hereunder during any period of delay caused by acts of God or civil commotion; major acts of terrorism occurring in the United States of America, riots, strikes, picketing, or other labor disputes; shortage of materials or supplies; damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties; litigation, restrictions imposed or mandated by governmental or quasi-governmental entities; and/or enactment of conflicting provisions of the Constitution, laws of the United States of America, the State of California, or any codes, statutes, regulations or executive mandates promulgated thereunder. If written notice of such delay is given to either party within thirty (30) days after the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the delay, or longer as may be mutually agreed upon.

Section 26. Events of Default

A default under this Agreement shall be deemed to have occurred upon the happening of one or more of the following events or conditions: (i) a warranty, representation, or statement made or furnished by Developer expressly in this Agreement

to City or by City to Developer is false or proves to have been false in any material respect when it was made, or (ii) a finding by City made following a periodic review of the Agreement under the procedure provided in this Agreement, based on substantial evidence, that Developer has not complied in good faith with one or more of the terms or conditions of this Agreement, or (iii) Developer's failure to perform any of its material obligations under this Agreement (each an "Event of Default"). Upon the occurrence of an Event of Default by Developer or City, the non-defaulting party shall provide the other party thirty (30) calendar days written notice specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured ("Notice of Default"). Subject to any extensions of time by mutual consent of the parties in writing, and subject to the provisions of Sections 25 and 31 of this Agreement, the failure or unreasonable delay by either party to perform any material term or provision of this Agreement for a period of thirty (30) days after the receipt of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Any Notice of Default given hereunder shall specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or whether any further building permits shall be issued with respect to the Project Site.

Section 27. No Ministerial Permits upon Developer Default

No ministerial permits, such as but not limited to building permits and grading permits, shall be issued nor shall any applications for such ministerial permits be accepted for any structure or improvement for the Project or on the Project Site during the course of any default proceedings initiated by City until after it has been determined Developer is not in default or until such default is cured by Developer or is waived by City.

Section 28. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 29. Venue

In the event that suit is brought by either party to this Agreement, 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.

Section 30. No Damages Relief

Notwithstanding anything else in this Agreement to the contrary, the parties acknowledge that neither would have entered into this Agreement had either been exposed to damage claims for any breach hereof. As such, the parties agree that in no event shall either party be entitled to recover monetary damages of any kind whatsoever (other than the recovery of costs and attorney's fees pursuant to the terms of this Agreement or applicable law) against the other for breach of this Agreement.

Section 31. Legal Action; Attorneys' Fees

Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto. The prevailing party in any such action shall be entitled to its reasonable attorneys' fees and costs to be paid by the losing party.

Section 32. Notices

Any notice or communication required hereunder among City and Developer shall be in writing, and may be given either personally or by registered mail, return-receipt requested. Notice, by personal delivery, shall be deemed to have been given and received on the actual receipt by any of the addressees designated below as the party to whom notices are to be sent. Notice by registered mail shall be deemed to have been received when delivered by the US Mail service to the recipient. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

To City:

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223
Attention: Community Development Director

To Developer:

USEF Crossroads I & II, LLC
USAA Real Estate Company
9830 Colonnade Blvd., Suite 600
San Antonio, TX 78230
Attn: Lange Allen
E-mail: lange.allen@usrealco.com

Section 33. Consistency of Entitlements with Agreement

The parties hereto acknowledge that it is their intention that all terms, conditions and obligations of any and all entitlements related to the Project Site and/or Project, or arising from this Agreement shall be consistent with, or at minimum, shall not conflict with, the terms, provisions and obligations of this Agreement.

Section 34. Partial Invalidity Due to Governmental Action

In the event state or federal laws or regulations enacted after the Effective Date, or formal action of any governmental entity other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

Section 35. Further Actions and Instruments

The parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

Section 36. Entire Agreement

This Agreement and the exhibits attached hereto contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the exhibits attached hereto, any prior correspondence, memoranda, warranties, representations and agreements unless otherwise provided in this Agreement, are superseded in total by this Agreement and the exhibits attached hereto.

Section 37. Severability

If any term, provision, covenant or condition of this Agreement is repealed by referendum or is held by a court of competent jurisdiction or an authorized government enforcement agency to be invalid, void or unenforceable, the remaining provisions, if any, of this Agreement shall continue in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

Section 38. Authority to Execute Agreement

The person or persons executing this Agreement on behalf of Developer and City warrant and represent that they have the authority to execute this Agreement and the authority to bind Developer and City, as applicable, to the performance of their respective obligations hereunder.

Section 39. Counterparts

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

Section 40. Recordation

In order to comply with Section 65868.5 of the Development Agreement Statute, the parties do hereby direct the City Clerk to cause a copy of this Agreement to be recorded with the Riverside County Recorder's Office within ten (10) days after the Enacting Ordinance takes effect.

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

CITY OF BEAUMONT **APPROVED:** _____ By: Mike Lara, Mayor **ATTEST:** By:_____ Steven Mehlman, City Clerk **APPROVED AS TO FORM:** By: John Pinkney, City Attorney	**DEVELOPER** **APPROVED:** **(see following page)**

USEF CROSSROADS I, LLC, a Delaware limited liability company

BY: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP, a Delaware limited partnership, its managing member

By: USAA Eagle OP GP, LLC, a Delaware limited liability company, its general partner

By:_____
Name:_____
Title:_____
Date Signed:_____

USEF CROSSROADS II, LLC,
a Delaware limited liability company

By: USAA Eagle Real Estate Multi-Sector Operating Partnership, LP, a Delaware limited partnership, its managing member

By: USAA Eagle OP GP, LLC, a Delaware limited liability company, its general partner

By:_____
Name:_____
Title:_____
Date Signed:_____

SEWER AREA STUDY
AND PRELIMINARY LIFT STATION DESIGN

FOR

BEAUMONT CROSSROADS II LOGISTICS

4th Street
BEAUMONT, CA 92223
P.M. No. 36426

Prepared for:
McDonald Property Group
1140 N. COAST HIGHWAY
LAGUNA BEACH, CA 92651
PHONE: (949) 999-2800

Prepared By:

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
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TEI PROJECT #3080i

Reinhard Stenzel, RCE #56155

Date: June 1, 2020

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Exhibit 4. Preliminary Sewer Lift Station Layout

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1. INTRODUCTION

The following study is being prepared at the request of the City of Beaumont to verify that the proposed size of public sewer mains, being constructed with the Beaumont Crossroads II Logistics project, will adequately convey the ultimate sewer discharges from all tributary developments.

The tributary developments for this study include various properties on the north and south side of 4th Street (see Exhibit 1), bounded on the east by Distribution Way and bounded on the west by the west end of the proposed Jack Rabbit Trail development.

A 15" public gravity sewer main and 6" and 16" sewer force mains have been constructed in 4th Street from the Amazon/Wolverine development to the intersection of 4th Street and Potrero Blvd., with a 15" gravity sewer main stubbed to the south and west at Potrero Blvd.

A preliminary sewer lift station design is presented based on a 2-phase approach with an interim and ultimate tributary sewer flow as determined by the sewer area study.

2. PROJECT DESCRIPTION

The project site will consist of two warehouse buildings. Building 1 (1,867,040 SF), south of 4th Street and Building 2 (1,000,170 SF), north of 4th Street. The project will be responsible to construct new sewer mains in 4th Street from the west end cul-de-sac, west to the proposed public sewer lift station (Line A) and from the intersection with Potrero Blvd east to the proposed lift station (Line B). Refer to attached Exhibit 2. The proposed sewer lift station will be located at the east end of building 1, on the south side of 4th Street.

The entire project site and the majority of tributary sewer area study is designated as "Industrial" by the City of Beaumont General Plan Land Use map (see Appendix A) with only the Legacy Highland project being proposed Residential and a portion of the Legacy Highlands and Jack Rabbit Trail projects being Commercial/Retail.

3. SEWER CAPACITY ANALYSIS

The City of Beaumont has adopted the Eastern Municipal Water Districts (EMWD) design guidelines for wastewater collection system master plan design. Wastewater Flow (GPD/Acre) based on Land Use Category was obtained from EMWD Table 1 for each tributary land use (see Appendix C).

The areas and densities used to determine the proposed flow generated by the Highland Legacy Residential/Warehouse/Commercial projects were obtained from the Legacy Highlands Site Plan and Preserve Phasing Map prepared by SRD Design Studio, Inc. dated 5/19/20 and 6/3/19 (see Appendix E).

The areas used to determine the proposed flow generated by the Jack Rabbit Trail Warehouse/Commercial project were obtained from the JRT Site Plan prepared by HPA (see Appendix E). Much of the project site is natural open space, therefore, the actual project area, for use in determining sewer flow, was based on an assumed 50% site coverage for warehouse

use. The known proposed building square footage was multiplied by 2 to obtain site area. The commercial site area is based on the site plan.
The Wolverine, Amazon, ASM, Hall, Ricker, Lassen and Beaumont Crossroads II project flows are all based on site area (excluding open space) and warehouse land use.

The proposed sanitary sewer pipelines were analyzed using the EMWD Sanitary Sewer System Planning & Design Guidelines. The sewer capacity criteria cites a maximum design capacity at 50% full for new pipes less than 15" and 70% full for new pipes 15" and greater. Each pipe segment is modeled at peak flow, calculated from the average daily flow factor for land use category from EMWD Table 1. A maximum peak flow factor of 2.87 is applied, per EMWD 2015 Master Plan Supplement – Planning and Sizing Criteria.

The equation for the tributary sewer discharge is:

$$\mathbf{Q_{Design} = Q_{Ave} \times Peaking\ Factor}$$

Where, Q_{Ave} = Design Loading Criteria (GPD/Acre) x Service Area (Acres)

Pipe capacity calculations were generally provided for the pipe segment with the least slope (s) for each pipe diameter (D) and flow (Q) condition. This would represent the maximum flow depth (d) for a particular reach with similar Q and D.

4. SEWER CAPACITY STUDY RESULTS

Sewer flow values used in the capacity analysis can be found in the Sewer Area Study Calculations Tables (see Appendix A). Table 1 reflects interim condition at build out of Beaumont Crossroads II project and Table 2 reflects ultimate condition at buildout of entire sewer study area. The flow depth and velocity of each sewer reach was calculated using AES Hydraulic Elements I software and are presented in Hydraulic Calculations (see Appendix B).

The controlling reach for Line A is between Manhole 1 and Manhole 7. The proposed pipe diameter for this reach is 12" with a slope of 0.0040. With a projected Q=0.6664 cubic feet per second (cfs), the velocity (V) is 2.5 feet per second (fps) and the depth is 0.37'. This reach therefore is flowing at 53% of the maximum allowed depth of 50% full. The remainder reaches in Line A are also 12" in diameter with the same Q and slopes greater than 0.0040, therefore these reaches will all meet capacity requirements.

The controlling reach for Line B is between Manhole 10 and the future Lift Station. The proposed pipe diameter for this reach is 15" with a slope of 0.0080. With a projected Q=3.7835 cfs, the V=5.0 fps and the d=0.74'. This reach therefore is flowing at 85% of the maximum allowed depth of 70% full. The remainder reaches in Line B are also 15" in diameter with the same or lesser Q's and slopes greater than 0.0080, therefore these reaches will all meet capacity requirements.
It must be noted that a reach upstream of Line B, the existing pipe between Manhole 17 and the next existing upstream manhole, will be the limiting reach for flow from the east. The existing pipe diameter for this reach is 15" with a slope of 0.0055. With a projected Q=3.6585 cfs, the V=4.3 fps and the d=0.82'. This reach therefore is flowing at 94% of the maximum allowed depth of 70% full.

5. LIFT STATION DESCRIPTION

The above sewer area study provides the sewer flow data necessary, per EMWD and City of Beaumont standards, to design a new public sewer lift station that utilizes the two force mains and gravity main installed in 4th Street (see Exhibit 3). In addition, Romtec has provided support for the preliminary design of the lift station and force main capacities. This public lift station will be located on the south side of 4th Street (by easement from Parcel 1 owner), approximately 650 feet west of Cooper's Creek on Parcel 1 of Parcel Map 36426. The public sewer lift station will be maintained and operated by the City of Beaumont upon completion and activation of Phase 1. Based on the preliminary sewer/lift station study we have concluded a two-phase lift station concept, with both lift stations located side by side in the same easement area (approximately 75' x 180'), will best meet the interim and ultimate needs.

The Phase 1 lift station design will accommodate sewer flow from the existing Wolverine and Amazon buildings and the proposed flow anticipated from the entire Beaumont Crossroads II warehouse project upon full buildout. The Beaumont Crossroads II discharge assumes standard warehouse/ logistics uses (excludes non-food manufacturing or heavy processing sewer needs, if any). The Peak Average Dry Weather Flow from these projects is 171 gpm. The existing Wolverine and Amazon buildings currently utilize a temporary private lift station located at Prime Dr. and 4th Street. The temporary lift station will be abandoned when the Phase 1 lift station is activated. The Phase 1 lift station will utilize the 6" force main in 4th street to pump flows to the existing sewer treatment plant on the south side of 4th Street, east of Nicholas Road. The Phase 1 sewer lift station will require two 72 horsepower pumps and have a maximum capacity of 300 gpm. The fully completed and operational Phase 1 lift station, along with the basic infrastructure of the overall lift station site, will be installed prior to a certificate of occupancy for either: a) The first building completed by the Beaumont Crossroads II project, or b) The first new building tributary to the lift station requiring sewer service and not being served by the existing temporary lift station located at 4th Street and Prime Way.

The Phase 2 lift station design will accommodate sewer flow from the entire Sewer Area Study tributary to this lift station. The Peak Average Dry Weather Flow for the entire sewer study area is 1,997 gpm. The Phase 2 sewer lift station will require three 160 horsepower pumps and have a maximum capacity of 3,000

gpm. When future development occurs that exceeds the maximum capacity of the Phase 1 lift station, the development that causes this increase will be responsible to install and pay for the Phase 2 lift station project and extension of the 16" force main from Distribution Way to Nicholas Road. The Phase 2 lift station will utilize the 16" force main to pump flows to the sewer treatment plant. When the Phase 2 lift station becomes active, the Phase 1 lift station may be disconnected/abandoned or incorporated into the Phase 2 lift station design.

6. PRELIMINARY LIFT STATION DESIGN

A preliminary lift station design has been prepared by Romtec Utilities based on flow data and sewer improvement plans provided by Thienes Engineering. Per EMWD design standards the lift station and force mains will be designed with a 20% allowance for wet weather flows (Peak Lift Station Flow = Peak Average Dry Weather Flow X 1.2).

Phase 1 Lift Station:

Peak Lift Station Flow = 171 gpm X 1.2 = 205 gpm

Phase 1 lift station and 6" force main maximum capacity = 300 gpm, therefore OK

Phase 2 Lift Station:

Peak Lift Station Flow = 1,997 gpm X 1.2 = 2,396 gpm

Phase 2 lift Station and 16" force main maximum capacity = 3,000 gpm, therefore OK

Preliminary Lift Station Layout

Romtec Utilities has completed a preliminary equipment layout for the proposed lift station site (see Exhibit 4). The following are key considerations and notes for this proposed equipment layout and site plan:

1. **Site Size**
    a. Romtec Utilities is showing 77' ft. from the street to the back CMU wall, and 146' ft. of total driveway. The CMU screened area would be roughly 63 x 84 ft. and includes space for both lift stations, generator pad, CMU control building, and the access drive. This is not an exact layout, as we have not designed all equipment, but is "best efforts" at this time.

2. **CMU Walls**
    a. Romtec Utilities is proposing that the site be screened by CMU walls with 16' gates at each end.

3. **Center Driveway**
    a. Romtec Utilities is proposing that the site be accessed by a 16’ wide center driveway which would allow “now and future” access to both lift stations for delivery, construction, and maintenance of both systems without having to have trucks/semis turning within the site. By having a “drive through” configuration, the lot is significantly smaller than if we needed appropriate space for trucks to turn around within the site.
    b. Romtec Utilities would envision a gravel driveway be added first during construction of the first lift station and the wet well of the future lift station. Then, after the full buildout of the future station, the finishing site work/paving could be completed.
    c. It is crucial that an operator boom truck can access both wet wells and valve manifold for removal, installation, and maintenance.

4. **Generator Location**
    a. Romtec Utilities is proposing a single generator location in which the pad is sized for the future generator, but the initial phase generator can be located until it needs to be replaced.

5. **CMU Building**
    a. Romtec Utilities has sized a simple CMU building that can house the Motor Control Center (MCC). The equipment layout is currently designed such that the building only houses the full-buildout control panel. If needed, Romtec Utilities can review the options of housing both the initial and full-buildout MCC’s within the control building.

6. **System Phasing**
    a. For the initial phase, Romtec Utilities would recommend that the first pump station and the wet well of the full buildout system be installed as well as the generator pad, CMU building, CMU screening walls, and driveway.
    b. Then, once the full buildout system is needed, the construction can be finished with the addition of the valve manifold, MCC, and Generator.
    c. Also, the first phase wet well would become the upstream manhole to the full buildout wet well which would simplify the gravity piping and provide direct access for maintenance or bypass pumping within the pump station site.

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LA MIRADA, CALIFORNIA 90638
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Exhibits:

Exhibit 1. Sewer Study Area Map

Exhibit 2. Proposed Sewer Sizing Exhibit

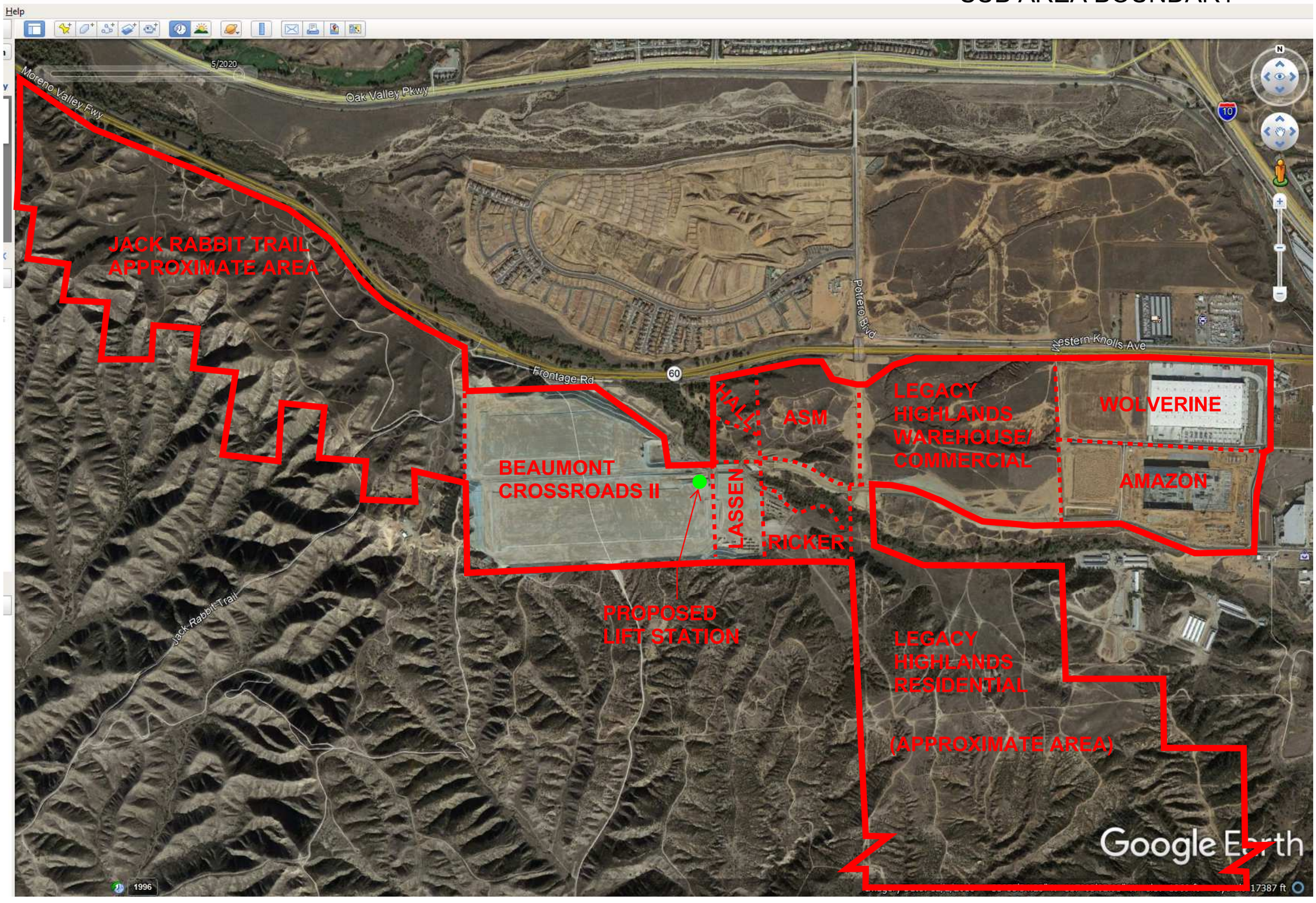
Exhibit 3. Public Sewer Improvement Exhibit

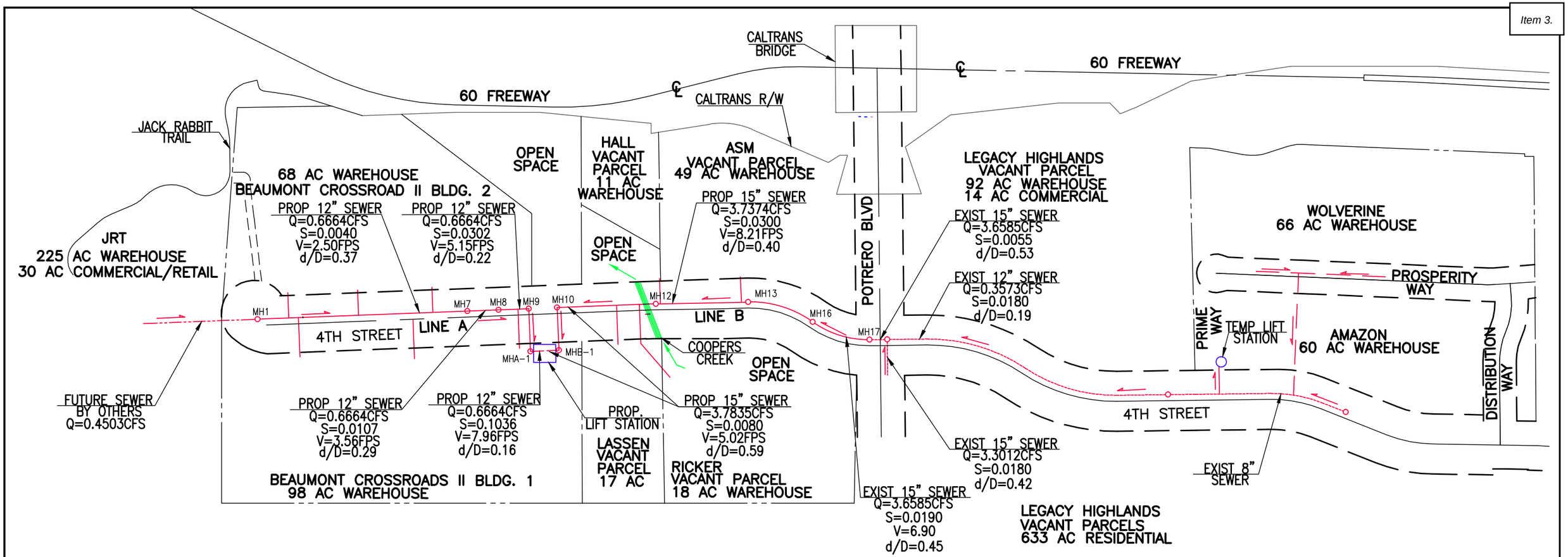
Exhibit 4. Preliminary Sewer Lift Station Layout

STUDY AREA BOUNDARY
SUB AREA BOUNDARY

EXHIBIT 1

SEWER STUDY AREA MAP





REFER TO PUBLIC SEWER IMPROVEMENT PLAN
FOR 4TH STREET WEST OF POTRERO BLVD.
PW2020-0430

REFER TO PUBLIC SEWER IMPROVEMENT PLAN
FOR 4TH STREET EAST OF POTRERO BLVD.
PW2018-0250, FILE NO. 3251

NTS

EXHIBIT 2

Last Update: 5/31/20
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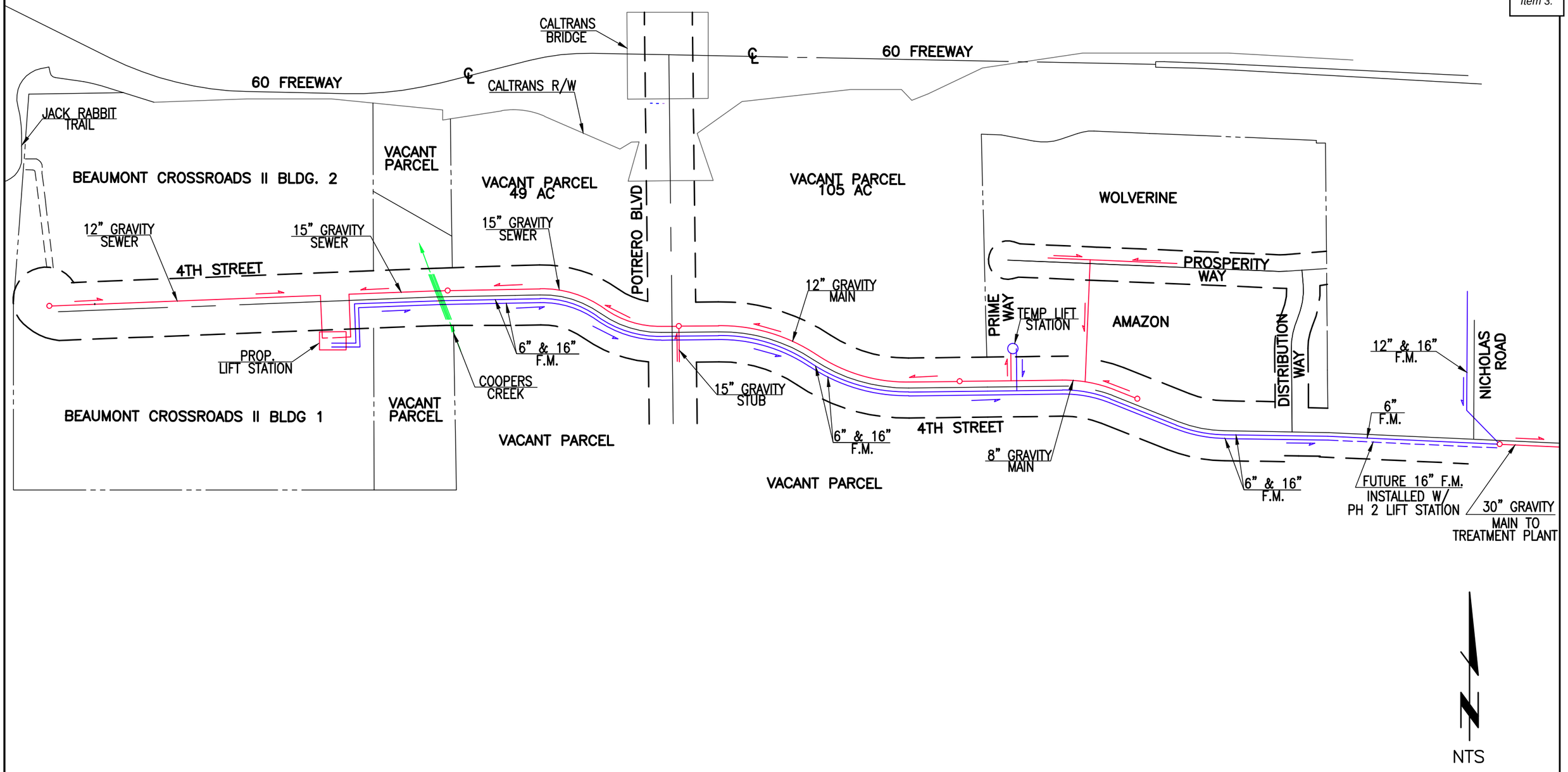
PROPOSED SEWER SIZING EXHIBIT

BEAUMONT CROSSROADS II LOGISTICS
GRAVITY SEWER
4TH STREET – BEAUMONT, CA



NTS

Last Update: 6/1/20
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PUBLIC SEWER IMPROVEMENT - EXHIBIT 3

4TH STREET GRAVITY SEWER & FORCE MAIN
4TH STREET
BEAUMONT, CA

PRELIMINARY LAYOUT WITH RU EQUIPMENT.
4-23-20

4TH STREET

NEW GRAVITY SEWER MANHOLE

GRAVITY SEWER INLET PIPE

8FT WET WELL INITIAL PHASE DUPLEX PUMPS 7.2HP

INITIAL PHASE CONTROL PANEL AREA

ABOVE GROUND VALVE ASSEMBLY

GRAVITY SEWER INLET PIPE

NEW GRAVITY SEWER MANHOLE

6" FORCE MAIN TO CONNECT TO PRE INSTALLED FORCE MAIN.

GRAVITY SEWER INLET FROM INTIAL PHASE WET WELL TO FULL BUILD OUT WET WELL.

BURIED SERVICE SHUT OFF VALVE. TO BE CLOSED UNTIL FULL BUILD OUT LIFT STATION IS NEEDED.

16.00'

77'

16.00'

ABOVE GROUND VALVE ASSEMBLY

16" FORCE MAIN

6" FORCE MAIN

10FT WET WELL FULL BUILD OUT TRIPLEX 16OHP PUMPS

GENERATOR AREA

12.00'

16.00'

CMU BLOCK WALL AROUND SITE

BUILDING FOR FULL BUILD OUT MCC CONTROL PANEL AREA

MOVE PROPERTY LINE TO GIVE ROOM FOR BUILDING AND GENERATOR SO THEY ARE NOT OVER THE FORCE MAINS.

146'

EXHIBIT 4

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Appendix A

Sewer Area Study Calculations

4th Street, Beaumont Public Sewer Main

TEI Project #3080i - June 1, 2020

Table 1: Sewer Area Study Calculations - Interim Condition, Phase 1 Lift Station

Subarea/Reach	Pipe		[1]Capacity (cfs)		Building Area (SF)	Building Area (ac)	Parcel Area (acres)	[2]Average Daily Flow (GPD/ac)	Average Daily Flow (GPD)	Average Daily Flow (MGD)	Cumulative Average Daily Flow (MGD)	Peak Factor	Peak Flow (MGD)	Peak Flow (GPD)	Peak Flow (cfs)	Peak Flow (GPM)	Cumulative Depth (ft)	Velocity (ft/sec)	[3]d/D (ft/ft)	% Full
	Size (ft.)	Slope (ft/ft)	50% Full (<15")	70% Full (>15")																Allowed Depth
Proposed Sewer Flowing West in 4th St.																				
Wolverine Project[4]							65.74	294	19328	0.0193	0.0193	2.87	0.0555	55470	0.0858	39				
Amazon Project							59.98	294	17634	0.0176	0.0176	2.87	0.0506	50610	0.0783	35				
SUB TOTAL	0.67	0.0040	0.390											**106080**	**0.1641**	**74**	0.21	1.74	**0.32**	**63.0%**
Legacy Highlands- Warehouse							92.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Legacy Highlands- Commercial							14.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL														**0**	**0.0000**	**0**				
TOTAL	1.00	0.0180	2.390											**106080**	**0.1641**	**74**	0.19	3.58	**0.19**	**38.0%**
Proposed Sewer Flowing North in Potrero																				
Legacy Highlands Residential																				
Low Density							234.30	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Medidum Density							196.40	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Medium High Density							110.70	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
High Density							71.30	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
School							20.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL	1.25	0.0180		7.260										**0**	**0.0000**	**0**	0.53	6.58	**0.42**	**60.6%**
Confluence at Potrero & 4th St. - TOTAL	1.25	0.0055		4.010										**106080**	**0.1641**	**74**	0.82	4.30	**0.66**	**93.7%**
Proposed Sewer Flowing West in 4th St.																				
ASM Beaumont - Warehouse	1.25	0.0300					49.25	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Hall - Warehouse	1.25	0.0300					11.16	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL	1.25	0.0300		9.370										**106080**	**0.1641**	**74**	0.42	7.50	**0.34**	**48.0%**
Ricker - Warehouse	1.25	0.0080					18	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Lassen - Warehouse	1.25	0.0080					17.34	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Lift Station Flow From East - TOTAL	1.25	0.0080		4.840										**106080**	**0.1641**	**74**	0.74	5.02	**0.59**	**84.6%**
Proposed Sewer Flowing East in 4th St.																				
Jack Rabbit Trail																				
Commercial/Retail							30.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
Warehouse							225.00	0	0	0.0000	0.0000	2.87	0.0000	0	0.0000	0				
SUB TOTAL														**0**	**0.0000**	**0**				
Beaumont Crossroads II Logistics																				
Parcel 2							67.87	294	19954	0.0200	0.0200	2.87	0.0573	57267	0.0886	40				
Parcel 1							97.67	294	28715	0.0287	0.0287	2.87	0.0824	82412	0.1275	57				
SUB TOTAL														**139679**	**0.2161**	**97**				
Lift Station Flow From West - TOTAL	1.00	0.0040	1.130											**139679**	**0.2161**	**97**	0.37	2.50	**0.37**	**52.9%**
Confluence at Lift Station- GRAND TOTAL[5]														**245759**	**0.3802**	**171**				

[1] Calculated using n=0.013

[2] Based on 2015 EMWD flow factors by land use type

[3] Flow depth shall not exceed 0.50 for pipes 12" or smaller and 0.70 for pipes 15" and larger

[4] Acreage shown includes expansion land

[5] Maximum design capacity of Phase 1 lift station and force main = 300 gpm

4th Street, Beaumont Public Sewer Main
TEI Project #3080i - May 31, 2020
Table 2: Sewer Area Study Calculations - Proposed Ultimate Condition, Phase 2 Lift Station

Subarea/Reach	Pipe		[1]Capacity (cfs)		Building Area (SF)	Building Area (ac)	Parcel Area (acres)	[2]Average Daily Flow (GPD/ac)	Average Daily Flow (GPD)	Average Daily Flow (MGD)	Cumulative Average Daily Flow (MGD)	Peak Factor	Peak Flow (MGD)	Peak Flow (GPD)	Peak Flow (cfs)	Peak Flow (GPM)	Cumulative Depth (ft)	Velocity (ft/sec)	[3]d/D (ft/ft)	% Full
	Size (ft.)	Slope (ft/ft)	50% Full (<15")	70% Full (>15")																Allowed Depth
Proposed Sewer Flowing West in 4th St.																				
Wolverine Project[6]							65.74	294	19328	0.0193	0.0193	2.87	0.0555	55470	0.0858	39				
Amazon Project							59.98	294	17634	0.0176	0.0176	2.87	0.0506	50610	0.0783	35				
SUB TOTAL	0.67	0.0040	0.390											**106080**	**0.1641**	**74**	0.21	1.74	**0.32**	**63.0%**
Legacy Highlands- Warehouse[5]							92.00	294	27048	0.0270	0.0270	2.87	0.0776	77628	0.1201	54				
Legacy Highlands- Commercial[5]							14.00	1175	16450	0.0165	0.0165	2.87	0.0472	47212	0.0730	33				
SUB TOTAL														**124839**	**0.1932**	**87**				
TOTAL	1.00	0.0180	2.390											**230919**	**0.3573**	**160**	0.19	3.58	**0.19**	**38.0%**
Proposed Sewer Flowing North in Potrero																				
Legacy Highlands Residential[4]																				
Low Density							234.30	1175	275303	0.2753	0.2753	2.87	0.7901	790118	1.2225	549				
Medidum Density							196.40	1175	230770	0.2308	0.2308	2.87	0.6623	662310	1.0247	460				
Medium High Density							110.70	1175	130073	0.1301	0.1301	2.87	0.3733	373308	0.5776	259				
High Density							71.30	1175	83778	0.0838	0.0838	2.87	0.2404	240441	0.3720	167				
School							20.00	1175	23500	0.0235	0.0235	2.87	0.0674	67445	0.1044	47				
SUB TOTAL	1.25	0.0180		7.260										**2133623**	**3.3012**	**1482**	0.53	6.58	**0.42**	**60.6%**
Confluence at Potrero & 4th St. - TOTAL	1.25	0.0055		4.010										**2364542**	**3.6585**	**1642**	0.82	4.30	**0.66**	**93.7%**
Proposed Sewer Flowing West in 4th St.																				
ASM Beaumont - Warehouse	1.25	0.0300					49.25	294	14480	0.0145	0.0145	2.87	0.0416	41556	0.0643	29				
Hall - Warehouse	1.25	0.0300					11.16	294	3281	0.0033	0.0033	2.87	0.0094	9417	0.0146	7				
SUB TOTAL	1.25	0.0300		9.370										**2415515**	**3.7374**	**1677**	0.42	7.50	**0.34**	**48.0%**
Ricker - Warehouse	1.25	0.0080					18	294	5292	0.0053	0.0053	2.87	0.0152	15188	0.0235	11				
Lassen - Warehouse	1.25	0.0080					17.34	294	5098	0.0051	0.0051	2.87	0.0146	14631	0.0226	10				
Lift Station Flow From East - TOTAL	1.25	0.0080		4.840										**2445334**	**3.7835**	**1698**	0.74	5.02	**0.59**	**84.6%**
Proposed Sewer Flowing East in 4th St.																				
Jack Rabbit Trail																				
Commercial/Retail							30.00	1175	35250	0.0353	0.0353	2.87	0.1012	101168	0.1565	70				
Warehouse							225.00	294	66150	0.0662	0.0662	2.87	0.1899	189851	0.2937	132				
SUB TOTAL														**291018**	**0.4503**	**202**				
Beaumont Crossroads II Logistics																				
Parcel 2							67.87	294	19954	0.0200	0.0200	2.87	0.0573	57267	0.0886	40				
Parcel 1							97.67	294	28715	0.0287	0.0287	2.87	0.0824	82412	0.1275	57				
SUB TOTAL														**139679**	**0.2161**	**97**				
Lift Station Flow From West - TOTAL	1.00	0.0040	1.130											**430697**	**0.6664**	**299**	0.37	2.50	**0.37**	**52.9%**
Confluence at Lift Station-GRAND TOTAL[7]														**2876031**	**4.4499**	**1997**				

[1] Calculated using n=0.013
[2] Based on 2015 EMWD flow factors by land use type
[3] Flow depth shall not exceed 0.50 for pipes 12" or smaller and 0.70 for pipes 15" and larger
[4] Parcel Areas and Residential Density obtained from "Preserve Phasing Map" prepared by SRD Design Studio, Inc dated 6/3/19
[5] Parcel Area obtained from Legacy Highlands Site Plan" prepared by SRD Design Studio, Inc dated 5/19/20
[6] Acreage shown includes expansion land
[7] Maximum design capacity of Phase 2 lift station and force main = 3,000 gpm

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Appendix B

Hydraulic Calculations

SEWER LINE A HYDRAULICS

```
************************************************************************
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------------------------------------------------------------------------
 TIME/DATE OF STUDY: 19: 2   5/10/2020
========================================================================


 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                      *
* MH1 TO MH7                                                            *
* LINE A                                                                *
 ************************************************************************

************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0040
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =             5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.37
    FLOW AREA(SQUARE FEET) =       0.27
    FLOW TOP-WIDTH(FEET) =      0.967
    FLOW PRESSURE + MOMENTUM(POUNDS) =             5.81
    FLOW VELOCITY(FEET/SEC.) =            2.498
    FLOW VELOCITY HEAD(FEET) =            0.097
    HYDRAULIC DEPTH(FEET) =       0.28
    FROUDE NUMBER =      0.838
    SPECIFIC ENERGY(FEET) =              0.47
========================================================================

1
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  TIME/DATE OF STUDY:  8:31   5/13/2020
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 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH7 TO MH8                                                             *
* LINE A                                                                 *
 ************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0107
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =             5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.29
    FLOW AREA(SQUARE FEET) =       0.19
    FLOW TOP-WIDTH(FEET) =      0.906
    FLOW PRESSURE + MOMENTUM(POUNDS) =             6.00
    FLOW VELOCITY(FEET/SEC.) =            3.560
    FLOW VELOCITY HEAD(FEET) =            0.197
    HYDRAULIC DEPTH(FEET) =       0.21
    FROUDE NUMBER =      1.380
    SPECIFIC ENERGY(FEET) =             0.48
==========================================================================

1
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  TIME/DATE OF STUDY:  8:35   5/13/2020
============================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                         *
* MH8 TO MH9                                                               *
* LINE A                                                                   *
 ****************************************************************************

****************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
----------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0302
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
----------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =              5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =              0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
----------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.22
    FLOW AREA(SQUARE FEET) =       0.13
    FLOW TOP-WIDTH(FEET) =      0.831
    FLOW PRESSURE + MOMENTUM(POUNDS) =              7.40
    FLOW VELOCITY(FEET/SEC.) =            5.150
    FLOW VELOCITY HEAD(FEET) =            0.412
    HYDRAULIC DEPTH(FEET) =       0.16
    FROUDE NUMBER =      2.300
    SPECIFIC ENERGY(FEET) =              0.63
============================================================================

1
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  TIME/DATE OF STUDY:  8:38   5/13/2020
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 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MHA1 TO LIFT STATION                                                   *
* LINE A-1                                                               *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.1036
    PIPEFLOW(CFS) =          0.67
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.34
    CRITICAL FLOW AREA(SQUARE FEET) =      0.236
    CRITICAL FLOW TOP-WIDTH(FEET) =    0.947
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =             5.74
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      2.829
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.12
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.25
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =              0.46
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.16
    FLOW AREA(SQUARE FEET) =       0.08
    FLOW TOP-WIDTH(FEET) =      0.740
    FLOW PRESSURE + MOMENTUM(POUNDS) =           10.63
    FLOW VELOCITY(FEET/SEC.) =            7.957
    FLOW VELOCITY HEAD(FEET) =            0.983
    HYDRAULIC DEPTH(FEET) =       0.11
    FROUDE NUMBER =      4.168
    SPECIFIC ENERGY(FEET) =             1.15
==========================================================================

1
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SEWER LINE B HYDRAULICS

```
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  TIME/DATE OF STUDY: 17:36   5/25/2020
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 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH17 TO MH16                                                           *
* LINE B                                                                 *
 ************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0190
    PIPEFLOW(CFS) =          3.66
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.77
    CRITICAL FLOW AREA(SQUARE FEET) =      0.796
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.215
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            49.22
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.594
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.66
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =             1.10
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.56
    FLOW AREA(SQUARE FEET) =       0.53
    FLOW TOP-WIDTH(FEET) =      1.243
    FLOW PRESSURE + MOMENTUM(POUNDS) =            56.69
    FLOW VELOCITY(FEET/SEC.) =            6.900
    FLOW VELOCITY HEAD(FEET) =            0.739
    HYDRAULIC DEPTH(FEET) =       0.43
    FROUDE NUMBER =      1.862
    SPECIFIC ENERGY(FEET) =             1.30
==========================================================================

1
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  TIME/DATE OF STUDY: 17:39   5/25/2020
==========================================================================


 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH16 TO MH13                                                           *
* LINE B                                                                 *
 ************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0300
    PIPEFLOW(CFS) =         3.66
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =      0.77
    CRITICAL FLOW AREA(SQUARE FEET) =     0.796
    CRITICAL FLOW TOP-WIDTH(FEET) =   1.215
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =           49.22
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     4.594
    CRITICAL FLOW VELOCITY HEAD(FEET) =            0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.66
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =            1.10
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.49
    FLOW AREA(SQUARE FEET) =      0.45
    FLOW TOP-WIDTH(FEET) =     1.221
    FLOW PRESSURE + MOMENTUM(POUNDS) =           63.58
    FLOW VELOCITY(FEET/SEC.) =           8.159
    FLOW VELOCITY HEAD(FEET) =           1.034
    HYDRAULIC DEPTH(FEET) =      0.37
    FROUDE NUMBER =     2.373
    SPECIFIC ENERGY(FEET) =            1.53
==========================================================================

1
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--------------------------------------------------------------------------
  TIME/DATE OF STUDY: 17:42   5/25/2020
==========================================================================


 ************************* DESCRIPTION OF STUDY *************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* MH13 TO MH12                                                           *
* LINE B                                                                 *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0300
    PIPEFLOW(CFS) =          3.74
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.78
    CRITICAL FLOW AREA(SQUARE FEET) =      0.807
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.210
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            50.64
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.633
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.67
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =             1.11
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.50
    FLOW AREA(SQUARE FEET) =       0.46
    FLOW TOP-WIDTH(FEET) =     1.224
    FLOW PRESSURE + MOMENTUM(POUNDS) =           65.33
    FLOW VELOCITY(FEET/SEC.) =            8.206
    FLOW VELOCITY HEAD(FEET) =            1.046
    HYDRAULIC DEPTH(FEET) =       0.37
    FROUDE NUMBER =      2.370
    SPECIFIC ENERGY(FEET) =             1.54
==========================================================================

1
```

```
**************************************************************************
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                          Analysis prepared by:

                           THIENES ENGINEERING
                         16800 VALLEY VIEW AVENUE
                           LA MIRADA CA 90638
                     PH: (714) 521-4811 FAX: (714) 521-4173

--------------------------------------------------------------------------
  TIME/DATE OF STUDY: 14:40   5/27/2020
==========================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                        *
* MH12 TO LIFT STATION                                                    *
* LINE B, LAT B-1                                                         *
 **************************************************************************

**************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
--------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0080
    PIPEFLOW(CFS) =         3.78
    MANNINGS FRICTION FACTOR = 0.013000
==========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =      0.79
    CRITICAL FLOW AREA(SQUARE FEET) =     0.813
    CRITICAL FLOW TOP-WIDTH(FEET) =   1.208
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =           51.47
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     4.655
    CRITICAL FLOW VELOCITY HEAD(FEET) =          0.34
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.67
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =          1.12
==========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
--------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.74
    FLOW AREA(SQUARE FEET) =      0.75
    FLOW TOP-WIDTH(FEET) =     1.230
    FLOW PRESSURE + MOMENTUM(POUNDS) =          51.74
    FLOW VELOCITY(FEET/SEC.) =          5.021
    FLOW VELOCITY HEAD(FEET) =          0.391
    HYDRAULIC DEPTH(FEET) =      0.61
    FROUDE NUMBER =     1.130
    SPECIFIC ENERGY(FEET) =           1.13
==========================================================================
```

1

EXISTING SEWER LINES

```
************************************************************************
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                           LA MIRADA CA 90638
                    PH: (714) 521-4811 FAX: (714) 521-4173

------------------------------------------------------------------------
  TIME/DATE OF STUDY: 18: 6   5/25/2020
========================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* POTRERO SOUTH                                                          *
* EXISTING SEWER STUB                                                    *
 ************************************************************************

************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0180
    PIPEFLOW(CFS) =          3.30
    MANNINGS FRICTION FACTOR = 0.013000
========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.73
    CRITICAL FLOW AREA(SQUARE FEET) =      0.747
    CRITICAL FLOW TOP-WIDTH(FEET) =    1.232
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            42.93
    CRITICAL FLOW VELOCITY(FEET/SEC.) =      4.419
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.30
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =       0.61
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =             1.04
========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =       0.53
    FLOW AREA(SQUARE FEET) =       0.50
    FLOW TOP-WIDTH(FEET) =     1.237
    FLOW PRESSURE + MOMENTUM(POUNDS) =           49.12
    FLOW VELOCITY(FEET/SEC.) =            6.583
    FLOW VELOCITY HEAD(FEET) =            0.673
    HYDRAULIC DEPTH(FEET) =      0.41
    FROUDE NUMBER =      1.822
    SPECIFIC ENERGY(FEET) =             1.21
========================================================================

1
```

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******************************************************************************
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------------------------------------------------------------------------------
  TIME/DATE OF STUDY: 18: 7   5/25/2020
==============================================================================


 ************************* DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                           *
* 4TH STREET EAST                                                            *
* EXISTING SEWER LINE                                                        *
 ****************************************************************************

******************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.000
    PIPE SLOPE(FEET/FEET) =  0.0180
    PIPEFLOW(CFS) =          0.36
    MANNINGS FRICTION FACTOR = 0.013000
==============================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =       0.25
    CRITICAL FLOW AREA(SQUARE FEET) =     0.151
    CRITICAL FLOW TOP-WIDTH(FEET) =   0.863
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =            2.63
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     2.377
    CRITICAL FLOW VELOCITY HEAD(FEET) =             0.09
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.18
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =            0.34
==============================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.19
    FLOW AREA(SQUARE FEET) =       0.10
    FLOW TOP-WIDTH(FEET) =     0.778
    FLOW PRESSURE + MOMENTUM(POUNDS) =            2.98
    FLOW VELOCITY(FEET/SEC.) =           3.581
    FLOW VELOCITY HEAD(FEET) =           0.199
    HYDRAULIC DEPTH(FEET) =      0.13
    FROUDE NUMBER =     1.755
    SPECIFIC ENERGY(FEET) =             0.38
==============================================================================

1
```

```
************************************************************************
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                       Analysis prepared by:

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                         LA MIRADA CA 90638
                 PH: (714) 521-4811 FAX: (714) 521-4173

------------------------------------------------------------------------
 TIME/DATE OF STUDY: 18: 9   5/25/2020
========================================================================


 ************************** DESCRIPTION OF STUDY **************************
* BEAUMONT CROSSROADS II LOGISTICS                                       *
* 4TH STREET WEST                                                        *
* EXISTING SEWER STUB                                                    *
 ************************************************************************

************************************************************************
>>>>PIPEFLOW HYDRAULIC INPUT INFORMATION<<<<
------------------------------------------------------------------------
    PIPE DIAMETER(FEET) =   1.250
    PIPE SLOPE(FEET/FEET) =  0.0055
    PIPEFLOW(CFS) =          3.66
    MANNINGS FRICTION FACTOR = 0.013000
========================================================================
    CRITICAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------
    CRITICAL DEPTH(FEET) =      0.77
    CRITICAL FLOW AREA(SQUARE FEET) =     0.796
    CRITICAL FLOW TOP-WIDTH(FEET) =   1.215
    CRITICAL FLOW PRESSURE + MOMENTUM(POUNDS) =           49.22
    CRITICAL FLOW VELOCITY(FEET/SEC.) =     4.594
    CRITICAL FLOW VELOCITY HEAD(FEET) =            0.33
    CRITICAL FLOW HYDRAULIC DEPTH(FEET) =      0.66
    CRITICAL FLOW SPECIFIC ENERGY(FEET) =           1.10
========================================================================
    NORMAL-DEPTH FLOW INFORMATION:
------------------------------------------------------------------------
    NORMAL DEPTH(FEET) =      0.82
    FLOW AREA(SQUARE FEET) =      0.85
    FLOW TOP-WIDTH(FEET) =     1.189
    FLOW PRESSURE + MOMENTUM(POUNDS) =           49.48
    FLOW VELOCITY(FEET/SEC.) =           4.300
    FLOW VELOCITY HEAD(FEET) =           0.287
    HYDRAULIC DEPTH(FEET) =      0.72
    FROUDE NUMBER =     0.896
    SPECIFIC ENERGY(FEET) =           1.11
========================================================================

1
```

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Appendix C

EMWD Table 1: Development Densities

City of Beaumont General Plan

Table 1: Development Densities

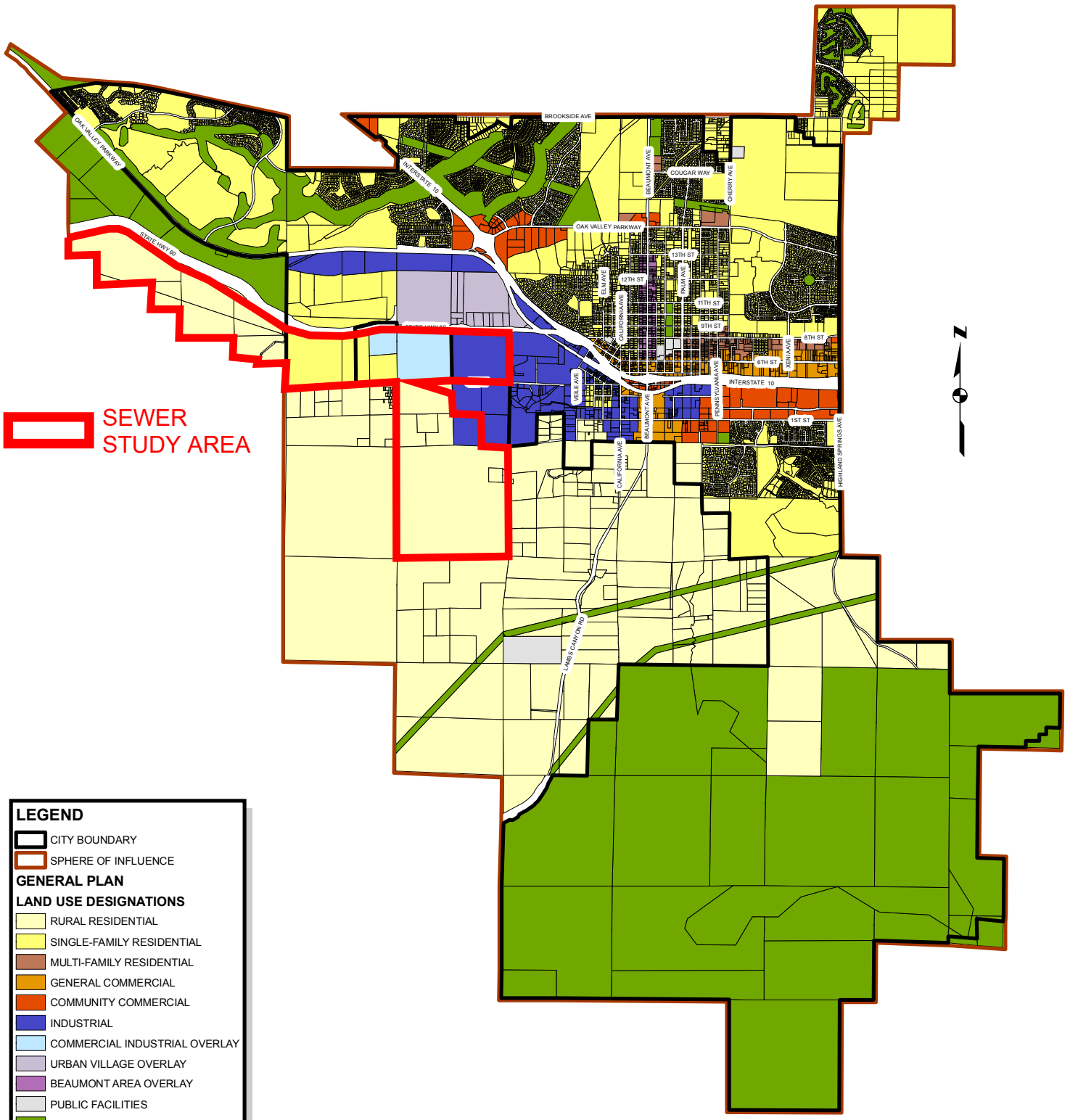
LAND USE CATEGORY	UNITS	AVERAGE RESIDENTIAL DENSITY (DU/ACRE)	RESIDENTIAL (EDU/DU)	DEVELOPMENT DENSITY (EDU/ACRE)
Residential Land Use				
Estate Density	DU	0.5	1.5	0.8
High Density	DU	12	0.7	8.4
Low Density	DU	2	1.3	2.6
Medium Density	DU	4.5	1	4.5
Medium High Density	DU	6	0.9	5.4
Mobile Home Park	DU	10	0.65	6.5
Rural Mountainous [1]	DU	0.1	3	0.3
Rural [1]	DU	0.2	3	0.6
Very High Density	DU	17	0.65	11.1
Very Low Density [1]	DU	1	1	1.5
Non-Residential Use				
Agriculture [1]	acre			0
Business Park/Light Industrial	acre			5
Business Park/Light Industrial/Warehouse	acre			1.25
Commercial Office	acre			5
Commercial Retail	acre			5
Heavy Industrial	acre			7.5
Hospital	acre			5
Mixed Use Policy Area	acre			5
Open Space (Conservation, Landscape, Recreation, Rural, or Water) [1]	acre			5
Public Facilities (Municipal or School)	acre			5

[1] The following uses were assumed to be served by septic systems and do not contribute flow to the wastewater collection system: Rural Mountainous, Rural, Very Low Density, and Agriculture, and Open Space.

3A2.1.3 Flow Per Equivalent Dwelling Unit

For all types of development, the land use categories were converted to EDUs based on Table 1. Wastewater flow (ADWF) was calculated by multiplying the number of EDUs per land parcel by a rate of 235 gpd/EDU; the District's criteria used for regional planning.

CITY OF BEAUMONT
General Plan



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Appendix D

Preliminary Lift Station Pump Design

PROJECT INFO

Job Name:	**3080i Hidden Canyon**
Company:	**Thienes**
Contact:	**Reinhard Stenzel**
Job Type:	**New Station**
Water Type/Source:	**Wastewater (Sewage)**
Import/Domestic:	**Import Acceptable**

ROMTEC UTILITIES

PACKAGE/STARTUP

Offering:	**Complete System**
Mechanical:	**All by Romtec Utilities**
Pumps:	**By Romtec Utilities**
Control Panel:	**By Romtec Utilities**
Generator:	**By Romtec Utilities**
Advisor/Startup:	**Mechanical & Electrical**
Turnkey:	**No**

DESIGN CRITERIA - WWC10D-VM-T1500-2000x230-10S-43-DPG

FLOW RATE

Peak Inflow:	**2986**	GPM
Pumping Rate:	**1900**	GPM (of single pump)
Static Head:	**183.0**	Feet
TDH:	**232.1**	Feet
TDH Calcs:	**RU Calcs**	

ACTIVE VOLUME

Max Pump Starts:	**10.00**	Starts/Hr
Cycle Time:	**6.00**	Minutes
Active Volume:	**2850.00**	Gallons
Active Volume:	**381.01**	Cu Feet
Well Shape:	**Round**	
Well Diameter:	**10**	Feet
Well Dimensions:	**N/A**	**N/A**
Cross-Section Area:	**78.54**	Sq Feet
Min. Depth Required:	**4.85**	Feet
Active Depth:	**4.90**	Feet

STORAGE VOLUME (if required)

Time:		Minutes
Flow Rate:		GPM
Volume:	**0.00**	Gallons
Volume:	**0.00**	Cu. Feet
Min. Depth Required:	**0.00**	Feet
Storage Depth:		Feet

ON-SITE POWER

Power:	**480V / 3-Phase**

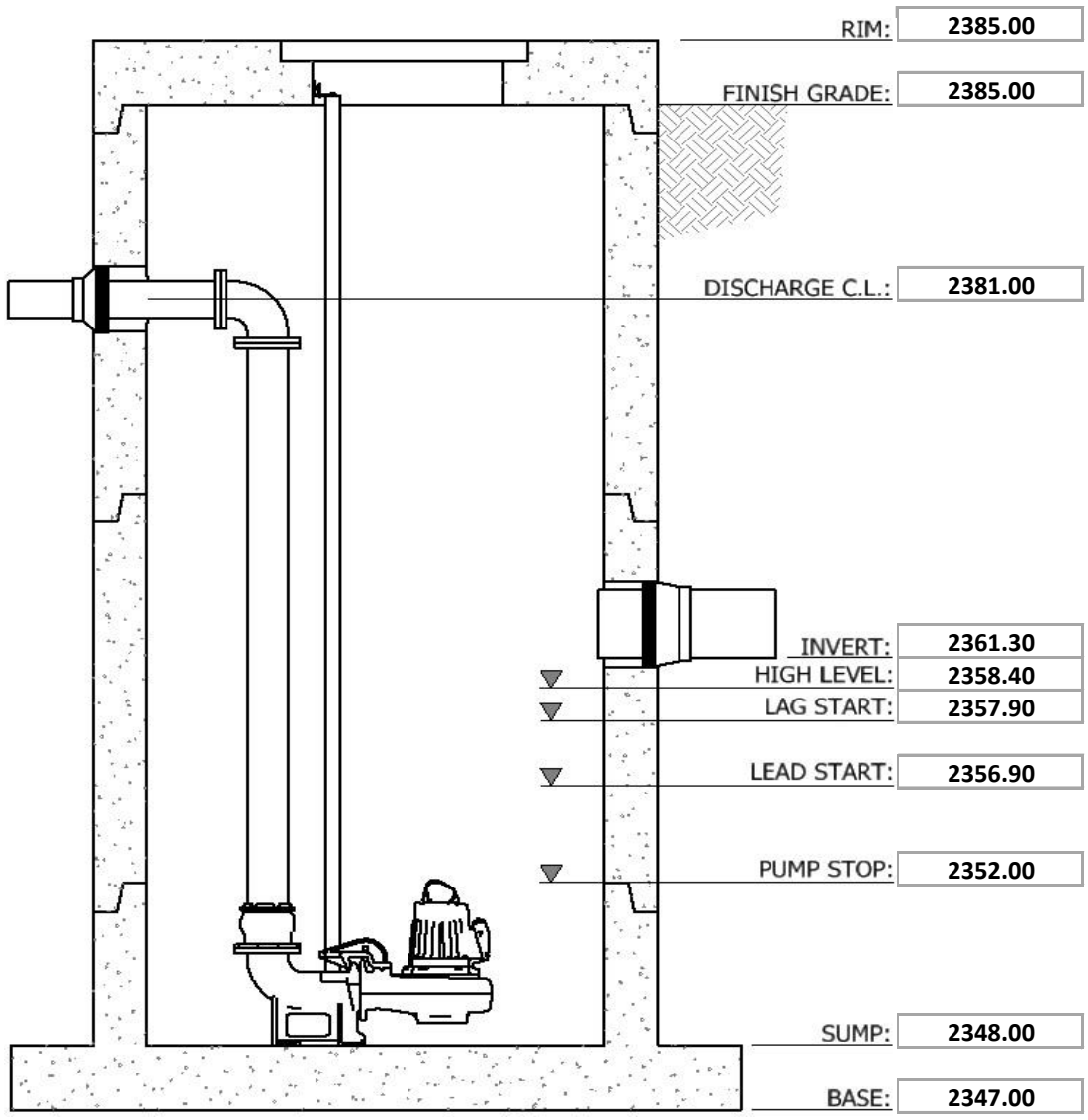
FORCE MAIN

FM Info:	**New**	**Dual FM**	
Length:	**9140**	Feet	
FM Discharge:	**2535.00**	Feet	
FM High Point:	**2535.00**	Feet	

	(1)	*(2)*	*(3)*
Nominal ID:	**6"**	**16"**	
Type/Rating:	**PVC C900 DR 18, PVC C905 DR25**		

INFLUENT PIPING

	(1)	*(2)*	*(3)*
Influent Invert:	**2361.3**		
Influent Size:			
Type:			



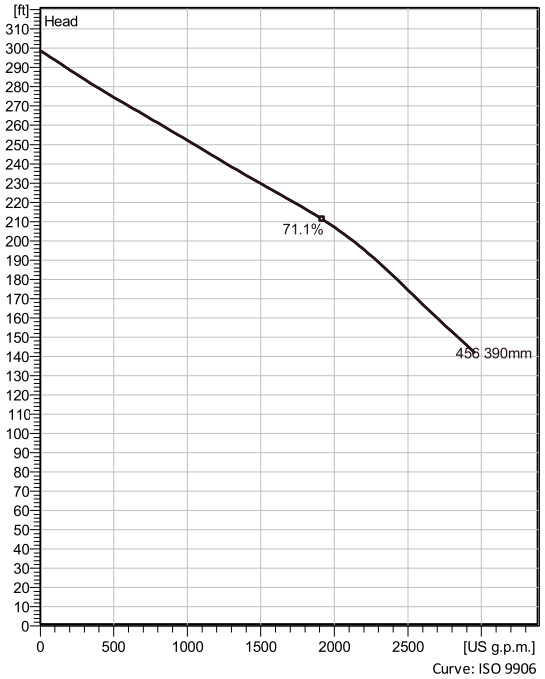
Note: Image is a preliminary representation of the pumping system.
Elevations shown are the primary factors used for sizing the wet well.
Backup levels not shown. Additional (or fewer) level settings may be required.

NP 3315 HT 3~ 456

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

Technical specification

Curves according to: Water, pure [100%],39.2 °F,62.43 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

Configuration

Motor number
N3315.095 35-45-4AA-W 160hp

Installation type
P - Semi permanent, Wet

Impeller diameter
390 mm

Discharge diameter
5 7/8 inch

Pump information

Impeller diameter
390 mm

Discharge diameter
5 7/8 inch

Inlet diameter
200 mm

Maximum operating speed
1780 rpm

Number of blades
3

Max. operating temperature
40 °F

Materials

Impeller
Hard-Iron ™

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

Technical specification

Motor - General

Motor number N3315.095 35-45-4AA-W 160hp	**Phases** 3~	**Rated speed** 1780 rpm	**Rated power** 160 hp
Approval EN	**Number of poles** 4	**Rated current** 190 A	**Stator variant** 1
Frequency 60 Hz	**Rated voltage** 460 V	**Insulation class** H	**Type of Duty** S1
Version code 095			

Motor - Technical

Power factor - 1/1 Load 0.83	**Motor efficiency - 1/1 Load** 94.7 %	**Total moment of inertia** 43.9 lb ft²	**Starts per hour max.** 15
Power factor - 3/4 Load 0.78	**Motor efficiency - 3/4 Load** 95.4 %	**Starting current, direct starting** 1120 A	
Power factor - 1/2 Load 0.68	**Motor efficiency - 1/2 Load** 95.6 %	**Starting current, star-delta** 375 A	

Project		**Created by**		**Last update**
Block	0	**Created on**	3/27/2020	

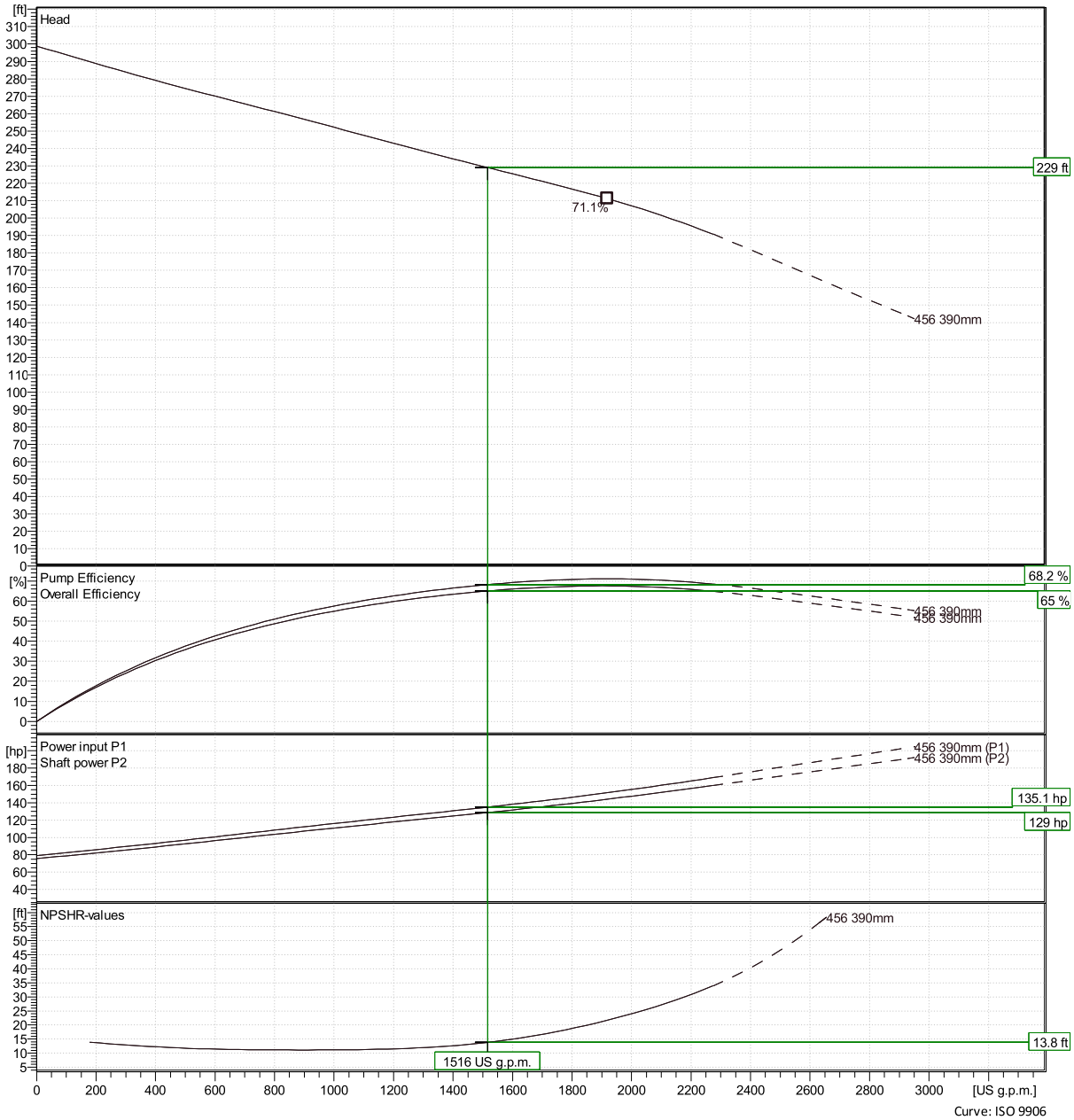
NP 3315 HT 3~ 456

Performance curve

Duty point

Flow	Head
1520 US g.p.m.	229 ft

Curves according to: Water, pure [100%],39.2 °F,62.43 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

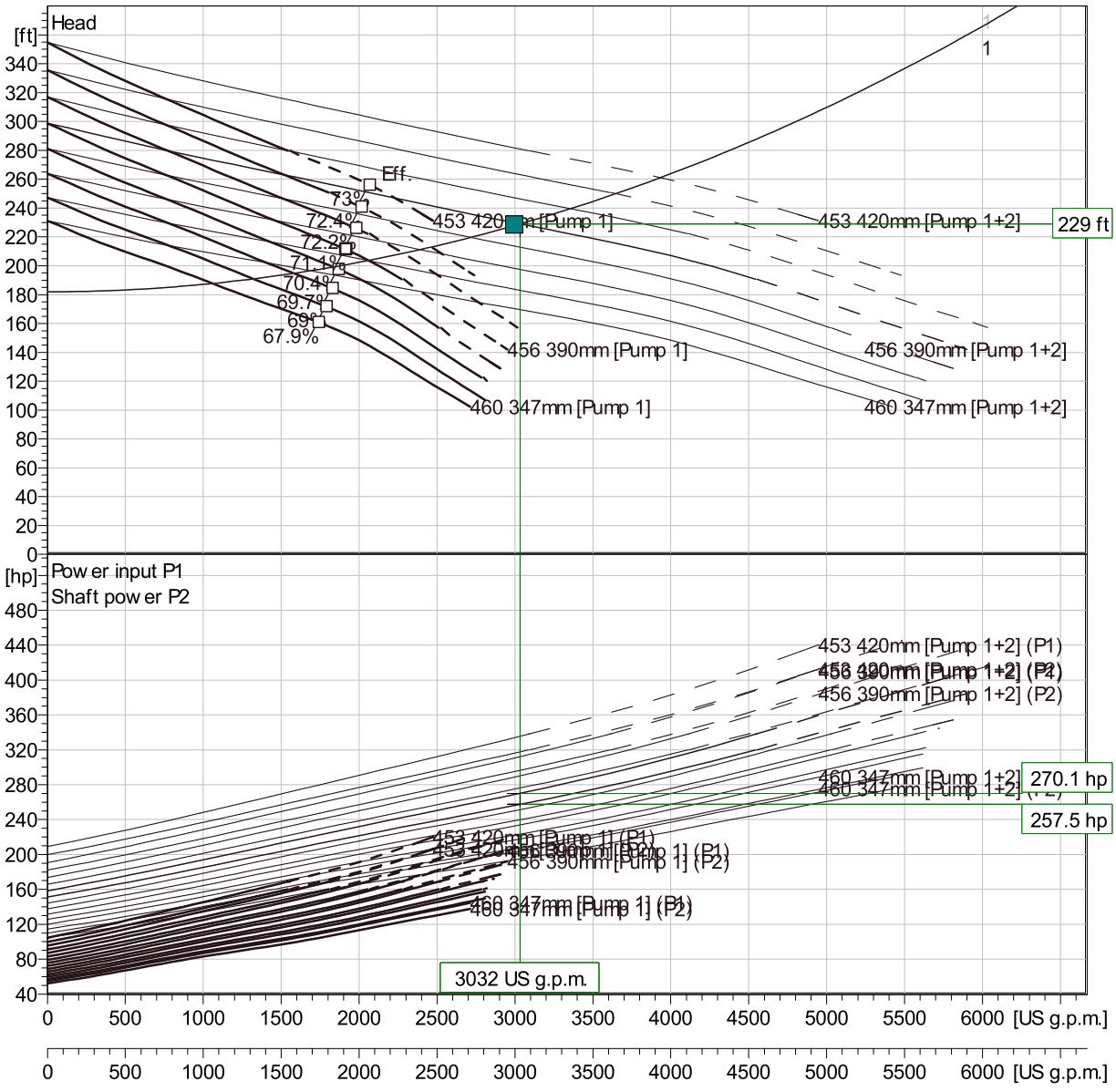
Project		Created by		Last update
Block	0	Created on	3/27/2020	

NP 3315 HT 3~ 456

Duty Analysis

FLYGT
a xylem brand

Curves according to: Water, pure [100%],39.2 °F,62.43 lb/ft³,1.6889E-5 ft²/s



Curve: ISO 9906

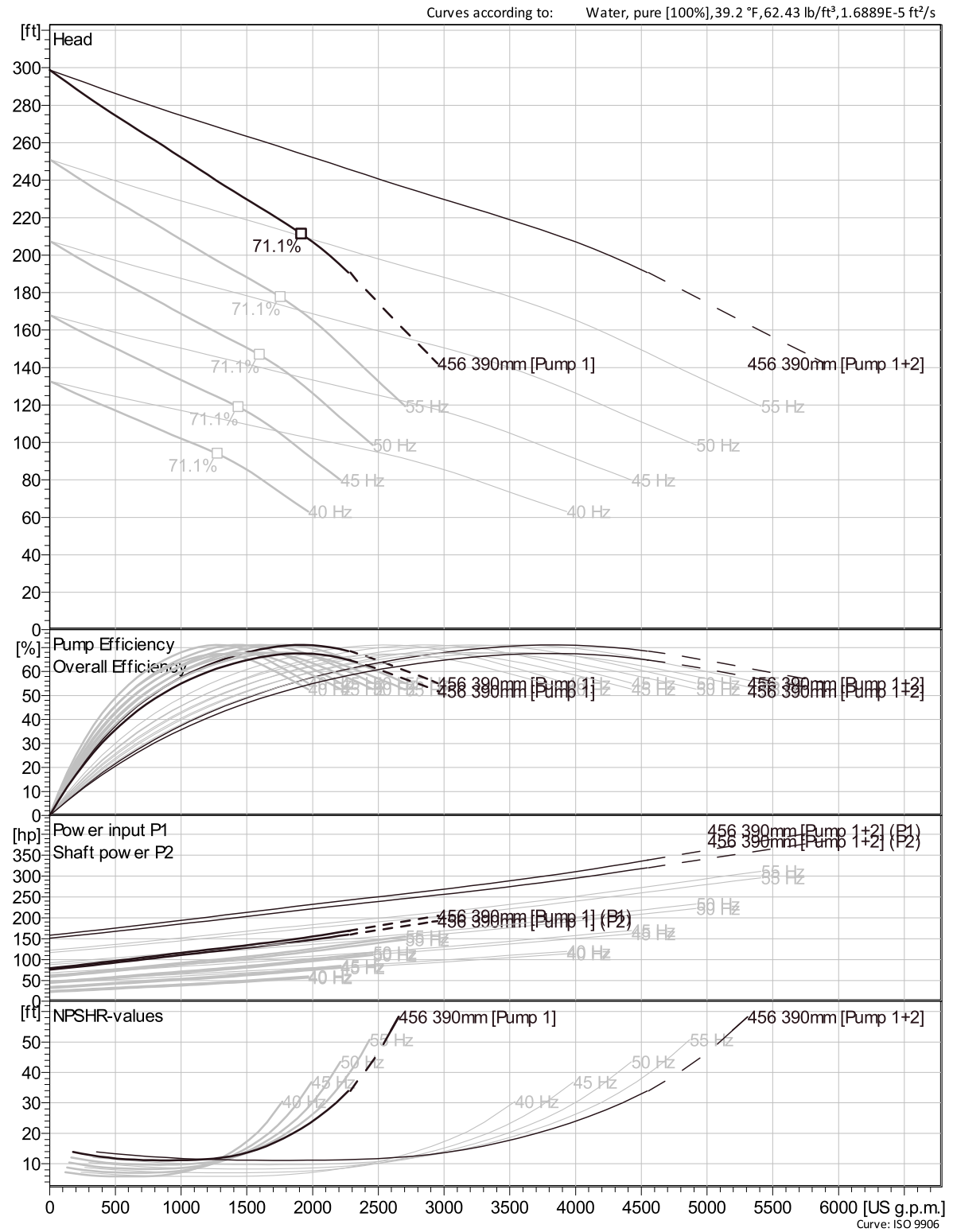
Operating characteristics

Pumps/Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHr
2 / 1	1520 US g.p.m.	229 ft	129 hp	3030 US g.p.m.	229 ft	258 hp	68.2 %	1110 kWh/US M	13.8 ft
1 / 1	2060 US g.p.m.	204 ft	150 hp	2060 US g.p.m.	204 ft	150 hp	70.7 %	955 kWh/US M	25.9 ft

Project		**Created by**		**Last update**	
Block	0	**Created on**	3/27/2020		

NP 3315 HT 3~ 456

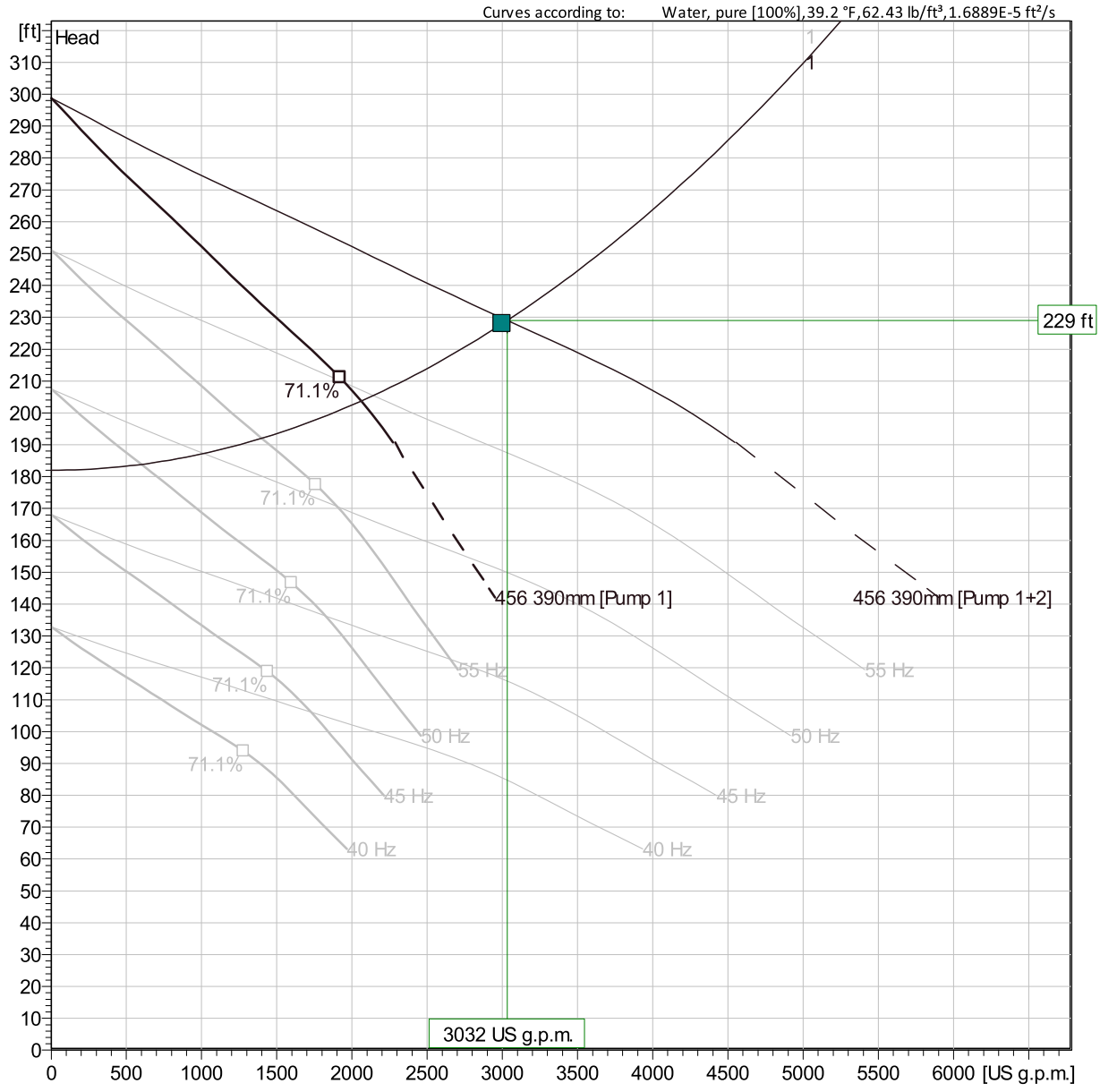
VFD Curve



Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

VFD Analysis



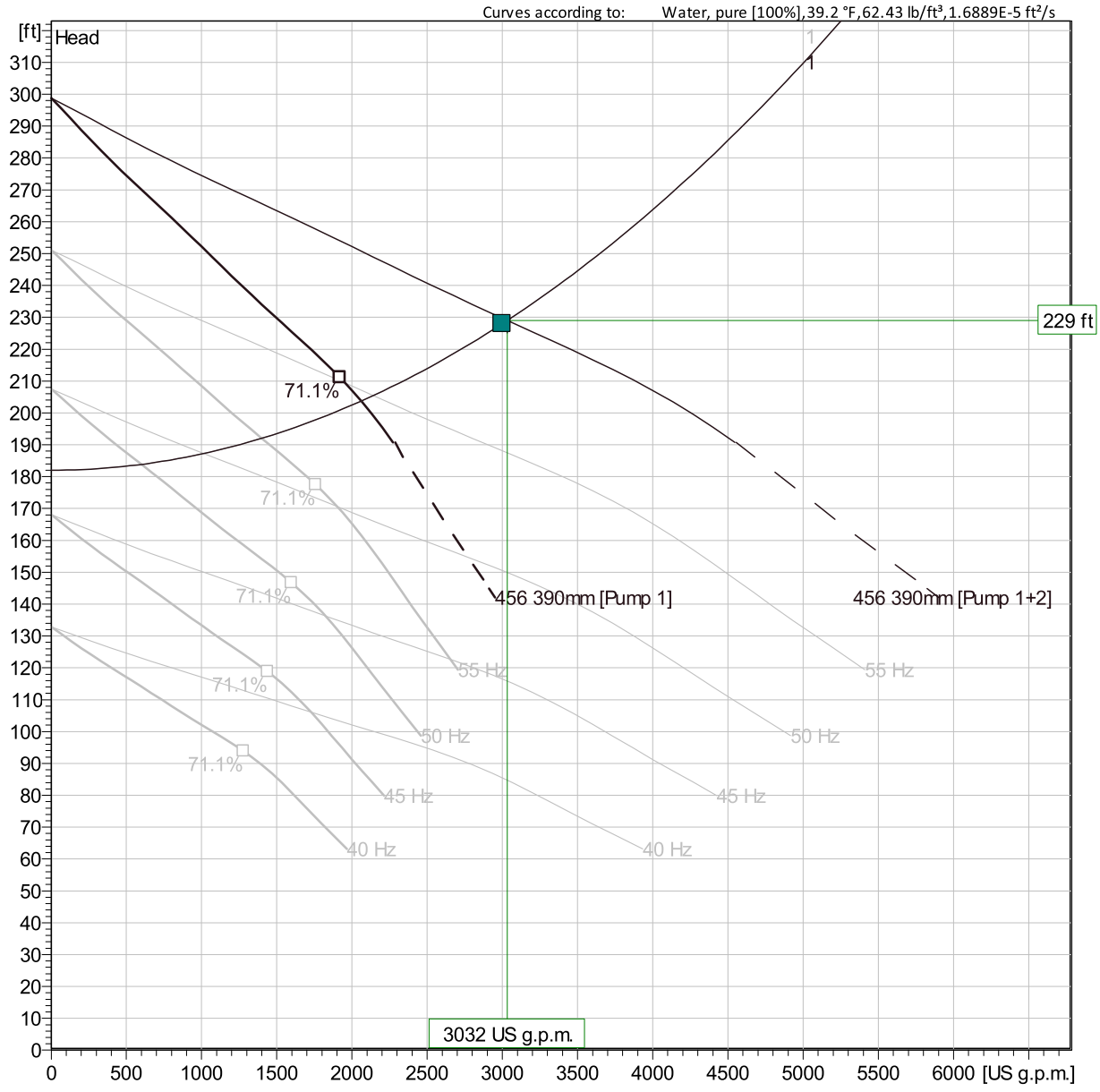
Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHr
2 / 1	60 Hz	1520 US g.p.m	229 ft	129 hp	3030 US g.p.m	229 ft	258 hp	68.2 %	1110 kWh/US M	13.8 ft
2 / 1	55 Hz	1070 US g.p.m	205 ft	89.9 hp	2140 US g.p.m	205 ft	180 hp	61.9 %	1090 kWh/US M	9.94 ft
2 / 1	50 Hz	508 US g.p.m.	187 ft	55.9 hp	1020 US g.p.m	187 ft	112 hp	43 %	1440 kWh/US M	8.53 ft
2 / 1	45 Hz									
2 / 1	40 Hz									
1 / 1	60 Hz	2060 US g.p.m	204 ft	150 hp	2060 US g.p.m	204 ft	150 hp	70.7 %	955 kWh/US M	25.9 ft

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

VFD Analysis



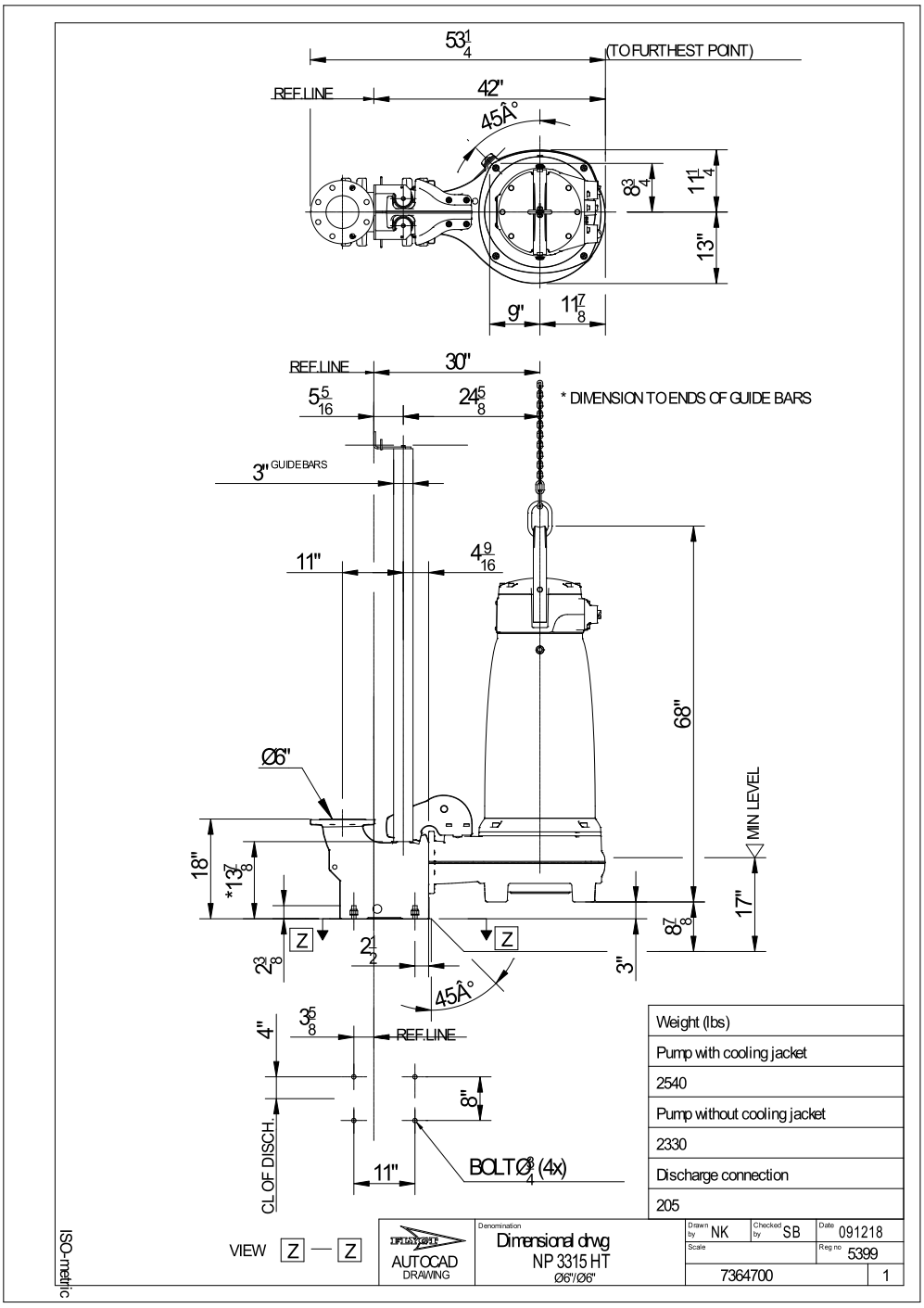
Operating Characteristics

Pumps/Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific Energy	NPSHr
1 / 1	55 Hz	1400 US g.p.m	192 ft	99.5 hp	1400 US g.p.m	192 ft	99.5 hp	68.4 %	924 kWh/US M	12.1 ft
1 / 1	50 Hz	601 US g.p.m.	184 ft	58.3 hp	601 US g.p.m.	184 ft	58.3 hp	47.9 %	1260 kWh/US M	8.38 ft
1 / 1	45 Hz									
1 / 1	40 Hz									

Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

NP 3315 HT 3~ 456

Dimensional Drawing



Project		**Created by**	**Last update**
Block	0	**Created on**	3/27/2020

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Appendix E

Sewer Improvement Plans

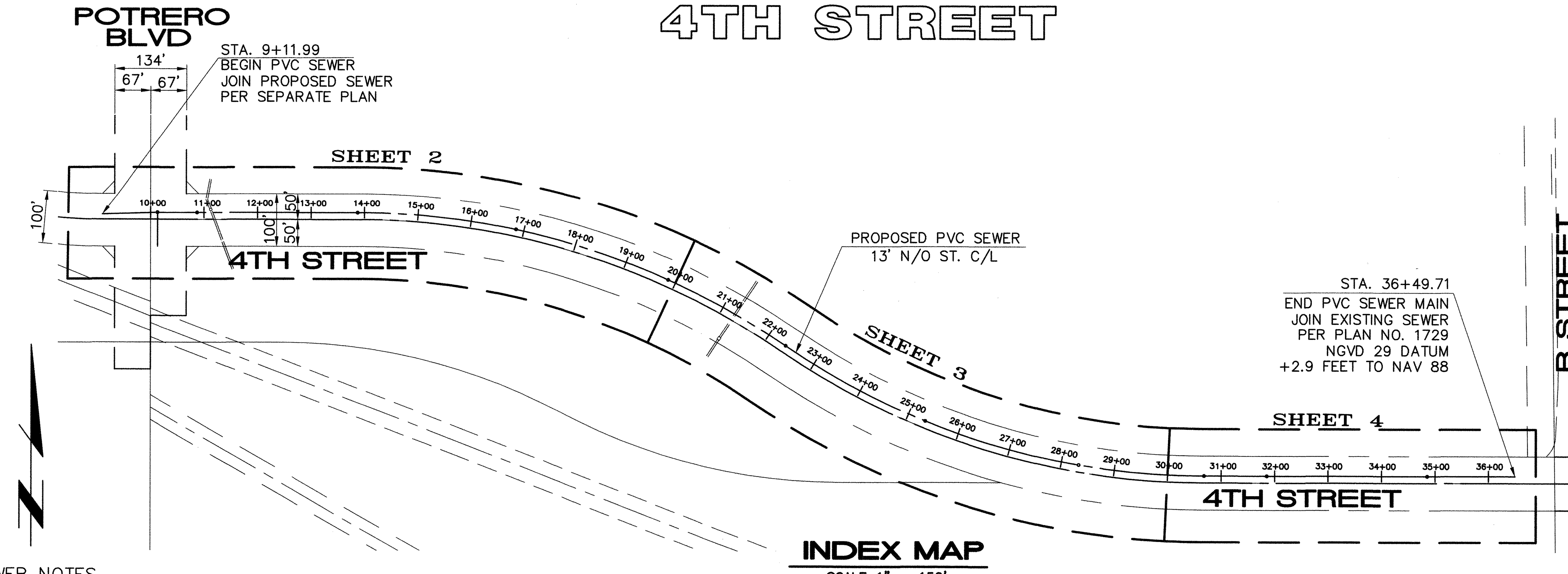
CITY OF BEAUMONT, CA
PUBLIC SEWER IMPROVEMENT PLAN
4TH STREET

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.



INDEX MAP
SCALE 1" = 150'

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO CENTIGRADE (CG).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS 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.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176.
12. 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.
13. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
14. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.

OWNER INFORMATION:

MCDONALD PROPERTY GROUP
1140 N. COAST HIGHWAY
LAGUNA BEACH, CA 92651
PHONE: (949) 999-2800
FAX: (949) 999-2839

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.

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.

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 __________, DATED ________.
5. SOILS REPORT AND RECOMMENDATIONS BY __________, DATED________.

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

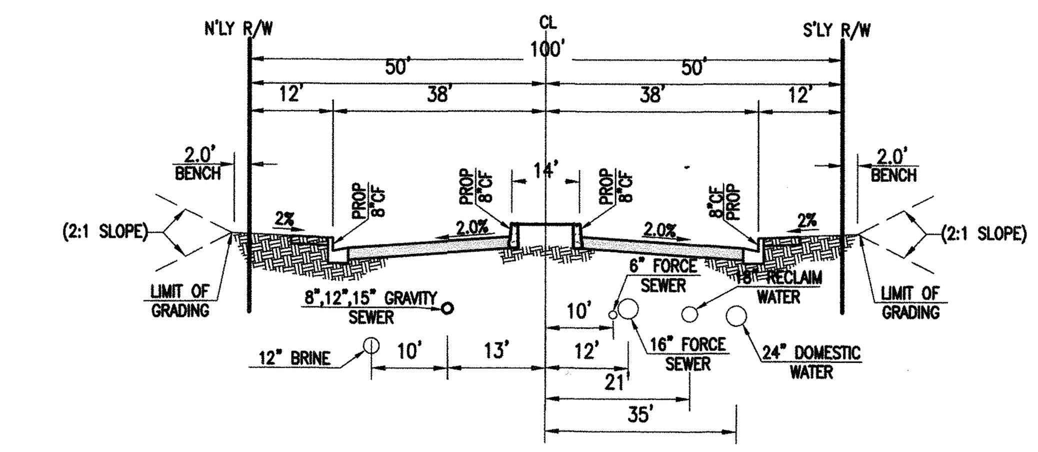
LINE TYPE LEGEND:

8"-15" GRAVITY SEWER MAIN
6" SEWER FORCE MAIN
16" SEWER FORCE MAIN
12" BRINE LINE
24" DOMESTIC WATER MAIN
18" RECLAIM WATER MAIN

"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.

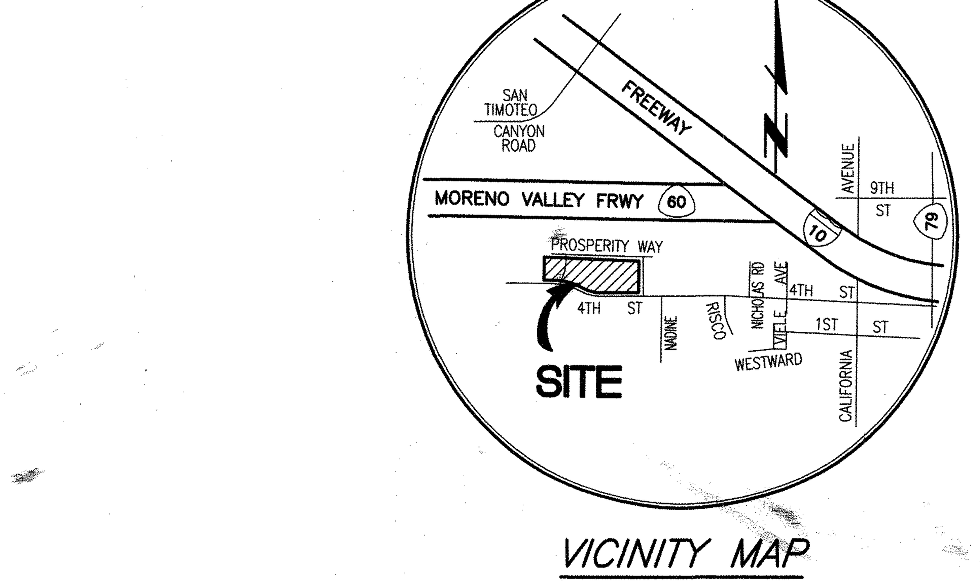
FIRM: THIENES ENGINEERING, INC
ADDRESS: 14349 FIRESTONE BLVD.
CITY, ST.: LA MIRADA, CA
TELEPHONE: 714-521-4811
BY: REINHARD STENZEL 56155 DATE: 1/28/19
(NAME OF ENGINEER & RCE)



4TH STREET
N.T.S.

NOTICE TO CONTRACTOR:
ALL WORK TO BE CONSTRUCTED PER THIS PLAN BY PREVAILING WAGES.

THIS PLAN DOES NOT INCLUDE PROPOSED SIDEWALKS, FIRE HYDRANTS, WATER MAINS, GAS LINES, ELECTRICAL LINES OR TELEPHONE LINES.



VICINITY MAP
N.T.S.

SHEET INDEX

1	TITLE SHEET
2	SEWER IMPROVEMENT PLANS STA 8+94 TO 20+00
3	SEWER IMPROVEMENT PLANS STA 20+00 TO 30+00
4	SEWER IMPROVEMENT PLANS STA 30+00 TO 36+49.71

SEWER CONSTRUCTION NOTES:

		QTY:
1	INSTALL 8" SDR26 PVC SEWER MAIN	163 LF
2	INSTALL 12" SDR26 PVC SEWER MAIN	2,438 LF
3	INSTALL 15" SDR26 PVC SEWER MAIN	119 LF
4	INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606	11 EA
5	REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN	1 EA
6	INSTALL PLUG AT END OF PIPE	1 EA

AGENCIES	TELEPHONE
AT&T	(909) 776-3914
BEAUMONT-CHERRY VALLEY WATER	(951) 845-9581
CITY OF BEAUMONT	(951) 769-8520
KINDER MORGAN	(714) 560-4400
MCI WORLDCOM	(972) 729-6016
QUESTAR LINE 90 COMPANY	(801) 324-3388
SOUTHERN CALIFORNIA EDISON	(909) 307-6770
SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7725
VERIZON	(909) 748-6646

ABBREVIATIONS:

A.B.	AGGREGATE BASE	L.P.	LOW POINT
ARCH.	ARCHITECTURAL	M.H.	MANHOLE
A.C.	ASPHALT CONCRETE	N.G.	NATURAL GRADE
B.W.	BACK OF WALK	PKWY DRAIN	PARKWAY DRAIN
B.C.R.	BEGINNING OF CURVE	P.P.	POWER POLE
B.O.P.	BOTTOM OF PIPE	PL	PROPERTY LINE
B.O.W.	BOTTOM OF WALL	P.V.C.	POLYVINYLCHLORIDE
BLDG	BUILDING	R	RATE OF GRADE
C.I.P.	CAST IRON PIPE	R.C.P.	REINFORCED CONCRETE PIPE
C.B.	CATCH BASIN	R.D.	ROOF DRAIN
CL	CENTERLINE	R/W	RIGHT OF WAY
C.L.F.	CHAIN LINK FENCE	S	SLOPE
CONC.	CONCRETE	S.F.	SQUARE FEET
C.M.B.	CRUSHED MISC. BASE	S.D.	STORM DRAIN
C.F.	CURB FACE	ST.LT.	STREET LIGHT
E.P.	EDGE OF PAVEMENT	S.W.	STEM WALL
E.C.R.	END OF CURVE	T.B.	TOP OF BERM
EXIST.	EXISTING	T.C.	TOP OF CURB
(0.00)	EXISTING ELEVATION	T.S.	TOP OF CONCRETE SLAB
F.F.	FINISH FLOOR	T.E.	TRASH ENCLOSURE
F.G.	FINISH GRADE	TRANS PAD	TRANSFORMER PAD
F.S.	FINISH SURFACE	T.F.	TOP OF FOOTING
F.H.	FIRE HYDRANT	T.G.	TOP OF GRATE
F.L.	FLOW LINE	TOE	TOE OF SLOPE
G.B.	GRADE BREAK	TOP	TOP OF SLOPE
H.C.	HANDICAP	T.O.P.	TOP OF PIPE
H	HEIGHT OF RETAINING	T.R.	TOP OF RAIL
H.P.	HIGH POINT	T.W.	TOP OF WALL
INV.	INVERT	X+XX	SEWER STATION
L.S.	LANDSCAPING	[X+XX]	STREET STATION

NOTE TO CONTRACTOR:
PRIOR TO CONSTRUCTION OF SEWER AND WATER. THE CONTRACTOR SHALL VERIFY INVERT AND LOCATION OF EXISTING UTILITIES AT POINT OF CONNECTION AND NOTIFY CIVIL ENGINEER IN CASE OF CONFLICT.

PW2018-025D

Last Update: 1/27/19
O:\3400-3499\3496\SEWER-GRAVITY\3496SEWER-GRAVITY-01.dwg

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK NO. "Q 1311"
1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH[WEST] SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG I INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.
ELEVATION = 2468.061' (NAVD '88), (STAMPED Q 1311 1978)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL 1/28/19
R.C.E. 56155 EXPIRE 12-31-20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER REINHARD STENZEL R.C.E. NO. 56155 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: A.C. (Staff Engineer) Date: 2.1.19
Recommended for Approval By: A.C. (Administrative Engineer) Date: 2.1.19
Approved By: Guadalupe D. Ojeda (City Engineer) RCE 36988 Date: 2.18.19

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
PUBLIC SEWER IMPROVEMENT PLAN
FOR
FOR
4TH STREET
FROM POTRERO TO END OF 4TH STREET
TITLE SHEET

SHEET 1 OF 4 SHEETS
FILE NO: 3251

STA 9+09.99
C/L M.H. MH
PER SEPARATE PLAN

PROPOSED GRADE

10+00.00
2415.40
STA 10+13.24
C/L M.H. NO. 1
2415.20 RIM

STA 10+87.10
C/L M.H. NO. 2
2415.39 RIM

PROPOSED GRADE

STA 13+87.10
C/L M.H. NO. 3
2419.52 RIM

PROPOSED GRADE

STA 16+85.65
C/L M.H. NO. 4
2429.54 RIM

PROPOSED GRADE

STA 19+85.54
C/L M.H. NO. 5
2443.06 RIM

MATCHLINE – STA. 20+00.00
SEE SHEET 3

STA 9+76.08
2406.44 INV.
PROP. 24" DW
STA 9+91.59
2406.34 INV.
PROP. 24" DW
1.85'
1.76'
15" PVC; ABTDN
2406.03 INV/IN
D=9.60'
STA 10+24.41
2408.94 INV.
PROP. 24" RW
1.75'
D=8.22'
STA 11+14.72
2407.67 INV.
D=6.88'
D=6.49'
D=6.89'
S=0.0181
S=0.0350
S=0.0450
S=-0.0180
S=0.0055
(S=0.0196)
PROP. 21" SEWER
PER SEP. PLAN
STA 9+11.99
2405.29 INV.
JOIN PROP.
99.25 L.F. -15" SDR26 PVC
STA 10+11.14
2405.83 INV.
STA 10+15.14
2405.93 INV.
69.96 L.F.
12" SDR26 PVC
STA 10+85.00
2407.19 INV.
STA 10+89.00
2407.29 INV.
STA 11+14.72
2406.68 TOP
EXIST 36" S.D.
1.0' CLEAR
296.00 L.F. - 12" SDR26 PVC
STA 13+85.00
2412.64 INV.
STA 13+89.00
2412.74 INV.
294.55 L.F. - 12" SDR26 PVC
STA 16+83.55
2423.05 INV.
STA. 16+87.55
2423.15 INV.
295.89 L.F. - 12" SDR26 PVC
STA 19+83.44
2436.47 INV.
STA. 19+87.44
2436.57 INV.

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

2440
2430
2420
2410
2400
9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00

POTRERO BLVD.

4TH STREET

PROP. 24" DW MAIN
8.5' WEST OF C/L
(P7-2520)
PROP. 24" DW MAIN
25.5' WEST OF C/L
(P7-2650)
PROP. 24" RW MAIN
25' EAST OF C/L
PROP. 12" BRINE LINE
51' EAST OF C/L
STA 10+87.10
C/L M.H. NO. 2
2415.39 RIM
PROP. 12" BRINE LINE
23' NORTH OF C/L
STA 13+87.10
C/L M.H. NO. 3
2419.52 RIM
STA 16+85.65
C/L M.H. NO. 4
2429.54 RIM
STA 19+85.54
C/L M.H. NO. 5
2443.06 RIM
PROP. SEWER M.H.
PER SEPARATE PLAN
STA 10+13.14
C/L M.H. NO. 1
2415.43 RIM
N 87°40'22" E
99.25'
N 89°19'22" E
494.84'
296.00'
R/W
C&G
S=0.0180
STA 9+76.08
2406.44 INV.
PROP. 24" DW
CROSSING
STA 9+91.59
2406.34 INV.
PROP. 24" DW
CROSSING
STA 10+24.41
2408.94 INV.
PROP. 24" RW
CROSSING
STA 11+14.72
EXIST. 36" SD
CROSSING
PROP. 15" SS FORCE MAIN
12' SOUTH OF C/L
PROP. 16" SS FORCE MAIN
10' SOUTH OF C/L
PROP. 24" DW MAIN
36' SOUTH OF C/L
PROP. 6" SS FORCE MAIN
10' SOUTH OF C/L
MATCHLINE – STA. 20+00.00
SEE SHEET 3

PORTION OF SECTION 8
T3S, R1W
APN 424-050-001

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR26 PVC SEWER MAIN
2. INSTALL 12" SDR26 PVC SEWER MAIN
3. INSTALL 15" SDR26 PVC SEWER MAIN
4. INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606
5. REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN
6. INSTALL PLUG AT END OF PIPE

● *APPLICABLE THIS SHEET*

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

CURVE DATA TABLE

○	△	R	L	T
1	11°56'38"	1413.00'	294.55'	147.81'
2	11°59'38"	1413.00'	295.89'	148.49'
3	10°03'23"	1413.00'	248.01'	124.32'

Last Update: 1/27/19
O:\3400-3499\3496\SEWER-GRAVITY\3496SEWER-GRAVITY-02.dwg

DIGALERT
Call 2 Working Days Before You Dig
811

BENCHMARK:

NATIONAL GEODETIC SURVEY BENCHMARK NO. "Q 1311"

1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH(WEST) SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07), ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3068 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07' IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.

ELEVATION = 2468.061' (NAVD '88), (STAMPED Q 1311 1978)

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
1/28/19 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER · REINHARD STENZEL · R.C.E. NO. 56155 · Exp. 12-31-20 · CIVIL · STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT · CALIFORNIA · INC. NOV. 18, 1912

Reviewed By: [signature] Staff Engineer Date: 2.1.19
Recommended for Approval By: [signature] Administrative Engineer Date: 2.1.19
Approved By: [signature] City Engineer/Director of Public Works RCE 36488 Date: 2.18.19

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

CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN AND PROFILE

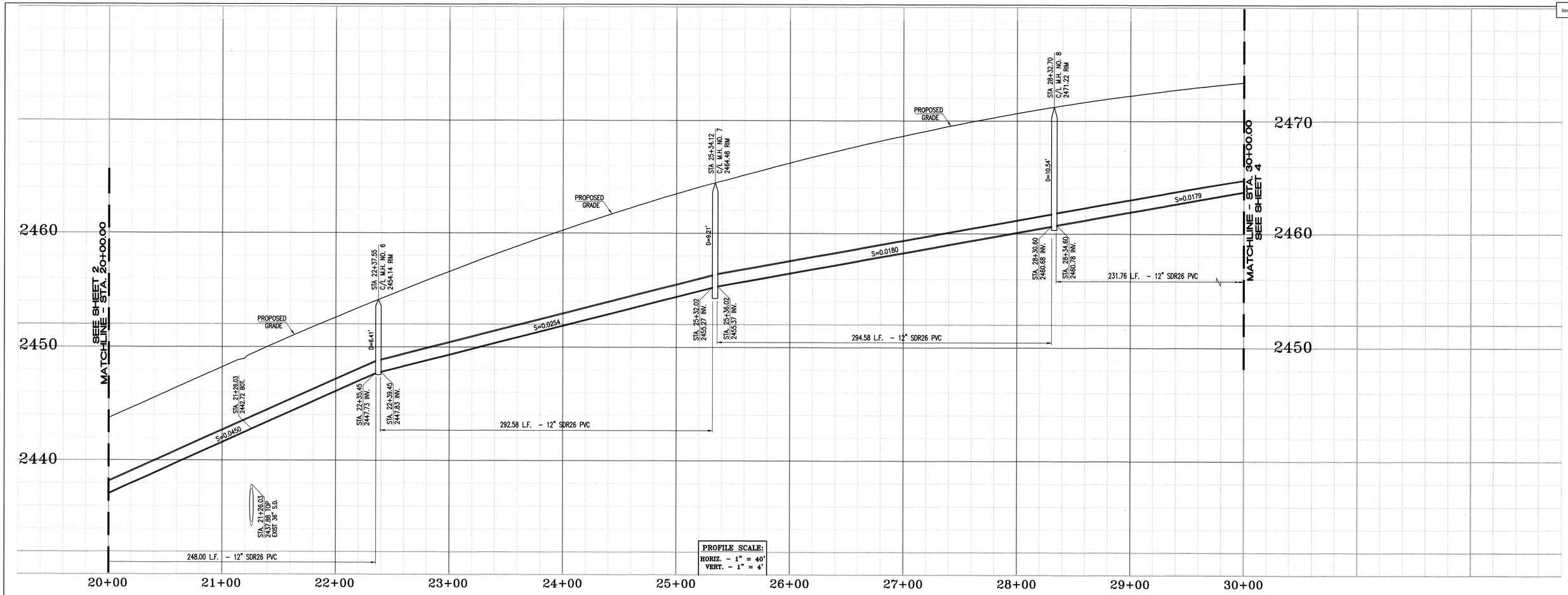
FOR

4TH STREET

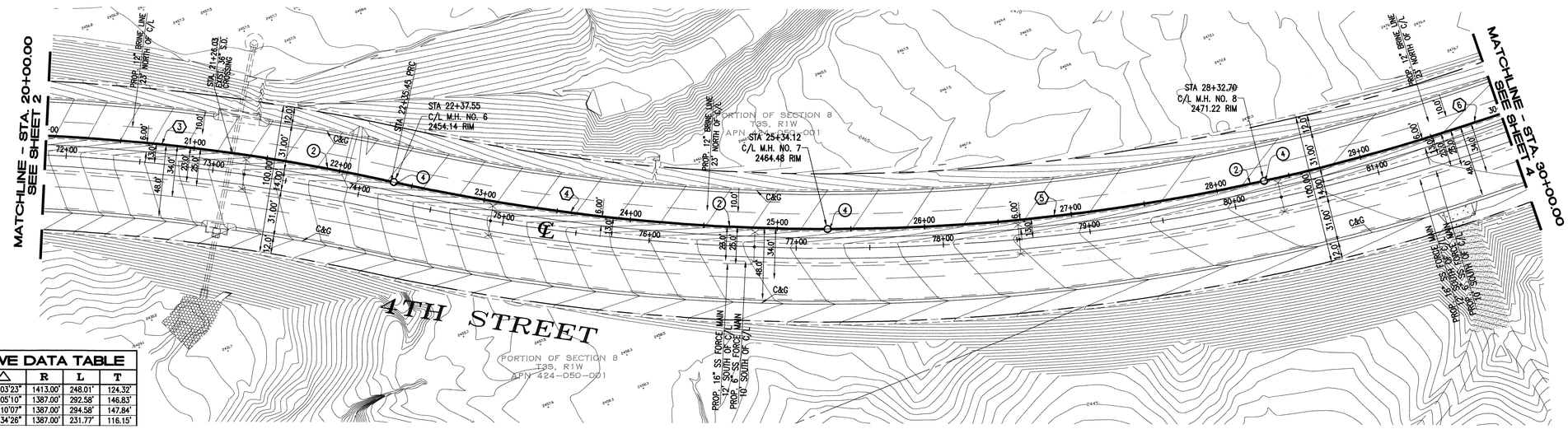
FROM POTRERO TO END OF 4TH STREET

STA. 8+94 TO STA. 20+00

SHEET 2 OF 4 SHEETS
FILE NO: 3251



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

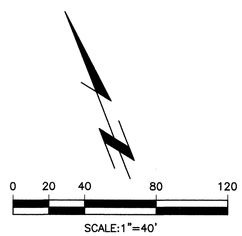


SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR26 PVC SEWER MAIN
2. ● INSTALL 12" SDR26 PVC SEWER MAIN
3. INSTALL 15" SDR26 PVC SEWER MAIN
4. ● INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606
5. REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN
6. INSTALL PLUG AT END OF PIPE

● *APPLICABLE THIS SHEET*

CURVE DATA TABLE				
⬡	△	R	L	T
3	10°03'23"	1413.00'	248.01'	124.32'
4	12°05'10"	1387.00'	292.58'	146.83'
5	12°10'07"	1387.00'	294.58'	147.84'
6	09°34'26"	1387.00'	231.77'	116.15'



Last Update: 1/27/19
O:\3400-3499\3496\SEWER-GRAVITY\3496SEWER-GRAVITY-03.dwg

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:

NATIONAL GEODETIC SURVEY BENCHMARK NO. "Q 1311"

1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTHWEST SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.081', USED HEREON.

ELEVATION = 2468.081' (NAVD '88), (STAMPED Q 1311 1978)

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ENGINEER		REVISIONS	CITY	

COMPANY NAME
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PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
1/22/19 DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY of BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: _____ Date: 2.1.19
Staff Engineer

Recommended for Approval By: _____ Date: 2.1.19
Administrative Engineer

Approved By: _____ Date: 2.18.19
City Engineer/Director of Public Works
RCE 36198

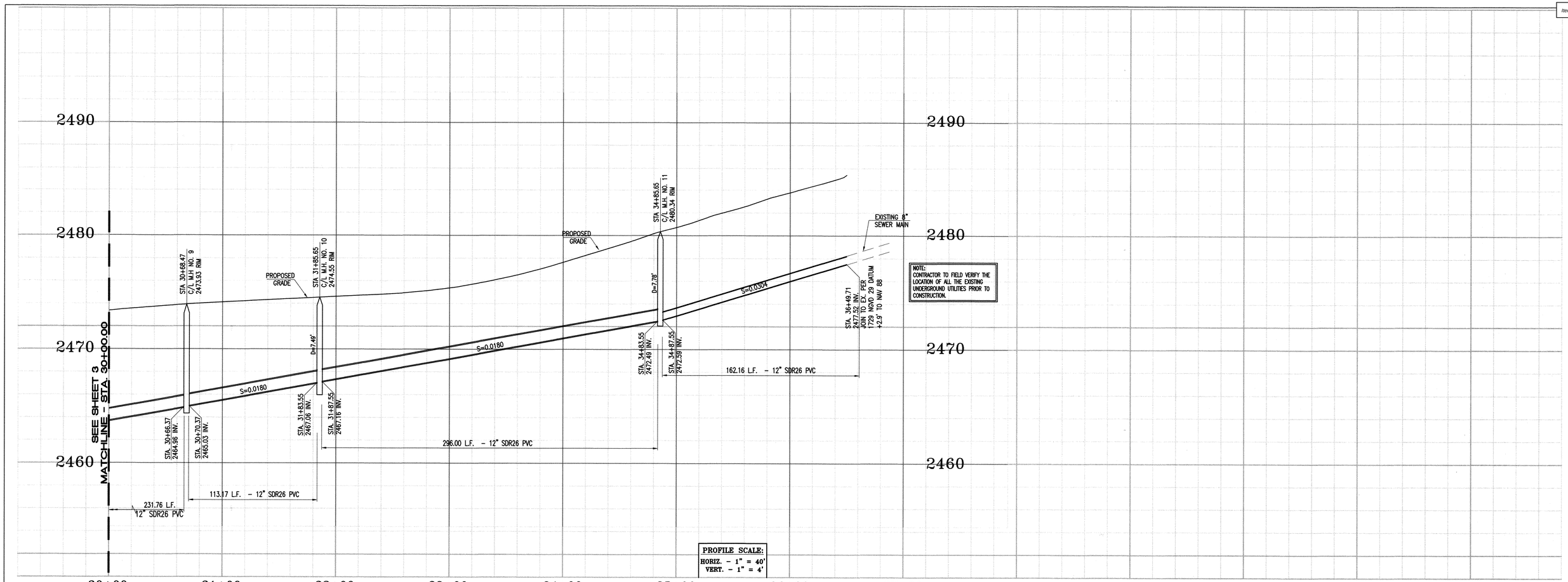
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN AND PROFILE
FOR
4TH STREET
FROM POTRERO TO END OF 4TH STREET

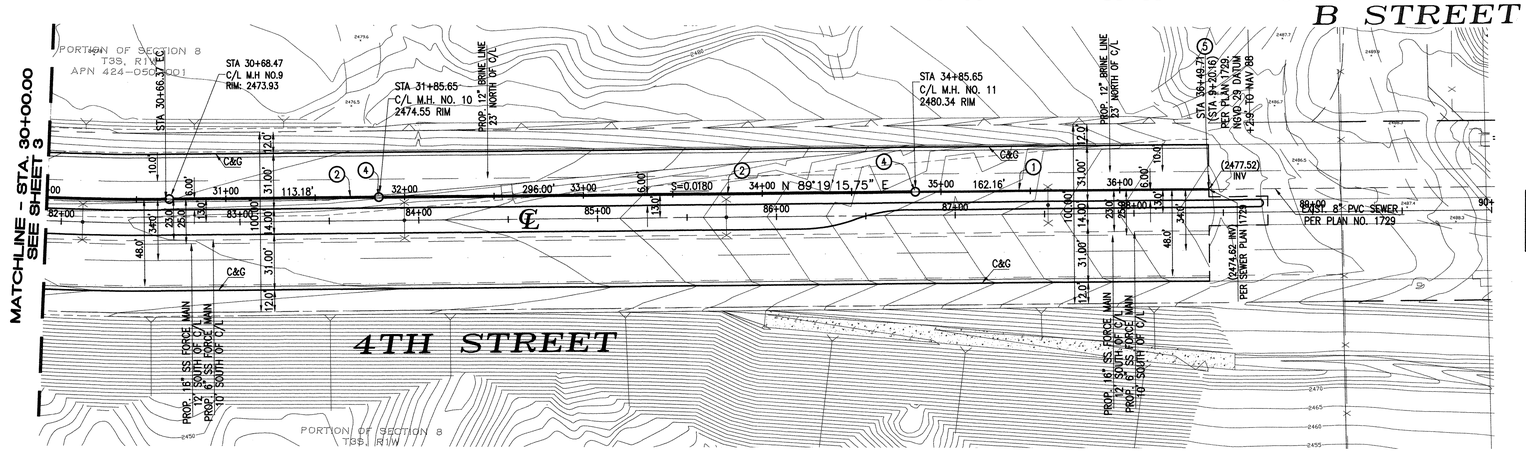
STA. 20+00 TO STA. 30+00

SHEET 3 OF 4 SHEETS
FILE NO: 3251



NOTE:
CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL THE EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

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

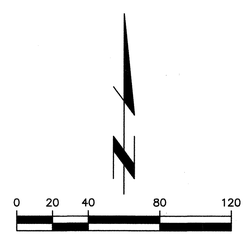


NOTE:
CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL THE EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

SEWER CONSTRUCTION NOTES:

- (1) INSTALL 8" SDR26 PVC SEWER MAIN
- (2) INSTALL 12" SDR26 PVC SEWER MAIN
- (3) INSTALL 15" SDR26 PVC SEWER MAIN
- (4) INSTALL 48" SEWER MANHOLE PER COUNTY OF RIVERSIDE STD. 606
- (5) REMOVE EXISTING PLUG AND JOIN EXISTING 8" SEWER MAIN
- (6) INSTALL PLUG AT END OF PIPE

● *APPLICABLE THIS SHEET*



Last Update: 1/27/19
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CITY of BEAUMONT · CALIFORNIA · INC. NOV. 18, 1912

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ENGINEERING DIVISION
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CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN AND PROFILE

FOR

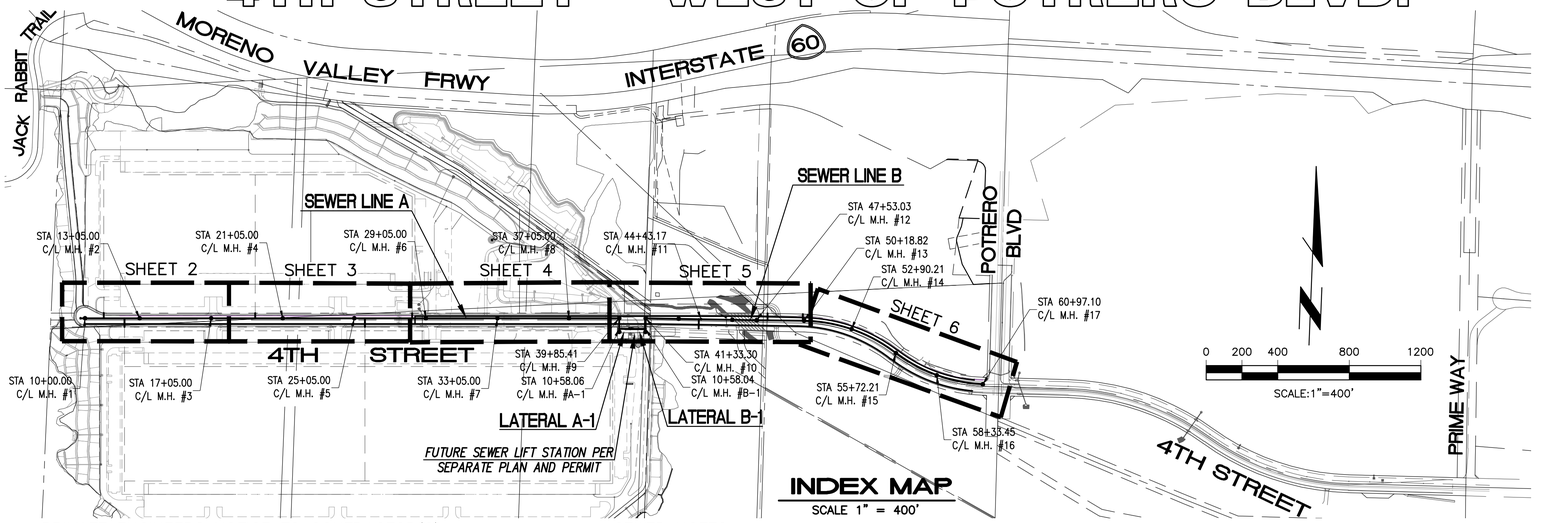
4TH STREET

FROM POTRERO TO END OF 4TH STREET

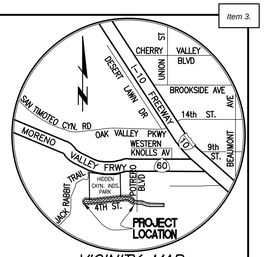
STA. 30+00 TO STA. 36+49.71

SHEET 4 OF 4 SHEETS
FILE NO: 3251

CITY OF BEAUMONT, CA
PUBLIC SEWER IMPROVEMENT PLAN
4TH STREET - WEST OF POTRERO BLVD.



INDEX MAP
SCALE 1" = 400'



VICINITY MAP

SHEET INDEX

1	TITLE SHEET
2	SEWER LINE 'A' PLAN & PROFILE STA 9+74.00 TO STA 19+00.00
3	SEWER LINE 'A' PLAN & PROFILE STA 19+00.00 TO STA 28+00.00
4	SEWER LINE 'A' PLAN & PROFILE STA 28+00.00 TO STA 39+00.00
5	SEWER LINE 'A' PLAN & PROFILE STA 39+00.00 TO STA 39+85.41 SEWER LINE 'B' PLAN & PROFILE STA 41+33.30 TO STA 50+00.00
6	SEWER LINE 'B' PLAN & PROFILE STA 50+00.00 TO STA 60+99.10
7	SEWER LATERAL 'A-1' PLAN & PROFILE STA 10+00.00 TO 11+34.96 SEWER LATERAL 'B-1' PLAN & PROFILE STA 10+00.00 TO 11+39.69

SEWER CONSTRUCTION NOTES:

		QTY:
1	INSTALL 6" SDR26 PVC SEWER LATERAL	364 LF
2	INSTALL 15" SDR26 PVC SEWER MAIN	2,062 LF
3	INSTALL 12" SDR26 PVC SEWER MAIN	3,093 LF
4	INSTALL 48" SEWER MANHOLE PER E.M.W.D. SB-53	20 EA
5	INSTALL PLUG AT END OF PIPE	12 EA
6	REMOVE EXISTING PLUG AND JOIN EXISTING 15" SEWER MAIN	1 EA
7	INSTALL CLEAN OUT PER E.M.W.D. SB-52	10 EA

AGENCIES — TELEPHONE

BEAUMONT-CHERRY VALLEY WATER..... (951) 845-9581
CITY OF BEAUMONT..... (951) 769-8520
KINDER MORGAN..... (951) 712-8842
MCI WORLDCOM..... (972) 729-6016
QUESTAR PIPELINE COMPANY..... (307) 352-7115
SOUTHERN CALIFORNIA EDISON..... (909) 307-6710
SOUTHERN CALIFORNIA GAS COMPANY..... (909) 335-7755
FRONTIER COMMUNICATIONS..... (909) 217-0116

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.

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.

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.

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 16-PP-02, DATED 9/16/2016
5. SOILS REPORT AND RECOMMENDATIONS BY KLING CONSULTING GROUP, DATED 5/1/2017,

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

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT). FORCE MAIN PROFILE ELEVATIONS ARE TO TOP OF PIPE (TOP).
3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VCP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMWD STANDARDS AND SPECIFICATIONS.
4. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
5. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
6. ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-52. IN ADDITION, FOR LATERALS SERVING INDUSTRIAL AND/OR COMMERCIAL DEVELOPMENTS, THE REQUIREMENTS FOR SAMPLING AND/OR PRETREATMENT FACILITIES SHALL BE DETERMINED BY CONTRACTING THE BUILDING AND SAFETY DEPARTMENT.
7. MAINLINE CLEANOUTS, WHERE CALLED FOR ON THE PLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
8. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
9. ALL SEWER INLETS 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.
10. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
11. SEWER LATERALS SHALL BE CONSTRUCTED IN ACCORDANCE WITH SB-177. LOCATIONS OF WYES AND LATERALS, WHERE NOT SHOWN ON THE PLANS, ARE TO BE DETERMINED IN THE FIELD PRIOR TO CONSTRUCTION TO MISS DRIVEWAYS. ALL LATERALS ARE TO BE 4" IN DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. CONNECTIONS OF NEW LATERALS TO EXISTING SEWER ARE TO BE PER STANDARD DRAWING SB-176.
12. 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.
13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR ABSORPTION RESISTANCE PER EMWD'S SPECIFICATIONS.
14. BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
15. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
16. ALL MANHOLE AND CLEANOUT COVERS WITHIN PAVED AREAS SHALL BE ADJUSTED TO FINISHED GRADES AFTER PAVING IS COMPLETED; AND SUCH ADJUSTMENTS SHALL BE DONE IN A MANNER AS TO PREVENT ENTRY OF SILT AND/OR DEBRIS INTO THE SEWER SYSTEM. A CONCRETE COLLAR AROUND SEWER MANHOLES 12" THICK AND 12" WIDE MUST BE PROVIDED.

LINE TYPE LEGEND:

PROPOSED GRAVITY SEWER MAIN	SF
PROPOSED SEWER FORCE MAIN	SF
PROPOSED DOMESTIC WATER MAIN	DW
PROPOSED RECLAIM WATER MAIN	RW
EXISTING GRAVITY SEWER MAIN	(SS)
EXISTING DOMESTIC WATER MAIN	(DW)
EXISTING RECLAIM WATER MAIN	(RW)
EXISTING SEWER FORCE MAIN	(SF)

NOTICE TO CONTRACTOR:
ALL WORK TO BE CONSTRUCTED PER THIS PLAN BY PREVAILING WAGES.

THIS PLAN DOES NOT INCLUDE PROPOSED SIDEWALKS, FIRE HYDRANTS, WATER MAINS, GAS LINES, ELECTRICAL LINES OR TELEPHONE LINES.

NOTE TO CONTRACTOR:
PRIOR TO CONSTRUCTION OF SEWER THE CONTRACTOR SHALL VERIFY INVERT AND LOCATION OF EXISTING UTILITIES AT POINT OF CONNECTION AND NOTIFY CIVIL ENGINEER IN CASE OF CONFLICT.

"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: THIENES ENGINEERING INC.
ADDRESS: 14349 FIRESTONE BLVD
CITY, ZIP: LA MIRADA, CA 90638
TELEPHONE: (714) 521-4811
BY: _____ DATE: _____
REINHARD STENZEL RCE 56155

ABBREVIATIONS:

A.B.	AGGREGATE BASE	L.P.	LOW POINT
ARCH.	ARCHITECTURAL	M.H.	MANHOLE
A.C.	ASPHALT CONCRETE	N.G.	NATURAL GRADE
B.W.	BACK OF WALK	PKWY DRAIN	PARKWAY DRAIN
B.C.R.	BEGINNING OF CURVE	P.P.	POWER POLE
B.O.P.	BOTTOM OF PIPE	℄	PROPERTY LINE
B.O.W.	BOTTOM OF WALL	P.V.C.	POLYVINYLCHLORIDE
BLDG	BUILDING	R	RATE OF GRADE
C.I.P.	CAST IRON PIPE	R.C.P.	REINFORCED CONCRETE PIPE
C.B.	CATCH BASIN	R.D.	ROOF DRAIN
℄	CENTERLINE	R/W	RIGHT OF WAY
C.L.F.	CHAIN LINK FENCE	S	SLOPE
CONC.	CONCRETE	S.F.	SQUARE FEET
C.M.B.	CRUSHED MISC. BASE	S.D.	STORM DRAIN
C.F.	CURB FACE	ST.LT.	STREET LIGHT
E.P.	EDGE OF PAVEMENT	S.W.	STEM WALL
E.C.R.	END OF CURVE	T.B.	TOP OF BERM
EXIST.	EXISTING	T.C.	TOP OF CURB
(0.00)	EXISTING ELEVATION	T.S.	TOP OF CONCRETE SLAB
F.F.	FINISH FLOOR	T.E.	TRASH ENCLOSURE
F.O.	FIBER OPTIC	TRANS PAD	TRANSFORMER PAD
F.G.	FINISH GRADE	T.F.	TOP OF FOOTING
F.S.	FINISH SURFACE	T.G.	TOP OF GRATE
F.H.	FIRE HYDRANT	TOE	TOE OF SLOPE
F.L.	FLOW LINE	TOP	TOP OF SLOPE
G.B.	GRADE BREAK	T.O.P.	TOP OF PIPE
H.C.	HANDICAP	T.R.	TOP OF RAIL
H	HEIGHT OF RETAINING	T.W.	TOP OF WALL
H.P.	HIGH POINT	X+XX	SEWER STATION
INV.	INVERT	[X+XX]	STREET STATION
L.S.	LANDSCAPING		

OWNER INFORMATION:

MCDONALD PROPERTY GROUP
1140 N. COAST HIGHWAY
LAGUNA BEACH, CA 92651
PHONE: (949) 999-2800
FAX: (949) 999-2839

LEGAL DESCTIPTION:

DAVID RICKER (WEST OF PORTRERO):
A STRIP OF LAND, 100.00 FEET IN WIDTH, SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING ALSO A PORTION OF THE LAND DESCRIBED IN THAT CERTAIN DEED RECORDED OCTOBER 1, 2008 AS DOCUMENT NO. 2008-0533024, OF OFFICIAL RECORDS OF SAID COUNTY.

LASSEN DEVELOPMENT PARTNERS (EAST OF PM NO. 36426):
THAT CERTAIN LAND DESCRIBED IN IRREVOCABLE RIGHT OF WAY OFFER OF DEDICATION TO THE CITY OF BEAUMONT, BEING A PORTION OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED JUNE 2, 2016 AS DOCUMENT NO. 2016-0227312, OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL MAP NO. 36426
BEING A SUBDIVISION OF A PORTION OF THE NORTH HALF OF SECTION 7 AND THE SOUTHWEST QUARTER OF SECTION 6, BOTH OF TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERARDINO MERIDIAN, AS RECORDED MARCH 16, 2017, AS DOCUMENT NO. 2017-0108002, OF OFFICIAL RECORDS OF SAID COUNTY.

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK NO. "D 1311"
1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH(WEST) SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG I INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.
ELEVATION = 2468.061' (NAVD 88), (STAMPED D 1311 1978)

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CNPP" AND "MOJC", BOTH PUBLISHED ON CSRC DATA SHEETS, BEING N 86°04'01.17163" E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

SEAL: REGISTERED PROFESSIONAL ENGINEER — REINHARD STENZEL — R.C.E. NO. 56155 Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY OF BEAUMONT, CALIFORNIA — CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Date: _____ Staff Engineer
Recommended for Approval By: _____ Date: _____ Administrative Engineer
Approved By: _____ Date: _____ City Engineer/Director of Public Works

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

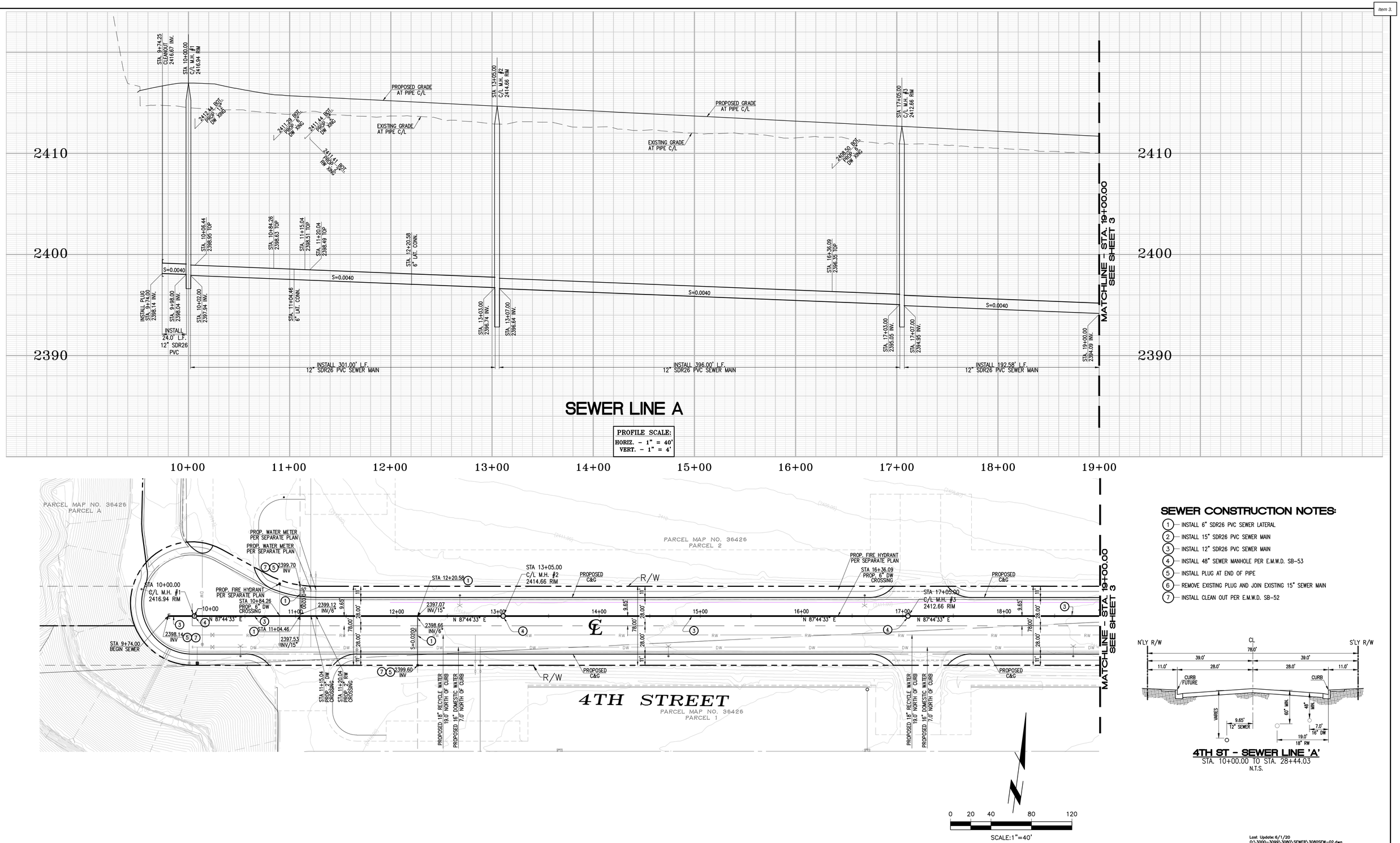
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENT PLAN
FOR
4TH STREET WEST OF POTRERO BLVD.

TITLE SHEET

SHEET 1 OF 7 SHEETS
FILE NO: PW2020-0430

Last Updated:6/1/20
O:\3000-3099\3080\SEWER\3080SEW-01.dwg



SEWER LINE A

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

SEWER CONSTRUCTION NOTES:

1. INSTALL 6" SDR26 PVC SEWER LATERAL
2. INSTALL 15" SDR26 PVC SEWER MAIN
3. INSTALL 12" SDR26 PVC SEWER MAIN
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6. REMOVE EXISTING PLUG AND JOIN EXISTING 15" SEWER MAIN
7. INSTALL CLEAN OUT PER E.M.W.D. SB-52

4TH ST - SEWER LINE 'A'
STA. 10+00.00 TO STA. 28+44.03
N.T.S.

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

Last Update: 6/1/20
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CITY OF BEAUMONT
CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

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City Engineer/Director of Public Works

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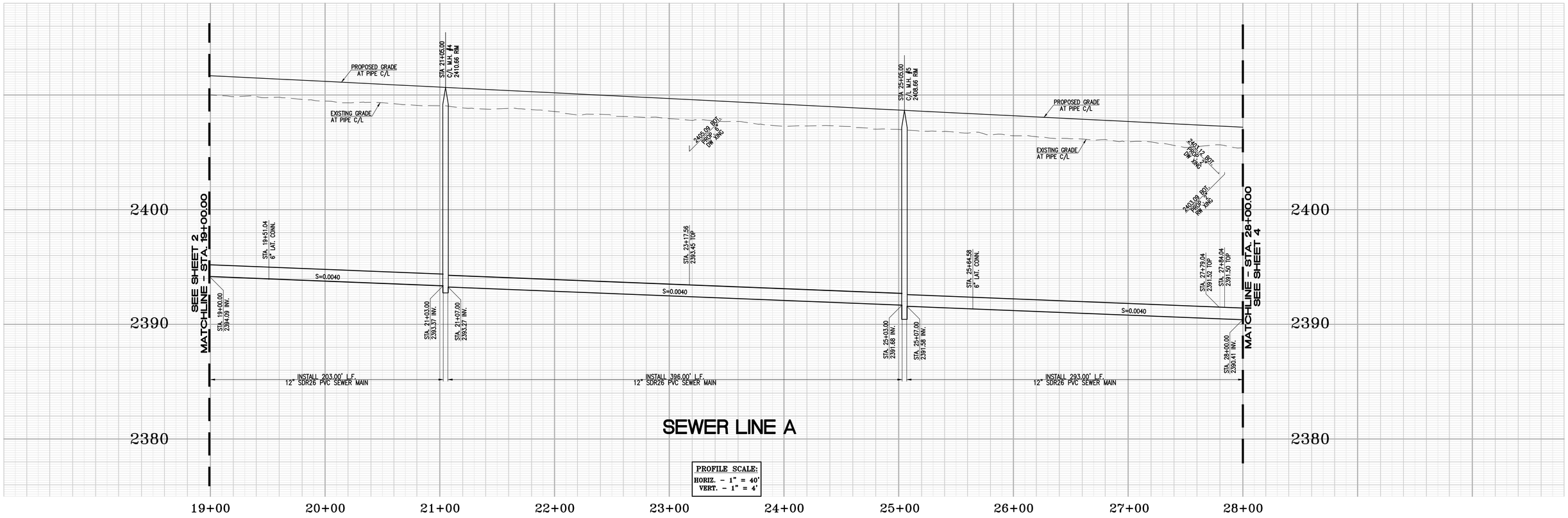
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS

STA. 10+00.00 TO STA. 19+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

PLAN & PROFILE

SHEET 2 OF 7 SHEETS
FILE NO: PW2020-0430



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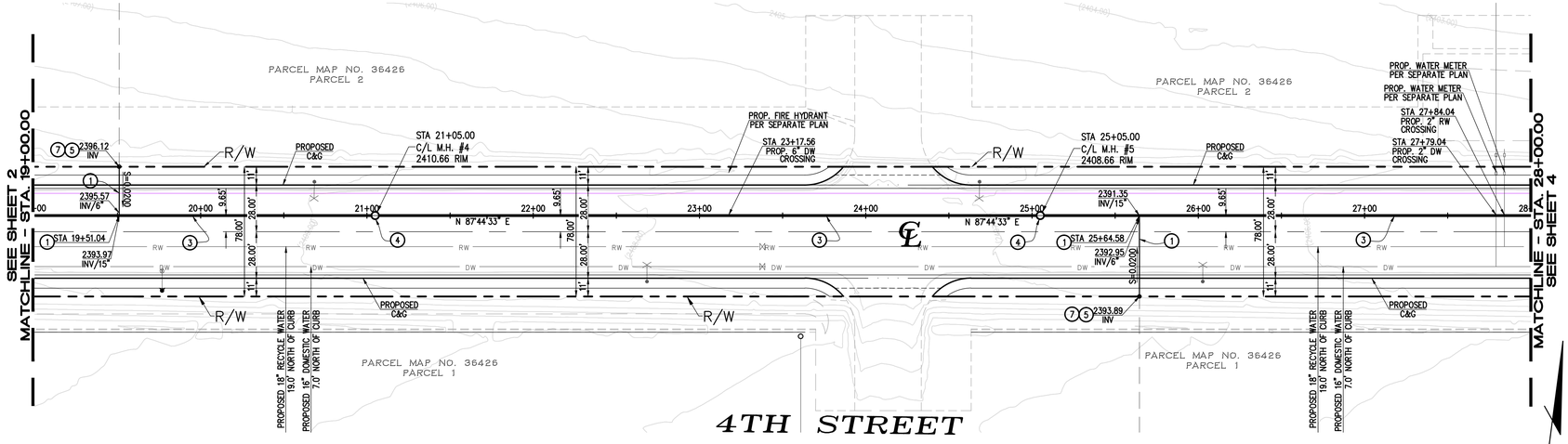

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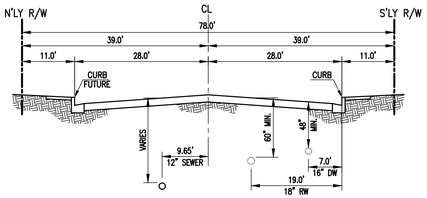

4TH ST - SEWER LINE 'A'
STA. 10+00.00 TO STA. 28+44.03
N.T.S.

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

Last Update: 6/1/20
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
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14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

SEAL: REGISTERED PROFESSIONAL ENGINEER · REINHARD STENZEL · R.C.E. NO. 56155 · Exp. 12-31-20 · CIVIL · STATE OF CALIFORNIA

DESIGN BY: J.P.
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CHECKED BY: R.S.
SCALE:
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CITY OF BEAUMONT · CALIFORNIA · INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: _____
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Approved By: _____ City Engineer/Director of Public Works Date: _____

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ENGINEERING DIVISION
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PLAN & PROFILE

SHEET 3 OF 7 SHEETS
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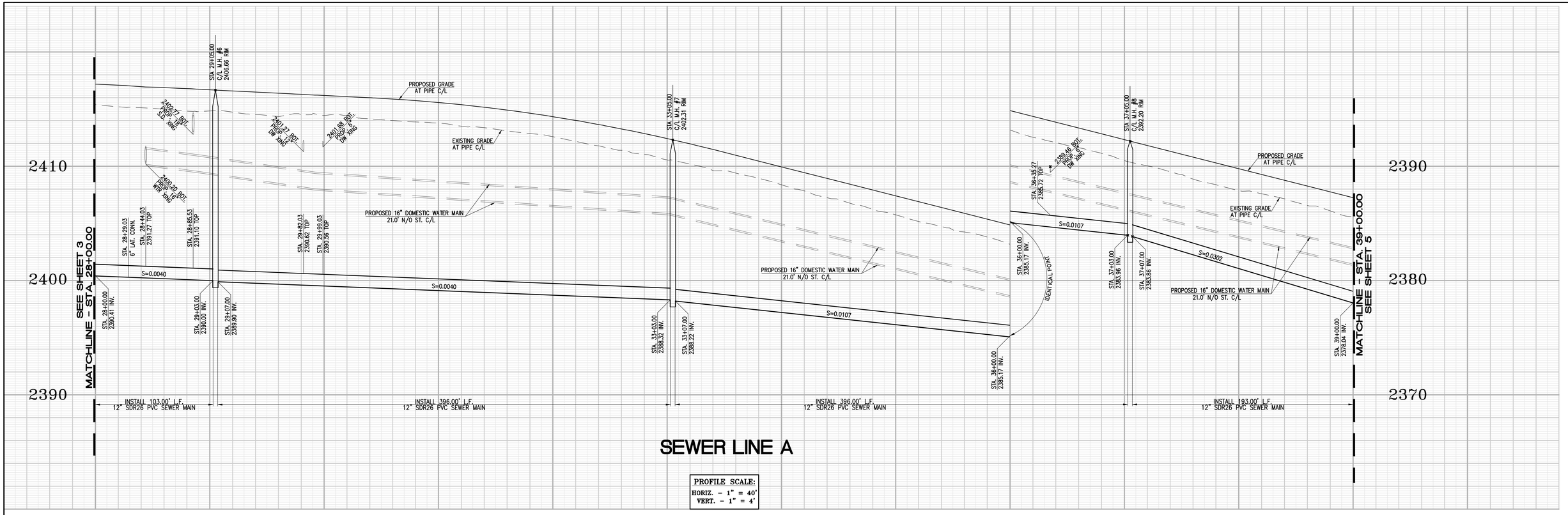

SEWER LINE A

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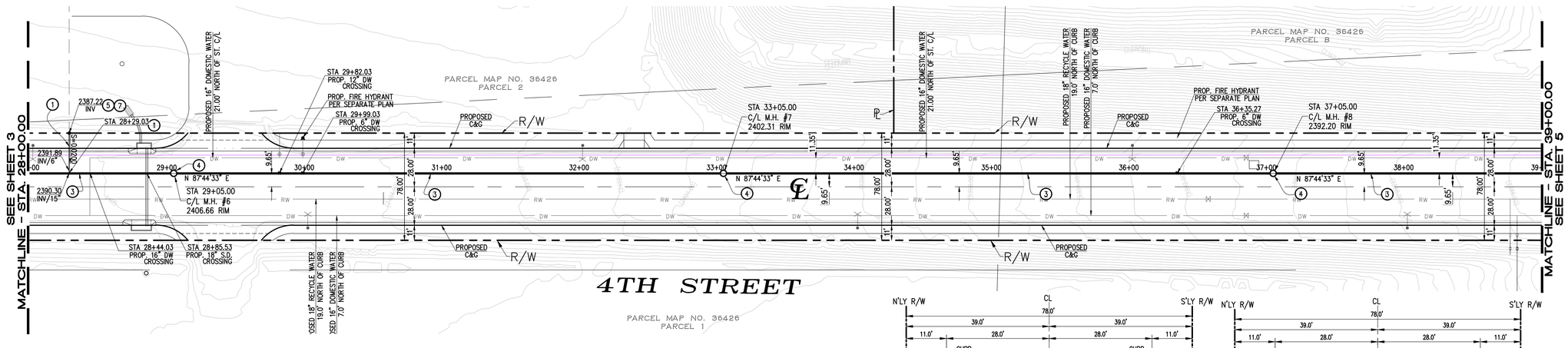

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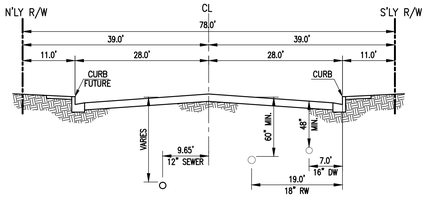

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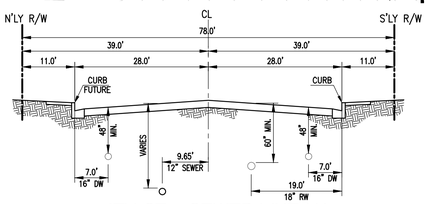

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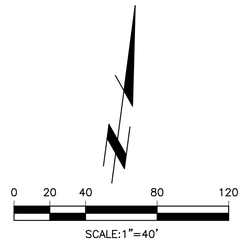
N.T.S.



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REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

SEAL
REGISTERED PROFESSIONAL ENGINEER
REINHARD STENZEL
R.C.E. NO. 56155
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: _____
Administrative Engineer

Approved By: _____ Date: _____
City Engineer/Director of Public Works

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

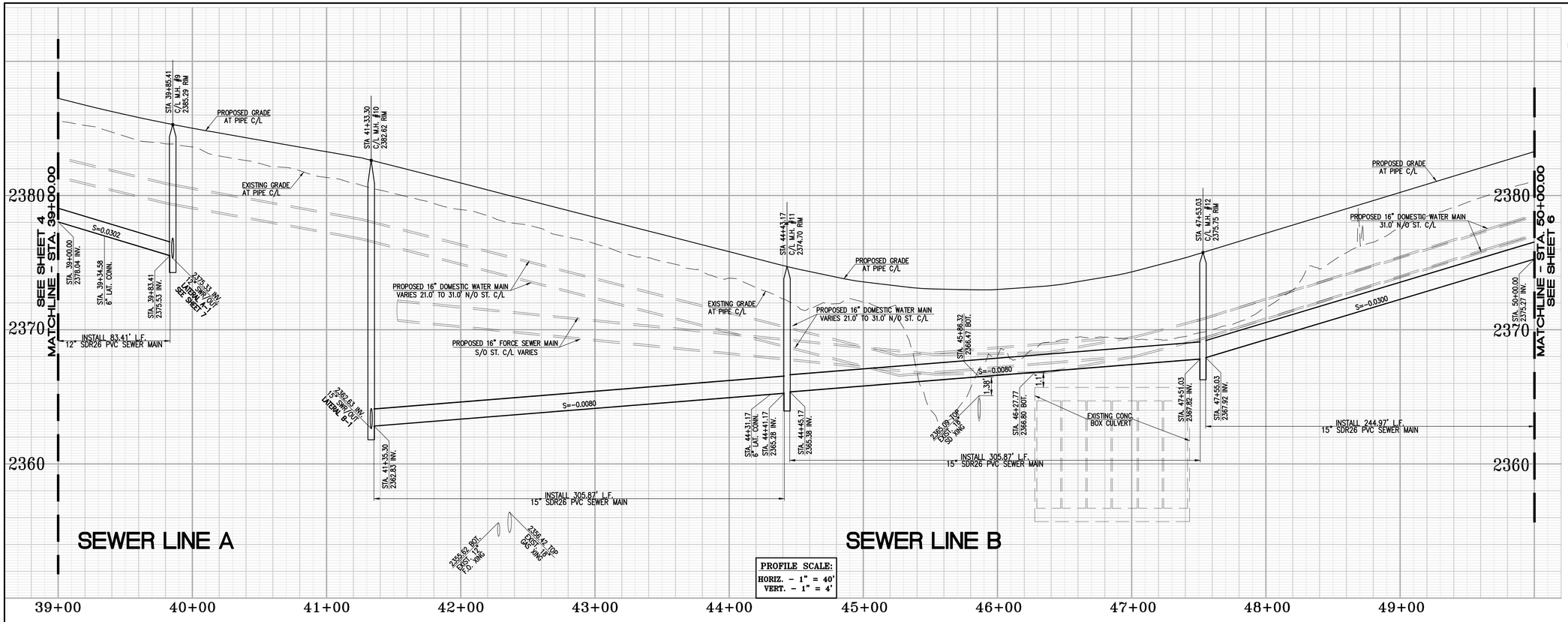
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS

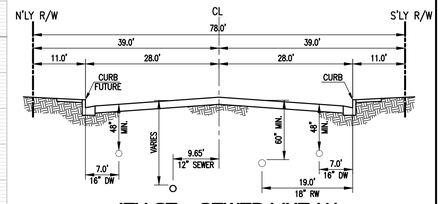
STA. 28+00.00 TO STA. 39+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

PLAN & PROFILE

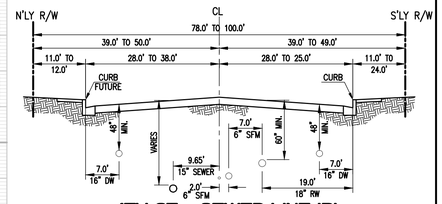
SHEET 4 OF 7 SHEETS
FILE NO: PW2020-0430



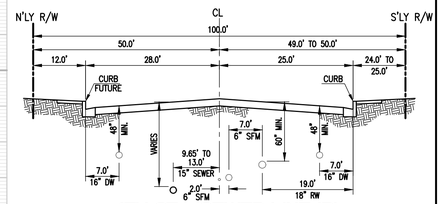
PROFILE SCALE:
HORIZ. – 1" = 40'
VERT. – 1" = 4'



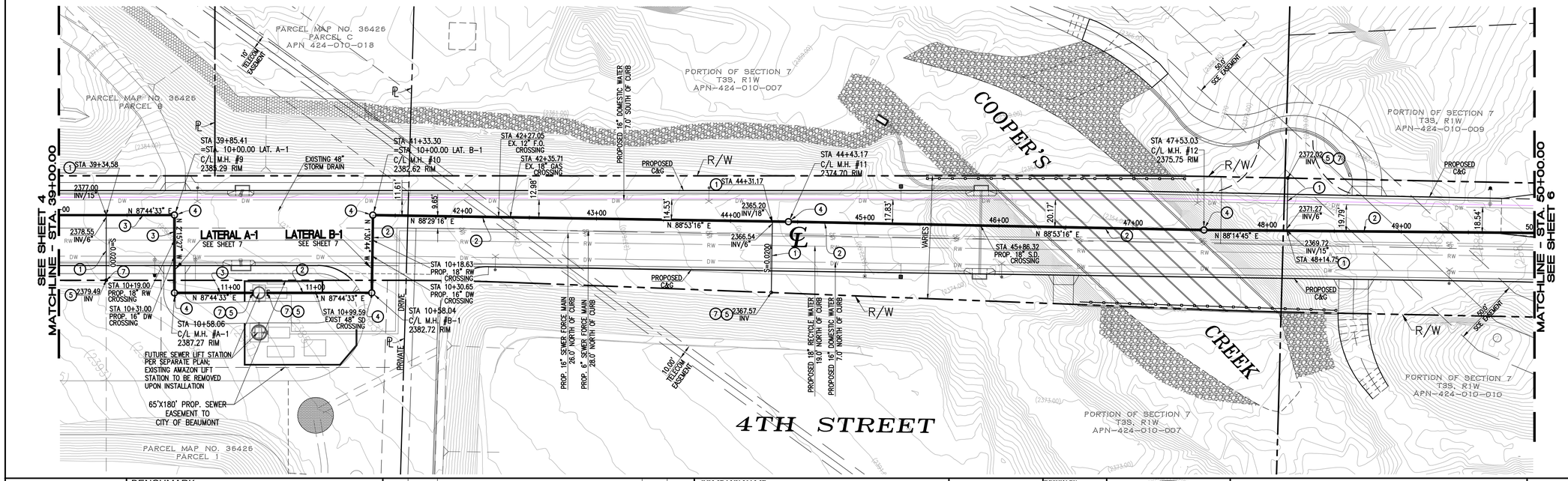
4TH ST – SEWER LINE 'A'
STA. 28+44.03 TO STA. 39+85.41
N.T.S.



4TH ST – SEWER LINE 'B'
STA. 41+33.30 TO STA. 47+53.03
N.T.S.



4TH ST – SEWER LINE 'B'
STA. 47+53.03 TO STA. 50+18.82
N.T.S.



SEWER CONSTRUCTION NOTES:

1. INSTALL 6" SDR26 PVC SEWER LATERAL
2. INSTALL 15" SDR26 PVC SEWER MAIN
3. INSTALL 12" SDR26 PVC SEWER MAIN
4. INSTALL 48" SEWER MANHOLE PER E.M.W.D. SB-53
5. INSTALL PLUG AT END OF PIPE
6. REMOVE EXISTING PLUG AND JOIN EXISTING 15" SEWER MAIN
7. INSTALL CLEAN OUT PER E.M.W.D. SB-52

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

Last Update: 6/1/20
O:\3000-3099\3080\SEWER\3080SEW-05.dwg

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
NATIONAL GEODETIC SURVEY BENCHMARK NO. "D 1311"
1.4 MILES WEST OF BEAUMONT ON INTERSTATE 10 TO SAN TIMEOTEO CANYON ROAD NEAR FRONTAGE ROAD ON SOUTH(WEST) SIDE OF INTERSTATE 10, 0.1 MILES SOUTHEAST ALONG FRONTAGE ROAD, SOUTH AND ACROSS THE ROAD FROM A GUY POLE 25.9 FEET SOUTH OF THE CENTERLINE OF FRONTAGE ROAD, 1.8 FEET WEST OF POWERPOLE AND 1.5 FEET EAST OF A WITNESS POST, INSIDE A 4 INCH PVC PIPE WITH SCREW PLUG 1 INCH ABOVE GROUND (ELEVATION = 2468.07). ALSO SHOWN ON "HIGHWAY 60 / POTRERO BLVD. INTERCHANGE STATIC GPS PROJECT CONTROL DIAGRAM" AND IDENTIFIED THEREON AS 3508 BM DX3474 WHEREIN THE PUBLISHED ELEVATION = 2468.07 IS CORRECTED WITH A MEASURED ELEVATION = 2468.061', USED HEREON.
ELEVATION = 2468.061' (NAVD 'BB), (STAMPED D 1311 1978)

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CHPP" AND "MOJC", BOTH PUBLISHED ON CSRC DATA SHEETS, BEING N 86°04'01.17163" E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL
R.C.E. 56155 EXPIRE 12-31-20
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DESIGN BY: J.P.
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CITY OF BEAUMONT
CALIFORNIA
INC. NOV. 18, 1912

Reviewed By: _____ Date: _____
Staff Engineer

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Administrative Engineer

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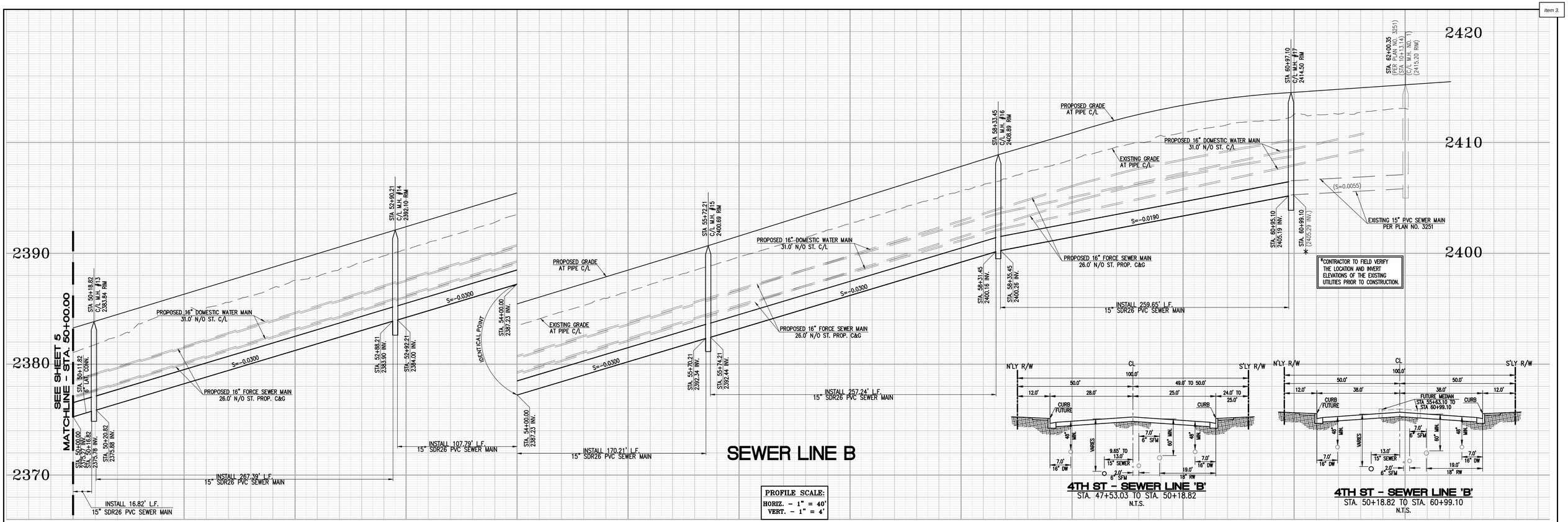
CITY OF BEAUMONT, CALIFORNIA

PUBLIC SEWER IMPROVEMENTS

STA. 39+00.00 TO STA. 50+00.00
FOR
4TH STREET
WEST OF POTRERO BLVD.

PLAN & PROFILE

SHEET 5 OF 7 SHEETS
FILE NO: PW2020-0430



SEWER LINE B

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

4TH ST - SEWER LINE 'B'
STA. 47+53.03 TO STA. 50+18.82
N.T.S.

4TH ST - SEWER LINE 'B'
STA. 50+18.82 TO STA. 60+99.10
N.T.S.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	17°43'29"	863.00'	266.97'	134.56'
C2	18°23'58"	863.09'	277.17'	139.79'
C3	17°34'58"	836.90'	256.82'	129.43'
C4	17°44'45"	836.99'	259.24'	130.66'

SEWER CONSTRUCTION NOTES:

1. INSTALL 6" SDR26 PVC SEWER LATERAL
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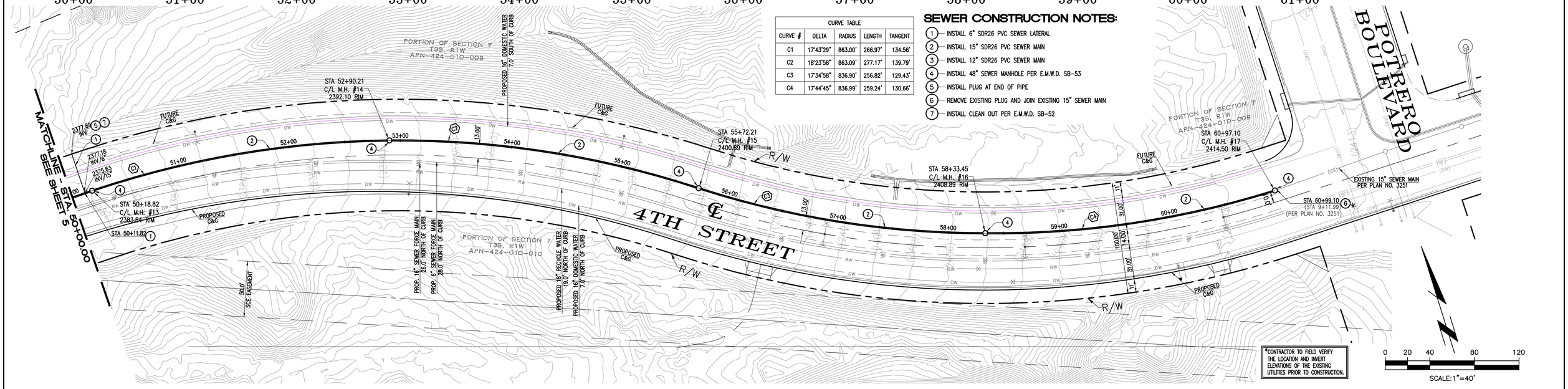
7. INSTALL CLEAN OUT PER E.M.W.D. SB-52



Last Update: 6/1/20
C:\3000-3099\3080\SEWER\3080SEW-06.dwg

DIGALERT
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL R.C.E. 56155 EXPIRE 12-31-20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER REINHARD STENZEL R.C.E. NO. 56155 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: _____
Approved By: _____ City Engineer/Director of Public Works Date: _____

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

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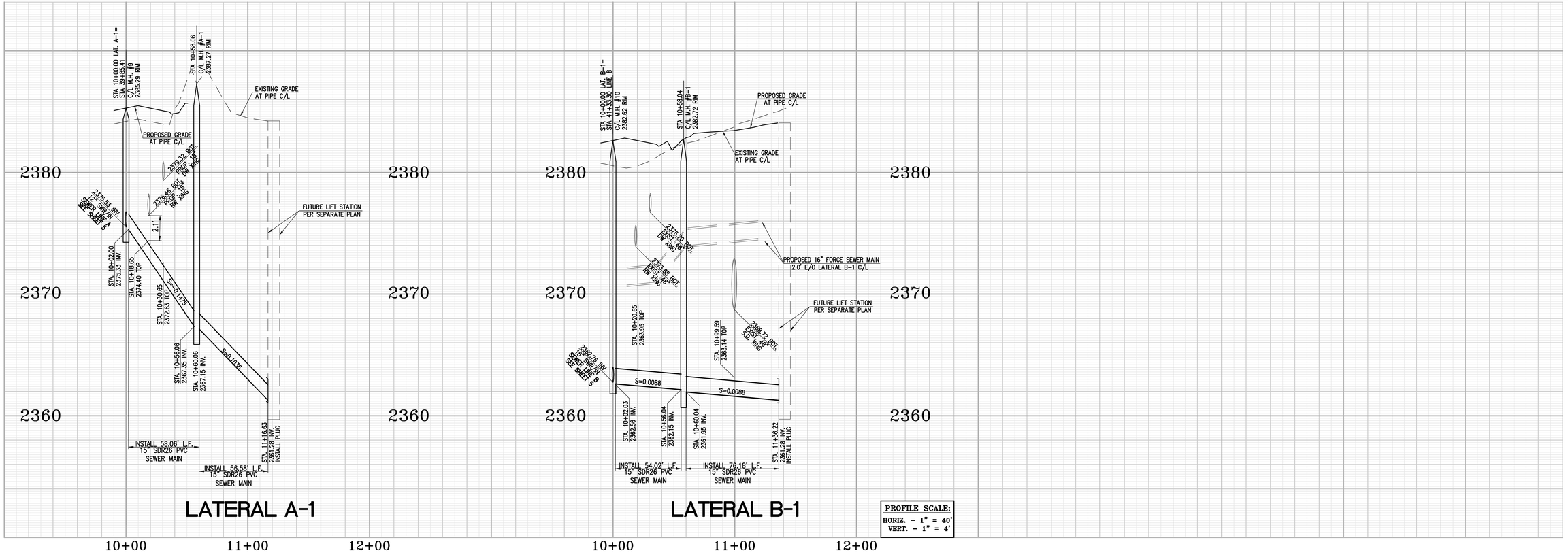
PUBLIC SEWER IMPROVEMENTS
STA. 50+00.00 TO STA. 60+97.10
FOR
4TH STREET
WEST OF POTRERO BLVD.
PLAN & PROFILE

SHEET 6 OF 7 SHEETS
FILE NO: PW2020-0430



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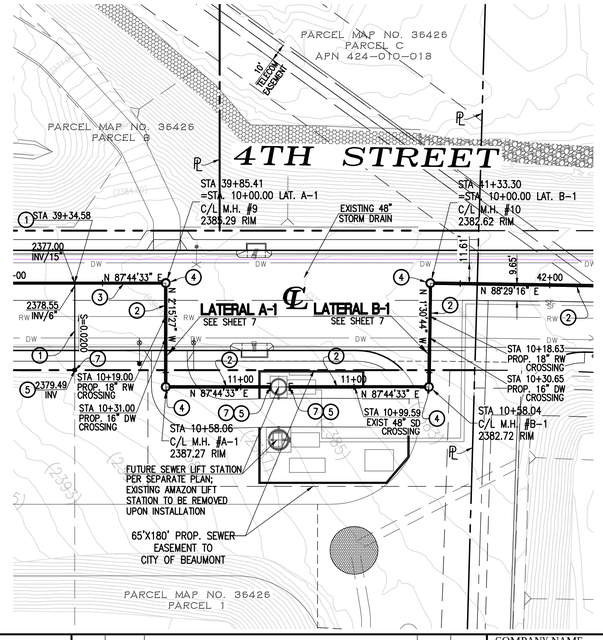

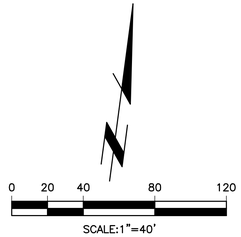

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Last Updated: 6/1/20
D:\3000-3099\3080\SEWER\3080SEW-07.dwg

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL DATE
R.C.E. 56155 EXPIRE 12-31-20

SEAL: REGISTERED PROFESSIONAL ENGINEER * REINHARD STENZEL * R.C.E. NO. 56155 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

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Administrative Engineer

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PLAN & PROFILE

SHEET 7 OF 7 SHEETS
FILE NO: PW2020-0430

Thienes Engineering, Inc.
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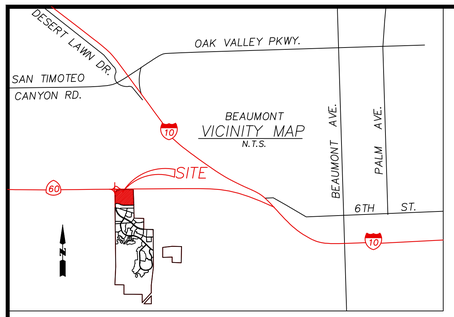
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

Appendix F

Legacy Highlands Site Plan
Preserve Phasing Map
Jack Rabbit Trail Site Plan



BEAUMONT
VICINITY MAP
N.T.S.

PROJECT ADDRESS
PRIMARILY A PORTION OF THE NORTH 1 /2 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEAUMONT, CALIFORNIA

OWNER / DEVELOPER
PORTERO COMMERCIAL, LLC
4191 BROCKTON AVENUE
RIVERSIDE, CA 92501
PHONE, (951) 369-9898

APPLICANT'S REPRESENTATIVE.
SRD DESIGN STUDIO, INC.
10501 WILSHIRE BLVD. – STE# 1211
LOS ANGELES, CA 90211
CONTACT, DAVID GOLKAR
PHONE, (424) 279-0909

UTILITY PROVIDERS/ AGENCIES:
ELECTRIC SERVICES
SOUTHERN CALIFORNIA EDISON:
287 TENNESSEE STREET
REDLANDS, CALIFORNIA 92373
ATTN, BOB SIEGAL
PHONE, (949) 307-6770

NATURAL GAS SERVICE:
THE GAS COMPANY
1981 W. LUGONIA
REDLANDS, CA 92374-9720
ATTN, ALAN KESELOFF
PHONE, (909) 335-7725

ASSESSOR'S PARCEL NO.:
421-060-003

DEVELOPER:
PORTERO COMMERCIAL, LLC
4191 BROCKTON AVENUE
RIVERSIDE, CA 92501
PHONE, (951) 369-9898

SEWERAGE:
CITY OF BEAUMONT
550 E. 6TH STREET
BEAUMONT, CA 92223
PHONE, (909) 769-8520

TELEPHONE SERVICE:
PACIFIC BELL
1265 VAN BUREN ST. RM. 1 00
ANAHEIM, CA 92807
ATTN, NORMA GULLOT
PHONE, (714) 666-5692

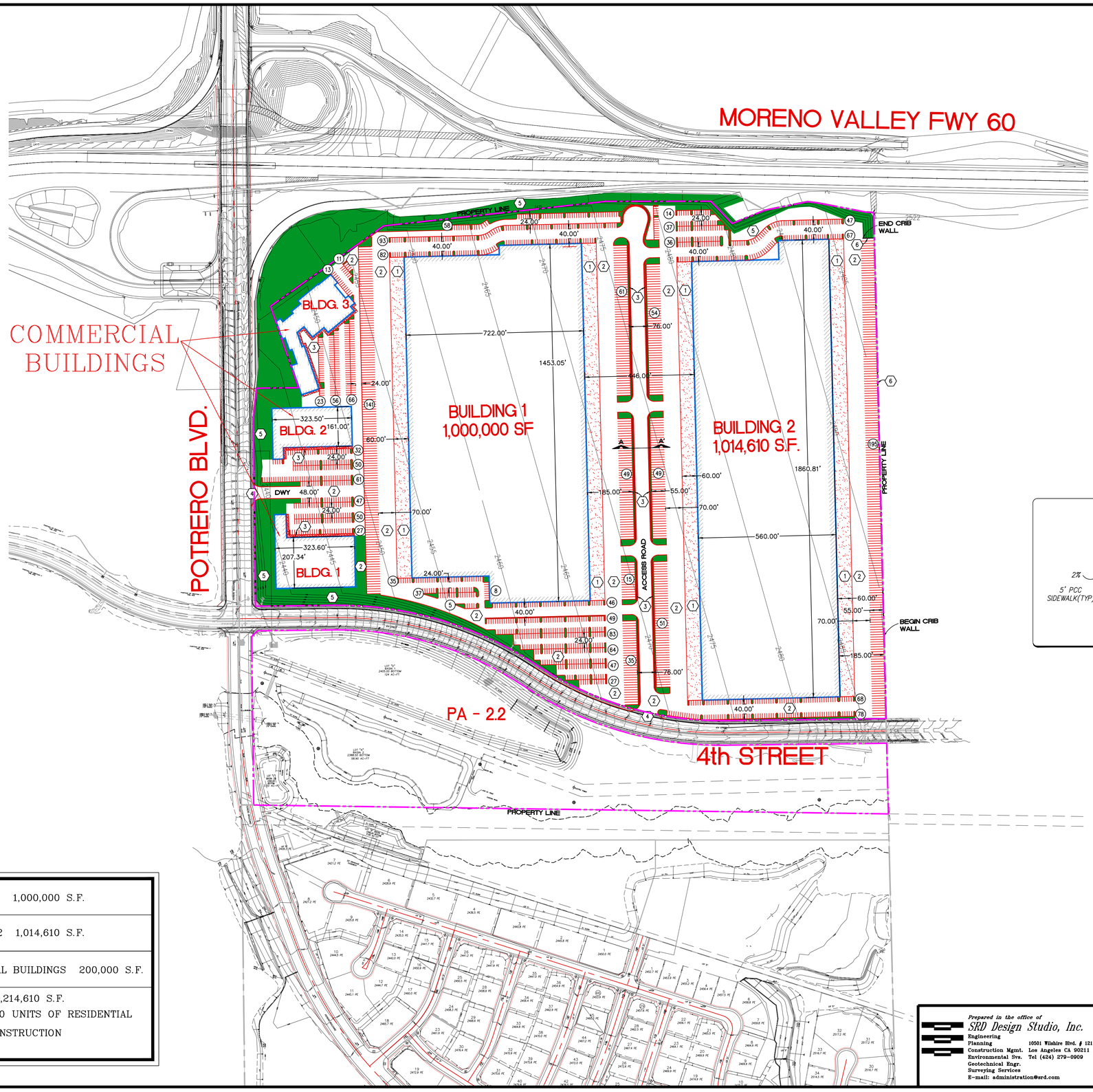
DOMESTIC WATER:
BEAUMONT-CHERRY VALLY WATER
560 MAGNOLIA AVENUE
BEAUMONT, CALIFORNIA 92223
ATTN, JOEL ROBLES
PHONE, (951) 845-9581

PROJECT ZONING:
SPECIFIC PLAN
COMMERCIAL / INDUSTRIAL

SITE PLAN - GENERAL NOTES

1. THE SOILS REPORT PREPARED IS TO BE A PART OF THESE CONTRACT DOCUMENTS.
2. IF SOILS ARE EXPANSIVE IN NATURE, USE STEEL REINFORCING FOR ALL SITE CONCRETE.
3. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE WALL, FACE OF CONCRETE CURB OR GRID LINE U.N.O.
4. SEE "C" PLANS FOR ALL CONCRETE CURBS, GUTTERS AND SWALE S. DETAILS ON SHEET ARE MINIMUM STANDARDS.
5. THE ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
   PRIOR TO INSTALLATION & AT LEAST 60 DAYS BEFORE BLDG. COMPLETION.
6. SEE " C" DRAWINGS FOR POINT OF CONNECTIONS TO OFF- SITE UTILITIES. CONTRACTOR SHALL VERIFY ACTUAL UTILITY LOCATIONS.
7. PROVIDE POSITIVE DRAINAGE AWAY FROM BLDG. SEE " C" DRAWINGS.
8. CONTRACTOR TO REFER TO " C" DRAWINGS FOR ALL HORIZONTAL CONTROL DIMENSIONS. SITE PLANS ARE FOR GUIDANCE AND STARTING LAYOUT POINTS.
9. SEE " C" DRAWINGS FOR FINISH GRADE ELEVATIONS.
10. CONCRETE SIDEWALK S TO BE A MINIMUM OF 4" THICK W/ TOOLED JOINTS AT 6' O.C. EXPANSION CONSTRUCTION JOINTS SHALL BE A MAXIMU M 12'EA. WAY. EXPANSION JOINTS TO HAVE COMPRESSIVE EXPANSION JOINT FILLER MATERIAL OF 1/4" FINISH TO BE A MEDIUM BROOM FINISH U.N.O.
11. A SEPARATE PERMIT SHALL BE OBTAINED FOR ALL FENCES, SCREEN WALLS, TRASH ENCLOSURES, LIGHT POLE BASES & SIGNAGE PER CITY STANDARDS.
12. PAINT CURBS AND PROVIDE SIGNS TO INFORM OF FIRE LANES AS REQUIRED BY FIRE DEPARTMENT.
13. CONSTRUCTION DOCUMENTS PERTAINING TO THE LAN DSCAPE AND IRRIGATION OF THE ENTIRE PROJECT SITE SHALL BE SUBMITTED TO THE BUILDING DEPARTMENT AND APPROVED BY PUBLIC FACILITIES DEVELOPMENT PRIOR TO ISSUANCE OF BUILDING PERMITS.
14. PRIOR TO FINAL CITY INSPECTION, LA LANDSCAPE ARCHITECT SHALL SUBMIT A CERTIFICATE OF COMPLETION TO PUBLIC FACILITIES DEVELOPMENT.
15. IT SHOULD BE A REPONSABILITY OF THE APPLICANT / REPRESENTATIVE TO FORWARD GUIDELINES FOR LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS (GREEN HANDOUT) TO THE LANDSCAPE ARCHITECT FOR INFORMATION ON THE REQUIREMENTS AND SUBMITTAL FOR PLAN CHECK.
16. ALL LANDSCAPE AND IRRIGATION DESIGNS SHALL MEET CURRENT CITY STANDARDS AS LISTED IN GUIDELINES OR AS OBTAINED FROM PUBLIC FACILITIES DEVELOPMENT.
17. NOT USED
18. LANDSCAPED AREAS SHALL BE DELINEATED WITH A MINIMUM SIX INCHES (6") HIGH CURB.
19. EMPLOYEE BREAK AREA WILL BE PROVIDED WITHIN OFFICE T.I.
20. THE " ENTIRE PROJECT SHALL BE PERMANENTLY MAINTAINED WITH AN AUTOMATIC IRRIGATION SYSTEM.
21. APPROVED CONCEPTUAL LANDSCAPE PLAN PRIOR TO GRADING PERMIT.

BUILDING 1	1,000,000 S.F.
BUILDING 2	1,014,610 S.F.
COMMERCIAL BUILDINGS	200,000 S.F.
TOTAL	2,214,610 S.F.
TOTAL 1,200 UNITS OF RESIDENTIAL	
BEGINS CONSTRUCTION JUNE 2020	

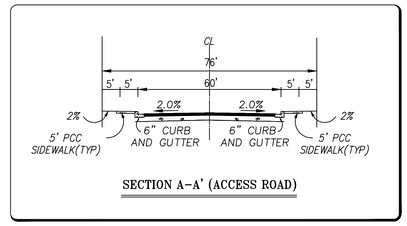


SITE PLAN - KEY NOTES:

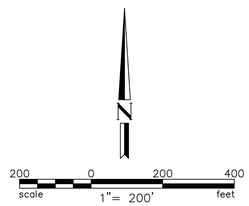
1. CONCRETE TRUCK APRON
2. ASPHALT CONCRETE (AC) PAVING, SEE SOIL REPORT FOR SECTION REQUIREMENTS, SEE REFERENCE DRAWING FOR LOCATION.
3. CONCRETE WALKWAY
4. DRIVEWAY APRONS TO BE CONSTRUCTED CITY STD.
5. LANDSCAPED AREAS
6. CRIB WALL

SITE LEGEND

- LANDSCAPED AREA
- CONCRETE PAVING
- AC. PAVING
- STANDARD PARKING STALL (9' X 20')
- SLOPE
- (64) PARKING STALL COUNT
- TRACT BOUNDARY
- R/W



SECTION A-A' (ACCESS ROAD)



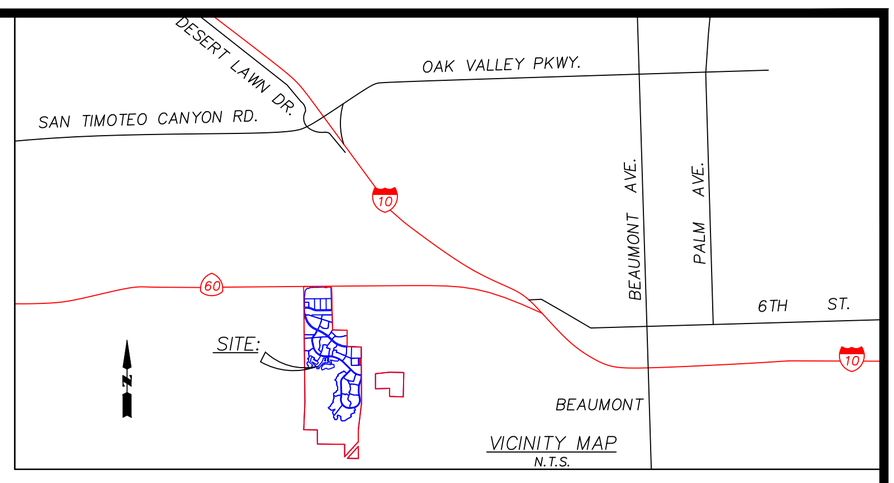
Prepared in the office of
SRD Design Studio, Inc.
Engineering
Planning
Construction Mgmt.
Environmental Svs.
Geotechnical Engr.
Surveying Services
10501 Wilshire Blvd. # 1211
Los Angeles CA 90211
Tel (424) 279-0909
E-mail: administration@srd.com

CITY OF BEAUMONT

SITE PLAN
LEGACY HIGHLANDS

Drawing No.
Job No. 2074.1165
Sheet No. 1 of 1

Drawing Name: S:\1165 WILLOW SPRINGS\EXHIBITS\EXHIBITS UPDATE 2019\1165 Commercial Site Plan.dwg
Last Opened: May 19, 2020 - 12:29pm by: Civil 3D

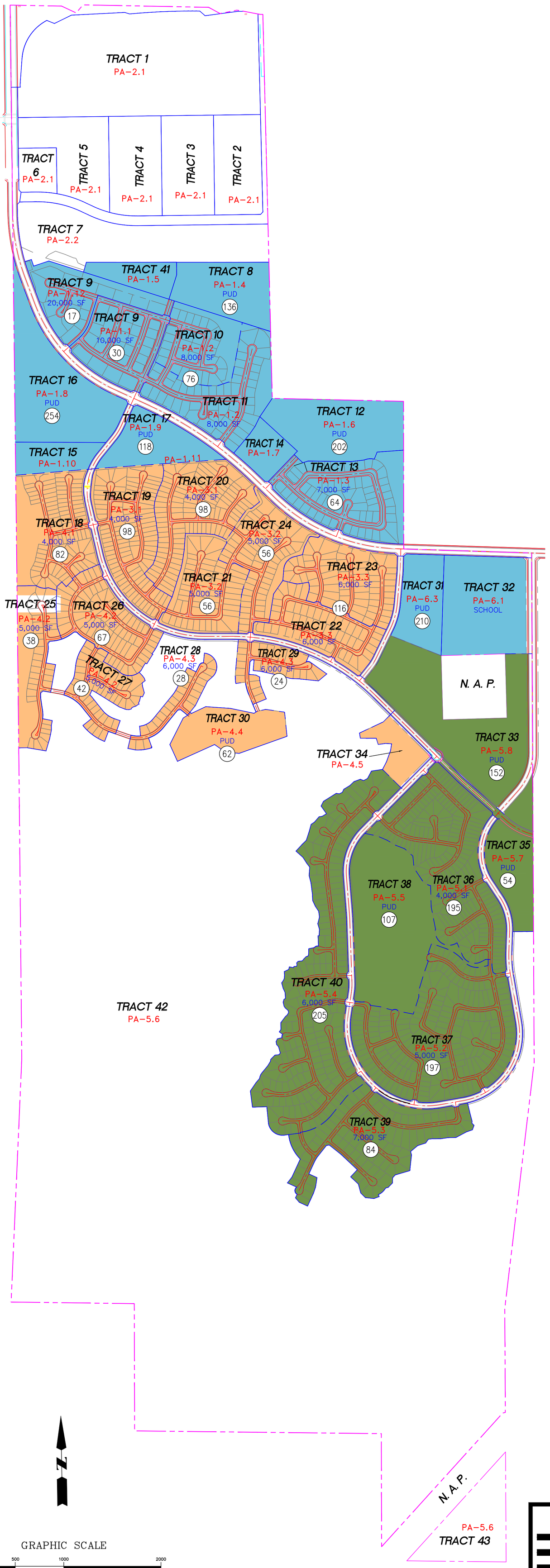


Development Plan Statistical Summary Table

Planning Area/ Neighborhood	Parcel No.	Land Use Designation	Zoning	House S. Foot Range	Average S. Footage	Gross Acres (1)	Specific Plan review Process: Minimum Lot Size		Expected # of Units	Maximum Density
Planning Area 1										
Neighborhood 1.1	Parcel 9	Low Density Residential	R-SF	2,800-3,200	3,000	13.20	SFD-10,000 sf.		30	2.3 du/ac
Neighborhood 1.2	Parcel 10 & 11	Low Density Residential	R-SF	2,250-2,800	2,550	31.20	SFD-8,000 sf.		76	2.4 du/ac
Neighborhood 1.3	Parcel 13	Low Density Residential	R-SF	2,050-2,400	2,250	30.50	SFD-7,000 sf.		64	2.1 du/ac
Neighborhood 1.4	Parcel 8	Medium Density Residential	PUD	900-1,250	1,100	12.50	PUD		136	15.0 du/ac
Neighborhood 1.5	Parcel 41	Open Space	OS			5.90	-		-	-
Neighborhood 1.6	Parcel 12	Medium Density Residential	PUD	1,000-1,250	1,150	16.10	PUD		202	15.0 du/ac
Neighborhood 1.7	Parcel 14	Open Space	OS			5.00	-		-	-
Neighborhood 1.8	Parcel 16	Medium Density Residential	PUD	1,000-1,300	1,200	19.00	PUD		254	15.0 du/ac
Neighborhood 1.9	Parcel 17	High Density Residential	PUD	850-1,200	1,050	8.90	PUD		118	15.0 du/ac
Neighborhood 1.10	Parcel 15	Open Space	OS			6.00	-		-	-
Neighborhood 1.11	Parcel 9	Open Space	OS			3.50	-		-	-
Neighborhood 1.12	Parcel 9	Low Density Residential	R-SF	2,800-3,200	3,000	12.00	SFD-20,000 sf.		17	0.8 du/ac
TOTAL PLANNING AREA 1:						163.80			897	5.5
Planning Area 2										
Neighborhood 2.1	Parcel 1-6	Commercial	C-G			100.00	-		-	-
Neighborhood 2.2	Parcel 7	Open Space	OS			34.70	-		-	-
TOTAL PLANNING AREA 2:						134.70				
Planning Area 6										
Neighborhood 6.1	Parcel 32	School	-			20.00	-		-	-
Neighborhood 6.2	Parcel 44	Open Space	OS			111.20	-		-	-
Neighborhood 6.3	Parcel 31	Medium Density Residential	PUD	1,000-1,300	1,200	14.80	PUD		210	15.0 du/ac
TOTAL PLANNING AREA 6:						146.00			210	1.4
Sub-total - Conventional Planned Community:						444.50			1,107.00	
Planning Area 3										
Neighborhood 3.1	Parcel 19 & 20	Low Residential	R-SF	1,850-2,200	2,050	39.00	SFD-4,000 sf.		196	5.0 du/ac
Neighborhood 3.2	Parcel 21 & 24	Low Residential	R-SF	1,300-2,000	1,650	28.30	SFD-5,000 sf.		112	4.1 du/ac
Neighborhood 3.3	Parcel 22 & 23	Low Residential	R-SF	1,850-2,200	2,050	32.70	SFD-6,000 sf.		116	3.6 du/ac
TOTAL PLANNING AREA 3:						100.00			424	4.3
Planning Area 4										
Neighborhood 4.1	Parcel 18	Low Density Residential	R-SF	900-1,250	1,100	29.90	SFD-4,000 sf.		82	2.7 du/ac
Neighborhood 4.2	Parcel 25, 26 & 27	Low Density Residential	R-SF	1,650-2,200	1,950	37.50	SFD-5,000 sf.		147	4.0 du/ac
Neighborhood 4.3	Parcel 28 & 29	Low Density Residential	R-SF	1,850-2,200	2,050	22.00	SFD-6,000 sf.		52	2.4 du/ac
Neighborhood 4.4	Parcel 30	Low Density Residential	PUD	1,100-2,000	1,550	9.70	PUD		62	9.0 du/ac
Neighborhood 4.5	Parcel 34	Open Space	OS			4.40	-		-	-
TOTAL PLANNING AREA 4:						103.50			343	3.4
Planning Area 5										
Neighborhood 5.1	Parcel 36	Low Density Residential	R-SF	1,850-2,200	2,050	31.80	SFD-4,000 sf.		195	6.2 du/ac
Neighborhood 5.2	Parcel 37	Low Density Residential	R-SF	1,300-2,000	1,650	33.80	SFD-5,000 sf.		197	5.9 du/ac
Neighborhood 5.3	Parcel 39	Low Density Residential	R-SF	3,600-4,200	3,900	51.70	SFD-7,000 sf.		84	1.7 du/ac
Neighborhood 5.4	Parcel 40	Low Density Residential	R-SF	1,850-2,200	2,050	73.70	SFD-6,000 sf.		205	2.8 du/ac
Neighborhood 5.5	Parcel 38	Low Density Residential	PUD	1,850-2,200	2,050	29.00	PUD		107	9.0 du/ac
Neighborhood 5.6	Parcel 42 & 43	Open Space	OS			638.90	-		-	-
Neighborhood 5.7	Parcel 35	Low Density Residential	PUD	900-1,300	1,100	6.90	PUD		54	9.0 du/ac
Neighborhood 5.8	Parcel 33	Low Density Residential	PUD	900-1,300	1,100	28.50	PUD		152	9.0 du/ac
TOTAL PLANNING AREA 5:						894.30			994.0	1.2
sub-total - ACTIVE ADULT COMMUNITY						1097.8			1761.0	1.6
SUBTOTAL AREAS 1-6:						1542.3			2,868	
Public Road/Spine Circulation						56.5				
PROJECT TOTAL:						1598.8			2,868	1.79

(1) Gross Acreage includes streets within each Neighborhood.
(2) A maximum of 20% of the Maximum Allowable Dwelling Units may be transferred between Neighborhoods and Planning Areas provided that the total Maximum Allowable Dwelling Units shall not exceed 2,800.
(3) Maximum density as measured over the entire Neighborhood. Individual projects may have a density greater than 8.0 du./ac, provided that the Maximum Allowable Dwelling Units for any Neighborhood are not exceeded. Maximum project density shall not exceed 20.0 du/ac
(4) Minimum lot size applies
5) Maximum allowable density = 20.0 du/ac

Phase I Series A Bonds Total Number of Units=1,107
Phase II Series B Bonds Total Number of Units=767
Phase III Series C Bonds Total Number of Units=994



LEGEND

- TRACT 21 — TRACT NO.
- PA-3.2 — PLANNING AREA
- (55) — TOTAL LOTS
- PHASE I SERIES A BONDS TOTAL NO. OF UNITS=1,107
- PHASE II SERIES B BONDS TOTAL NO. OF UNITS=767
- PHASE III SERIES C BONDS TOTAL NO. OF UNITS=994

N

GRAPHIC SCALE

0 250 500 1000 2000

(IN FEET)
1 inch = 500 ft.

Prepared in the office of
SRD Design Studio, Inc.
Engineering
Planning
Construction Mgmt.
Environmental Svs.
Geotechnical Engr.
Surveying Services
E-mail: administration@srd.com
10501 Wilshire Blvd. # 1211
Los Angeles CA 90211
Tel (424) 279-0909

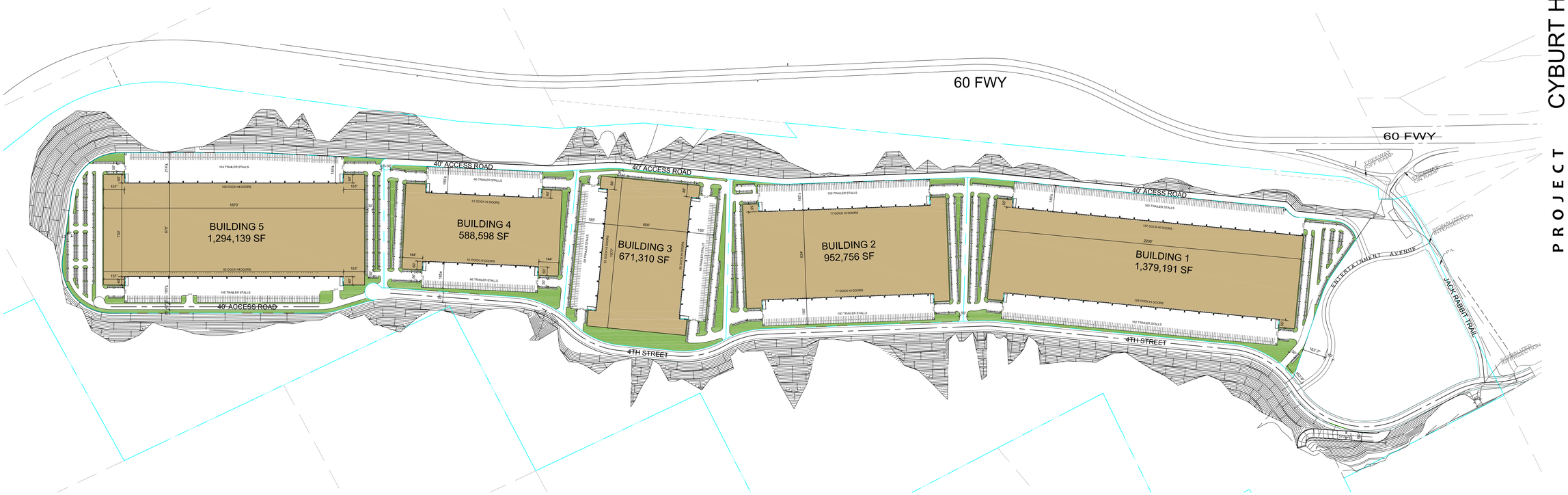
DATE:
DAVID J. GOLKAR RCE# 54162 EXP. 12/31/2019

PRESERVE

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

PHASING MAP

Drawing Name: C:\Projects\1165_Willow Springs\Exhibits\1165 Phasing Map.dwg
Last Opened: Jun 03, 2019 - 3:54pm by: TN



PROJECT CYBURT HOLDINGS SITE
BEAUMONT, CA

SCHEME 8
SITE PLAN

PROJECT INFORMATION - SCHEME 7			12.02.2019
GROSS SITE AREA	**27,114,668**	**SF**	**622.47 AC**
PAD AREA (SELLABLE AREA) - EXCLUDING RETAIL	9,505,884	SF	218.225 AC
4TH STREET	686,300	SF	15.76 AC
PROPOSED STREET (JACK RABBIT TRAIL)	78,216	SF	1.796 AC
NET DEVELOPABLE AREA (WHICH STREETS)	**10,364,886**	**SF**	**237.95 AC**
TOTAL BUILDING AREA	4,885,994	SF	
NET FAR			**47.14%**
MAX FAR			NONE
ZONE			(M)-MANUFACTURING
STREET FRONT BLDG. SETBACK			25 FT
STREET SIDE BLDG. SETBACK			NONE
STREET FRONT PARKING SETBACK			50 FT
STREET FRONT LANDSCAPE SETBACK			NONE
INT/REAR BLDG SETBACK			NONE
PARKING REQUIRED (9X19)			5,012
SUGGESTED: PARKING REQUIRED			2,461
PARKING PROVIDED			2,693
LANDSCAPE REQUIRED	15%		1,554,733 SF
LANDSCAPE PROVIDED	8.0%		826,319 SF
TRAILERS REQUIRED (12X50)			841
TRAILERS PROVIDED			1,021

BUILDING 1			
NET AREA	2,650,720	SF	
FAR	52%		
BUILDING 1 AREA	**1,379,191**	**SF**	
FOOTPRINT	1,374,191	SF	
WAREHOUSE	1,369,191	SF	
OFFICE	5,000	SF	
MEZZANINE	5,000	SF	
OFFICE	5,000	SF	
PARKING REQUIRED PER ZONING (9X19)	1,409		
WAREHOUSE @ 1/1000	1,369		
OFFICE @ 1/250	40		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*725*		
WAREHOUSE @ 1/2000	*685*		
OFFICE @ 1/250	*40*		
PARKING PROVIDED	725		
TRAILER REQUIRED (12X50)	270		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	322		
LANDSCAPE PROVIDED	6.4%	168,551	SF

BUILDING 2			
NET AREA	1,762,026	SF	
FAR	54%		
BUILDING 2 AREA	**952,756**	**SF**	
FOOTPRINT	947,756	SF	
WAREHOUSE	942,756	SF	
OFFICE	5,000	SF	
MEZZANINE	5,000	SF	
OFFICE	5,000	SF	
PARKING REQUIRED PER ZONING (9X19)	983		
WAREHOUSE @ 1/1000	943		
OFFICE @ 1/250	40		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*511*		
WAREHOUSE @ 1/2000	*471*		
OFFICE @ 1/250	*40*		
PARKING PROVIDED	531		
TRAILER REQUIRED (12X50)	154		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	200		
LANDSCAPE PROVIDED	6.8%	119,496	SF

BUILDING 3			
NET AREA	1,393,853	SF	
FAR	48%		
BUILDING 3 AREA	**671,310**	**SF**	
FOOTPRINT	668,310	SF	
WAREHOUSE	665,310	SF	
OFFICE	3,000	SF	
MEZZANINE	3,000	SF	
OFFICE	3,000	SF	
PARKING REQUIRED PER ZONING (9X19)	689		
WAREHOUSE @ 1/1000	665		
OFFICE @ 1/250	24		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*357*		
WAREHOUSE @ 1/2000	*333*		
OFFICE @ 1/250	*24*		
PARKING PROVIDED	370		
TRAILER REQUIRED (12X50)	100		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	138		
LANDSCAPE PROVIDED	13.7%	191,592	SF

BUILDING 4			
NET AREA	1,204,725	SF	
FAR	49%		
BUILDING 4 AREA	**588,598**	**SF**	
FOOTPRINT	585,598	SF	
WAREHOUSE	582,598	SF	
OFFICE	3,000	SF	
MEZZANINE	3,000	SF	
OFFICE	3,000	SF	
PARKING REQUIRED PER ZONING (9X19)	607		
WAREHOUSE @ 1/1000	583		
OFFICE @ 1/250	24		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*315*		
WAREHOUSE @ 1/2000	*291*		
OFFICE @ 1/250	*24*		
PARKING PROVIDED	391		
TRAILER REQUIRED (12X50)	102		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	132		
LANDSCAPE PROVIDED	10.2%	123,361	SF

BUILDING 5			
NET AREA	2,207,269	SF	
FAR	59%		
BUILDING 5 AREA	**1,294,139**	**SF**	
FOOTPRINT	1,289,139	SF	
WAREHOUSE	1,284,139	SF	
OFFICE	5,000	SF	
MEZZANINE	5,000	SF	
OFFICE	5,000	SF	
PARKING REQUIRED PER ZONING (9X19)	1,324		
WAREHOUSE @ 1/1000	1,284		
OFFICE @ 1/250	40		
COMPACT: MAX 10% WHERE 20+ SPACES PROVIDED	0		
SUGGESTED: PARKING REQUIRED	*553*		
WAREHOUSE @ 1/2000	*642*		
OFFICE @ 1/250	*40*		
PARKING PROVIDED	676		
TRAILER REQUIRED (12X50)	215		
1/VEHICLE OPERATED FROM SITE			
TRAILER PROVIDED	229		
LANDSCAPE PROVIDED	7.3%	160,372	SF

HERDMAN
ARCHITECTURE + DESIGN

16201 Scientific Way
Irvine, CA 92618
www.Herdman-AD.com
714.389.2800
info@Herdman-AD.com

A19-2104
12.02.2019

NORTH

CONCEPTUAL SITE PLAN

A CONCEPTUAL SITE PLAN
SCALE: 1" = 300'

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE June 15, 2021

SUBJECT: **Authorize City Staff to Issue a Bond Exoneration Letter for Performance and Payment Bond No. 106679751 for Fourth Street Traffic Signal and Striping Improvements associated with Parcel Map No. 34209, Accept Maintenance Bond No. 107366940, and Authorize the Finance Department to Refund McDonald Property Group, Inc., $85,019.67 Pursuant to the City Fee Credit Agreement, Dated February 5, 2019**

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 and that the improvements are completed in accordance to the project's conditions of approval, design standards, and City requirements. 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 petitions the City to accept the improvements into the publicly maintained system and exonerate the maintenance security.

The developer, McDonald Property Group, Inc., has constructed all work associated with Public Works File No. PW2020-0612 and as shown on City File No. 3279, under Performance and Payment Bond No. 106679751. Improvements generally consist of traffic signals and related improvements at the following intersections:

- Fourth Street and Prime Drive,
- Fourth Street and Distribution Way,
- Fourth Street and Veile Avenue, and
- Minor improvements at Fourth Street and Potrero Boulevard.

City staff has verified that no liens have been filed and that the improvements were constructed in accordance with the project's conditions of approval, design standards, and City requirements. Additionally, City staff has received and reviewed the Maintenance Bond No. 107366940, provided by USEF Crossroads II, LLC.

In addition to the construction security, the City entered into a fee credit agreement with USEF Crossroads II, LLC, dated February 5, 2019. The fee credit agreement contains eligible fee credits for the installation of the aforementioned three (3) traffic signals. As stated in the agreement, a traffic signal fee of $85,019.67 is due prior to the issuance of the certificate of occupancy but is eligible to be refunded back to USEF Crossroads II, LLC, upon completion of said traffic signals. On October 30, 2019, McDonald Property Group, Inc., on behalf of USEF Crossroads II, LLC, provided a check in the amount of $85,019.67.

Therefore, City staff recommends that City Council accept the maintenance bond, authorize City staff to issue a bond exoneration letter for the performance and payment bond, and authorize the Finance Department to refund McDonald Property Group, Inc., $85,019.67.

Fiscal Impact:

The cost of preparing the staff report is estimated to be $1,000.

Recommended Action:

Authorize City staff to issue a bond exoneration letter for Performance and Payment Bond No. 106679751 for Fourth Street traffic signal and striping improvements associated with Parcel Map No. 34209;
Accept Maintenance Bond No. 107366940; and
Authorize the Finance Department to refund McDonald Property Group, Inc., $85,019.67 pursuant to the fee agreement, dated February 5, 2019.

Attachments:

A. Bond Exoneration Application
B. Maintenance Bond No. 107366940
C. Fee Agreement, dated February 5, 2019

McDONALD PROPERTY GROUP

December 10, 2020

City of Beaumont
Attn: Jeff Hart
550 E. 6th Street
Beaumont, CA 92223

Re: **Request for Bond Exoneration for 4th Street Traffic Signal & Striping**

Dear Jeff,

Please see attached Bond Exoneration Application and all required documents for the work that we have completed to release Performance Bond #106679751 for our completed 4th Street Traffic Signals and Striping.

Please feel free to contact me if you have any questions or concerns regarding these documents.

Sincerely,

Bruce McDonald
McDonald Property Group, Inc.

1140 N. Coast Hwy, Laguna Beach, CA 92651 | **P** 949-655-8227 | **mcdonaldpropertygroup.com**

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8518
www.ci.beaumont.ca.us

BOND EXONERATION APPLICATION
(PLEASE READ ALL INFORMATION CAREFULLY BEFORE FILLING OUT THE APPLICATION)

Please completely fill out the attached Bond Exoneration application and return it to the City of Beaumont along with the following items:

For Performance Bond release:

1. Maps of areas covered by the bonds.
2. Application Fee the amount of $484.43 per bond.
3. Inspection Deposit in the amount $3,000 per bond.

For Maintenance Bond release:

1. Maps of areas covered by the bonds
2. Application Fee the amount of $484.43 per bond for Maintenance Bond.
3. Inspection Deposit in the amount $3,000 per bond.
4. Application Fee for Monument Inspection Fees (If applicable) in the amount of $1,032.90 (first 4 parcels/lots) plus $25.82 each additional parcel/lot.
    a. If any centerline monuments were set submit Swing Tie Plats, these plats should be on 8.5 x 11, with Company Title Block and be Wet Signed and Stamped.
    b. All submittals must include a full size recorded copy of the Map.
    c. Boundary monuments need to be set and flagged up. This also includes monuments destroyed by construction and reset pursuant to the standards described in Section 8771 of the Business and Professions code.

For Replacement Bond:

1. Maps of areas covered by the bonds.
2. Application Fee the amount of $288.18 per bond.

Once your completed application has been submitted and the necessary fees have been paid, the application will be reviewed and the applicant will be contacted regarding the date of the City Council hearing regarding the application.

City of Beaumont

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

Case No. PW2020-0612
Receipt No. R01130545
Fee $ $3,000.00/ $484.14
Date Paid 12/14/2020

BOND EXONERATION APPLICATION

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

1. Contact's Name Bruce McDonald Phone 949-655-8227

2. Contact's Address 1140 N. Coast Highway, Laguna Beach, CA 92651
City/State/Zip

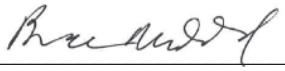
5. Contact's E-mail bruce@mcdonaldpropertygroup.com

3. Developer Name McDonald Property Group Phone 949-655-8227
(If corporation or partnership application must include names of principal officers or partners)

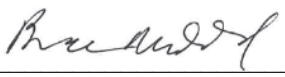
4. Developer Address 1140 N. Coast Highway, Laguna Beach, CA 92651
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
~~Performance Bond #106679751 for Parcel Map 34209 for 4th Street Signal/Striping Improvements~~

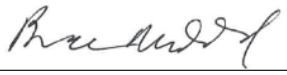
6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Bruce McDonald  12/10/2020
Print Name and Sign – Contact/Applicant Date

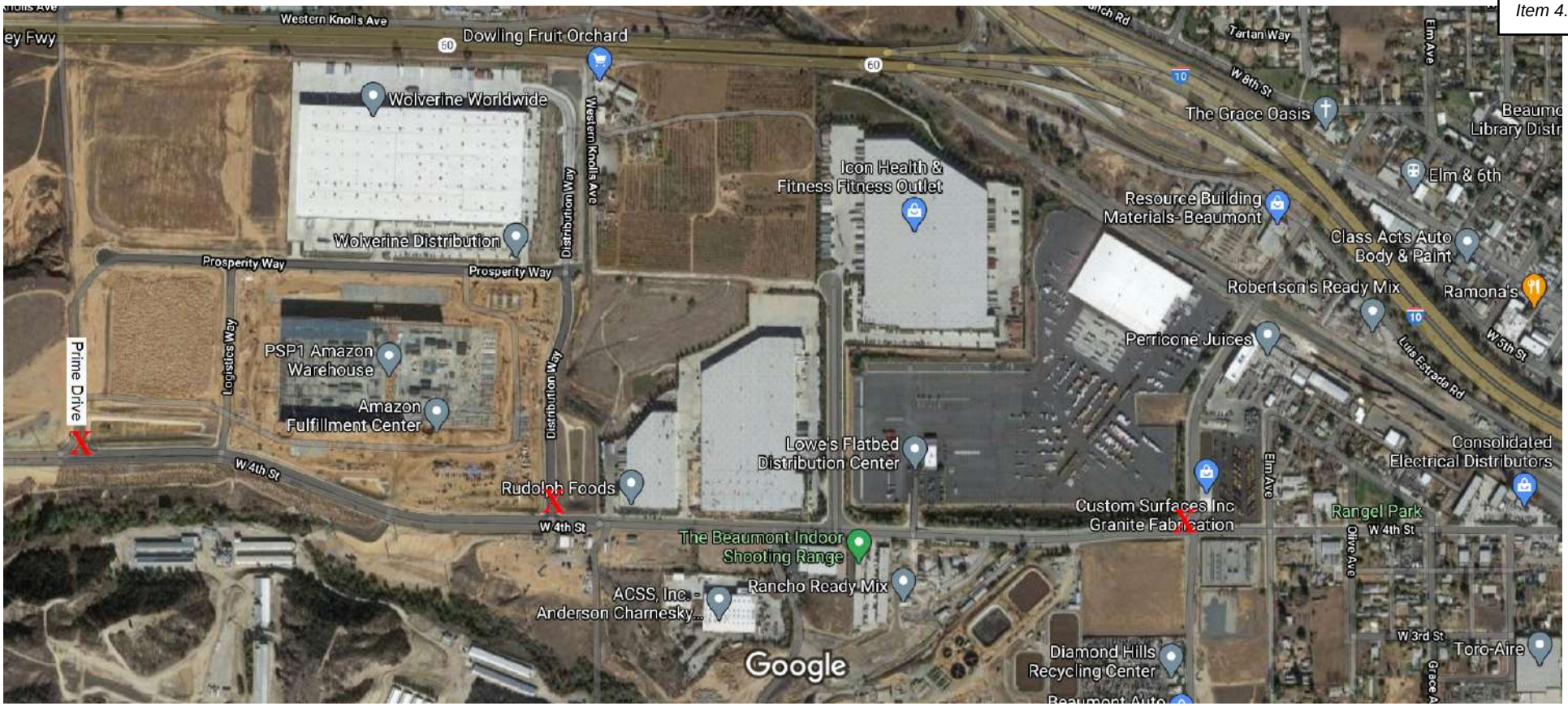
7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with 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.

Bruce McDonald  12/20/2020
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.

Bruce McDonald  12/10/2020

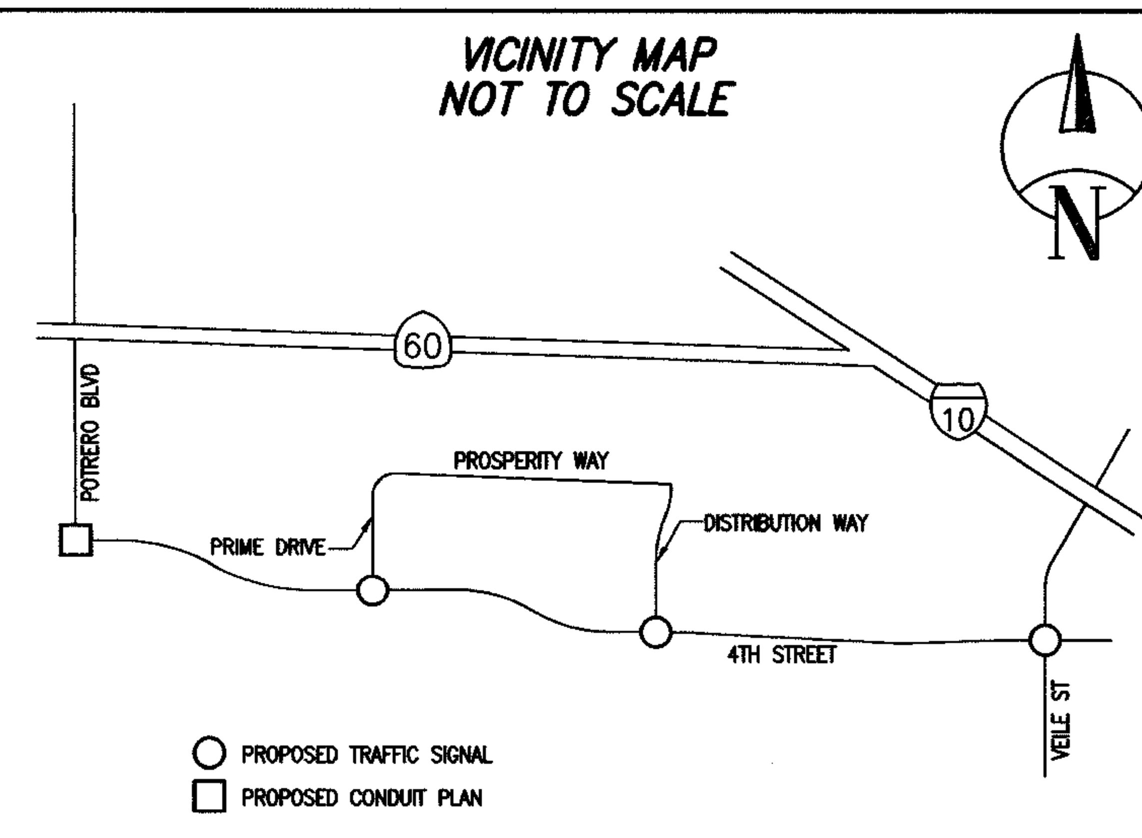
Print Name and Sign – Contact/Applicant Date


Western Knolls Ave
Dowling Fruit Orchard
Wolverine Worldwide
Western Knolls Ave
Distribution Way
Wolverine Distribution
Prosperity Way
Prosperity Way
Logistics Way
PSP1 Amazon Warehouse
Amazon Fulfillment Center
Prime Drive
W 4th St
Distribution Way
Rudolph Foods
W 4th St
Lowe's Flatbed Distribution Center
The Beaumont Indoor Shooting Range
Rancho Ready Mix
ACSS, Inc. - Anderson Charnesky...
Google
Tartan Way
W 6th St
The Grace Oasis
Elm Ave
Elm & 6th
Icon Health & Fitness Fitness Outlet
Resource Building Materials- Beaumont
Class Acts Auto Body & Paint
Robertson's Ready Mix
Ramona's
Perricone Juices
Luis Estrada Rd
W 5th St
Consolidated Electrical Distributors
Custom Surfaces Inc Granite Fabrication
Elm Ave
Rangel Park
W 4th St
Olive Ave
W 3rd St
Toro-Aire
Diamond Hills Recycling Center

CITY OF BEAUMONT

TRAFFIC SIGNAL, SIGNING & STRIPING AND CONDUIT PLANS

POTRERO BLVD, PRIME DRIVE, DISTRIBUTION WAY & VEILE STREET AT 4TH STREET



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 THE 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 MUINICIPAL 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.

GENERAL TRAFFIC SIGNAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF THE CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS (2015 RSP), CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014), AND THESE SPECIAL PROVISIONS FOR THIS PROJECT.
2. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT, (800) 227-2600, AND ALL CONCERNED UTILITY COMPANIES AT LEAST TWO WORKING DAYS IN ADVANCE OF EXCAVATION. LOCATIONS OF ALL UNDERGROUND UTILITIES ARE APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS AND VERIFY ALL CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ALL DAMAGES OCCURRED DUE TO FAILURE TO LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. HAND DIG AS NEEDED OR AS DIRECTED BY THE ENGINEER UNTIL CLEAR OF OBSTRUCTIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON CITY RIGHT-OF-WAY AFFECTED BY CONTRACTOR'S WORK. THE CONTRACTOR SHALL KEEP CITY RIGHT-OF-WAY CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCES BEING CONTROLLED AT ALL TIMES. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS. THERE SHALL BE NO STOCKPILING OF CONSTRUCTION MATERIALS WITHIN THE CITY RIGHT-OF-WAY WITHOUT THE PERMISSION OF THE ENGINEER.
4. ANY EXISTING IMPROVEMENTS DAMAGED SHALL BE REMOVED AND REPLACED AS APPROVED BY THE CITY ENGINEER. PAVEMENT RESTORATIONS SHALL BE PER CITY OF BEAUMONT STANDARDS.
5. SEE CALTRANS STANDARD PLAN ES-1A, ES-1B, AND ES-1C FOR SYMBOLS AND ABBREVIATION LEGENDS.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC SIGNAL EQUIPMENT, SIGNS, AND STRIPING IN ACCORDANCE WITH THE PLANS AND SPECIAL PROVISIONS. ALL SIGNS SHALL BE REFLECTORIZED AND STANDARD SIZE UNLESS OTHERWISE NOTED.
7. CONTROLLER CABINET AND SERVICE CABINET SHALL BE PLACED AT A MINIMUM OF 15 FEET APART.
8. ELECTRICAL CONDUIT SHALL BE PLACED AT A MINIMUM OF 2 FEET FROM TELEPHONE CONDUIT.
9. ALL PULL BOXES SIZE SHALL BE NO. 6 UNLESS OTHERWISE NOTED OR APPROVED BY THE ENGINEER. PULL BOXES IN UNIMPROVED AREAS NOT PROTECTED BY CURB AND GUTTER SHALL BE TRAFFIC BEARING TYPE. MAXIMUM SPACING BETWEEN PULL BOXES SHALL BE 200 FEET.
10. ALL CONDUITS SHALL BE 2-INCH TYPE 3 SCHEDULE 80 PVC UNLESS OTHERWISE NOTED. ALL CONDUITS PLACED UNDER PAVING SHALL BE INSTALLED WITHOUT OPEN CUTTING.
11. DETECTOR LOOPS SHALL BE CENTERED WITHIN THE DRIVING LANE UNLESS OTHERWISE NOTED. STRIPING LAYOUT (CAT-TRACKING) SHALL BE APPROVED BY THE CITY PRIOR TO DETECTOR LOOP INSTALLATION. ALL LOOP DETECTOR CONFIGURATIONS SHALL BE TYPE 'E' PER STANDARD PLAN ES-5B. ALL CURB TERMINATIONS SHALL BE TYPE 'A' PER STANDARD PLAN ES-5D. DETECTOR LOOP WIRES SHALL BE TESTED AND APPROVED PRIOR TO FILLING SAWCUTS.
12. ALL CABLES AND CONDUCTORS SHALL BE CONTINUOUS WITH A MINIMUM OF 6 FEET OF SLACK INSIDE EACH PULL BOX UNLESS OTHERWISE NOTED. 20 FEET OF SIGNAL INTERCONNECT CABLE SLACK SHALL BE PROVIDED INSIDE THE CONTROLLER CABINET.
13. TRAFFIC SIGNAL INTERCONNECT CABLE (SIC) SHALL BE 6-PAIR, AWG #20 CABLE UNLESS OTHERWISE NOTED. TRAFFIC SIGNAL INTERCONNECT CONDUIT SHALL HAVE A MINIMUM FACTORY CONDUIT BEND RADIUS OF 36 INCH.
14. ALL COMBINATION PEDESTRIAN AND VEHICLE SIGNAL INDICATIONS INCLUDING PV HEADS SHALL UTILIZE LIGHT EMITTING DIODE (L.E.D.) TECHNOLOGY. PEDESTRIAN SIGNAL HEADS SHALL BE THE COUNTDOWN TYPE.
15. THE CONTRACTOR SHALL POT-HOLE BEFORE TRAFFIC SIGNAL POLES ARE ORDERED.
16. TEMPORARY TRAFFIC CONTROL PLAN SHALL BE SUBMITTED FOR APPROVAL BY THE CITY ENGINEER PRIOR TO START ANY WORK.
17. THE CONTRACTOR IS REQUIRED TO SUBMIT TO THE ENGINEER "AS-BUILT" PRINTS PRIOR TO THE CITY'S ACCEPTING THE INSTALLATIONS. THE PRINTS SHALL INDICATE IN RED ALL DEVIATIONS FROM THE CONTRACT PLANS, SUCH AS LOCATION OF POLES, PULL BOXES AND RUNS, DEPTHS OF CONDUIT, NUMBER OF CONDUCTORS AND OTHER APPURTENANT WORK FOR FUTURE REFERENCE.
18. THE CONTRACTOR SHALL ALSO FURNISH CABINET INVENTORY SHEETS. THESE SHEETS SHALL INCLUDE SERIAL AND MODEL NUMBERS OF ALL EQUIPMENT CONTAINED IN THE CABINET.
19. THE CONTRACTOR SHALL CREATE THE INITIAL SIGNAL SETTINGS AND TIMINGS FOR THE PROPOSED TRAFFIC SIGNAL CONTROLLER OPERATION. A COPY OF THE TIMING SHEET SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVED PRIOR TO ACCEPTANCE.
20. ALL SALVAGED EQUIPMENT SHALL BE DELIVERED BY CONTRACTOR TO THE CITY OF BEAUMONT STORAGE YARD FACILITY AT 405 E 4TH STREET (SOUTHEAST CORNER OF 4TH AND G STREET). CONTRACTOR SHALL GIVE A 48-HOUR NOTICE TO THE CITY PRIOR TO ALL PICK-UP AND DELIVERY DATES.
21. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A BUILDING PERMIT (REIMBURSABLE FEE) FOR TRAFFIC SIGNAL METER INSTALLATION. ONCE THE WORK IS APPROVED AND BEEN ISSUED A GREEN TAG, THE CONTRACTOR SHALL CONTACT THE CITY OF BEAUMONT ENGINEERING DEPARTMENT TO AUTHORIZE SOUTHERN CALIFORNIA EDISON TO ENERGIZE THE TRAFFIC SIGNAL AND SAFETY LIGHTING.
22. THE CONTRACTOR SHALL MAINTAIN PROPER ADA CLEARANCES AROUND ALL NEW POLES, CABINETS, OR ANY OTHER ABOVE-GROUND EQUIPMENT TO BE INSTALLED AS PART OF THIS PROJECT. ALL NEW POLES, CONDUIT, AND PULL BOXES SHALL BE INSTALLED OUTSIDE OF CURB ACCESS RAMPS.

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, 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 OR RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: [signature] DATE: 7/3/19

LICENSE No. 69467 EXP. DATE: 6/30/20

GENERAL SIGNING & STRIPING NOTES:

1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 1&2, THE 2015 STANDARD PLANS AND THE 2015 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS WITHIN THE CITY RIGHT-OF-WAY SHALL MATCH CITY STANDARDS AND STENCILS. THESE ITEMS WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH CALTRANS STANDARDS.
2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CITY STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.

SHEET INDEX:

SHEET NO.	DESCRIPTION
1.	TITLE SHEET
2.	TRAFFIC SIGNAL CONDUIT PLAN FOR POTRERO BOULEVARD AT 4TH STREET
3.	TRAFFIC SIGNAL PLAN FOR PRIME DRIVE AT 4TH STREET
4.	TRAFFIC SIGNAL PLAN FOR DISTRIBUTION WAY AT 4TH STREET
5.	TRAFFIC SIGNAL PLAN FOR VEILE AVENUE AT 4TH STREET
6.	SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 60+50 TO STA. 69+00
7.	SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 69+00 TO STA. 93+00
8.	SIGNING AND STRIPING PLAN FOR 4TH STREET STA. 93+00 TO STA. 109+50
9.	SIGNING AND STRIPING PLAN FOR DISTRIBUTION WAY STA. 109+50 TO STA. 120+50
10.	SIGNING AND STRIPING PLAN FOR VEILE AVENUE AT 4TH STREET
11.	STREET IMPROVEMENTS PLAN FOR VEILE AVENUE AT 4TH STREET

PW2018-0284

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
U.S.C. & G.S. BENCHMARK NO. 0 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
(ELEVATION = 2523.981 (NGVD 29 DATUM – 1970 ADJ.)

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CNPP" AND "WIDC" BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 86°04'01.17163" E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

TJW ENGINEERING, INC.
Traffic Engineering & Transportation Planning Consultants
6 Venture, Suite 225, Irvine, CA 92618
t: (949) 878-3509 f: (949) 878-3593
www.tjwengineering.com

THOMAS JOSEPH WHEAT 7/3/19
R.C.E. No. 69467 EXPIRE: 6/30/20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER, THOMAS JOSEPH WHEAT, No. 69467, Exp. 6/30/20, CIVIL, STATE OF CALIFORNIA

DESIGN BY: JW
DRAWN BY: JW
CHECKED BY: TJW
SCALE: 1:20
DATE: 1/22/19
JOB NUMBER: THI-18-023

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: [signature] Staff Engineer Date: 7.25.19
Recommended for Approval By: [signature] Administrative Engineer Date: 7.25.19
Approved By: [signature] City Engineer/Director of Public Works Date: 7/26/19

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

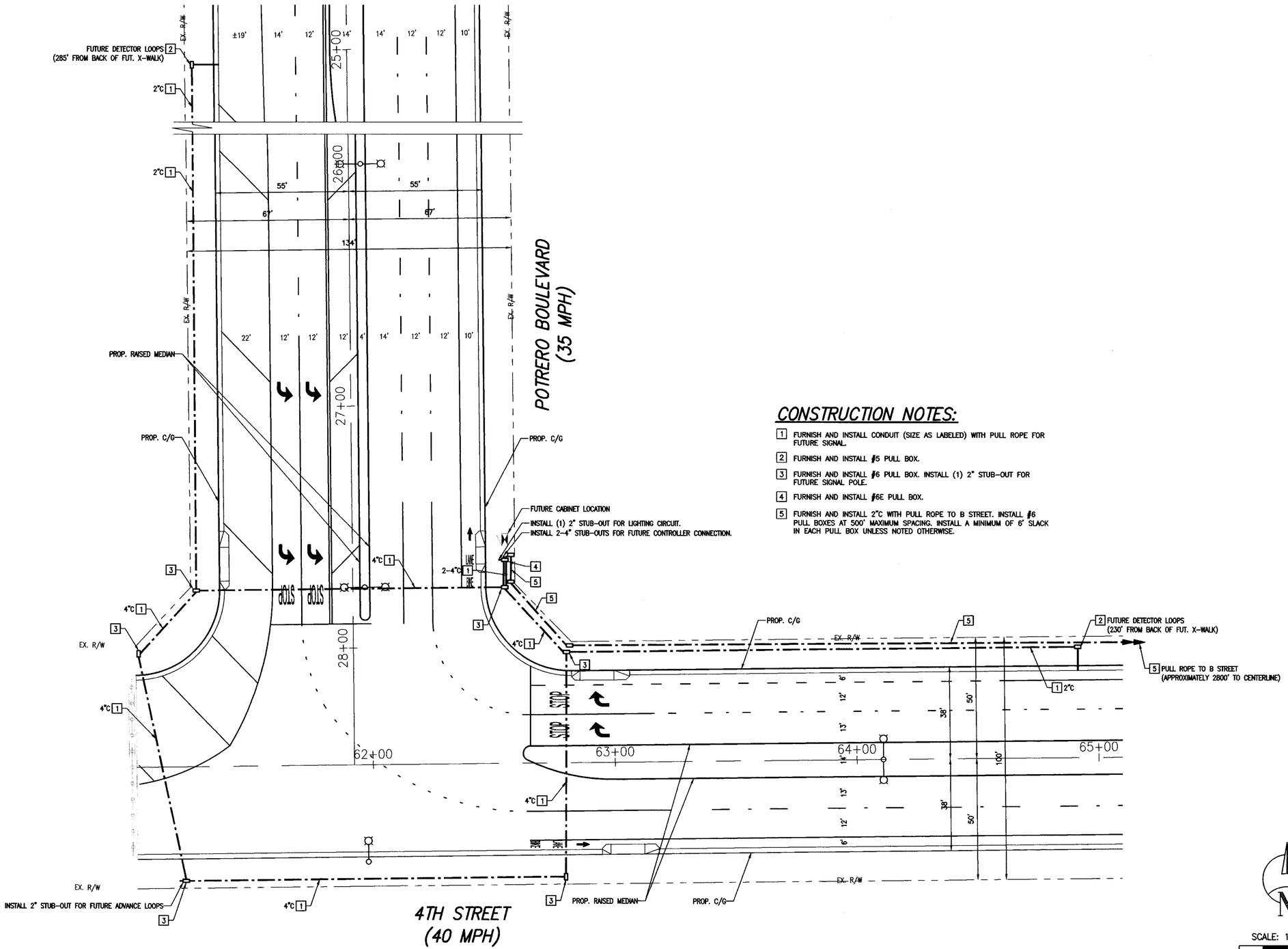
CITY OF BEAUMONT, CALIFORNIA
TITLE SHEET
TRAFFIC SIGNAL, SIGNING AND STRIPING & CONDUIT PLANS
POTRERO BLVD, PRIME DRIVE, DISTRIBUTION WAY & VEILE STREET AT 4TH STREET
STREET IMPROVEMENT PLAN

SHEET 1 OF 11 SHEETS
FILE NO: 3279

Plot Date: 07/3/2019 1:05:28 PM User: ############## File Name: C:\Users\Jasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\THI Projects\THI-18-023\THI18023 Veile-4th TS MYLAR 070319.dwg Last Update: 7/3/2019 12:03:36 PM

GENERAL TRAFFIC SIGNAL NOTES:

SEE SHEET 1.



CONSTRUCTION NOTES:

1. FURNISH AND INSTALL CONDUIT (SIZE AS LABELED) WITH PULL ROPE FOR FUTURE SIGNAL.
2. FURNISH AND INSTALL #5 PULL BOX.
3. FURNISH AND INSTALL #6 PULL BOX. INSTALL (1) 2" STUB-OUT FOR FUTURE SIGNAL POLE.
4. FURNISH AND INSTALL #6E PULL BOX.
5. FURNISH AND INSTALL 2"C WITH PULL ROPE TO B STREET. INSTALL #6 PULL BOXES AT 500' MAXIMUM SPACING. INSTALL A MINIMUM OF 6' SLACK IN EACH PULL BOX UNLESS NOTED OTHERWISE.

SCALE: 1" = 20'

10 0 10 20 30

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:

U.S.C. & G.S. BENCHMARK NO "D 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
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BASIS OF BEARINGS:

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER	△	REVISIONS	CITY	

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THOMAS JOSEPH WHEAT
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7/3/19 DATE

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DESIGN BY:	JW
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CHECKED BY:	TJW
SCALE:	1:20
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JOB NUMBER:	THI-18-023

CITY OF BEAUMONT, CALIFORNIA

Reviewed By: _____ Staff Engineer Date: 7.25.19

Recommended for Approval By: _____ Administrative Engineer Date: 7.25.19

Approved By: _____ Director of Public Works Date: 7/26/19

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St.
Beaumont, CA 92223
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TRAFFIC SIGNAL CONDUIT PLAN FOR POTRERO BOULEVARD AT 4TH STREET

STREET IMPROVEMENT PLAN

SHEET 2 OF 11 SHEETS
FILE NO: 3279

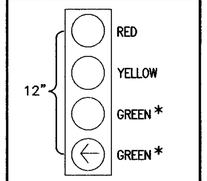
Plot Date: 07/3/2019 1:05:33 PM User: ######### File Name: C:\Users\Jasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\TH-18-023\TH18023 4th TS MYLAR 070319.dwg Last Update: 7/3/2019 12:03:43 PM

POLE AND EQUIPMENT SCHEDULE Δ

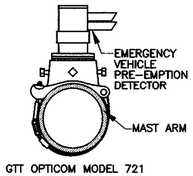
SPEC YEAR	CONDITION	POLE	STANDARDS TYPE	HEIGHT	SIGNAL M.A.	LUMIN. M.A.	VEH. SIGNAL MTG. MAST ARM	POLE	PED. SIG. MTG.	P.P.B. ϕ	P.P.B. QUAD	POLE LOC. A	POLE LOC. B	L.E.D. LUMINAIRE	INTERNALLY ILLUMINATED STREET NAME SIGN (I.I.S.N.S.)	COMMENTS
2015 RSP	(N)	Ⓐ	1-A	10'	–	–	–	TV-1-T	SP-1-T	–	–	18'	4'	–	–	–
2015 RSP	(N)	Ⓑ	26-4-100	30'	40'	15'	2-MAS	SV-2-TA	–	–	–	AS SHOWN	5'	157W EQ.	Prime Drive	F=18'
2015 RSP	(N)	Ⓒ	19-3-100	30'	25'	15'	MAS-4B	SV-1-T	–	–	–	AS SHOWN	5'	157W EQ.	4th Street	–
2015 RSP	(N)	Ⓓ	19-4-100	30'	30'	15'	MAS	SV-1-T	SP-1-T	–	–	1'	7'	157W EQ.	Prime Drive	–
2015 RSP	(N)	Ⓔ	PPB POST	4'-7"	–	–	–	–	–	6	3	32'	5'	–	–	–
2015 RSP	(N)	Ⓕ	15TS	30'	–	15'	–	–	–	6	3	35'	4'	157W EQ.	–	–

Δ = EXACT POLE LOCATIONS DETERMINED BY FIELD ENGINEER; POTHOLE POLE FOUNDATIONS PRIOR TO ORDERING POLES (N)=NEW (E)=EXISTING (RL)=RELOCATE (RS)=REMOVE AND SALVAGE

DETAIL 'A'



*GREEN INDICATIONS ARE SIMULTANEOUS



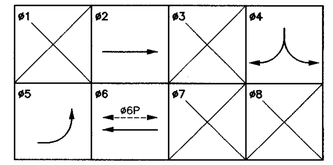
GTT OPTICOM MODEL 721

EMERGENCY VEHICLE PRE-EMPTION DETECTOR MOUNTING DETAIL

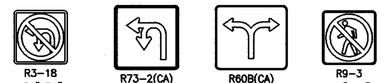
N.T.S

DETAIL 'B'

PROPOSED PHASE DIAGRAM



SIGN LEGEND:



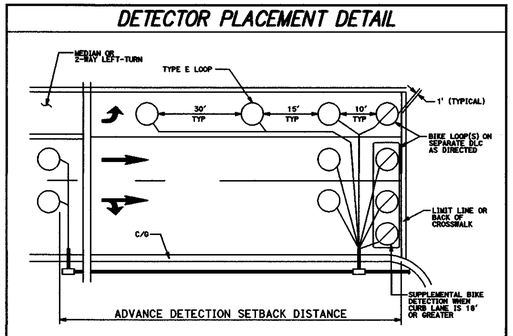
CONDUCTOR SCHEDULE

AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT		CONDUIT RUN NUMBER (N) 1	(N) 2	(N) 3	(N) 4	(N) 5	(N) 6	(N) 7
12 CONDUCTOR	POLE	Ⓐ	–	–	–	–	–	1	1
		Ⓑ	–	–	–	1	1	1	1
		Ⓒ	–	–	–	1	1	1	1
		Ⓓ	1	1	1	–	–	1	1
		Ⓔ	–	–	1	–	–	1	1
		Ⓕ	–	–	1	–	–	1	1
3 CONDUCTOR		Ⓖ	–	–	1	–	–	1	1
	TOTAL		1	1	1	1	2	4	4
#12	I.I.S.N.S.		2	2	2	2	2	2	–
#10	SIGNAL COMMON		1	1	1	1	1	2	2
	LUMINAIRES		2	2	2	2	2	2	–
	TOTAL		3	3	3	3	3	4	2
DLC (TYPE "B")	#2		–	–	–	3	3	3	3
	#4		–	3	3	–	–	3	3
	#5		–	–	–	2	2	2	2
	#6		–	–	–	–	–	2	3
	TOTAL		–	3	3	5	5	10	11
EVP CABLE			1	1	1	1	2	3	3
CONDUIT SIZE			3"	4"	4"	3"	4"	2-4"	2-4"
% FILL			9%	8%	8%	13%	12%	12%	12%

(E)=EXISTING; (N)=NEW

ALL CONDUCTORS ARE NEW.

DETECTOR PLACEMENT DETAIL

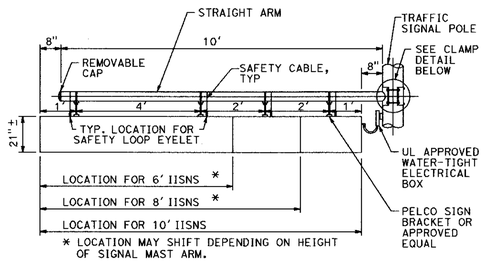


CONSTRUCTION NOTES:

1. FURNISH AND INSTALL TYPE 2070E CONTROLLER WITH 2033 PROGRAM HOUSED IN A TYPE 332L CABINET, WITH (8) 2-CHANNEL LID SENSORS, (4) PED ISOLATION UNITS, DRAWER, LED CABINET LIGHT, CONFLICT MONITOR UNIT AND GPS TIME CLOCK. FURNISH AND INSTALL GTT MODEL 762 RACK MOUNTED PHASE SELECTOR EQUIPMENT INTO CONTROLLER CABINET. INSTALL EXTERNAL MOUNTED BATTERY BACKUP SYSTEM TO BE PAID BY CONTRACTOR PER CALTRANS SPECIFICATIONS. INSTALL ANY OTHER NECESSARY EQUIPMENT TO ACCOMMODATE OPERATION PER PHASE DIAGRAM. FINAL LOCATION TO BE DETERMINED BY ENGINEER IN THE FIELD.
2. FURNISH AND INSTALL TYPE III-CF 120V/240V DUAL METER SERVICE EQUIPMENT ENCLOSURE. SIGNAL AND IISNS TO BE CONNECTED TO ONE METER AND SAFETY LIGHTING TO BE CONNECTED TO SECOND METER. THE CONTRACTOR SHALL PROVIDE FOR ALL REQUIRED ELECTRICAL SERVICE HOOK-UPS.
3. FURNISH AND INSTALL 3" PVC w/PULL ROPE PER S.C.E. REQUIREMENTS. CONDUCTORS BY S.C.E. CONTACT S.C.E. SERVICE PLANNER 48 HOURS BEFORE BEGINNING WORK.
4. FURNISH AND INSTALL MAST ARM MOUNTED SIGN PER CALTRANS STANDARD PLAN ES-7N, DETAIL U.
5. FURNISH AND INSTALL #5 PULL BOX.
6. FURNISH AND INSTALL #6 PULL BOX.
6E. FURNISH AND INSTALL #6E PULL BOX.
7. INSTALL 2"C WITH (2)#12 FOR I.I.S.N.S. AND (2)#10 FOR LIGHTING TO SERVICE PEDESTAL.
8. INSTALL 2"C WITH (3)#6 FOR SERVICE.
9. FURNISH AND INSTALL GTT OPTICOM DETECTOR MODEL 721, GTT MODEL 138 DETECTOR CABLE, SEE DETAIL 'B'.
10. INSTALL 2" CONDUIT WITH CONDUCTORS INCLUDED.
11. FURNISH AND INSTALL POLE MOUNTED SIGN PER CALTRANS STANDARD PLAN RS4.
12. FURNISH AND INSTALL 2"C WITH PULL ROPE TO POTRERO BOULEVARD. INSTALL #6 PULL BOXES AT 500' MAXIMUM SPACING. INSTALL A MINIMUM OF 6' SLACK IN EACH PULL BOX UNLESS NOTED OTHERWISE.
13. FURNISH AND INSTALL BROADBAND HIGH SPEED WIRELESS (300 Mbps) COMMUNICATION SYSTEM INCLUDING RACK MOUNTED POWER STRIP, ANTENNA, AND ETHERNET SWITCHES WITHIN THIS CABINET. WIRELESS ANTENNA SHALL BE INSTALLED AND PROGRAMMED BY A QUALIFIED MANUFACTURER TECHNICIAN ON POLE A. COMMUNICATION SYSTEM SHALL CONNECT WITH PROPOSED SYSTEM AT 4TH STREET AND DISTRIBUTION WAY.

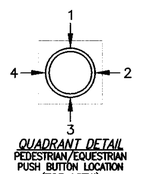
GENERAL TRAFFIC SIGNAL NOTES:

SEE SHEET 1.

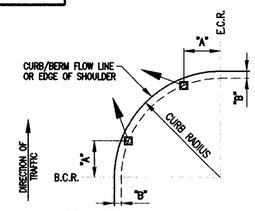


IISNS ARM MOUNTING

CLAMP DETAIL



QUADRANT DETAIL
PEDESTRIAN/EQUESTRIAN PUSH BUTTON LOCATION (TOP VIEW)



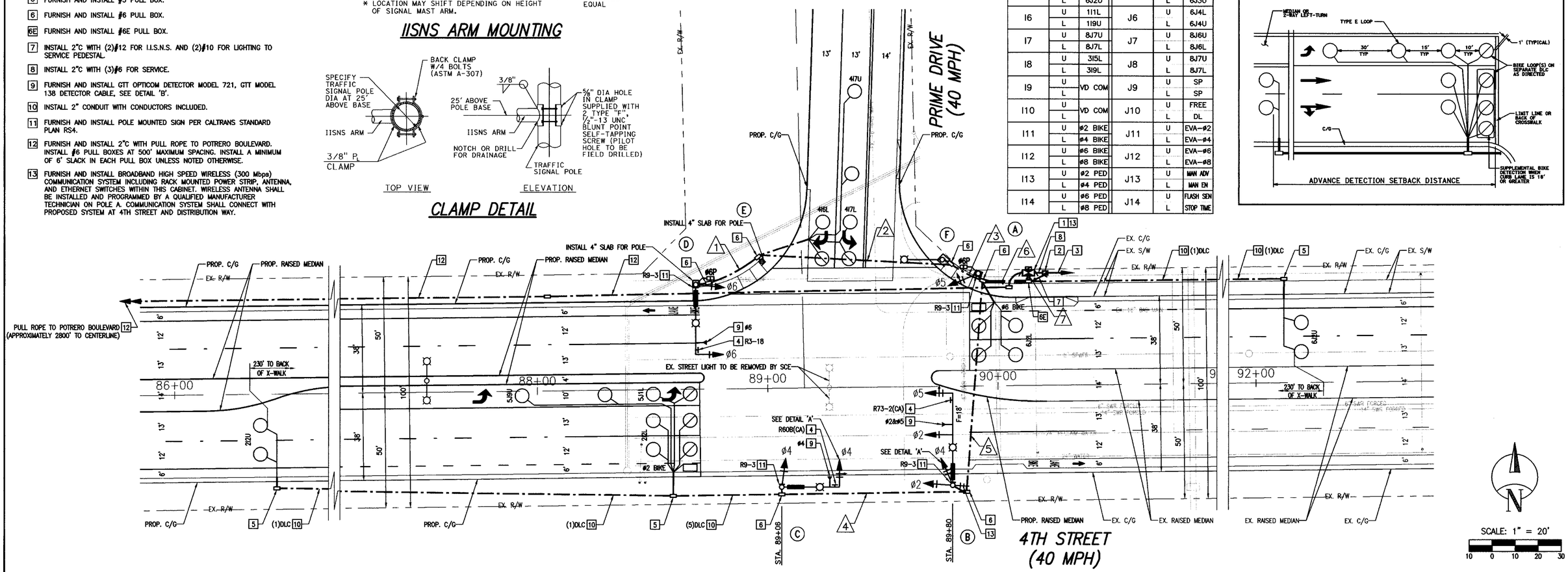
NOTE: FOR "A" AND "B" DIMENSIONS, SEE POLE SCHEDULE OR AS DIRECTED BY ENGINEER

(TYPICAL SIGNAL POLE PLACEMENT, UNLESS SHOWN ON PLANS)

SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS

PROPOSED SENSOR SCHEDULE

SLOT	POSITION	CHANNEL	SLOT	POSITION	CHANNEL
I1	U	212U	J1	U	213U
	L	212L		L	213L
I2	U	5J1L	J2	U	214U
	L	5J9U		L	214L
I3	U	416U	J3	U	417U
	L	416L		L	417L
I4	U	7J5L	J4	U	418U
	L	7J9L		L	418L
I5	U	6J2L	J5	U	6J3L
	L	6J2U		L	6J3U
I6	U	111L	J6	U	6J4L
	L	119U		L	6J4U
I7	U	8J7U	J7	U	8J6U
	L	8J7L		L	8J6L
I8	U	315L	J8	U	8J7U
	L	319L		L	8J7L
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	#2 BIKE	J11	U	EVA-#2
	L	#4 BIKE		L	EVA-#4
I12	U	#6 BIKE	J12	U	EVA-#6
	L	#8 BIKE		L	EVA-#8
I13	U	#2 PED	J13	U	MAN ADV
	L	#4 PED		L	MAN EN
I14	U	#6 PED	J14	U	FLASH SEN
	L	#8 PED		L	STOP TIME



SCALE: 1" = 20'

10 0 10 20 30

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:

U.S.C. & G.S. BENCHMARK NO. D 71 (REVERSE) (COUNTY DESIGNATION 603-39-63) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
(ELEVATION = 2523.961 (NGVD 29 DATUM – 1970 ADJ.)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO OORS STATIONS "CNPP" AND "NVDC" BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 89°04'01.11"E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

TJW ENGINEERING, INC.
Traffic Engineering & Transportation Planning Consultants
6 Venture, Suite 225, Irvine, CA 92618
t: (949) 878-3509 f: (949) 878-3593
www.tjwengineering.com

THOMAS JOSEPH WHEAT
R.C.E. No. 69467 EXPIRE: 6/30/20
7/3/19 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — THOMAS JOSEPH WHEAT — No. 69467 — Exp. 6/30/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY:	JW
DRAWN BY:	JW
CHECKED BY:	TJW
SCALE:	1:20
DATE:	1/22/19
JOB NUMBER:	THI-18-023

CITY of BEAUMONT — CALIFORNIA INC. NOV. 18, 1912

Reviewed By: Staff Engineer Date: 7.25.19

Recommended for Approval By: Administrating Engineer Date: 7.25.19

Approved By: Engineer/Director Of Public Works Date: 7/26/19

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
560E. 6th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA

TRAFFIC SIGNAL PLAN FOR PRIME DRIVE AT 4TH STREET

STREET IMPROVEMENT PLAN

SHEET 3 OF 11 SHEETS

FILE NO: 3279

Plot Date: 07/3/2019 1:05:37 PM User: ##########
File Name: C:\Users\Jasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\THI Projects\THI-18-023\THI18023 4th TS MYLAR 070319.dwg
Last Update: 7/3/2019 12:03:43 PM

POLE AND EQUIPMENT SCHEDULE △

SPEC YEAR	CONDITION	POLE	STANDARDS: TYPE	HEIGHT	SIGNAL M.A.	LUMIN. M.A.	VEH. SIGNAL MTG.: MAST ARM	POLE	PED. SIG. MTG.	P.P.B.: ϕ	QUAD	POLE LOC.: A	B	L.E.D. LUMINAIRE	INTERNALLY ILLUMINATED STREET NAME SIGN (I.I.S.N.S.)	COMMENTS
2015 RSP	(N)	Ⓐ	26-4-100	30'	40'	15'	2-MAS	SV-1-T	SP-1-T	–	–	7'	4'	157W EQ.	Distribution Way	F=17'
2015 RSP	(N)	Ⓑ	1-A	10'	–	–	–	TV-1-T	–	6	3	13'	4'	–	–	–
2015 RSP	(N)	Ⓒ	19-3-100	30'	30'	15'	MAS-4B	SV-1-T	–	6	3	11'	4'	157W EQ.	4th Street	–
2015 RSP	(N)	Ⓓ	1-A	10'	–	–	–	TV-1-T	SP-1-T	–	–	11'	4'	–	–	–
2015 RSP	(N)	Ⓔ	26-4-100	30'	40'	15'	2-MAS	SV-1-T	SP-1-T	–	–	2'	4'	157W EQ.	Distribution Way	F=18'
2015 RSP	(N)	Ⓕ	1-A	10'	–	–	–	TV-1-T	–	2	1	AS SHOWN	4'	–	–	–
2015 RSP	(N)	Ⓖ	19-3-100	30'	30'	15'	MAS-4B	SV-1-T	–	2	1	AS SHOWN	5'	157W EQ.	4th Street	–
2015 RSP	(N)	Ⓗ	1-A	10'	–	–	–	TV-1-T	SP-1-T	–	–	4'	4'	–	–	–

△ = EXACT POLE LOCATIONS DETERMINED BY FIELD ENGINEER; POTHOLE POLE FOUNDATIONS PRIOR TO ORDERING POLES (N)=NEW (E)=EXISTING (RL)=RELOCATE (RS)=REMOVE AND SALVAGE

CONSTRUCTION NOTES:

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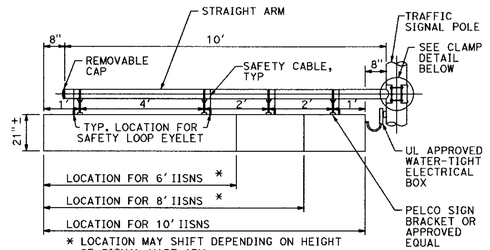
4. FURNISH AND INSTALL MAST ARM MOUNTED SIGN PER CALTRANS STANDARD PLAN ES-7N, DETAIL U.
5. FURNISH AND INSTALL #5 PULL BOX.
5T. FURNISH AND INSTALL #5T PULL BOX.
6. FURNISH AND INSTALL #6 PULL BOX.
7. INSTALL 2"C WITH (2)#12 FOR I.I.S.N.S. AND (2)#10 FOR LIGHTING TO SERVICE PEDESTAL.
8. INSTALL 2"C WITH (3)#6 FOR SERVICE.
9. FURNISH AND INSTALL GTT OPTICOM DETECTOR MODEL 721, GTT MODEL 138 DETECTOR CABLE, SEE DETAIL 'B'.
10. INSTALL 2" CONDUIT WITH CONDUCTORS INCLUDED.
11. FURNISH AND INSTALL POLE MOUNTED SIGN PER CALTRANS STANDARD PLAN RS4.
12. FURNISH AND INSTALL BROADBAND HIGH SPEED WIRELESS (300 Mbps) COMMUNICATION SYSTEM INCLUDING RACK MOUNTED POWER STRIP, ANTENNA, AND ETHERNET SWITCHES WITHIN THIS CABINET. WIRELESS ANTENNA SHALL BE INSTALLED AND PROGRAMMED BY A QUALIFIED MANUFACTURER TECHNICIAN ON POLE A. COMMUNICATION SYSTEM SHALL CONNECT WITH PROPOSED SYSTEM AT 4TH STREET AND VEILE AVENUE.
13. FURNISH AND INSTALL BROADBAND HIGH SPEED WIRELESS (300 Mbps) COMMUNICATION SYSTEM INCLUDING RACK MOUNTED POWER STRIP, ANTENNA, AND ETHERNET SWITCHES WITHIN THIS CABINET. WIRELESS ANTENNA SHALL BE INSTALLED AND PROGRAMMED BY A QUALIFIED MANUFACTURER TECHNICIAN ON POLE A. COMMUNICATION SYSTEM SHALL CONNECT WITH PROPOSED SYSTEM AT 4TH STREET AND PRIME DRIVE.

CB. INSTALL CONDUIT INTO EXISTING PULL BOX.

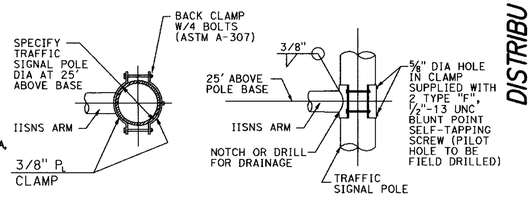
GENERAL TRAFFIC SIGNAL NOTES:

SEE SHEET 1.

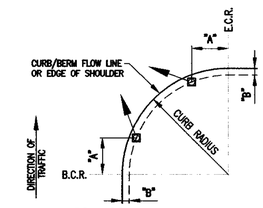


* LOCATION MAY SHIFT DEPENDING ON HEIGHT OF SIGNAL MAST ARM.

IISNS ARM MOUNTING



CLAMP DETAIL



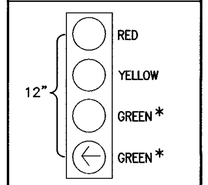
NOTE: FOR "A" AND "B" DIMENSIONS, SEE POLE SCHEDULE OR AS DIRECTED BY ENGINEER

(TYPICAL SIGNAL POLE PLACEMENT, UNLESS SHOWN ON PLANS)

SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS

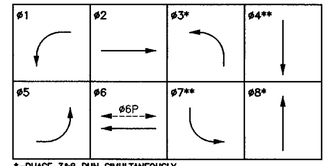
SIGN LEGEND:

DETAIL 'A'

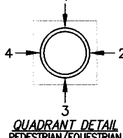


*GREEN INDICATIONS ARE SIMULTANEOUS

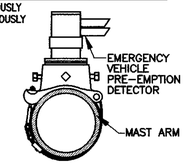
PROPOSED PHASE DIAGRAM



*=PHASE 3&8 RUN SIMULTANEOUSLY
**=PHASE 4&7 RUN SIMULTANEOUSLY



QUADRANT DETAIL
PEDESTRIAN/EQUESTRIAN PUSH BUTTON LOCATION (TOP VIEW)



GTT OPTICOM MODEL 721

EMERGENCY VEHICLE PRE-EMPTION DETECTOR MOUNTING DETAIL

N.T.S

DETAIL 'B'

CONDUCTOR SCHEDULE

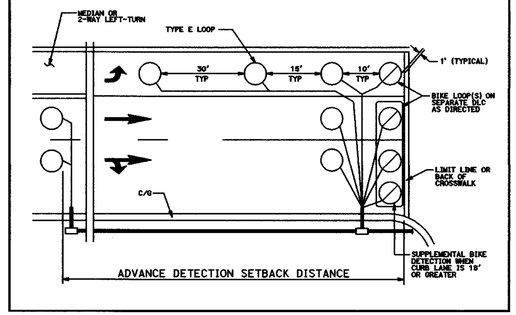
AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	CONDUIT RUN NUMBER (N)	(E)	(N)	(E)	(E)	(E)	(E)	(E)	(N)
		1	2	3	4	5	6	7	8	9
12 CONDUCTOR / 3 CONDUCTOR	POLE - Ⓐ	–	–	–	–	–	–	–	1	1
	Ⓑ	–	–	–	–	–	–	1	1	1
	Ⓒ	–	–	–	–	–	1	1	1	1
	Ⓓ	–	–	–	–	1	1	1	1	1
	Ⓔ	1	1	–	–	–	–	–	1	1
	Ⓕ	–	1	1	–	–	–	–	1	1
	Ⓖ	–	–	1	1	–	–	–	1	1
	Ⓗ	–	–	–	1	–	–	–	1	1
	TOTAL	1	2	1	1	4	2	1	2	3	2	8	4	8	4
#12	I.I.S.N.S.	2	2	2	2	–	2	2	2	–
#10	SIGNAL COMMON	1	1	1	1	1	1	1	2	2
	LUMINAIRES	2	2	2	2	–	2	2	2	–
	TOTAL	3	3	3	3	1	3	3	4	2
DLC (TYPE "B")	#1	–	–	–	–	2	2	2	2	2
	#2	–	–	–	2	–	–	–	2	2
	#4	–	–	–	–	–	–	3	3	3
	#5	–	–	–	2	–	–	–	2	2
	#6	–	–	–	–	2	2	2	2	2
	#7	–	–	–	–	–	–	2	2	2
	#8	–	1	1	1	–	–	–	1	1
	TOTAL	–	1	1	5	4	4	9	14	14
EVP CABLE		1	1	1	2	–	1	1	4	4
CONDUIT SIZE		3"	3"	3"	3"	3"	3"	3"	2-3"	2-4"
% FILL		9%	16%	11%	33%	10%	19%	31%	35%	20%

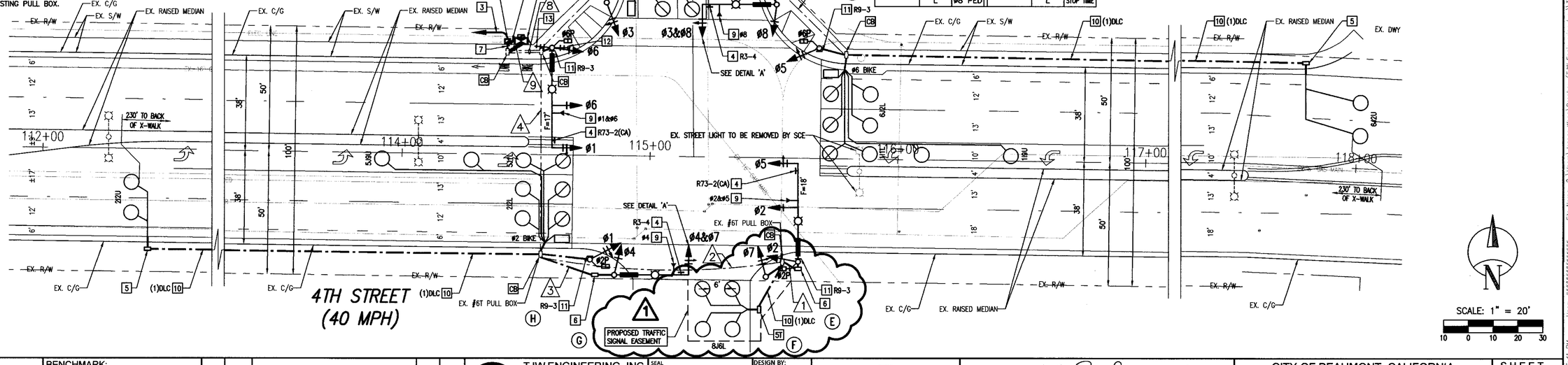
(E)=EXISTING; (N)=NEW
ALL CONDUCTORS ARE NEW.

PROPOSED SENSOR SCHEDULE

SLOT	POSITION	CHANNEL	SLOT	POSITION	CHANNEL
I1	U	2I2U	J1	U	2I3U
	L	2I2L		L	2I3L
I2	U	5J1L	J2	U	2I4U
	L	5J9U		L	2I4L
I3	U	4I6U	J3	U	4I7U
	L	4I6L		L	4I7L
I4	U	7J5L	J4	U	4I8U
	L	7J9L		L	4I8L
I5	U	6J2L	J5	U	6J3L
	L	6J2U		L	6J3U
I6	U	1I1L	J6	U	6J4L
	L	1I9U		L	6J4U
I7	U	8J7U	J7	U	8J6U
	L	8J7L		L	8J6L
I8	U	3I5L	J8	U	8J7U
	L	3I9L		L	8J7L
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ϕ2 BIKE	J11	U	EVA-ϕ2
	L	ϕ4 BIKE		L	EVA-ϕ4
I12	U	ϕ6 BIKE	J12	U	EVA-ϕ6
	L	ϕ8 BIKE		L	EVA-ϕ8
I13	U	ϕ2 PED	J13	U	MAN ADV
	L	ϕ4 PED		L	MAN EN
I14	U	ϕ6 PED	J14	U	FLASH SEN
	L	ϕ8 PED		L	STOP TIME

DETECTOR PLACEMENT DETAIL





SCALE: 1" = 20'

DIGALERT	BENCHMARK:							TJW ENGINEERING, INC.	SEAL	DESIGN BY: JW	REVIEWED BY:	CITY OF BEAUMONT, CALIFORNIA	SHEET 4
Call 2 Working Days Before You Dig! 811	U.S.C. & G.S. BENCHMARK NO. D 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED. (ELEVATION = 2523.181 (NGVD 29 DATUM – 1970 ADJ.)							Traffic Engineering & Transportation Planning Consultants 6 Venture, Suite 225, Irvine, CA 92618 t: (949) 878-3509 f: (949) 878-3593 www.tjwengineering.com	REGISTERED PROFESSIONAL ENGINEER THOMAS JOSEPH WHEAT No. 69467 Exp. 6/30/20 CIVIL STATE OF CALIFORNIA	DRAWN BY: JW	Staff Engineer Date: 7.25.19		
	BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE II, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CMPP" AND "NKCC" BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 89°45'51.11"W (2007.0 EPOCH).									CHECKED BY: TJW	Recommended for Approval By: Administration Engineer Date: 7.25.19		
		TJW	⚠	CONTRACTOR SHALL NOT CONDUCT WORK IN THE CLOUDED AREA UNTIL THE REQUIRED CITY OF BEAUMONT ROW HAVE BEEN OBTAINED.						SCALE: 1:20	Approved By: PW Engineer/Director of Public Works Date: 7/26/19		
		BY	MARK	DESCRIPTION	APPR.	DATE				DATE: 9/21/18			
		ENGINEER		REVISIONS	CITY			THOMAS JOSEPH WHEAT R.C.E. No. 69467 EXPIRE: 6/30/20	7/3/19 DATE	JOB NUMBER: THI-18-023	CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION 550E. 6th St. Beaumont, CA 92223 TEL: (951) 769-8520 FAX: (951) 769-8520	TRAFFIC SIGNAL PLAN FOR DISTRIBUTION WAY AT 4TH STREET	OF 11 SHEETS
												STREET IMPROVEMENT PLAN	FILE NO: 3279

Last Update: 7/3/2019 12:03:43 PM
File Name: C:\Users\Jasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\THI Projects\THI-18-023\THI0023 4th TS MYLAR 070319.dwg
User: ##########
Plot Date: 07/3/2019 1:05:41 PM

Item 4.

POLE AND EQUIPMENT SCHEDULE △

SPEC YEAR	CONDITION	POLE	STANDARDS: TYPE	HEIGHT	SIGNAL M.A.	LUMIN. M.A.	VEH. SIGNAL MTG.: MAST ARM	POLE	PED. SIG. MTG.	P.P.B.: ø	QUAD	POLE LOC.: A	B	L.E.D. LUMINARE	INTERNALLY ILLUMINATED STREET NAME SIGN (I.I.S.N.S.)	COMMENTS
2015	RSP	(N)	Ⓐ	19-4-100	30'	25	15'	2-MAS	SV-1-T	–	–	(AS)	3'	157W EQ.	Veile Ave	F=12'
2015	RSP	(N)	Ⓑ	1-A**	10'	–	–	–	TV-2-T	SP-1-T	6	3	(AS)	2'	–	–	–
2015	RSP	(N)	Ⓒ	24-3-100	30'	35'	15'	2-MAS	SV-1-T	SP-1-T	6	3	13'	5'	157W EQ.	4th Street	F=12'
2015	RSP	(N)	Ⓓ	1-A	10'	–	–	–	TV-2-T	SP-1-T	8	4	9'	5'	–	–	–
2015	RSP	(N)	Ⓔ	26-4-100	30'	40'	15'	2-MAS	SV-1-T	–	–	–	-5'	2.5'	157W EQ.	Veile Ave	F=15'
2015	RSP	(N)	Ⓕ	PPB	5'-7"	–	–	–	–	–	8	4	14'	4'	–	–	–
2015	RSP	(N)	Ⓖ	1-A	10'	–	–	–	TV-2-T	SP-1-T	–	–	0'	4.5'	–	–	–
2015	RSP	(N)	Ⓗ	17-2-100	25'***	9'*	–	MAS-4C	–	–	–	–	(AS)	2.5'	–	–	–
2015	RSP	(N)	Ⓘ	1-A	10'	–	–	–	TV-1-T	–	–	–	2'	4'	–	–	–
2015	RSP	(N)	Ⓙ	1-A	10'	–	–	–	TV-2-T	–	–	–	-8'	5'	–	–	–

△ = EXACT POLE LOCATIONS DETERMINED BY FIELD ENGINEER; POTHOLE POLE FOUNDATIONS PRIOR TO ORDERING POLES (N)=NEW (E)=EXISTING (RL)=RELOCATE (RS)=REMOVE AND SALVAGE (AS)=AS SHOWN

* INSTALL SPECIAL MAST ARM LENGTH; MOUNT SIGNAL HEAD MINIMUM 17' ABOVE FINISHED SURFACE

** CONTRACTOR TO CONFIRM PUSH BUTTON MEETS ADA STANDARDS OF HEIGHT FROM FINISHED SURFACE

*** CUSTOM POLE HEIGHT WITH NO LUMINAIRE

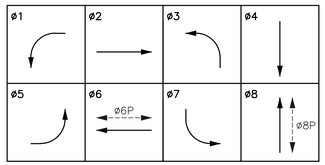
GENERAL TRAFFIC SIGNAL NOTES:

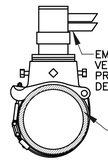
SEE SHEET 1.

CONSTRUCTION NOTES:

1. FURNISH AND INSTALL TYPE 2070E CONTROLLER WITH 2033 PROGRAM HOUSED IN A TYPE 332L CABINET, WITH (8) 2-CHANNEL LID SENSORS, (4) PED ISOLATION UNITS, MODEM, WIRELESSS BROADBAND COMMUNICATION, DRAWER, LED CABINET LIGHT, CONFLICT MONITOR UNIT AND GPS TIME CLOCK. FURNISH AND INSTALL GTT MODEL 762 RACK MOUNTED PHASE SELECTOR EQUIPMENT INTO CONTROLLER CABINET. INSTALL EXTERNAL MOUNTED BATTERY BACKUP SYSTEM TO BE PAID BY CONTRACTOR PER CALTRANS SPECIFICATIONS. INSTALL ANY OTHER NECESSARY EQUIPMENT TO ACCOMMODATE OPERATION PER PHASE DIAGRAM. FINAL LOCATION TO BE DETERMINED BY ENGINEER IN THE FIELD.
2. FURNISH AND INSTALL TYPE III-CF 120V/240V DUAL METER SERVICE EQUIPMENT ENCLOSURE. SIGNAL AND IISNS TO BE CONNECTED TO ONE METER AND SAFETY LIGHTING TO BE CONNECTED TO SECOND METER. THE CONTRACTOR SHALL PROVIDE FOR ALL REQUIRED ELECTRICAL SERVICE HOOK-UPS.
3. FURNISH AND INSTALL 3" PVC w/PULL ROPE PER S.C.E. REQUIREMENTS. CONDUCTORS BY S.C.E. CONTACT S.C.E. SERVICE PLANNER 48 HOURS BEFORE BEGINNING WORK.
4. FURNISH AND INSTALL MAST ARM MOUNTED SIGN PER CALTRANS STANDARD PLAN ES-7N, DETAIL U.
5. FURNISH AND INSTALL GTT OPTICOM DETECTOR MODEL 721, GTT MODEL 138 DETECTOR CABLE, SEE DETAIL 'A'.
6. FURNISH AND INSTALL #6 PULL BOX.
6E. FURNISH AND INSTALL #6E PULL BOX.
7. FURNISH AND INSTALL POLE MOUNTED SIGN PER CALTRANS STANDARD PLAN RS4.
8. INSTALL 2" CONDUIT WITH CONDUCTORS INDICATED.
9. INSTALL 2"C WITH (2)#12 FOR I.I.S.N.S. AND (2)#10 FOR LIGHTING TO SERVICE PEDESTAL.
10. INSTALL 2"C WITH (3)#6 FOR SERVICE.
11. FURNISH AND INSTALL BROADBAND HIGH SPEED WIRELESS (300 Mbps) COMMUNICATION SYSTEM INCLUDING RACK MOUNTED POWER STRIP, ANTENNA, AND ETHERNET SWITCHES WITHIN THIS CABINET. WIRELESS ANTENNA SHALL BE INSTALLED AND PROGRAMMED BY A QUALIFIED MANUFACTURER TECHNICIAN ON POLE A. COMMUNICATION SYSTEM SHALL CONNECT WITH PROPOSED SYSTEM AT 4TH STREET AND DISTRIBUTION WAY.

PROPOSED PHASE DIAGRAM





GTT OPTICOM MODEL 721

EMERGENCY VEHICLE PRE-EMPTION DETECTOR MOUNTING DETAIL

N.T.S

PROPOSED SENSOR SCHEDULE

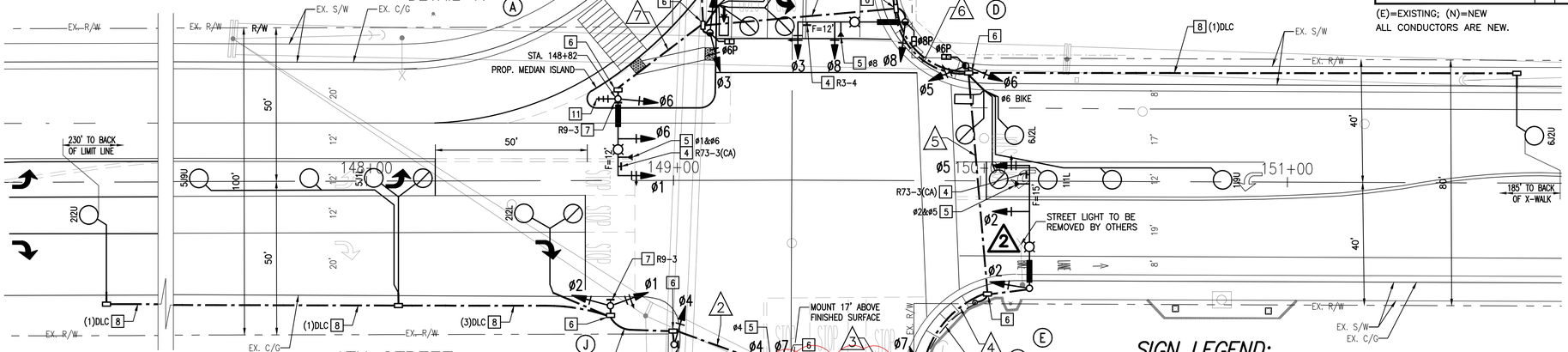
SLOT	POSITION	CHANNEL	SLOT	POSITION	CHANNEL
I1	U	2I2U	J1	U	2I3U
	L	2I2L		L	2I3L
I2	U	5J1L	J2	U	2I4U
	L	5J9U		L	2I4L
I3	U	4I6U	J3	U	4I7U
	L	4I6L		L	4I7L
I4	U	7J5L	J4	U	4I8U
	L	7J9L		L	4I8L
I5	U	6J2L	J5	U	6J3L
	L	6J2U		L	6J3U
I6	U	1I1L	J6	U	6J4L
	L	1I9U		L	6J4U
I7	U	8J7U	J7	U	8J6U
	L	8J7L		L	8J6L
I8	U	3I5L	J8	U	8J7U
	L	3I9L		L	8J7L
I9	U	VD COM	J9	U	SP
	L			L	SP
I10	U	VD COM	J10	U	FREE
	L			L	DL
I11	U	ø2 BIKE	J11	U	EVA-ø2
	L	ø4 BIKE		L	EVA-ø4
I12	U	ø6 BIKE	J12	U	EVA-ø6
	L	ø8 BIKE		L	EVA-ø8
I13	U	ø2 PED	J13	U	MAN ADV
	L	ø4 PED		L	MAN EN
I14	U	ø6 PED	J14	U	FLASH SEN
	L	ø8 PED		L	STOP TIME

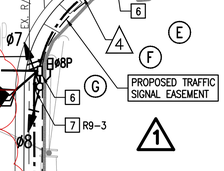
CONDUCTOR SCHEDULE

AWG SIZE OR CABLE TYPE	POLE OR CIRCUIT	CONDUIT RUN NUMBER (N) 1	(N) 2	(N) 3	(N) 4	(N) 5	(N) 6	(N) 7	(N) 8	(N) 9	(N) 10
12 CONDUCTOR	POLE - Ⓐ	–	–	–	–	–	–	1	–	1	1
	Ⓑ	–	–	–	–	–	–	–	1	1	1
	Ⓒ	–	–	–	–	–	–	–	–	1	1
	Ⓓ	–	–	–	–	1	–	–	–	1	1
	Ⓔ	–	–	–	–	1	–	–	–	1	1
	Ⓕ	–	–	–	–	1	–	–	–	1	1
	Ⓖ	–	–	–	1	–	–	–	–	1	1
	Ⓗ	–	–	–	1	–	–	–	–	1	1
	Ⓘ	–	1	–	1	–	–	–	–	1	1
3 CONDUCTOR	Ⓙ	1	–	1	–	1	–	–	–	1	1
	TOTAL	1	–	2	–	3	–	4	–	5	6
#12	I.I.S.N.S.	2	2	2	2	2	2	–	1	2	2
#10	SIGNAL COMMON	1	1	1	1	1	1	1	1	1	1
	LUMINAIRES	2	2	2	2	2	2	–	–	2	2
	TOTAL	3	3	3	3	3	3	1	1	3	3
DLC (TYPE "B")	ø1	–	–	–	–	–	2	–	–	2	2
	ø2	2	2	2	2	2	–	–	–	2	2
	ø3	–	–	–	2	2	2	–	–	2	2
	ø4	–	–	–	–	–	–	–	3	3	3
	ø5	2	2	2	2	2	2	–	–	2	2
	ø6	–	–	–	–	–	3	–	–	3	3
	ø7	–	–	–	–	–	–	2	2	2	2
	ø8	–	–	–	3	3	3	–	–	3	3
	TOTAL	4	4	4	9	9	14	–	5	19	19
EVP CABLE		–	–	1	1	2	2	1	1	4	4
CONDUIT SIZE		2"	4"	4"	4"	4"	2-4"	2"	4"	2-4"	2-4"
% FILL		21%	9%	12%	18%	23%	15%	18%	12%	23%	23%

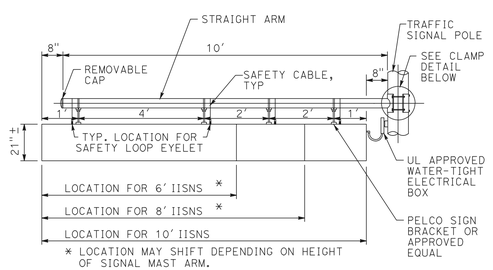
(E)=EXISTING; (N)=NEW

ALL CONDUCTORS ARE NEW.

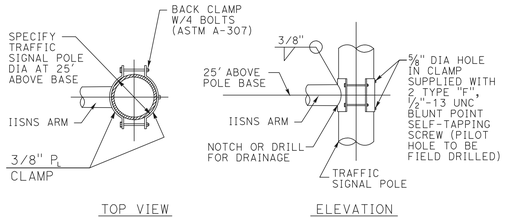




SIGN LEGEND:

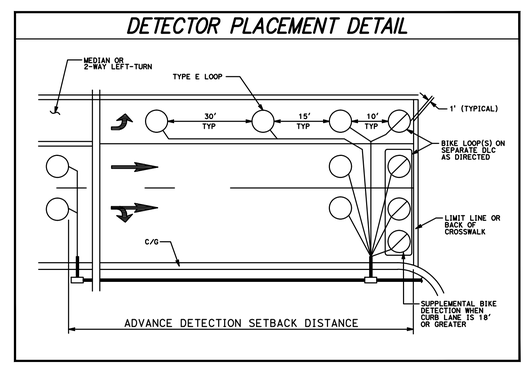


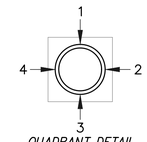
IISNS ARM MOUNTING



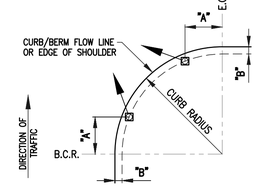
CLAMP DETAIL

DETECTOR PLACEMENT DETAIL





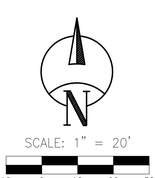
QUADRANT DETAIL
PEDESTRIAN/EQUESTRIAN PUSH BUTTON LOCATION (TOP VIEW)



NOTE: FOR "A" AND "B" DIMENSIONS, SEE POLE SCHEDULE OR AS DIRECTED BY ENGINEER

(TYPICAL SIGNAL POLE PLACEMENT, UNLESS SHOWN ON PLANS)

SIGNAL STANDARD PLACEMENT DIMENSIONS AND EQUIPMENT LOCATIONS



DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:

U.S.C. & G.S. BENCHMARK NO. T 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD. SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOUND. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
ELEVATION = 2523.981 (NGVD 29 DATUM – 1970 ADJ.)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CNPP" AND "NIOC" BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 88°04'01.11"E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
TJW	3	ASBUILT: TRAFFIC SIGNAL PLAN		
TJW	2	ADJUST LOCATION FOR POLES E & H DUE TO UTILITY CONFLICTS		
TJW	1	CONTRACTOR SHALL NOT CONDUCT WORK IN THE CLOUDED AREA UNTIL THE REQUIRED CITY OF BEAUMONT ROW HAVE BEEN OBTAINED.		
ENGINEER		REVISIONS	CITY	

TJW ENGINEERING, INC.
Traffic Engineering & Transportation Planning Consultants
6 Venture, Suite 225, Irvine, CA 92618
t: (949) 878-3509 f: (949) 878-3593
www.tjwengineering.com

THOMAS JOSEPH WHEAT R.C.E. No. 69467 EXPIRE: 6/30/22 — 7/31/19 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — THOMAS JOSEPH WHEAT — No. 69467 Exp. 6/30/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY:	JW
DRAWN BY:	JW
CHECKED BY:	TJW
SCALE:	1:20
DATE:	1/22/19
JOB NUMBER:	THI-18-023

CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

Reviewed By: Staff Engineer — Date: 7.25.19
Recommended for Approval By: Administrative Engineer — Date: 7.25.19
Approved By: City Engineer/Director of Public Works — Date: 7/26/19

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

TRAFFIC SIGNAL PLAN FOR VEILE AVE AT 4TH STREET

STREET IMPROVEMENT PLAN

SHEET 5 OF 11 SHEETS

FILE NO:

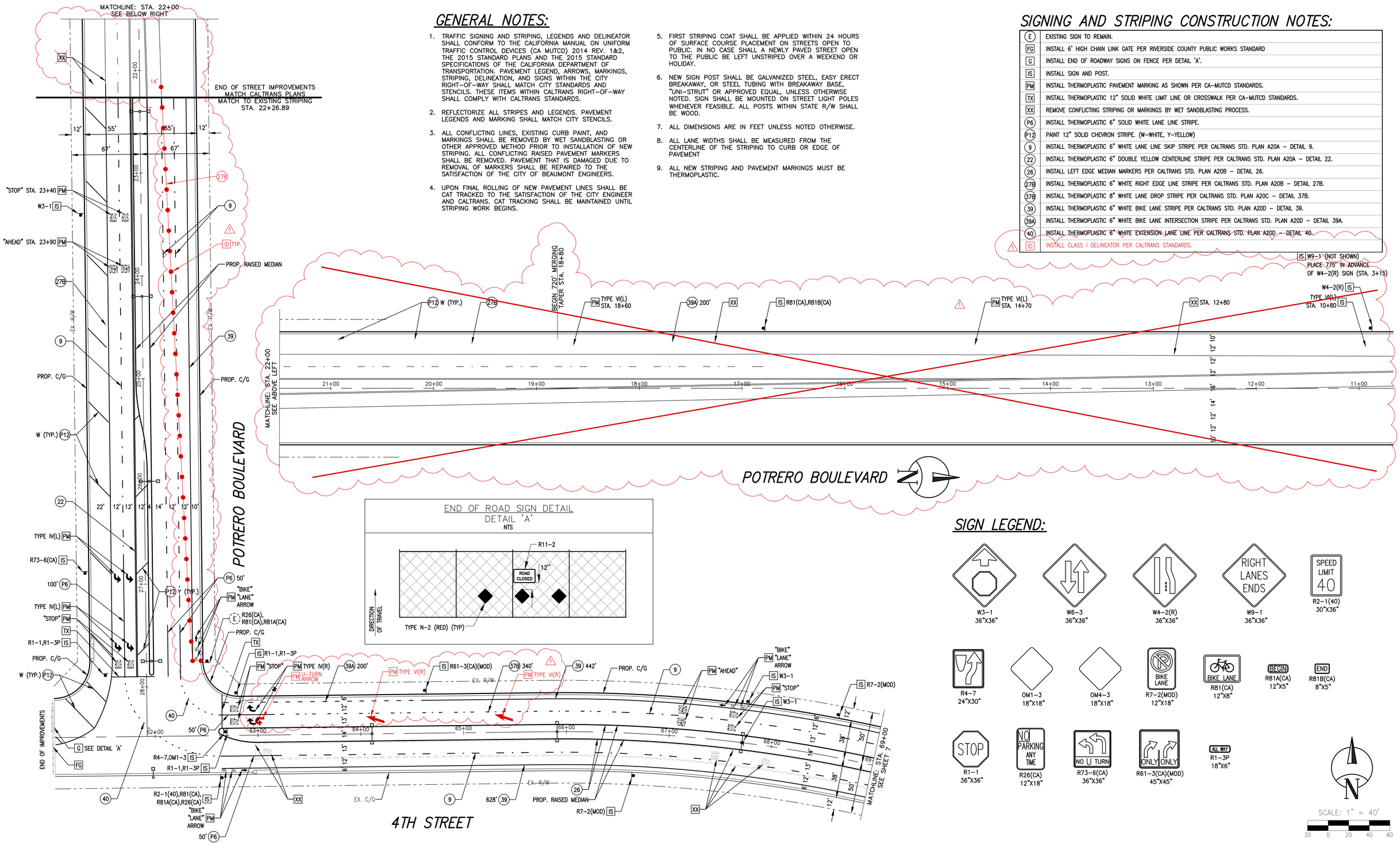
Plot Date: 12/9/2020 11:41:44 AM User: John File Name: C:\Users\John Stallworth\Dropbox (TJW Engineering Inc.)\TJW Archives\THI Archives\2018\THI-18-023\Thi18023 Veile 4th TS Asbuilt 20201209.dwg Last Update: 12/9/2020 11:37:15 AM

GENERAL NOTES:

1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 1&2, THE 2015 STANDARD PLANS AND THE 2015 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS WITHIN THE CITY RIGHT-OF-WAY SHALL MATCH CITY STANDARDS AND STENCILS. THESE ITEMS WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH CALTRANS STANDARDS.
2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CITY STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.

SIGNING AND STRIPING CONSTRUCTION NOTES:

(E)	EXISTING SIGN TO REMAIN.
FG	INSTALL 6' HIGH CHAIN LINK GATE PER RIVERSIDE COUNTY PUBLIC WORKS STANDARD
G	INSTALL END OF ROADWAY SIGNS ON FENCE PER DETAIL 'A'.
IS	INSTALL SIGN AND POST.
PM	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CA-MUTCD STANDARDS.
TX	INSTALL THERMOPLASTIC 12" SOLID WHITE LIMIT LINE OR CROSSWALK PER CA-MUTCD STANDARDS.
XX	REMOVE CONFLICTING STRIPING OR MARKINGS BY WET SANDBLASTING PROCESS.
P6	INSTALL THERMOPLASTIC 6" SOLID WHITE LANE LINE STRIPE.
P12	PAINT 12" SOLID CHEVRON STRIPE. (W-WHITE, Y-YELLOW)
9	INSTALL THERMOPLASTIC 6" WHITE LANE LINE SKIP STRIPE PER CALTRANS STD. PLAN A20A – DETAIL 9.
22	INSTALL THERMOPLASTIC 6" DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD. PLAN A20A – DETAIL 22.
26	INSTALL LEFT EDGE MEDIAN MARKERS PER CALTRANS STD. PLAN A20B – DETAIL 26.
27B	INSTALL THERMOPLASTIC 6" WHITE RIGHT EDGE LINE STRIPE PER CALTRANS STD. PLAN A20B – DETAIL 27B.
37B	INSTALL THERMOPLASTIC 8" WHITE LANE DROP STRIPE PER CALTRANS STD. PLAN A20C – DETAIL 37B.
39	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 39.
39A	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE INTERSECTION STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 39A.
40	INSTALL THERMOPLASTIC 6" WHITE EXTENSION LANE LINE PER CALTRANS STD. PLAN A20D – DETAIL 40.
1 ID	INSTALL CLASS I DELINEATOR PER CALTRANS STANDARDS.



END OF ROAD SIGN DETAIL
DETAIL 'A'
NTS

SIGN LEGEND:

SCALE: 1" = 40'

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESC & DES. BENCHMARK NO. 71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD. SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOUND. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	
TJW	3	ASBUIT: SIGNING AND STRIPING PLAN		

TJW ENGINEERING, INC.
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t: (949) 878-3509 f: (949) 878-3593
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THOMAS JOSEPH WHEAT R.C.E. No. 69467 EXPIRE: 6/30/22 — 7/3/19 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — THOMAS JOSEPH WHEAT — No. 69467 Exp. 6/30/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY:	JW
DRAWN BY:	JW
CHECKED BY:	TJW
SCALE:	1:40
DATE:	1/22/19
JOB NUMBER:	THI-18-023

CITY of BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer — Date: 7.25.19
Recommended for Approval By: _____ Administrative Engineer — Date: 7.25.19
Approved By: _____ City Engineer/Director of Public Works — Date: 7/26/19

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

CITY OF BEAUMONT, CALIFORNIA

SIGNING AND STRIPING PLAN
FOR
4TH STREET
STA. 60+50 to STA. 69+00

STREET IMPROVEMENT PLAN

SHEET 6 OF 11 SHEETS
FILE NO:

Plot Date: 12/9/2020 11:36:16 AM User: John File Name: C:\Users\John Stolworth\Dropbox (TJW Engineering Inc.)\TJW Archives\TJW Archives\2018\THI-18-023\THI18023 4th SS Asbuilt 20201209.dwg Last Update: 12/9/2020 10:46:04 AM

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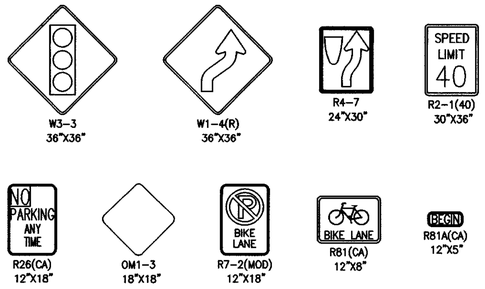

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P6	INSTALL THERMOPLASTIC 6" SOLID WHITE LANE LINE STRIPE.
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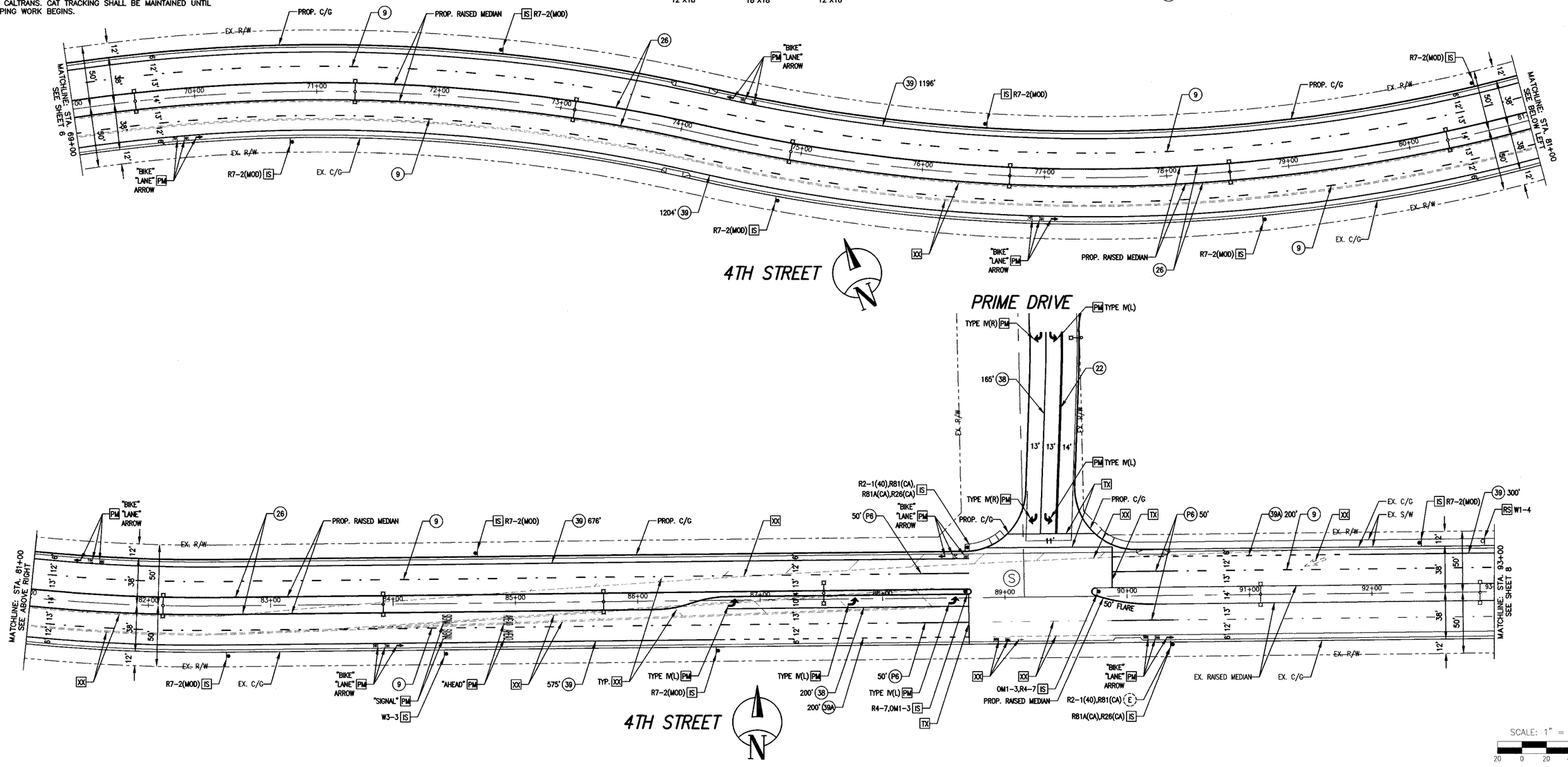

DIGALERT — Call 2 Working Days Before You Dig! 811

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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7/3/19 DATE

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CITY of BEAUMONT — CALIFORNIA — INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: 7.25.19
Recommended for Approval By: _____ Administrative Engineer Date: 7.25.19
Approved By: _____ Interim Director of Public Works Date: 7/26/19

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

SIGNING AND STRIPING PLAN
FOR
4TH STREET
STA. 69+00 to STA. 93+00

STREET IMPROVEMENT PLAN

SHEET 7 OF 11 SHEETS
FILE NO: 3279

Plot Date: 07/3/2019 1:05:56 PM User: ########## File Name: C:\Users\Vasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\THI-18-023\THI18023 4th SS MYLAR 070319.dwg Last Update: 7/3/2019 11:45:18 AM

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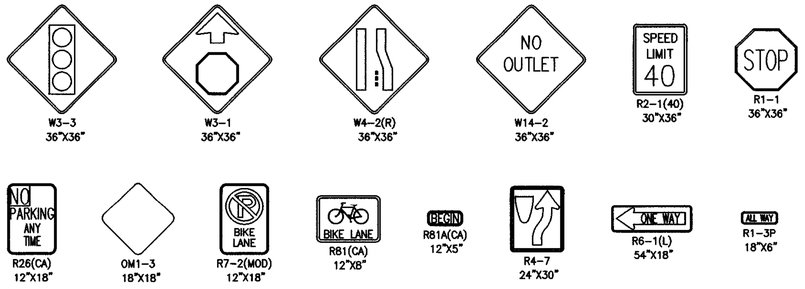

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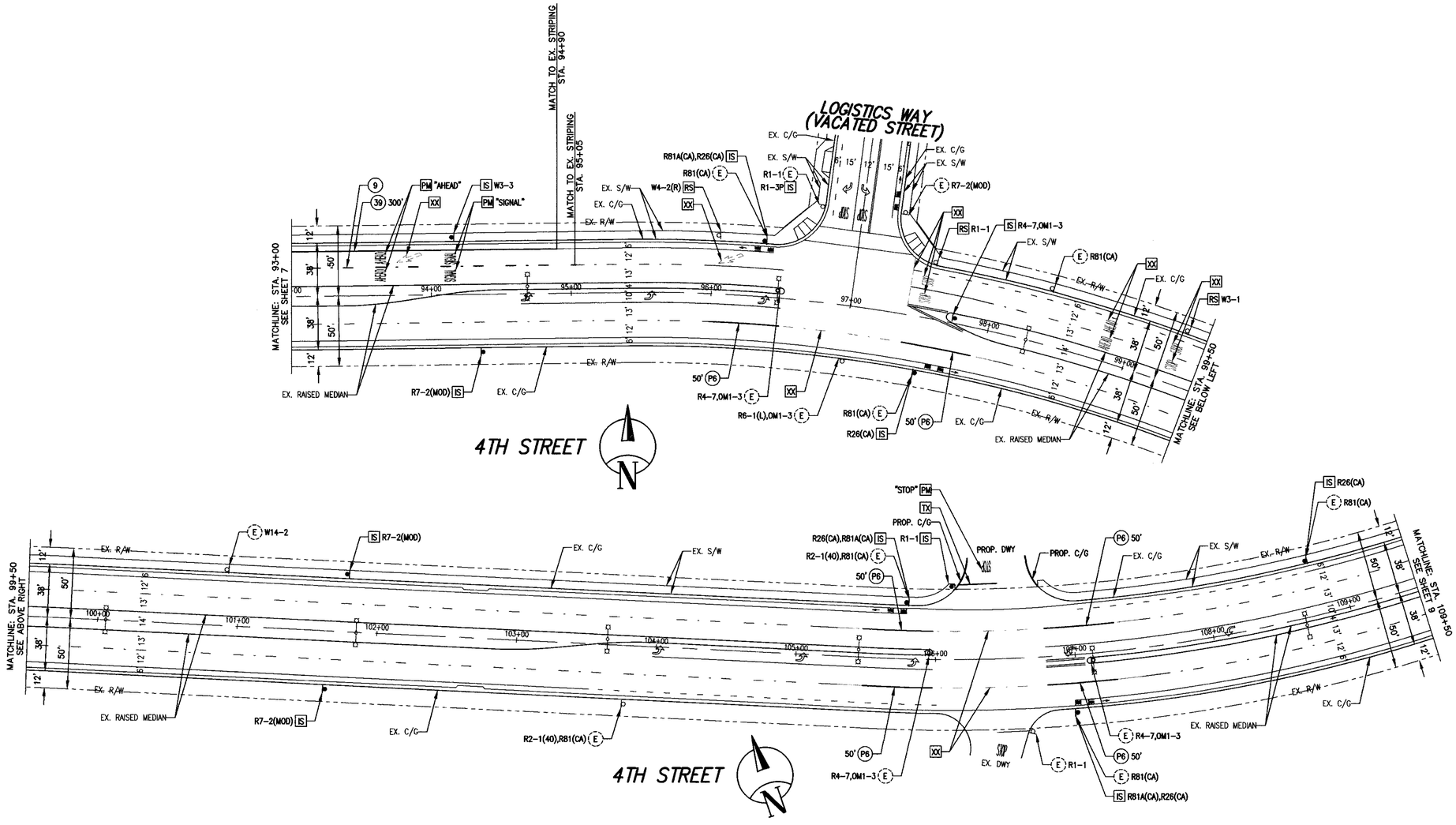

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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THOMAS JOSEPH WHEAT 7/3/19
R.C.E. No. 69467 EXPIRE: 6/30/20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — THOMAS JOSEPH WHEAT — No. 69467 — Exp. 6/30/20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY:	JW
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SCALE:	1:40
DATE:	1/22/19
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CITY of BEAUMONT — CALIFORNIA — INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: 7.25.19
Recommended for Approval By: _____ Administrating Engineer Date: 7.25.19
Approved By: _____ City Engineer/Director of Public Works Date: 7/26/19

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TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA

SIGNING AND STRIPING PLAN
FOR
4TH STREET
STA. 93+00 to STA. 99+50

STREET IMPROVEMENT PLAN

SHEET 8 OF 11 SHEETS
FILE NO: 3279

Plot Date: 07/3/2019 1:05:59 PM User: ########## File Name: C:\Users\Jasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\THI Projects\THI-18-023\THI8023 4th SS MYLAR 070319.dwg Last Update: 7/3/2019 11:45:18 AM

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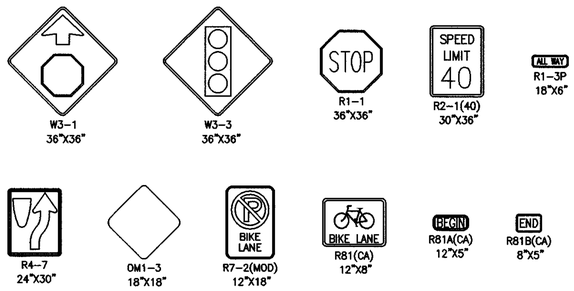

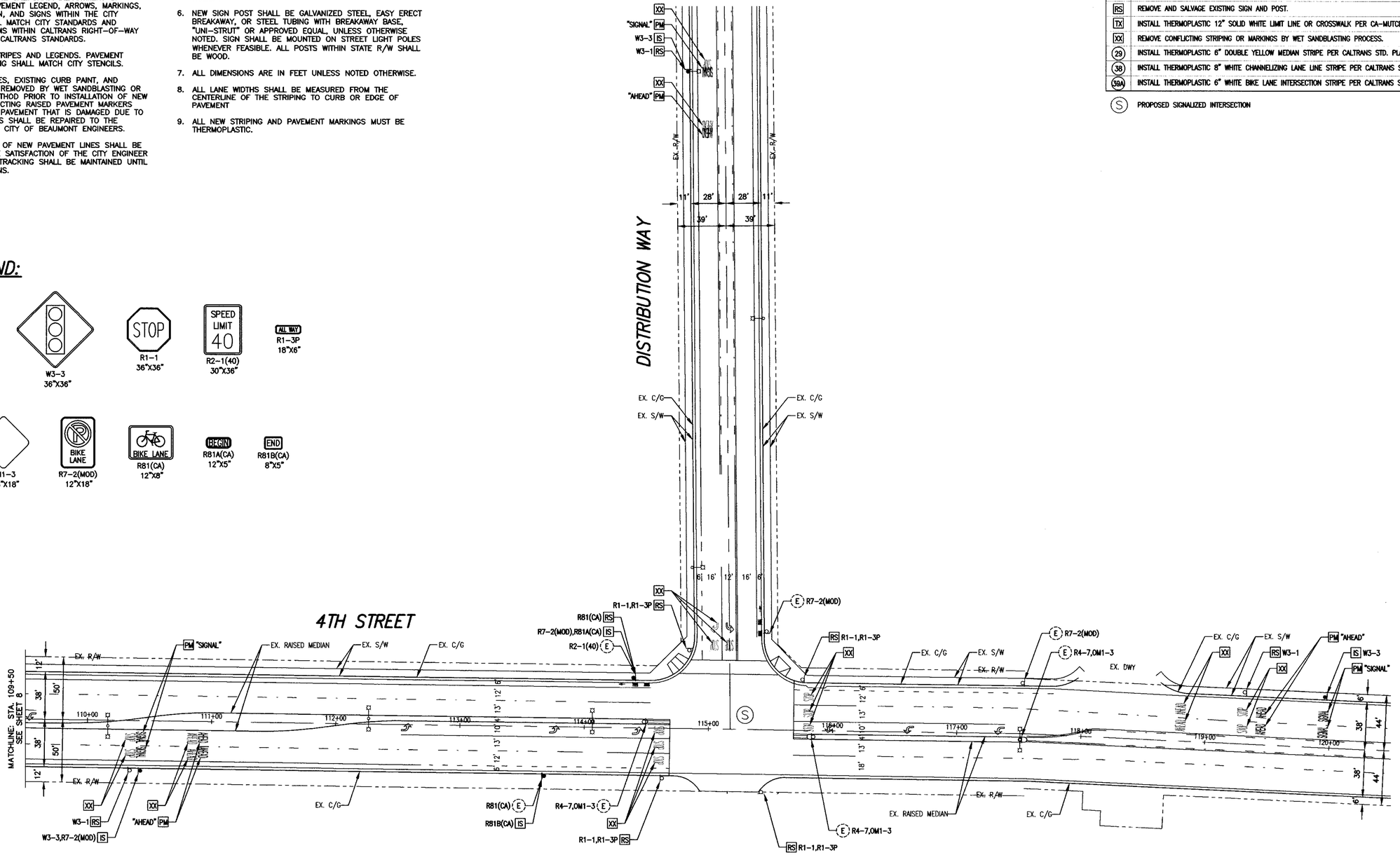

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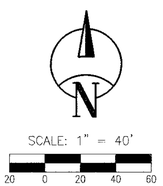

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CITY of BEAUMONT — CALIFORNIA — INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: 7.25.19
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
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CITY OF BEAUMONT, CALIFORNIA

SIGNING AND STRIPING PLAN FOR DISTRIBUTION WAY AT 4TH STREET

STREET IMPROVEMENT PLAN

SHEET 9 OF 11 SHEETS
FILE NO: 3279

Plot Date: 07/3/2019 1:06:01 PM User: ########## File Name: C:\Users\Jasper Wong\Dropbox (TJW Engineering Inc.)\TJW Projects\Thi-18-023\Thi18023 4th SS MYLAR 070319.dwg Last Update: 7/3/2019 11:45:18 AM

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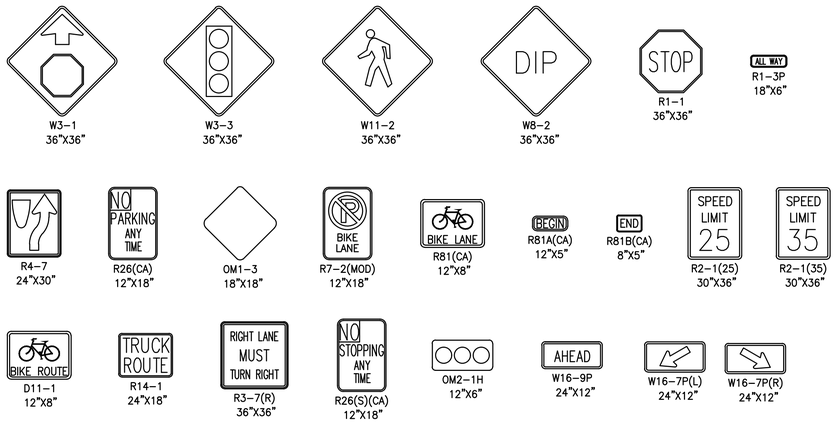
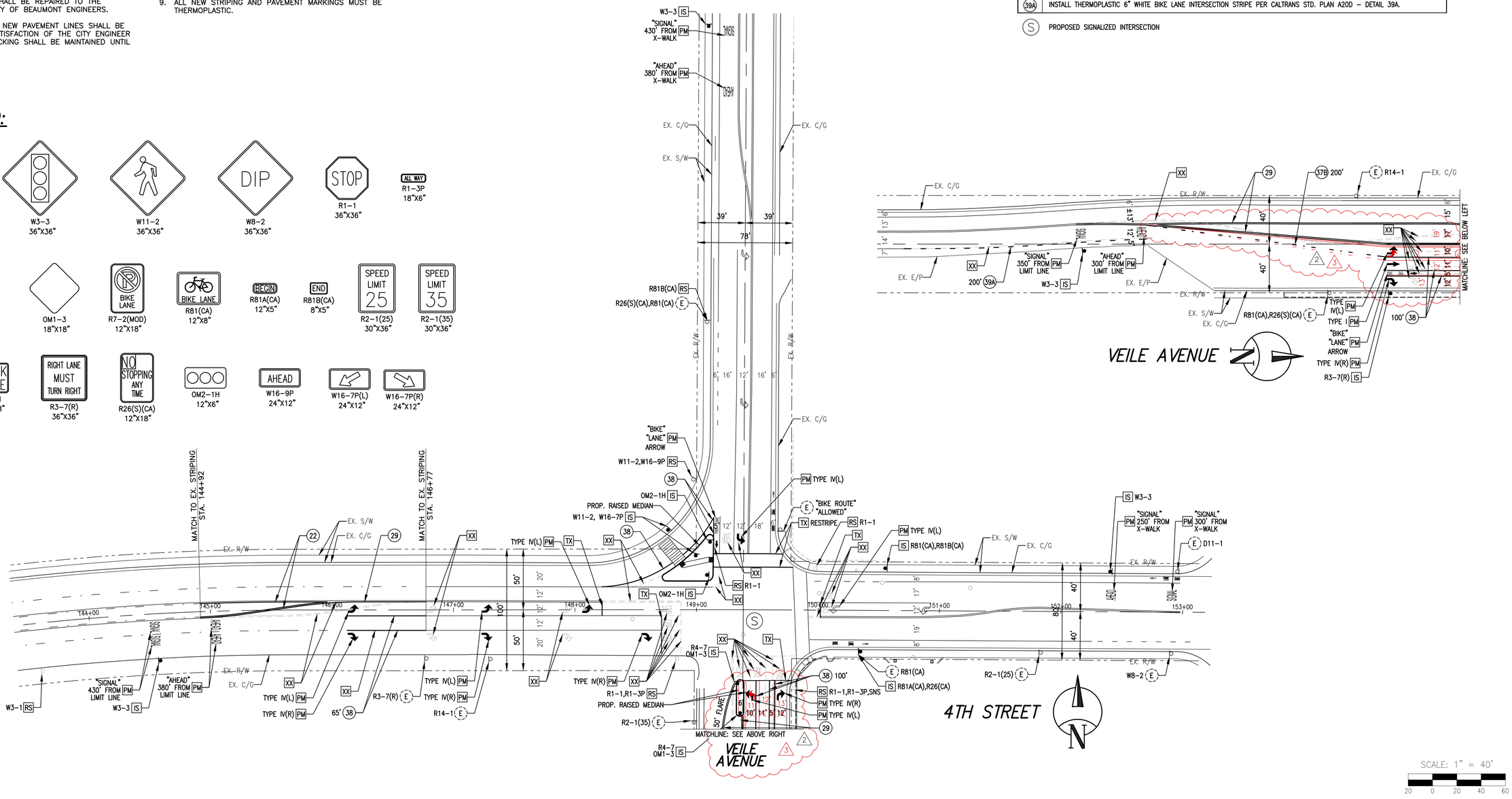
1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 1&2, THE 2015 STANDARD PLANS AND THE 2015 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS WITHIN THE CITY RIGHT-OF-WAY SHALL MATCH CITY STANDARDS AND STENCILS. THESE ITEMS WITHIN CALTRANS RIGHT-OF-WAY SHALL COMPLY WITH CALTRANS STANDARDS.
2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CITY STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CITY OF BEAUMONT ENGINEERS.
4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLES WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.

SIGN LEGEND:



SIGNING AND STRIPING CONSTRUCTION NOTES:

(E)	EXISTING SIGN TO REMAIN.
IS	INSTALL SIGN AND POST.
PM	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER CA-MUTCD STANDARDS.
TX	INSTALL THERMOPLASTIC 12" SOLID WHITE LIMIT LINE OR CROSSWALK PER CA-MUTCD STANDARDS.
RS	REMOVE AND SALVAGE EXISTING SIGN AND POST.
XX	REMOVE CONFLICTING STRIPING OR MARKINGS BY WET SANDBLASTING PROCESS.
(22)	INSTALL THERMOPLASTIC 6" DOUBLE YELLOW CENTERLINE STRIPE PER CALTRANS STD. PLAN A20A – DETAIL 22.
(29)	INSTALL THERMOPLASTIC 6" DOUBLE YELLOW MEDIAN STRIPE PER CALTRANS STD. PLAN A20B – DETAIL 29.
(37B)	INSTALL THERMOPLASTIC 8" WHITE LANE DROP STRIPE PER CALTRANS STD. PLAN A20C – DETAIL 37B.
(38)	INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 38.
(39A)	INSTALL THERMOPLASTIC 6" WHITE BIKE LANE INTERSECTION STRIPE PER CALTRANS STD. PLAN A20D – DETAIL 39A.
(S)	PROPOSED SIGNALIZED INTERSECTION



SCALE: 1" = 40'

20 0 20 40 60

DIGALERT Call 2 Working Days Before You Dig! 811

BENCHMARK:

U.S.C. & G.S. BENCHMARK NO. 3-71 (RIVERSIDE COUNTY DESIGNATION 603-99-68) 0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
(ELEVATION = 2523.981 (NGVD 29 DATUM – 1970 ADJ.)

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA STATE PLANE, COORDINATE SYSTEM, ZONE 6, NORTH AMERICAN DATUM 1983, AS DETERMINED LOCALLY BY THE LINE BETWEEN CSRC CO CORS STATIONS "CNPP" "WIDC" BOTH PUBLISHED ON THE CSRC DATA SHEETS, BEING N 86°04'01.17183" E (2007.0 EPOCH).

BY	MARK	DESCRIPTION	APPR.	DATE
TJW	3	ASBUIT: SIGNING AND STRIPING PLAN		
TJW	2	REVISE STRIPING PER MEDIAN LOCATION CHANGE ON VEILE		
	1			
ENGINEER		REVISIONS	CITY	

TJW ENGINEERING, INC.
Traffic Engineering & Transportation Planning Consultants
6 Venture, Suite 225, Irvine, CA 92618
t: (949) 878-3509 f: (949) 878-3593
www.tjwengineering.com

THOMAS JOSEPH WHEAT
R.C.E. No. 69467 EXPIRE: 6/30/22
7/3/19 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER THOMAS JOSEPH WHEAT No. 69467 Exp. 6/30/22 CIVIL STATE OF CALIFORNIA

DESIGN BY:	JW
DRAWN BY:	JW
CHECKED BY:	TJW
SCALE:	1:40
DATE:	1/22/19
JOB NUMBER:	THI-18-023

CITY of BEAUMONT CALIFORNIA INC.NOV.18,1912

Reviewed By: Staff Engineer Date: 7.25.19
Recommended for Approval By: Administrative Engineer Date: 7.25.19
Approved By: City Engineer/Director of Public Works Date: 7/26/19

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

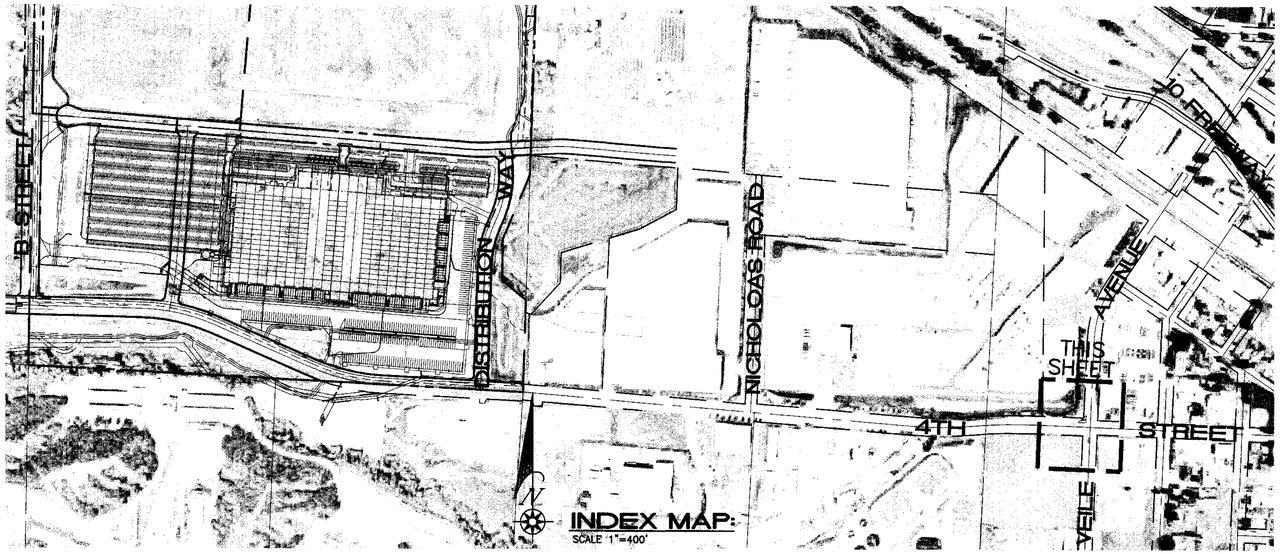
CITY OF BEAUMONT, CALIFORNIA

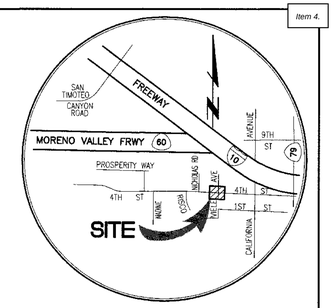
SIGNING AND STRIPING PLAN FOR VEILE AVENUE AT 4TH STREET

STREET IMPROVEMENT PLAN

SHEET 10 OF 11 SHEETS
FILE NO:

CITY OF BEAUMONT
4TH STREET AND VEILE AVENUE
STREET IMPROVEMENT PLAN





VICINITY MAP
N.T.S.

GENERAL STREET NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITEE 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 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 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 THOSE PRIVATE FACILITIES IS IMPLIED OR INTENDED BY 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 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 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. USE 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. 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 TO SECTION 37, 39 AND 94 OF THE STATE 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 MATCHING OVERLAY REQUIRED TO MEET THE STRUCTURAL STANDARDS FOR THE CURRENT ASSIGNED TRAFFIC INDEX.
12. CONSTRUCTION PROJECTS DISTURBING 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), 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 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.
14. 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.
15. ALL STORM DRAIN, CATCH BASINS AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND GRIT, 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.
16. 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. INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE NO. 460 AND 499. (ACER SACCHARINIM, QUERCUS ALBA, AND EAYTHEA EDULUS).
18. ONLY LANDSCAPING CONSISTING OF GRASS AND PARKWAY TREES MAY BE INSTALLED WITHIN PARKWAYS ON LOCAL RESIDENTIAL STREETS WITHOUT SEPARATE LANDSCAPE PLANS. ALL OTHER TYPES OF LANDSCAPING IN THESE AREAS, AND ALL LANDSCAPING ON ALL OTHER STREETS, SHALL REQUIRE SEPARATE LANDSCAPE PLANS. ALL LANDSCAPING ENCROACHMENTS SHALL CONFORM TO RIVERSIDE COUNTY "STANDARDS RELATING TO THE ADMINISTRATION OF LANDSCAPE ENCROACHMENTS", DATED JUNE 1990.
19. 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 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.

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 OR RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

SIGNATURE: _____ DATE: 7/8/19

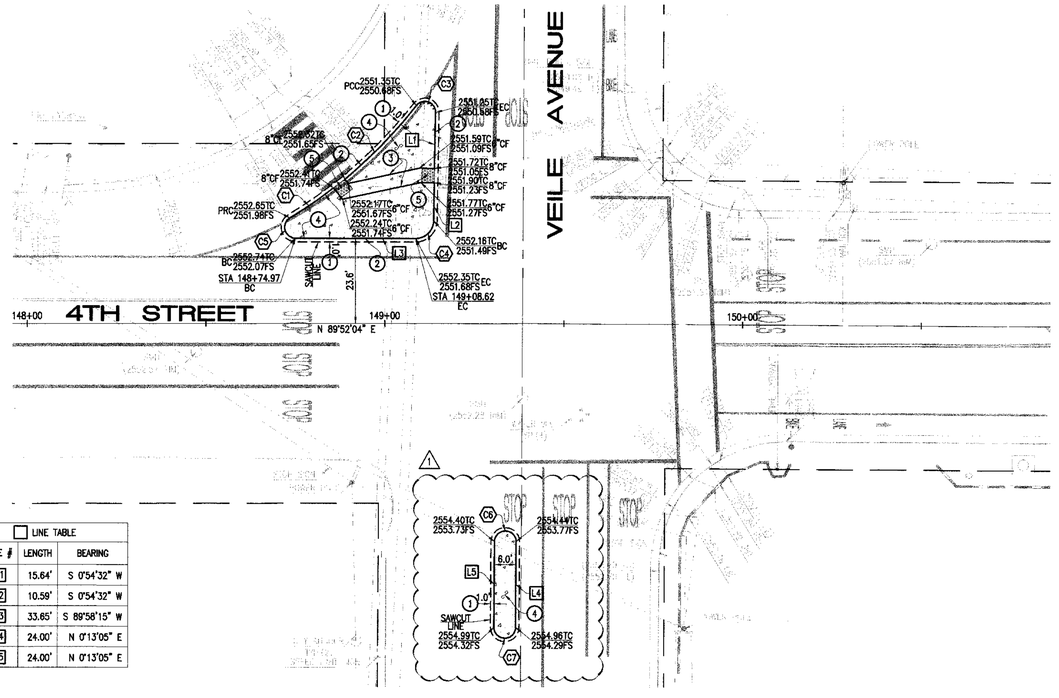
LICENSE No. 56155 EXP. DATE: 12/31/20

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

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 THIS PLAN. 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.

THE ESTIMATED QUANTITIES HEREON ARE ONLY FOR THE PURPOSE OF OBTAINING THE NECESSARY PERMITS, AND DOES NOT GUARANTEE THE ACCURACY OF THE ESTIMATED QUANTITIES. THE CONTRACTOR SHALL PERFORM HIS OWN QUANTITY TAKE OFF BEFORE SUBMITTING A BID FOR ANY PORTION OF THE IMPROVEMENTS COVERED BY THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO COMMENCEMENT. THE CONTRACTOR SHALL ADHERE TO REGULATIONS REGARDING THE WORK PER SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT RULE NO. 403.

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.



CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	6°30'08"	131.00'	14.87'	7.44'
C2	12°33'50"	131.00'	28.73'	14.42'
C3	143°07'48"	3.00'	7.49'	9.00'
C4	89°11'01"	5.00'	7.78'	4.93'
C5	148°42'01"	3.00'	7.79'	10.71'
C6	180°00'00"	3.00'	9.42'	INFINITY'
C7	180°00'00"	3.00'	9.42'	INFINITY'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.64'	S 0°54'32" W
L2	10.59'	S 0°54'32" W
L3	33.65'	S 89°58'15" W
L4	24.00'	N 0°13'05" E
L5	24.00'	N 0°13'05" E

UTILITY CONTACTS:

THE CONTRACTOR SHALL NOTIFY THE FOLLOWING UTILITIES OR AGENCIES A MINIMUM OF TWO WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION.

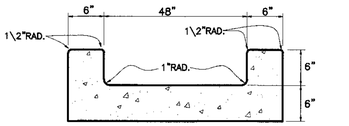
CITY OF BEAUMONT:	(951) 769-8520
EASTERN MUNICIPAL WATER DISTRICT:	(951) 766-1810
GENERAL TELEPHONE:	(800) 422-4133
SOUTHERN CALIFORNIA GAS COMPANY:	(800) 227-2600
BEAUMONT-CHERRY VALLEY WATER DISTRICT	(951) 845-9581
SOUTHERN CALIFORNIA EDISON COMPANY:	(909) 928-8270
UNDERGROUND SERVICE ALERT:	(800) 422-4133

ABREVIATIONS:

℄	—PROPERTY LINE	B.O.P.	—BOTTOM OF PIPE
R/W	—RIGHT OF WAY	R	—RADIUS
℄	—CENTERLINE	R=00.0	—RATE OF GRADE
ARCH.	—ARCHITECTURAL	T.F.	—TOP OF FOOTING
T.C.	—TOP OF CURB	T.W.	—TOP OF WALL
F.L.	—FLOW LINE	C.M.B.	—CRUSHED MISC. BASE
F.S.	—FINISH SURFACE	S.F.	—SQUARE FEET
T.S.	—TOP OF CONCRETE SLAB	(0.00)	—EXISTING ELEVATION
H.P.	—HIGH POINT	B.O.W.	—BOTTOM OF WALL
F.F.	—FINISH FLOOR	T.G.	—TOP OF GRATE
R.D.	—ROOF DRAIN	N.G.	—NATURAL GRADE
R.C.P.	—REINFORCED CONCRETE PIPE	TOP	—TOP OF SLOPE
INV.	—INVERT	TOE	—TOE OF SLOPE
S =	—SLOPE	E.P.	—EDGE OF PAVEMENT
F.G.	—FINISH GRADE	A.C.	—ASPHALT CONCRETE
S.D.	—STORM DRAIN	C.L.F.	—CHAIN LINK FENCE
T.R.	—TOP OF RAIL	CONC.	—CONCRETE
ST.LT.	—STREET LIGHT	PKWY DRAIN	—PARKWAY DRAIN
G.B.	—GRADE BREAK	H.C.	—HANDICAP
H.P.	—HIGH POINT	EXIST.	—EXISTING
H=	—HEIGHT OF RETAINING	TRANS PAD	—TRANSFORMER PAD
C.F.	—CURB FACE	BLDG	—BUILDING
B.W.	—BACK OF WALK	M.H.	—MANHOLE
L.S.	—LANDSCAPING	T.B.	—TOP OF BERM
A.B.	—AGGREGATE BASE	S/O	—SOUTH OF
P.V.C.	—POLYVINYLCHLORIDE	N/O	—NORTH OF
C.I.P.	—CAST IRON PIPE	E/O	—EAST OF
F.H.	—FIRE HYDRANT	W/O	—WEST OF
P.P.	—POWER POLE		
C.B.	—CATCH BASIN		
B.C.R.	—BEGINNING OF CURB RETURN		
E.C.R.	—END OF CURB RETURN		
L.P.	—LOW POINT		
S.W.	—STEM WALL		
T.O.P.	—TOP OF PIPE		

CONSTRUCTION NOTES:

		QTY:
1	SAWCUT AND REMOVE EXISTING AC PAVEMENT. REPLACE WITH FULL DEPTH AC PAVEMENT	214 S.F.
2	CONSTRUCT 8" TYPE "D" CURB PER COUNTY OF RIVERSIDE STD. No. 204	194 L.F.
3	CONSTRUCT CONCRETE WALK PER DETAIL THIS SHEET	113 SF
4	CONSTRUCT MODIFIED CURB ADJACENT SIDEWALK PER COUNTY OF RIVERSIDE STD. No. 401	815 S.F.
5	INSTALL RAISED TRUNCATED DOME DETECTABLE WARNING SURFACE PER COUNTY RIVERSIDE STD. NO. 403, PG. 2 OF 4.	24 SF



CONCRETE WALK DETAIL 3

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK: U.S.C. & G.S. BENCHMARK NO. 0 71 (RIVERSIDE COUNTY DESIGNATION 603-99-88)
0.8 MILES WEST ALONG THE SOUTHERN PACIFIC RAILROAD FROM THE STATION AT BEAUMONT, AT THE U.S. HIGHWAY BRIDGE OVER THE RAILROAD, SET VERTICALLY IN THE NORTHWEST END OF THE SOUTHWEST PIER, 5.3 FEET SOUTHWEST OF THE SOUTHWEST RAIL OF THE SOUTHWEST TRACK AND 2.4 FEET ABOVE THE GROUND. THIS MARK HAS BEEN HAMMERED AND BATTERED BUT IS STILL SOLID. THE RAIL BED HAS BEEN WIDENED AND IS NOW DOUBLE TRACKED.
ELEVATION = 2553.981 (NGVD 29 DATUM -- 1970 ADJ.)

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, BEING N 89°06'52" W AS PER RECORD OF SURVEY, R.S.B. 85 / 20-25, RECORDS OF COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER	1	CONTRACTOR SHALL NOT CONDUCT WORK IN CLOUDED AREA UNTIL THE REQUIRED CITY OF BEAUMONT R.O.W. HAVE BEEN OBTAINED.	CITY	

REVISIONS

COMPANY NAME
Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

REINHARD STENZEL 7/8/19
R.C.E. 56155 EXPIRE 12-31-20 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — REINHARD STENZEL — R.C.E. NO. 56155 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: J.P.
DRAWN BY: J.P.
CHECKED BY: R.S.
SCALE:
DATE:
JOB NUMBER:

CITY OF BEAUMONT — CALIFORNIA INC. NOV. 18, 1912

Last Update: 7/8/19
O:\3400-3499\3496\Street - 4th AND Veile\349647H-VEILE-11.dwg

Reviewed By: _____ Staff Engineer Date: 7.25.19
Recommended for Approval By: _____ Administrative Engineer Date: 7.25.19
Approved By: _____ City Engineer/Director of Public Works Date: 7/26/19

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
STREET IMPROVEMENT PLAN
FOR
4TH STREET AND VEILE AVENUE
STREET IMPROVEMENT PLAN

SHEET 11 OF 11 SHEETS
FILE NO: 3279

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

(4th Street – Signal/Striping Improvements)

THIS SECURITY AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and USEF CROSSROADS II, LLC, a Delaware limited liability company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to that certain Tract Map/Parcel Map/Plot Plan entitled Tract Map 34209 "4th Street and Potrero Blvd. Improvements" (the "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 grading, paving, curbs, gutters, sidewalks, street lights, storm drains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, as shown on the Map and described in the conditions of approval of the Map, including any required 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 on or before the date which is one (1) year following the Effective Date, as defined below, subject to extension for any periods in which DEVELOPER is reasonably delayed by circumstances beyond the control of DEVELOPER by reason of (i) fire, earthquake, explosion, flood, hurricane, the elements, governmental regulation of the sale of materials or supplies or the transportation thereof, , war, invasion insurrection, rebellion, riots, strikes or lockouts, or inability

to obtain necessary materials, goods, equipment, services, utilities or labor; or (ii) for any delays in the issuance of any applicable permits, which delays are not caused in whole or in part by any act or omission by DEVELOPER or its agents or contractors. As a condition of any such extension, DEVELOPER will provide written notice to City within 30 days of the occurrence of the event along with the actual or estimated period of delay.

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 in accordance with paragraph 9.(b) below.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with plans and specification to be submitted to the CITY for review and approved by the CITY (the "Approved Plans") prior to DEVELOPER'S commencement of the construction of the Improvements, such approval not to be unreasonably withheld, conditioned or delayed, and such approval to be granted or denied (any such denial to be accompanied with a reasonably detailed description of the reason(s) therefore) within sixty (60)_ days following DEVELOPER'S submission of such plans and specifications to the CITY for review. Nothing in this Section 3 shall limit the legal authority and power of the City to grant or deny approval of the plans and specifications. If City denies any plans or specifications DEVELOPER shall resubmit the same within sixty (60) days and the time periods above shall recommence.

4. Security for Performance. Prior to commencing construction of the Improvements, 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 $1,000,000.00 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, cause its general contractor to obtain Worker's Compensation Insurance in an amount required by law.

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 $1,000,000 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 except as provided below, arising out of or in any way attributable to DEVELOPER'S construction or maintenance of the Improvements and/or this Agreement; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable to the extent 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 (defined below) 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 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 (the "Security Notice") sent by certified mail to the DEVELOPER and to the Surety within 30 days following Final Completion of the Improvements. The Security 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 construction of the Improvements has been completed in accordance with the Approved Plans, the DEVELOPER shall notify the CITY in writing (the "Completion Notice") of the completed work, including a description of the work completed. Upon receipt of the Completion Notice, the CITY shall have 30 days to review and provide DEVELOPER with written notice either (i) accepting the Improvements and enclosing a release of any remaining payment and/or performance security (the "Approval Notice") or (ii) providing a list of all remaining work to be completed in order for the Improvements to comply with the Approved Plans (a "Disapproval Notice"). Within 45 days of receipt of a Disapproval Notice, the DEVELOPER shall cause the remaining work listed in the Disapproval Notice (to the extent such work is included in the Approved Plans) to be performed and shall submit to the CITY a new Completion Notice. The above-described process shall be repeated until the DEVELOPER has completed the Improvements in accordance with the plans and specifications and the CITY has provided DEVELOPER with the Approval Notice, following which DEVELOPER shall be deemed to have achieved "Final Completion" of the Improvements.

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 shall, 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 shall be promptly released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to the required guarantee and warranty period under Government Code Section 66499.9 nor to the amount of the performance bond security deemed necessary by the CITY in its reasonable discretion for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorney's fees. Following the expiration of the one (1)-year warranty period and if no claims have been recorded, the warranty bond shall be released in full.

12. Waiver of Consequential Damages. Notwithstanding any term or condition in this Security Agreement, neither party shall be liable to the other for incidental, lost profits, consequential, reliance, special, punitive, exemplary, or indirect damages arising out of this Security Agreement, whether by reason of contract, indemnity, strict liability, negligence, breach of warranty or from breach of this Agreement, and regardless of whether the parties knew of the possibility that such damages could result. Each party hereby releases the other party from such

claims.

13. 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.

14. 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.

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

16. 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 out-of-pocket costs of suit.

17. 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.

[*signature pages follow*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of July 19, 2019 (the "Effective Date").

CITY:

CITY OF BEAUMONT

By _____
Mayor

DEVELOPER:

USEF CROSSROADS II, LLC,
a Delaware limited liability company

By: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP,
a Delaware limited partnership, its managing member

By: USAA Eagle Real Estate REIT, LLC,
a Delaware limited liability company, its general partner

By: USAA Eagle Real Estate Feeder 1, LP,
a Delaware limited partnership, its manager

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company, its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

By: _____
Name: Bruce C. Petersen
Title: Executive Managing Director

By: USAA Eagle Real Estate Feeder 3, LP,
a Delaware limited partnership, its general partner

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company, its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

By: _____
Name: Bruce C. Petersen
Title: Executive Managing Director

Address:
9830 Colonnade Boulevard, Suite 600
San Antonio, TX 78230-2239

Basic Gov (Sales Force) # _____
File # _____

Bond No. 106679751

EXHIBIT "A"
PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California (the "City"), and USEF Crossroads II, LLC, a Delaware limited liability company ("Principal") have entered into that certain Agreement To Provide Security For Improvements for Tract Map or Parcel Map or Plot Plan, dated July 19, 2019 (the "Agreement"), whereby Principal has agreed to install and complete certain designated public improvements itemized and described on Tract Map/Parcel Map/Plot Plan entitled [need map number] "4th Street – Signal/Striping Improvements," as further described in the Agreement (the "Improvements"), which Agreement 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 the Agreement and construction of the Improvements pursuant to said Agreement.

NOW, THEREFORE, Principal and Travelers Casualty and Surety Company of America ("Surety") hereby agree as follows:

Principal and Surety are held and firmly bound unto the City, in the penal sum of One Million One Hundred Eighty-Three Thousand Seven Hundred Fifty-Two and 50/100 dollars ($1,183,752.50) lawful money of the United States, for the payment of which sum well and truly to be made, and Principal and Surety hereby bind themselves, their heirs, successors, executors and administrators, jointly and severally, firmly by these presents, subject to the terms, provisions and conditions set forth in the Agreement including, without limitation, any notice and cure periods and extensions of time for construction of the Improvements set forth therein.

The condition of this obligation is such that if the Principal, 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 Agreement and any alteration thereof made as therein provided, on 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, 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 until released and/or terminated as provided in the Agreement.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included out-of-pocket 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.

As per Government Code Section 66499.1, the Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or 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.

[*signature pages follow*]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 19, 2019.

PRINCIPAL:

USEF CROSSROADS II, LLC,
a Delaware limited liability company

By: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP,
a Delaware limited partnership, its managing member

By: USAA Eagle Real Estate REIT, LLC,
a Delaware limited liability company, its general partner

By: USAA Eagle Real Estate Feeder 1, LP,
a Delaware limited partnership, its manager

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company, its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

By: _____
Name: Bruce C. Petersen
Title: Executive Managing Director

By: USAA Eagle Real Estate Feeder 3, LP,
a Delaware limited partnership, its general partner

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company, its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

By: _____
Name: Bruce C. Petersen
Title: Executive Managing Director

SURETY:

Travelers Casualty and Surety Company of America,
a Connecticut corporation

By: _____
Name: Jeremy Polk
Title: Attorney-in-Fact

Acknowledgement Form

State of Texas)

)ss.:

County of Bexar)

On the 23rd day of July in the year 2019, before me, the undersigned notary public, personally appeared Bruce C. Petersen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Toni M. Fisher Notary Public

TONI M. FISHER
Notary Public, State of Texas
My Comm. Exp. 09-23-2019
ID No. 12875177-8

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 7/19/19 *before me personally appeared* ***Jeremy Polk*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.*

(Seal)

Notary Public State of Arizona
Maricopa County
Matthew Stanton Erra
My Commission Expires 03/09/2022
Commission Number 203332566

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2022

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeremy Polk** of **PHOENIX** **Arizona** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **July** , **2019**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No. 106679751

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California (the "City"), and USEF Crossroads II, LLC, a Delaware limited liability company (the "Principal") have entered into that certain Agreement To Provide Security For Improvements for Tract Map or Parcel Map or Plot Plan, dated July 19, 2019 (the "Agreement"), whereby Principal has agreed to install and complete certain designated public improvements itemized and described on Tract Map/Parcel Map/Plot Plan entitled Tract Map 34209 "4th Street- Signal/Striping Improvements," (the "Improvements"), which Agreement 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 of the Improvements, 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) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and Travelers Casualty and Surety Company of America (the "Surety"), as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to Title 3 (commencing with Section 9000), et seq., of Part 6 of Division 4 of the Civil Code of the State of California in the sum of One Million One Hundred Eighty-Three Thousand Seven Hundred Fifty-Two and 50/100 dollars ($1,183,752.50), for materials furnished or labor of any kind provided in connection with the construction of the Improvements, or for amounts due under the Unemployment Insurance Act with respect to the construction of the Improvements or labor provided in connection therewith, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth in accordance with all of the terms, provisions and conditions of the Agreement, and also in case suit is brought upon this Payment 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 any 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 of the State of California, 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.

[*signature pages follow*]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 19, 2019.

PRINCIPAL:

USEF CROSSROADS II, LLC,
a Delaware limited liability company

By: USAA EAGLE REAL ESTATE MULTI-SECTOR OPERATING PARTNERSHIP, LP,
a Delaware limited partnership, its managing member

By: USAA Eagle Real Estate REIT, LLC,
a Delaware limited liability company, its general partner

By: USAA Eagle Real Estate Feeder 1, LP,
a Delaware limited partnership, its manager

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company, its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

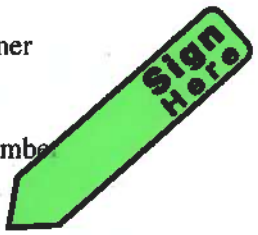
By: _____
Name: Bruce C. Petersen
Title: Executive Managing Director

By: USAA Eagle Real Estate Feeder 3, LP,
a Delaware limited partnership, its general partner

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company, its general partner

By: USAA Equity Advisors, LLC,
a Texas limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member



By: _____
Name: Bruce C. Petersen
Title: Executive Managing Director

SURETY:

Travelers Casualty and Surety Company of America,
a Connecticut corporation

By: _____
Name: Jeremy Polk
Title: Attorney-in-Fact

Acknowledgement Form

State of Texas)

)ss.:

County of Bexar)

On the 23rd day of July in the year 2019 before me, the undersigned notary public, personally appeared Bruce C. Petersen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Toni M. Fisher Notary Public

TONI M. FISHER
Notary Public, State of Texas
My Comm. Exp. 09-23-2019
ID No. 12875177-8

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 7/19/19 *before me personally appeared* ***Jeremy Polk*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the attached document.*

(Seal)

Notary Public State of Arizona
Maricopa County
Matthew Stanton Erra
My Commission Expires 03/09/2022
Commission Number 203332566

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2022

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeremy Polk** of **PHOENIX** **Arizona** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **July** , **2019**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Bond No. 107366940

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and USEF Crossroads II, LLC (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 _____, and identified as 4th Street Signal & Striping 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 Travelers Casualty and Surety Company of America ("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 Two Hundred Sixty Six Thousand Three Hundred Forty Four and 31/100 dollars ($266,344.31) 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 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 19th DAY OF April XXXX 2021.

(Seal) (Seal)

SURETY

By: _____

Jeremy Polk, Attorney-in-Fact

PRINCIPAL

By: _____

BENJAMIN CHRISTIAN
Managing Director

(Name)

(Address)

21688 Gateway Center Drive

Diamond Bar, CA 91765

(Name)

(Title)

(Address)
9830 Colonnade Blvd, Suite 600

San Antonio, TX 78230

By: _____

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 4/19/2021 *before me personally appeared* ***Jeremy Polk*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.*

(Seal)

Notary Public State of Arizona
Maricopa County
Matthew Stanton Erra
My Commission Expires 03/09/2022
Commission Number 203332566

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2022

Acknowledgement Form

State of Texas)

)ss.:

County of Bexar)

On the 20 day of April in the year 2021, before me, the undersigned notary public, personally appeared Benjamin Christian, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MARY ANN SANTIAGO
Notary Public, State of Texas
My Comm. Exp. 11-04-2024
ID No. 13276396-3

Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeremy Polk** of **PHOENIX** **Arizona** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **April** , **2021**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CITY OF BEAUMONT
ROLLING HILLS (CROSSROADS LOGISTICS)
FEE CREDIT AGREEMENT

THIS FEE CREDIT AGREEMENT (the "Agreement") is dated as of February 5, 2019 , by and among the City of Beaumont, a municipal corporation organized and existing under the laws and Constitution of the State of California, hereinafter referred to as "City" and USEF Crossroads II, LLC, a Delaware limited liability company, with its principal place of business at 9830 Colonnade Blvd., Suite 600, San Antonio, Texas, 78230, hereinafter referred to as "Property Owner."

RECITALS

A. The Property Owner owns and is developing certain real property in the City pursuant to the Rolling Hills Ranch Specific Plan as shown on the map attached hereto as Exhibit A (the "Property").

B. The Rolling Hills Ranch Specific Plan and related land use entitlements and conditions of approval for the Property require the construction of various facilities identified in Exhibit "B" (the "Facilities"). The Property has been determined to benefit from the Facilities.

C. Developer has requested from City certain permits for the construction of improvements on the Property, which are more particularly described as 1010 Fourth Street which consists of approximately 700,000 SF of industrial ground floor space having four stories ("Project");

D. The Project is subject to various development impact fees established and administered by the City including, but not limited to, those as set forth on Exhibit "D" (the fees in Exhibit "D" being the defined as the "Fees");

E. By this Agreement Property Owner is requesting of City that the Fees be subject to credits to the extent the Property Owner funds or constructs the Facilities which would otherwise be funded by those Fees.

F. In addition to governing credits to the Fees for Facilities, this Agreement is also intended to implement certain provisions of the Funding Agreement dated May 17, 2017 whereby Property Owner advanced $1,133,000.00 towards the Phase I of the Potrero overpass project.

G. The Funding Agreement provides that the $1,133,000 advanced by Property Owner will be credited to the City's Old Road and Bridge Fee with an adjustment to TUMF Fees, as such terms are defined therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

AGREEMENT

1. Recitals. The above recitals and each of them are true and correct and are incorporated herein and become a part of this Agreement.

2. Estimated Cost of the Facilities. The estimated cost of the Facilities and the maximum eligible credit for funding the Facilities is listed in **Exhibit "B"**. Facilities may be added to **Exhibit "B"** and the description of Facilities and the estimated costs thereof may be modified at any time by a written amendment to this Agreement approved in advance by the City Council and signed by the City Manager and Property Owner.

3. Eligible Costs. The Property Owner shall strictly account for the expenditure of funds used to construct the Facilities according to accepted accounting practices for public agencies in Southern California. It is the intention of the parties that issuance of Fee credits for construction of Facilities shall be approved by the City only in connection with properly completed credit request forms with appropriate supporting documentation for reasonable costs and expenses paid or incurred including, without limitation, any amounts owing under any construction contract entered into by the Property Owner for the Facilities and costs to comply with regulatory agency permits related to the Facilities and listed on **Exhibit "E"**. Administrative costs of the Property Owner with respect to design, engineering and Bid Documents (as defined below) shall include, but are not limited to, the reasonable costs of preparing the bid documents and costs incurred in obtaining permits, licenses, rights-of-way or easements, and reasonable planning, environmental, engineering, construction administration and supervision, legal, plan check and inspection fees.

4. Planning, Design, Engineering and Grading. Facilities shall be designed by a qualified design engineer engaged by the Property Owner. The party undertaking the design of a Facility shall design and prepare, or shall cause to be designed and prepared, all designs, detailed bid documents, construction plans, and specifications (collectively the "Bid Documents"), including, but not limited to, system layout drawings and all other construction documents and permits for the applicable Facilities in accordance with the design criteria of the City or other public agency or agencies which will be the ultimate owner of such Facilities. The Bid Documents shall conform to all applicable federal, state and local governmental rules, ordinances, and regulations and all applicable environmental protection laws.

All Bid Documents shall be subject to review and approval by the City Manager and/or his or her designee, and the applicable public agencies, prior to commencement of construction of the Facilities. Preliminary and final plans and specifications for Facilities shall be submitted to the City and the applicable public agencies for review and approval. The Property Owner shall then obtain the approval of all appropriate public agencies of the construction plans and specifications and construction documents. The Facilities shall be constructed by the Property Owner in accordance with public agency contracting requirements and in accordance with all regulatory agency permits associated with the Facilities as required by the City.

(a) Construction Schedule. The Facilities shall be constructed at the earliest practicable date after execution of this Agreement as required to serve the Property as approved by the City and completed no later than the Outside Completion Date, as defined below.

The City shall coordinate with the Property Owner to schedule commencement and completion of construction of Facilities, consistent with the Property Owner's construction schedule and the City's schedule for construction of Potrero Boulevard.

(b) Preliminary Coordination Meeting. Property Owner, the City Manager and/or his or her designee, and representatives of the applicable local agencies shall meet for purposes hereinafter set forth, upon the written request of the Property Owner (hereinafter the "Preliminary Coordination Meeting") delivered to the City, and the applicable local agencies. The Preliminary Coordination Meeting shall occur as soon as practicable after said written request. At the Preliminary Coordination Meeting the City Manager, and/or his or her designee, shall provide the Property Owner information and documents required by the Property Owner or its design engineer to prepare the **Bid Documents** for the applicable Facilities. Said information and documents will include, but will not be limited to, the form of bid documents and specifications, regulatory permits, applicable prevailing wage rate, insurance requirements, and bonding requirements which shall be made part of a separate subdivision security agreement. At the Preliminary Coordination Meeting, the City, the Property Owner and applicable local agencies shall develop the phasing and schedule for construction of the Facilities then planned for construction and shall coordinate their efforts to accomplish the design and construction of such Facilities substantially in accordance with such schedule except as the parties may otherwise agree in writing.

(c) Bidding and Contracting. Upon completion of the Bid Documents for a Facility to be constructed by Property Owner, Property Owner shall proceed to solicit bids for the construction of the Facility and award and administer such contract in accordance with the following requirements:

(i) Property Owner shall solicit bids for the construction of the Facility from at least three (3) qualified contractors.

(ii) The bidding response time shall not be less than thirty (30) working days.

(iii) The City Manager shall be provided a copy of the bid package, bid submittals and tabulation of bid results prior to award of the bid and all bidders must comply with state prevailing wage requirements.

(iv) The contract shall be awarded to the lowest responsive and responsible bidder.

(d) Pre-construction Meeting. Prior to the commencement of construction of each Facility, there shall be a meeting (hereinafter the "Preconstruction Meeting") among the Property Owner, the City and the responsible agencies. Thereafter, the Property Owner, the City and any applicable agencies shall schedule construction meetings from time to time as necessary as requested by the Property Owner, the City to review the status of construction of the Facility.

(e) Change Orders. Property Owner may not authorize changes to the overall scope or plans and specifications of the construction contracts awarded for the construction

of a Facility without the prior approval of the City Council. The Property Owner may authorize change orders to the construction contract that do not result in modification to the overall scope of the project or specifications included within the improvement plans upon prior written approval of the City Manager or his/her designee.

(f) Status Meetings; Expenditure Reports. The Property Owner shall provide the City copies of expenditure reports prepared in connection with construction of the Facilities upon request.

(g) Performance and Payment Bonds. Property Owner agrees to comply with all applicable performance and payment bonding requirements of the City (and other applicable public entities and/or public utilities) and Sections 995.311 and 995.610-995.670 of the Code of Civil Procedure for the Facilities to be constructed by Property Owner for which Fee credits may be issued. Performance and payment bonds by a qualified and California admitted surety shall be provided by the Property Owner for Facilities to be constructed by Property Owner in accordance with the City's standard subdivision security agreement, including for compliance with all regulatory permits attached hereto as **Exhibit E**.

(h) Inspection. Upon the City's determination that construction of a Facility has been completed in accordance with the Plans, the City shall, upon request of the Property Owner, notify Property Owner in writing that the construction of such Facility has been satisfactorily completed. If the City determines that the construction of the Facility has not been so completed it shall provide the Property Owner with a punch list of items that must be completed before the City will approve the completion of the Facility. The City may make or cause to be made periodic site inspections of the Facilities to be constructed by Property Owner.

5. Conveyance of Title. The City and Property Owner believe that fee simple title to or an easement over the land or rights-of-way in favor of the City currently exist on which the Facilities are to be constructed free of all liens and encumbrances. The fee simple title to or an easement over the land or rights-of-way on which the Facilities are to be constructed shall be insured by a street right-of-way easement title insurance policy in the amount of Three Million Dollars ($3,000,000) in favor of the City from First American Title Insurance Company at the sole cost of the Property Owner. However, if the Property Owner or City discover that additional fee simple title to or an easement over the land or rights-of-way are required for the Facilities, the Property Owner and the City will cooperate to acquire that additional fee simple title to or an easement over the land or rights-of-way which is needed.

6. Fee Credits. Property Owner may earn Fee credits under this Agreement based upon the construction of the Facilities defined in **Exhibit "B"**. Fee credits for Facilities shall be available to be credited against Fees having a nexus study identifying the Facility and no others. Elements of the Fourth Street Extension Project referred to in **Exhibit "B"** are identified in the TUMF nexus study, and other elements are identified in the City's Local Road and Bridge Fee nexus study. The Traffic Signal Improvements identified in **Exhibit "B"** are identified in the nexus study for the City's Traffic Signal Impact Fee. Fee credits shall be available upon compliance with this Agreement, the final inspection of the completed Facility and approval of expenditures as provided in **Section 4** by City and/or WRCOG or other applicable public entity or utility. All Fees will be calculated at the time the Property Owner is issued the certificate of

occupancy for the Project and calculation of the Fees may change due to a variety of factors requiring the City to make appropriate adjustments in the amounts of the Fees under this Agreement. Other development impact fees apply to the Project which are not covered by this Agreement.

(a) Payment of Fees. Fees shall be calculated and due concurrent with City issuing a certificate of occupancy for the Project. However, if Owner has completed a Facility, or a distinct part of a Facility, and received approval from City under **Section 4** prior to the issuance of the certificate of occupancy for the Project, the Fees shall be credited in accordance with this Agreement at the time the certificate of occupancy is issued. If the Facility, or a distinct part of a Facility, is completed after the certificate of occupancy for the Project is issued, the Property Owner will be required to pay the applicable Fees at the time the certificate of occupancy is issued and the appropriate amount of Fees paid by Property Owner shall be refunded when Property Owner completes the Facilities and they are accepted by the City as provided in this Agreement. The total fee credit shall not exceed the amount available under the applicable nexus study, the actual cost of the construction of the Facility as provided in **Section 4** or the estimated cost in **Exhibit "B"**, whichever is less. Fee credits referred to in this Agreement are estimates only. The actual Fee credits that are actually available may vary significantly from the estimates in this Agreement based on a number of factors including, but not limited to, annual changes in the Fees. Fees are calculated at the time that the certificate of occupancy is issued. Fees are adjusted periodically and may have increased by the time the certificate of occupancy is applied for.

(b) Completion of Facilities. Completion of the Facilities in a timely manner is essential to the City's program of meeting transportation demands created by the Project and other factors. Property Owner shall complete the Facilities obtain approval of the City on or before December 31, 2019 ("Outside Completion Date"). In order for Fee credits to be available under this Agreement they must be used on or before the Outside Completion Date.

(c) Separate TUMF Credit Agreement. The TUMF program is administered by Western Regional Council of Governments ("WRCOG"). The City collects TUMF Fees on behalf of WRCOG and remits them to WRCOG. The City and Property Owner agree to enter into a Improvement and Credit/Reimbursement Agreement ("TUMF Credit Agreement") for the Fourth Street Extension Project whereby Property Owner shall be eligible for certain credits to TUMF Fees ("TUMF Credits"). However, the TUMF Credit Agreement is subject to the approval of WRCOG and City cannot assure Property Owner that WRCOG will approve the TUMF Credit Agreement. Notwithstanding anything to the contrary in this Agreement, all TUMF Credits and terms are subject to the applicable administrative rules and written approval of WRCOG in its sole and absolute discretion.

(d) Adjustment to TUMF. Property Owner made an advance ("Advance") of $1,133,000 on August 7, 2018 to the City under the Funding Agreement, ("Funding Agreement") dated May 16, 2017. The City credited the Advance towards the Old Road and Bridge Fee which was then used for Phase One of the Potrero Overpass Project. After the execution of the Funding Agreement the City transitioned from the Old Road and Bridge Fee to the TUMF Fee. The Funding Agreement provides for the proration of the Advance between the TUMF Program and the Old Road and Bridge Fee in an equitable manner. The Advance covered 33.52% of the Old Road and Bridge Fee in the total amount of $3,379,986.70; the City will not

collect the other 67.08% of the Old Road and Bridge Fee. In order to equitably prorate the TUMF obligation, the City and Property Owner agree that Owner will be deemed to have paid 33.52% of the TUMF Fee in like manner. The TUMF Fee is estimated to be $1,738,081.09 less 33.52% equals $1,155,461.68 ("Adjusted TUMF"). The Adjusted TUMF is subject to WRCOG approval. Fourth Street Project expenditures not credited to TUMF may be credit against the City's Local Road and Bridge Fee in accordance with this Agreement and the nexus study or may be subject to reimbursement under the TUMF Credit Agreement subject to WRCOG approval. Property Owner's estimated TUMF obligations (subject to WRCOG approval) are set forth on Exhibit "F".

7. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or upon deposit of the same in any United States Post Office, registered or certified, postage prepaid, addressed as follows:

Property Owner:
USEF Crossroads II, LLC
c/o USAA Real Estate Company,
9830 Colonnade Blvd. Suite 600
San Antonio, Texas, 78230

and a copy to:

McDonald Property Group, Inc.
1140 North Coast Highway
Laguna Beach, California 92651
Attn: Bruce McDonald

City of Beaumont:
City of Beaumont
550 East Sixth Street
Beaumont, California 92223
Attention: City Manager

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party within twenty (20) days of such change.

8. Attorneys' fees. In the event of any action, lawsuit or other proceeding to enforce this Agreement or arising out of the breach of any of its covenants, conditions, or provisions, the prevailing party shall be entitled to recover from the other party all of such party's reasonable litigation costs and expenses, including attorney's fees, incurred in each and every such action, suit or other proceeding, including any and all appeals.

9. Severability. If any provision 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 reasonably possible.

10. 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 may not be assigned except with the written consent of the parties.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein. The Facilities Fee Credit Agreement is terminated and of no further force or effect.

12. Amendments. This Agreement may be amended or modified only in writing signed by all parties.

13. Interpretation. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provision of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement. The captions and headings in this Agreement are for convenience only and shall not be referred to for purposes of construing the provisions hereof.

14. Independent Contractor. In performing any obligations under this Facilities Agreement, the Property Owner is an independent contractor and not the agent or employee of the City. The City shall be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the Property Owner.

15. Counterparts. This Agreement may be executed in counterparts, all of which shall be deemed an original.

16. Governing Law. This Agreement shall, in all respects, be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

Date:

CITY OF BEAUMONT

By: _____
Mayor

ATTEST:

By: _____
City Clerk

ATTEST:

By: _____
City Clerk of the City of Beaumont

USEF CROSSROADS II, LLC,
a Delaware limited liability company

By: USAA Eagle Real Estate Multi-Sector Operating Partnership, LP,
a Delaware limited partnership,
its sole member

By: USAA Eagle Real Estate REIT, LLC,
a Delaware limited liability company,
its general partner

By: USAA Eagle Real Estate Feeder 1, LP, a Delaware limited partnership,
its manager

By: USAA Eagle Real Estate GP, LLC, a Delaware limited liability company,
its general partner

By: USAA Equity Advisors, LLC, a Texas limited Liability company,
its sole member

By: USAA Real Estate Company, a Delaware corporation,
its sole member

By: _____
Name: DAVID BUCK
Title: Executive Managing Director

By: USAA Eagle Real Estate Feeder 3, LP,
a Delaware limited partnership, its general partner

By: USAA Eagle Real Estate GP, LLC,
a Delaware limited liability company,
its general partner

By: USAA Equity Advisors, LLC, a Texas
limited liability company, its sole member

By: USAA Real Estate Company,
a Delaware corporation, its sole member

By: _____
Name: DAVID BUCK
Title: Executive Managing Director

EXHIBIT A

MAP OF BOUNDARIES OF THE PROPERTY

EXHIBIT B

DESCRIPTION OF FACILITIES

Facility/Description	Estimated Cost
Fourth Street Extension Project (East of Potrero Blvd)	$ 3,525,001
Traffic Signal Improvements: A. 4th Street and Veile Avenue B. 4th Street and Distribution Way C. 4th Street and B Street	$ 90,085

All costs and credits shall be subject to review and approval of the City and/or WRCOG in accordance with the maximum unit price assumptions for component portions of facilities as identified and set forth in Ordinance No. 1092 and WRCOG ordinances and rules.

Facility and Fee Credit shall not exceed the total fees due to the City at the time of issuance of certificate of occupancy and shall be based on actual construction cost as approved by the City.

EXHIBIT C

FORM OF FEE CREDITS REQUEST

The undersigned (the "Contracting Party"), hereby requests fee credits in the total amount of $_____ for the Facilities (as defined in the Facilities and Fee Credit Agreement by and between the City of Beaumont and USEF Crossroads II, LLC, a Delaware limited liability company dated as of _____, 20___ (the "Agreement"), all as more fully described in Attachment 1 hereto. In connection with this Credit Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Contracting Party, qualified to execute this Payment Request for payment on behalf of the Contracting Party and is knowledgeable as to the matters set forth herein.

2. All costs of the Facilities for which payment is requested hereby are Actual Costs (as described in the Agreement) and have not been inflated in any respect. The eligible costs for which payment is requested have not been the subject of any prior credit request submitted to the District.

3. Supporting documentation (such as third party invoices, lien releases, certified payroll and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.

4. The Facilities for which credit is requested was constructed in accordance with the requirements of the Agreement.

5. The Contracting Party is in compliance with the terms and provisions of the Agreement and no portion of the amount being requested to be paid was previously paid.

6. The credit value for the Facility (a detailed calculation of which is shown in Attachment 1 hereto for each Facility) has been calculated in conformance with the terms of the Agreement.

7. Please authorize credit for facility fees, building permit fees and/or plan check and inspection fees to the following entity (ies), if other than the Contracting Party, in the amounts or percentages indicated:

[Insert names of payees and amounts or percentages]

I declare under penalty of perjury that the above representations and warranties are true and connect.

CONTRACTING PARTY:

USEF Crossroads II, LLC

By: _____
Authorized Representative of
Contracting Party

Date: _____

DISTRICT:

Payment/Credit Request Approved for
Submission to Trustee and/or City Manager

_____
City Representative

Date: _____

EXHIBIT C

ATTACHMENT 1

SUMMARY OF FACILITIES

TO BE CREDITED

Facility	Eligible Costs	Credit Requested

EXHIBIT D

ELIGIBLE FEE CREDITS

Any of the following Fees associated with the development of the Property and the construction of Facilities shall be eligible for Fee credit subject to the terms and provisions of this Agreement. However, this list of fees is not a complete list of all Fees.

1) City Development Impact Fees

Impact Fees	**Eligible Facility**
(a) TUMF Fees (b) Local Street and Bridge Impact Fees	4th Street Extension
Traffic Signal Impact Fees	4th Street and Veile Ave
Traffic Signal Impact Fees	4th Street and Distribution Way
Traffic Signal Impact Fees	4th Street and B Street

EXHIBIT E

REGULATORY PERMITS

1) All other regulatory permits related to the Facilities

EXHIBIT F

TUMF OBLIGATION

Adjusted TUMF Obligation (see details below)..... $1,155,461.68

Construction Costs/Max TUMF Share (see details below)..... $ 2,376,000.00

TUMF Facility Balance $1,220,538.32

Adjusted TUMF Fee (see details below. Fee subject to change) $1,155,461.68

Total Project SF (includes four stories)	Total Old Road and Bridge Fees	Old Road and Bridge Fees Paid per Funding Agreement	% Old Road and Bridge Fees Paid	Total SF of Project per TUMF Nexus Study	TUMF SF Deemed Paid as per Section 6 (subject to WRCOG Approval)	TUMF SF Remaining	TUMF Fee Per SF	TUMF Fees Remaining (subject to WRCOG Approval)
2,643,646	$3,379,986.70	$1,133,000	33.52%	981,966	329,163.51	652,803.21	$1.77	$1,155,461.68

USEF Crossroads II, LLC paid $1,133,000 under the Funding Agreement which was credited to the City's Old Road and Bridge Fee on August 7, 2017. These fees were paid prior to the City joining the TUMF Program. The $1,133,000 represented roughly 33.52% of the total Old Road and Bridge Fees due. The current TUMF handbook worksheet A.2.8. Calculates the total TUMF square footage for this project to be 981,966 SF. The 33.52% of the 981,966 SF is 329,163.51. Therefore, the remaining SF of the building subject to the TUMF program is deemed by Property Owner and City to total 652,803.21. The Property Owner and City agree that the Adjusted TUMF amount to be paid is $1,155,461.68 under current TUMF rates. City will submit the Adjusted TUMF amount to WRCOG for approval, but cannot guaranty WRCOG approval.

TUMF Cost Assumption/Max TUMF Share

Design Cost Breakdown:

Fourth Street Project Construction	$1,155,461.68
SUB TOTAL:	**$1,155,461.68**
Maximum TUMF share for this Project	$1,155,461.68

5291006.1712935.3

Staff Report

TO: City Council

FROM: Doug Story, Assistant Director of Community Services

DATE June 15, 2021

SUBJECT: **Approve the Purchase of a Carlton 5014 TRX Stump Grinder in the Amount Not to Exceed $35,589.83 from Cal-Line Equipment, Inc.**

Background and Analysis:

On May 18, 2021, City Council approved an adjustment to the Equipment Replacement Fund for the FY2021 General Fund to include the purchase of various pieces of operating equipment, including a stump grinder for use by the Building and Grounds Maintenance Division of the Community Services Department. As such, the department is requesting the purchase of a stump grinder for use on City owned trees.

In May 2021 a tree inventory was completed of all City owned trees totaling 8,966 trees of various sizes and species. The survey also identified 69 stumps in need of removal throughout the City.

In accordance with the City's purchasing ordinance, the Community Services Department requested quotes from multiple dealers that carry the Carlton 5014 TRX stump grinder. Two responses were received and reviewed by City staff. The lowest bidder was Cal-Line Equipment, Inc., as summarized below.

- Cal-Line Equipment, Inc. $35,589.83 total, and
- Garvey Equipment $35,449.75 + 6% steel surcharge.

Fiscal Impact:

The total costs for purchasing the stump grinder is $35,589.83 and will be funded from account 600-000-8040-0000. The estimated cost to prepare this report is $146.

Recommended Action:

Approve the purchase of a Carlton 5014 TRX stump grinder in the amount of $35,589.83 from Cal-Line Equipment, Inc., and authorize City staff to issue a purchase order.

Attachments:

A. Quotes received

Cal-Line Equipment Inc.

6010 Southfront Rd.
Livermore, CA 94551

Estimate

Date	Estimate #
4/8/21	16528

Name / Address
City of Beaumont Eileen Rodriguez 550 E. 6th Street Beaumont, CA 92223

P.O. No.	Terms	Rep
	Due on equipment ...	TK

Item	Description	Qty	Rate	Total
Carlton SP5014 T...	2021 J.P. Carlton 5014TRX Self Propelled Hydraulic Controlled Track Stump Cutter Dual Motor Ground Drive System Tapered Roller Bearings on Jackshaft and Cuttershaft Expanding Track Undercarriage Wireless Remote Carlton Razor Cutting System	1	36,700.00	36,700.00T
Discount	Municipal Discount		-3,670.00	-3,670.00
	ETA 2.5 months from date of order			

Subtotal	$33,030.00
Sales Tax (7.75%)	$2,559.83
Total	$35,589.83

Phone #
925-443-6432

QUOTATION

GARVEY EQUIPMENT COMPANY
430 SOUTH PINE STREET
SAN GABRIEL, CA 91776
Phone #: (626)285-4150
Fax #: (626)285-4156

PHONE #: **(951)767-8520**
CELL #:
ALT. #: **(951)390-0062**
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **6/7/2021**
ORDER #: **1076432**
CUSTOMER #: **9380**
CP: **JF**
LOCATION: **1**
STATUS: **Active**

BILL TO 9380

CITY OF BEAUMONT
550 EAST 6TH STREET
BEAUMONT, CA 92223 US

SHIP TO

CITY OF BEAUMONT
550 EAST 6TH STREET
BEAUMONT, CA 92223 US

MFR PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
CARL SP5014TRX	2021 CARLTON SP5014 TRX W/35 HP VANGUARD	1	$35,950.00	$32,900.00	$32,900.00

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	**$32,900.00**
TAX:	**$2,549.75**
ORDER TOTAL:	**$35,449.75**

Authorized By: _____

J.P. Carlton Company Div. DAF, Inc.
121 John Dodd Road
Spartanburg, South Carolina 29303
864-578-9335 • 800-243-9335 • FAX 864-578-0210

To: All Carlton Customers

Affective 5/10/2021

We hope this email finds everyone healthy and all is well. The reason for this email is to let you know that we are going to have to go with a new pricing on all machines, regardless of when it was ordered. With the price of steel and materials going up, we must do this.

Also, there will be a 6% additional surcharge on all invoices.
We will continue to monitor this and readjust when the time comes.

If you have to readjust your orders, please let us know. This is not a normal procedure for Carlton, but we have no other choice, as steel and material prices continue to climb.

We are sorry for the inconvenience.

We thank you for your continued support.

JP Carlton
Danny Falatok

CC:
Richard Tucker
James Patrick

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 15, 2021

SUBJECT: **One-Year Extension of the Interagency Service Agreement between the City of Banning and the City of Beaumont to Provide Coordinated Transit Services**

Background and Analysis:

On June 18, 2019, City Council approved an Interagency Service Agreement (ISA) with the City of Banning for a period of one year. The agreement provides that both parties will meet annually to discuss whether to extend the agreement for another fiscal year.

On June 16, 2020, City Council approved a one-year extension of the agreement. Staff from both cities met and have agreed to recommend an extension for FY2022. A similar staff report will be presented to the Banning City Council on June 22, 2021.

Some highlights of the agreement include:

1. Provide the public with specific transit information, advertising the operations of both agencies and promote the general use of transit;
2. Cooperate in the location, installation and maintenance of all jointly used bus stops, including use of the other's poles and posts at joint transfer points. Each party will be solely responsible for claims of damages arising out of its installation of bus stop signs or passenger amenities;
3. Implement boarding restrictions within respective service areas where duplication of service or potential revenue loss may occur, including limiting service to no more than three buses per hour at the other agency's jointly used bus stops. Neither party will board passengers at any bus stop within the other party's jurisdiction that is not specifically designated by this agreement;
4. Each party shall retain all fares collected for their service;
5. Minimize passenger wait times through coordination of schedules, whenever practical;

6. Each agency will accept transfer media of the other agency valued at the base fare at Walmart and San Gorgonio Hospital transfer points only. Passengers will not be required to top-up their fare to cover any shortfall between the base fares;
7. Where Beaumont and Banning's commuterlink routes intersect, each agency will accept multi-use media from the other agency for a one dollar ($1.00) discount with their applicable premium fare;
8. Transfer media will not be valid on paratransit service;
9. Electronic fare media is excluded until such time as Banning implements such a program;
10. Each party will accept the other party's valid employee identification on all fixed route and commuterlink service in lieu of payment of fare;
11. Each party will accept the other party's valid military veteran identification for purchase of reduced veterans fares;
12. Each party will formally inform each other of future plans and schedule changes no later than 30 days before the changes are scheduled to be implemented;
13. Neither party may operate duplicating services in the other party's jurisdiction without written approval of the other party's elected City Council. Each party will operate in accordance with the Transportation Development Act; and
14. The term of the agreement shall be July 1 to June 30 or the date of execution by both parties, whichever is the latter. A meeting between the two cities' staff members is required prior to December 15 of each year to discuss the coordination of services for the following fiscal year and possible extension of the term of the agreement.

Staff from both cities have agreed to address any issues and discuss potential changes in the coming fiscal year that would benefit passengers in the Pass Area.

Fiscal Impact:

City staff estimates the cost of $250 to prepare this staff report.

Recommended Action:

Approve the Interagency Service Agreement between the City of Banning and the City of Beaumont to provide coordinated transit services for FY2022 and authorize the Mayor to execute on behalf of the City.

Attachments:

A. Interagency Service Agreement between the City of Banning and the City of Beaumont

INTERAGENCY SERVICE AGREEMENT
BETWEEN
THE CITY OF BANNING
AND
THE CITY OF BEAUMONT

THIS AGREEMENT is made and entered into the latter of the 1st day of July, 2021 or the date upon execution by both parties by and between the City of Banning, a municipal corporation, 99 E Ramsey Street, Banning, California 92220 (hereinafter referred to as "BANNING"); and the City of Beaumont, a municipal corporation, 550 East 6th Street, Beaumont, California 92223 (hereinafter referred to as "BEAUMONT"). The annual term of this agreement shall coincide with the fiscal year of July 1st to June 30th.

RECITALS:

WHEREAS, BANNING and BEAUMONT are empowered by law to provide the public with convenient, safe, and accessible transportation within their respective jurisdictions; and

WHEREAS, BANNING and BEAUMONT each operate a public bus transit system; and

WHEREAS, BANNING and BEAUMONT desire to cooperate and coordinate in bus route planning, scheduling, stops, transfers, fares and information dissemination; and

WHEREAS, both parties agree that this Agreement shall be non-financial in nature; and

WHEREAS, this Agreement shall supersede any and all previous service agreements concerning public transit between BANNING and BEAUMONT.

NOW, THEREFORE, it is mutually understood and agreed by BANNING and BEAUMONT as follows:

ARTICLE 1. GENERAL AUTHORITY

The City Managers (“City Manager”), or their designees, of BANNING and BEAUMONT, are hereby made the authorized representative, respectively, of BANNING and BEAUMONT to grant such authorizations and take such further actions as may be necessary to effectuate this Agreement

ARTICLE 2. PUBLIC INFORMATION

BANNING and BEAUMONT agree to cooperate in providing the public with specific bus transit information, advertising the operations of both agencies and promoting the general use of public transit.

ARTICLE 3. STOPS

A. BANNING and BEAUMONT agree to cooperate in the location, installation and maintenance of the following jointly used bus stops, including the use of the other's sign posts:

(1) Walmart Transfer Station – 1540 East 2nd Street, Beaumont, CA 92223; and
(2) San Gorgonio Memorial Hospital – 600 North Highland Springs Avenue, Banning, CA 92220

B. Each party shall be solely responsible for claims for damages arising out of its installation of its bus stop signs or passenger amenities and its transportation and related services.

C. Each party shall implement the following boarding restrictions within its respective service area where duplication of service or potential revenue loss may occur, including:

BEAUMONT will limit BANNING to no more than three buses per hour at the Walmart Transfer Station; and

BANNING will limit BEAUMONT to no more than three buses per hour at the San Gorgonio Memorial Hospital bus stop.

Neither party will board passengers at any other bus stop within the other party's jurisdiction.

D. Each party shall be responsible for obtaining any required licenses or permits and paying any necessary fees in order to establish bus stops, install amenities or operate service in either service area.

ARTICLE 4. FARES

Fares may vary in accordance with adopted policies of each party. Each party shall retain all fares collected in the operation of their service.

ARTICLE 5. TRANSFER CONNECTIONS

BANNING and BEAUMONT agree to facilitate minimization of passenger waiting time, and both parties shall coordinate schedules whenever practical.

ARTICLE 6. TRANSFER

A. BANNING shall accept BEAUMONT'S transfer tickets or media valued at BANNING's base fare for that service toward BANNING's regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BEAUMONT'S base fare is valued at more than BANNING'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BEAUMONT'S and BANNING'S base fares. Transfer media includes a one-time transfer ticket issued by BEAUMONT.

B. BEAUMONT shall accept BANNING'S transfer tickets or media valued at BEAUMONT'S base fare for that service toward BEAUMONT'S regular fixed route service at the Walmart Transfer Station and San Gorgonio Hospital bus stop. In the event that BANNING'S base fare is valued at more than BEAUMONT'S base fare, no change or credit will be due to the passenger. Passengers are not required to top-up their fare to cover any shortfall between the BANNING'S and BEAUMONT'S base fares. Transfer media includes a one-time transfer ticket issued by BANNING.

C. BANNING shall accept BEAUMONT'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar ($1) discount on BANNING'S Commuterlink buses with their applicable premium fare.

D. BEAUMONT shall accept BANNING'S Commuter plus Local Day or Monthly Passes as transfer media for a one-dollar ($1) discount on BEAUMONT'S Commuterlink buses with their applicable premium fare.

E. The transfer ticket or media shall not be issued on or valid on Dial-A-Ride or other curb-to-curb service.

F. Until such time as both agencies use electronic fare media (e.g. phone applications), such as Token Transit, electronic fare media is excluded from this agreement.

G. Each party shall accept the other party's valid employee identification, on all fixed route and commuter services in lieu of payment of fare.

H. BANNING shall accept BEAUMONT'S Military Veteran Identification for purchase of BANNING'S reduced Veterans Fares.

I. BEAUMONT shall accept BANNING'S Military Veteran Identification for purchase of BEAUMONT'S reduced Veterans fares.

ARTICLE 7. OPERATIONAL INFORMATION

Each party shall formally inform the designated representative of each City of

future plans for route and schedule changes, exclusive of temporary demand and emergency situations, no later than 30 days before the changes are scheduled to be implemented.

ARTICLE 8. CONTROL AND RESPONSIBILITY

A. Each party to this Agreement, in its operations pursuant hereto, is acting as an independent contractor and agrees to defend, indemnify and hold the other party, including its officers, directors, employees, agents, subcontractors and suppliers, harmless from and against all claims, losses, damages and expenses, including attorney's fees, on account of any loss, damage or claim, including bodily injury to or death of any person, or for property damage arising out of such party's performance of services described in this Agreement, unless, and to the extent, caused by the negligence, gross negligence or intentional conduct of the other party.

B. Each party to this agreement shall indemnify, defend and hold harmless the other party, including its officers, directors, employees, agents, subcontractors and suppliers, from and against any and all liability or expense including any claim of liability and any and all losses or costs, including legal expenses and costs of expert witnesses and consultants, that may be imposed by the other party solely by virtue of the provisions of Section 895.2 of the California Government Code.

ARTICLE 9. SERVICE TO BE OPERATED

Neither party may operate duplicating services in the other's jurisdiction without the written approval of the other party's elected city council. Every attempt shall be made to coordinate alignments, schedules, stops, fare policies, and route planning for the safety and convenience of the public and in accordance with Article 5 – Relationships Between Operators – of the Transportation Development Act.

ARTICLE 10. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

Each party shall be solely responsible for complying with the Americans with Disabilities Act of 1991 (ADA) as amended, including the provision of parallel ADA demand response service along each party's fixed routes operated in the other party's service area.

ARTICLE 11. NO MONETARY CLAIMS

Neither party shall have any claims against or liabilities to the other party on account of expenses incurred or revenues received or lost as a result of this Agreement except as otherwise provided to the contrary herein.

ARTICLE 12. TERMS OF THE AGREEMENT

This Agreement shall be effective on July 1, 2021, or the date of full execution by both parties, whichever date is later, and will remain in effect for a term of one year. Prior to December 15th of the existing year, both parties will meet at least once to discuss coordination of services for the following fiscal year, as well as to discuss an extension of this agreement by an additional subsequent term for one year. Notwithstanding the forgoing sentence, either party may terminate this agreement by giving 60 days written notice to the other party.

ARTICLE 13. GOVERNING LAW; SEVERABILITY.

This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County. If any article, section, part or sentence of this Agreement or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 14. INSURANCE.

The parties each verify that they are a self-insured entity or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

ARTICLE 15. COMPLIANCE WITH LAWS.

Each party shall observe and comply with the Transportation Development Act of 1971, all other applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by either party must be in accordance with these laws, ordinances, codes and regulations.

ARTICLE 16. NOTIFICATION AND MAILING ADDRESSES

Any requests and demands made between the parties pursuant to this Agreement are to be directed as follows:

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Todd Parton
City Manager
(951) 769-8520

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Doug Schulze
City Manager
(951) 922-3104

Any notices of service and schedule changes are to be directed as follows:

CITY OF BEAUMONT:
550 East 6th Street
Beaumont, CA 92223
Attn: Elizabeth Gibbs
Community Services Director
(951) 769-8521

CITY OF BANNING:
99 East Ramsey Street
Banning, CA 92220
Attn: Art Vela
Public Works Director
(951) 922-3130

ARTICLE 17. ENTIRE AGREEMENT.

The terms and conditions of this Agreement represents the entire agreement between the parties with respect to its subject matter. This Agreement shall supersede any and all prior contracts between the parties, regarding the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or otherwise modified except by a written amendment executed by both parties.

ARTICLE 18. NO THIRD PARTY BENEFICIARIES.

This Agreement is not intended to, and shall not be interpreted to, create any rights or establish any standard of care with regards to any third party who is not a signatory and party to this Agreement.

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

CITY OF BEAUMONT

By_____
Mike Lara, Mayor

APPROVED AS TO FORM:

By_____
John O. Pinkney, City Attorney

CITY OF BANNING

By_____
Colleen Wallace, Mayor

APPROVED AS TO FORM:

By_____
Kevin G. Ennis, City Attorney

Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE June 15, 2021

SUBJECT: **Second Reading of Ordinances Dissolving Improvement Area Nos. 19D and 19F of CFD No. 93-1 and Formation of CFD No. 2021-1**

Background and Analysis:

On April 20, 2021, the City Council adopted Resolution No. 2021-20 stating its intention to form CFD No. 2021-1 (the "District") and dissolve Improvement Area Nos. 19D and 19F of City of Beaumont Community Facilities District No. 93-1 (the "Improvement Areas"), and Resolution No. 2021-21 stating its intention to incur bonded indebtedness in an amount not to exceed $19,500,000. This was the initial step in the formation process of the District and the dissolution of the Improvement Areas and such resolutions called for a public hearing to be held on the formation of the District on June 1, 2020. The District consists of 529 proposed single family homes. Following the closing of the public hearing, the City Council adopted resolutions establishing the District and determining the necessity to incur bonded indebtedness in an amount not to exceed $19,500,000. The adoption of such resolutions called for an election to be conducted by the City Clerk on the authorization of the levy of the special tax described in the Rate and Method of Apportionment of the Special Tax and the approval of the issuance of bonds in an amount not to exceed $19,500,000. On file with the City Clerk is a Certificate of the Registrar of Voters of the County of Riverside confirming that there were no registered voters residing within the boundaries of the District. Accordingly, the election was a landowner election at which each property owner within the District had one vote for each acre (or portion thereof) of land it owns within the boundaries of the District that is not exempt from the proposed special tax. There are three current landowners within the District, SDC Fairway Canyon, LLC, D.R. Horton Los Angeles Holding Company, Inc. and Woodside 05S, LP (collectively, the "Developers"), and each had executed a waiver waiving certain election law requirements and consenting to the holding of the election on the issuance of the Bonds and the levy of the special tax that immediately followed the public hearing.

The Developers had been previously provided with a ballot which was returned to the City Clerk. The City Clerk conducted the election and read the results to the City Council and in-turn adopted a resolution certifying the election results passing the ballot measures. The City Council introduced the ordinance levying the special tax in the newly created District and separate ordinances dissolving the Improvement Areas. The Improvement Areas will be dissolved upon the formation of the District and the special tax liens that were approved in connection with the Improvement Areas will be extinguished.

Pursuant to the Rate and Method of Apportionment that governs how the special taxes will be levied within the District, four separate special taxes will be levied: 1) a special tax to finance the construction of facilities benefiting the District, that ranges between $1,545 and $2,380 per unit of developed property, 2) a special tax for maintenance services to benefit the District of $205 per unit of developed property in Fiscal Year 2021-22, 3) an additional contingent special tax for maintenance services to benefit the District of $624 per unit of developed property in Fiscal Year 2021-22, which will only be imposed if the homeowner's association within the District fails to maintain certain of the homeowners' association owned property, and 4) a special tax for public services benefiting the District of $509 per unit of developed property in Fiscal Year 2021-22. The rates for each of the two maintenance special taxes for services will increase annually by the greater of 2% or an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year, and the rate for the public services special tax will increase annually by the greater of 5% or an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year, but the rate for the special tax for facilities does not increase annually. The special tax to finance the construction of facilities benefiting the District will be used only to finance actual facilities, and will not be used to finance fees, such as development impact fees.

The estimated total effective tax rates of homes within the District ranges between approximately 1.98% and 2.00% of the estimated sales prices. This is consistent with the City's CFD Goals and Policies.

In addition, the City, the District and SDC Fairway Canyon, LLC ("SDC"), one of the Developers, entered into an acquisition agreement (the "Acquisition Agreement") pursuant to which the City shall acquire public facilities completed by the SDC with proceeds of bonds issued by the District, if and when such bonds are issued.

Fiscal Impact:

There is no impact on the general fund to pay any costs associated with the proposed formation of the District. $50,000 has been advanced to the City by SDC to finance initial costs of the formation of the District and the dissolution of the Improvement Areas. In the event that any bonds are issued by the District, SDC would be entitled to reimbursement of costs advanced pursuant to the Reimbursement Agreement. The inclusion of the Special Tax for Public Services will produce an estimated $242,335 in annual revenues (net of administrative expenses) for public safety at build out (based on the initial rate of $509 per unit). The inclusion of the Special Tax for Maintenance Services will produce an estimated $297,086 in annual revenues (net of administrative expenses) for operations and maintenance at build out (based on the initial rate within $205 per unit).

Recommended Action:

Waive the full second reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Acting in Its Capacity as the Legislative Body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), Authorizing the Levy of a Special Tax within the Community Facilities District;”

Waive the full second reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19D of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19D;” and

Waive the full second reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont, Dissolving Improvement Area No. 19F of the City of Beaumont Community Facilities District No. 93-1 and Ordering the Recordation of a Notice of Cessation of Special Tax Lien to Improvement Area No. 19F.”

Attachments:

A. Resolution of Formation
B. Resolution to Incur Bonded Indebtedness
C. Resolution Certifying Election Results
D. Ordinance Authorizing Special Tax
E. Ordinance Dissolving IA 19D
F. Ordinance Dissolving IA 19F

G. Acquisition Agreement

RESOLUTION NO. 2021-28

RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), AUTHORIZING THE LEVY OF SPECIAL TAXES AND CALLING AN ELECTION THEREIN

Intent of the Parties and Findings

(i) The property proposed to be included in the Community Facilities District (as defined below) consists of territory that is currently located within Improvement Area No. 19D of City of Beaumont Community Facilities District No. 93-1 ("Improvement Area No. 19D") and Improvement Area No. 19F of City of Beaumont Community Facilities District No. 93-1 ("Improvement Area No. 19F"); and

(ii) Improvement Area No. 19D and Improvement Area No. 19F will be dissolved contingent upon the formation of the Community Facilities District; and

(iii) The City Council (the "City Council") of the City of Beaumont, California (the "City") has heretofore adopted Resolution No. 2021-20 (the "Resolution of Intention") stating its intention to form Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"); and

(iv) A copy of the Resolution of Intention setting forth a description of the proposed boundaries of the Community Facilities District, the rate and method of apportionment of special tax for the Community Facilities District (the "Rate and Method"), the facilities and the incidental expenses to be financed by the Community Facilities District (the "Facilities" and "Incidental Expenses," respectively) and the services to be provided by the Community Facilities District (the "Services") is on file with the City Clerk, and the Resolution of Intention is incorporated herein by reference; and

(v) A combined notice of a public hearing to be held on June 1, 2021, was published and mailed to all landowners of the land proposed to be included within the Community Facilities District; and

(vi) On June 1, 2021, the City Council opened the public hearing (the "Hearing") as required by law; and

(vii) At the Hearing there was filed with this City Council a report containing a description of the Facilities and Services necessary to meet the needs of the Community Facilities District and an estimate of the cost of such Facilities as required by Section 53321.5 of the Act (the "Community Facilities District Report"); and

(viii) At the Hearing all persons desiring to be heard on all matters pertaining to the proposed formation of the Community Facilities District and the levy of the special taxes and the issuance of bonded indebtedness were heard and a full and fair hearing was held; and

(ix) At the Hearing, evidence was presented to the City Council on the matters before it, and the proposed formation of the Community Facilities District and the levy of special taxes was not precluded by a majority protest of the type described in Section 53324 of the Act, and this City Council at the conclusion of the hearing is fully advised as to all matters relating to the formation of the Community Facilities District, the levy of the special taxes and the issuance of bonded indebtedness; and

(x) The City Council has determined that there have been no registered voters residing in the proposed boundaries of the Community Facilities District for the period of 90 days prior to the Hearing and that the qualified electors in the Community Facilities District are the landowners within the Community Facilities District; and

(xi) On the basis of all of the foregoing, the City Council has determined at this time to proceed with the establishment of the Community Facilities District and with the calling of an election within the boundaries of the Community Facilities District to authorize (i) the levy of special taxes within the Community Facilities District pursuant to the Rate and Method, (ii) the issuance of bonds by the Community Facilities District to finance the Facilities and Incidental Expenses, and (iii) the establishment of an appropriations limit for the Community Facilities District; and

(xii) The legislative body of the District desires to approve the form of an Acquisition Agreement relating to the District, by and among the City, the District and SDC Fairway Canyon, LLC (the "Acquisition Agreement");

NOW, THEREFORE, the City Council of the City of Beaumont, California, acting for and on behalf of the City and the Community Facilities District, does resolve, declare, determine and order as follows:

SECTION 1. Each of the above recitals is true and correct.

SECTION 2. The Community Facilities District to be designated "City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon)" is hereby established pursuant to the Act. The City Council hereby finds and determines that all prior proceedings taken with respect to the establishment of the Community Facilities District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1(b) of the Act.

SECTION 3. The boundaries of the Community Facilities District are established as shown on the map designated "Boundary Map City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), County of Riverside, State of California," which map is on file in the office of the City Clerk and was recorded pursuant to Sections 3111 and 3113 of the Streets and Highways Code in the County of Riverside Book of Boundary Maps in the County Recorder's Office in Book No. 86 at pages 98-99 as Document No. 20210282887 on May 6, 2021.

SECTION 4. The types of Facilities, Services and Incidental Expenses authorized to be provided for the Community Facilities District are those set forth in the Resolution of Intention. The estimated cost of the Facilities, Services and Incidental Expenses to be financed is set forth in the Community Facilities District Report, which estimates may change as the Facilities are designed and bid for construction and acquisition.

The City of Beaumont is authorized by the Act to contribute revenue to, or to construct or acquire the Facilities, all in accordance with the Act. The City Council finds that the proposed Facilities are necessary to meet the increased demand that will be placed upon public infrastructure and the City as a result of new development within the Community Facilities District.

The City Council finds that the proposed Services are necessary to meet the increased demand that will be placed upon public infrastructure and the City as a result of new development within the Community Facilities District

SECTION 5. The City Council hereby adopts the Rate and Method as the rate and method of apportionment for the Community Facilities District. Except where funds are otherwise available, it is the intention of the City Council, subject to the approval of the eligible voters within the Community Facilities District, to levy the proposed special taxes in the Community Facilities District at the rates set forth in the Rate and Method on all non-exempt property therein sufficient to pay (i) the Facilities and the principal and interest and other periodic costs on the bonds proposed to be issued by the Community Facilities District to finance the Facilities, including the establishment and replenishment of reserve funds, any remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash) and other expenses of the type permitted by Section 53345.3 of the Act; (ii) the Incidental Expenses; and (iii) the costs for providing the Services. The Community Facilities District expects to incur, and in certain cases has already incurred, Incidental Expenses in connection with the creation of the Community Facilities District, providing for the issuance of bonds, the levying and collecting of the special tax, the completion and inspection of the Facilities, the provision of Services and the annual administration of the bonds and the Community Facilities District. The Rate and Method is described in detail in Exhibit B hereto and incorporated herein by this reference, and the City Council hereby finds that said Exhibit B contains sufficient detail to allow each landowner within the Community Facilities District to estimate the maximum amount that may be levied against each parcel. As described in greater detail in the Community Facilities District Report, which is incorporated by reference herein, the special tax is based on the expected demand that each parcel of real property within the Community Facilities District will place on the Facilities and each parcel of real property's share of the expected costs of the Services and, accordingly, is hereby determined to be reasonable. The special tax shall be levied on each assessor's parcel in the Community Facilities District pursuant to the Rate and Method, but the special tax for Facilities shall not be levied after Fiscal Year 2061-62. The special tax is apportioned to each parcel in the Community Facilities District on the foregoing bases pursuant to Section 53325.3 of the Act and such special tax is not a tax on or a tax based upon the ownership of real property. It is the intention of the City Council that the special tax shall be levied only upon the dissolution of Improvement Area No. 19D and Improvement Area No. 19F and that the dissolution of Improvement Area No. 19D and Improvement Area No. 19F shall be subject to the formation of the Community Facilities District, the approval of the rate and method of apportionment, and the approval of the issuance of the Obligations by the eligible voters therein.

The City's Finance Director will be responsible for preparing annually, or authorizing a designee to prepare, a current roll of special tax levy obligations by assessor's parcel number and will be responsible for estimating future special tax levies pursuant to Section 53340.2 of the Act.

SECTION 6. In the event that a portion of the property within the Community Facilities District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in the Rate and Method, the City Council shall, on behalf of the Community Facilities District, increase the levy to the extent necessary and permitted by law and these proceedings upon the

remaining property within the Community Facilities District which is not delinquent or exempt in order to yield the required debt service payments on any outstanding bonds for the Community Facilities District or to prevent the Community Facilities District from defaulting on any other obligations or liabilities for the Community Facilities District; provided, however, that under no circumstances shall the Special Tax in the Community Facilities District be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the Community Facilities District by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults in the Community Facilities District. The amount of the special tax will be set in accordance with the Rate and Method.

SECTION 7. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all non-exempt real property in the Community Facilities District; and this lien shall continue in force and effect until the special tax obligation is paid and permanently satisfied and the lien canceled in accordance with law or until collection of the special tax by the Community Facilities District ceases.

SECTION 8. Consistent with Section 53325.6 of the Act, the City Council finds and determines that the land within the Community Facilities District, if any, devoted primarily to agricultural, timber or livestock uses and being used for the commercial production of agricultural, timber or livestock products is contiguous to other land within the Community Facilities District and will be benefited by the Facilities proposed to be provided within the Community Facilities District.

SECTION 9. It is hereby further determined that there is no ad valorem property tax currently being levied on property within the proposed Community Facilities District for the exclusive purpose of paying the principal of or interest on bonds or other indebtedness incurred to finance the construction of capital facilities which provide the same services to the territory of the Community Facilities District as are proposed to be provided by the Facilities to be financed by the Community Facilities District.

SECTION 10. The City Council finds and determines that the Services are in addition to those already being provided within the territory of the Community Facilities District prior to its formation and shall not supplant services already available within such territory when the Community Facilities District is created.

SECTION 11. Written protests against the establishment of the Community Facilities District have not been filed by one half or more of the registered voters within the boundaries of the Community Facilities District or by the property owners of one half or more of the area of land within the boundaries of the Community Facilities District. The City Council hereby finds that the proposed special tax has not been precluded by a majority protest pursuant to Section 53324 of the Act.

SECTION 12. An election is hereby called for within the Community Facilities District on the propositions of levying the special tax on the property within the Community Facilities District and establishing an appropriations limit for the Community Facilities District pursuant to Section 53325.7 of the Act and shall be consolidated with the election on the proposition of incurring bonded indebtedness for the Community Facilities District, pursuant to Section 53351 of the Act. The propositions to be placed on the ballot for the Community Facilities District are attached hereto as Exhibit A.

SECTION 13. The date of the elections within the Community Facilities District shall be June 1, 2021, or such later date as is consented to by the City Clerk and the landowners within the

Community Facilities District. The City Clerk shall conduct the election and all ballots shall be received by, and the City Clerk shall close the elections by, 10:00 p.m. on the election day; provided the elections shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. Except as otherwise provided by the Act, the elections shall be conducted by personally delivered or mailed ballot and, except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable.

It is hereby found that there are no registered voters within the territory of the Community Facilities District, and, pursuant to Section 53326 of the Act, each landowner who is the owner of record on the date hereof, or the authorized representative thereof, shall have one vote for each acre or portion thereof that he, she or it owns within the Community Facilities District. The voters shall be the landowners of record within the Community Facilities District as of June 1, 2021.

SECTION 14. The preparation of the Community Facilities District Report is hereby ratified. The Community Facilities District Report, as submitted, is hereby approved and made a part of the record of the public hearing regarding the formation of the Community Facilities District, and is ordered to be kept on file with the transcript of these proceedings and open for public inspection.

SECTION 15. The City Council finds that the formation of the Community Facilities District is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct of reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because such formation has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that the formation of the Community Facilities District is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

SECTION 16. The City may accept advances of funds or work-in-kind from any source, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying any cost incurred by the City in creating the Community Facilities District. The City may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

SECTION 17. The form of the Acquisition Agreement presented at this meeting is hereby approved; and any one of the Mayor, the City Manager, the Assistant City Manager, or the Finance Director of the City or the written designee of one of the foregoing (collectively, the "Authorized Officers") is hereby authorized and directed to execute the Acquisition Agreement in the form hereby approved, with such additions therein and changes thereto as the Authorized Officer or Authorized Officers executing the same deem necessary to cure any defect or ambiguity therein if such change does not materially alter the substance or content thereof, with such approval to be conclusively evidenced by the execution and delivery of such Acquisition Agreement.

SECTION 18. This Resolution shall be effective upon its adoption.

MOVED, PASSED AND ADOPTED this 1st day of June 2021.

Lloyd White, Mayor Pro Tempore

I, Nicole Wheelwright, Deputy City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, by the following vote:

AYES: Santos, Fenn, Martinez, White
NOES:
ABSENT: Lara
ABSTAINED:

ATTEST:

Nicole Wheelwright, Deputy City Clerk

EXHIBIT A

SAMPLE BALLOT

CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

SPECIAL TAX AND SPECIAL BOND ELECTION

June 1, 2021

This ballot represents ___ votes.

To vote, write or stamp a cross ("+" or "X") in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") incur an indebtedness and issue bonds in the maximum principal amount of $19,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2021-20 of the City Council of the City of Beaumont?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation adopted by the City Council of the City of Beaumont on June 1, 2021 for the Community Facilities District be levied to pay for the Facilities, Incidental Expenses and Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2021-20?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2021-22, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIIIB of the California Constitution, for the Community Facilities District be an amount equal to $2,000,000?

YES_____

NO_____

EXHIBIT B

RATE AND METHOD

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON) OF THE CITY OF BEAUMONT

The following sets forth the Rate and Method of Apportionment for the levy and collection of the Special Tax for Maintenance Services, Special Tax for Public Services and the Special Tax for Facilities in Community Facilities District No. 2021-1 (Fairway Canyon) ("CFD No. 2021-1") each Fiscal Year, in an amount determined by the City Council of the City of Beaumont through the application of the Rate and Method of Apportionment described below. All of the real property in CFD No. 2021-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

SECTION A
DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or **"Acreage"** means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map or instrument. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5 of Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2021-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City, designee thereof, or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2021-1, or any designee thereof complying with arbitrage rebate requirements; the costs to the City, CFD No. 2021-1, or any designee thereof complying with City or major property owner disclosure requirements associated with applicable federal and state securities laws and of the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs associated with the release of funds from an escrow account; and the costs associated with the issuance of Bonds, the City's annual administration fees, and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2021-1 for any other administrative purposes, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure, or otherwise addressing the disposition of delinquent Special Taxes.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel Number within the boundaries of CFD No. 2021-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assigned Special Tax" means the Special Tax of that name described in Section E below.

"Backup Special Tax for Facilities" means the Special Tax of that name described in Section F below.

"Bonds" means any obligation to repay a sum of money, including obligations in the form of bonds, notes, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts, or any refunding thereof, to which Special Taxes for Facilities have been pledged.

"Boundary Map" means a recorded map of CFD No. 2021-1 which indicates the boundaries of CFD No. 2021-1.

"Building Permit" means a permit for new construction for a residential dwelling or non-residential structure. For purpose of this definition, "Building Permit" shall not include permits for construction or installation, retaining walls, utility improvements, or other such improvements not intended for human habitation.

"Building Square Footage" or **"BSF"** means the square footage of assessable internal living space, exclusive of garages or other structures not used as living space, as determined by reference to the building permit application for such Assessor's Parcel, as determined by the CFD Administrator.

"Calendar Year" means the period commencing January 1 of any year and ending the following December 31.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement for Facilities, the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Public Services, and providing for the levy and collection of the Special Taxes.

"CFD No. 2021-1" or **"CFD"** means City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) established by the City under the Act.

"City" means the City of Beaumont.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2021-1, or its designee.

"Consumer Price Index" or "CPI" means the Consumer Price Index published by the U.S. Bureau of Labor Statistics for "All Items for All Urban Consumers: in the Riverside-San Bernardino-Ontario area." In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Riverside-San Bernardino-Ontario area.

"County" means the County of Riverside.

"Developed Property" means all Parcels of Taxable Property that are included in a Final Map that was recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied and for which a Building Permit for new construction has been issued on or prior to March 1st preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Dwelling Unit" means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential dwelling units.

"Exempt Property" means all Assessor's Parcels designated as being exempt from Special Taxes as provided for in Section K, as determined by the CFD Administrator.

"Final Map" means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which building permits may be issued without further subdivision.

"Final Map Property" means Assessor's Parcels: (i) that are included in a Final Map that was recorded prior to the January 1 preceding the Fiscal Year in which the Special Tax is being levied, and (ii) for which a Building Permit was not issued prior to March 1 preceding the Fiscal Year in which the Special Tax is being levied, as determined by the CFD Administrator.

"Fiscal Year" means the period commencing on July 1 of any year and ending the following June 30.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time.

"Land Use Category" means any of the categories listed in the tables included in Section E.

"Lot" means an individual legal lot created by a Final Map for which a Building Permit could be issued.

"Maintenance Services" means the services permitted under the Act including, without limitation, street sweeping, traffic signal maintenance, the maintenance of landscaping and lighting of publicly owned parks, parkways, streets, roads and open spaces, flood and storm protection services, and the operation of storm drainage systems contained within the boundaries of CFD No. 2021-1 and the City.

"Maintenance Services (Contingent)" means the Maintenance Services described above and permitted under the Act, contained within CFD No. 2021-1 and the City, which are proposed to be maintained and paid for through the Property Owner Association, and all to which the City has been granted an easement allowing such maintenance in any Fiscal Year following a Failure to Perform as defined in Section D hereof.

"Maximum Special Tax" means the Maximum Special Tax for Facilities, the Maximum Special Tax for Maintenance Services, the Maximum Special Tax for Public Services, and the Maximum Special Tax for Maintenance Services (Contingent).

"Maximum Special Tax for Facilities" means the maximum Special Tax for Facilities, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services" means the maximum Special Tax for Maintenance Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Maximum Special Tax for Maintenance Services (Contingent)" means the maximum Special Tax for Maintenance Services (Contingent), determined in accordance with Section C, which can be levied

by CFD No. 2021-1 on any Assessor's Parcel for any Fiscal Year following the Fiscal Year in which there is a Failure to Perform as defined in Section D hereof. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

"Maximum Special Tax for Public Services" means the maximum Special Tax for Public Services, determined in accordance with Section C, which can be levied by CFD No. 2021-1 in any Fiscal Year on any Assessor's Parcel.

"Minimum Acreage" means the smallest allowable amount of taxable acreage. For CFD No. 2021-1, it shall not be less than 62.11 acres. The minimum acreage per Zone is as follows: (i) Zone 1 – 7.87 acres, (ii) Zone 2 – 22.00 acres, (iii) Zone 3 – 15.19 acres, and (iv) Zone 4 – 17.05 acres.

"Non-Residential Property" means all Assessor's Parcels of Developed Property for which a building permit was issued for any type of non-residential use, as determined by the CFD Administrator.

"Operating Fund for Maintenance Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services and the Administrative Expenses attributable to providing such Maintenance Services.

"Operating Fund for Maintenance Services (Contingent)" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Maintenance Services (Contingent) and the Administrative Expenses attributable to providing such Maintenance Services (Contingent).

"Operating Fund for Public Services" means a fund that shall be maintained for CFD No. 2021-1 for any Fiscal Year to pay for the actual costs of providing the Public Services and the Administrative Expenses attributable to providing such Public Services.

"Operating Fund Balance" means the amount of funds in the applicable Operating Fund at the end of the preceding Fiscal Year.

"Partial Prepayment Amount" means the amount required to prepay a portion of the Special Tax for the Facilities obligation for an Assessor's Parcel, as described in Section I.

"Prepayment Amount" means the amount required to prepay the Special Tax for the Facilities obligation in full for an Assessor's Parcel, as described in Section H.

"Property Owner Association" means the Fairway Canyon Community Association, or its successors, which was formed for the purpose of marketing, selling, and managing the common interests of the homes and lots within CFD No. 2021-1.

"Property Owner's Association Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, have been conveyed, dedicated to, or irrevocably offered for dedication to the Property Owner Association, including any master or sub-association.

"Proportionately" means for Taxable Property that is (i) Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is the same for all Parcels of Developed Property, (ii) Final Map Property, that the ratio of the actual Special Tax levy to the Maximum Special Tax is the same for all Parcels of Final Map Property, and (iii) Undeveloped Property, Public Property, and Property Owners' Association Property, that the ratio of the actual Special Tax levy per Acre to the

Maximum Special Tax per Acre is the same for all Parcels of Undeveloped Property, Public Property, and Property Owners' Association Property.

"Public Property" means all Assessor's Parcels which, as of July 1st of the Fiscal Year in which the Special Tax is being levied, are used for rights-of-way or any other purpose and is owned by, dedicated to, or irrevocably offered for dedication to the federal government, the State of California, the County, or any other local jurisdiction, provided, however, that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified according to its use.

"Public Services" means the services permitted under the Act including, without limitation, police and fire protection, ambulance and paramedic services provided within the boundaries of CFD No. 2021-1 and the City.

"Residential Floor Area" means all the square footage of living area within the perimeter of a residential dwelling unit, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The CFD Administrator shall determine the Residential Floor Area based upon the Building Permit issued for such residential dwelling unit.

"Residential Property" means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units, as determined by the CFD Administrator.

"Special Tax(es)" means the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Public Services, and the Special Tax for Maintenance Services (Contingent).

"Special Tax for Facilities" means any of the Special Taxes authorized to be levied within CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Facilities.

"Special Tax for Maintenance Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax for Maintenance Services (Contingent)" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Maintenance Services (Contingent). Under no circumstances shall this Special Tax be eligible for prepayment of any kind. The Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

"Special Tax for Public Services" means any of the Special Taxes authorized to be levied by CFD No. 2021-1 pursuant to the Act to fund the Special Tax Requirement for Public Services. Under no circumstances shall this Special Tax be eligible for prepayment of any kind.

"Special Tax Requirement for Facilities" means the amount required in any Fiscal Year to pay: (i) the debt service or the periodic costs on all outstanding Bonds due in the Calendar Year that commences in such Fiscal Year, (ii) Administrative Expenses, (iii) the costs associated with the release of funds from an escrow account, (iv) any amount required to establish or replenish any reserve funds established in association with the Bonds, (v) the collection or accumulation of funds for the acquisition or construction of facilities authorized by CFD No. 2021-1 provided that the inclusion of such amount does not cause an increase in the levy of Special Tax for Facilities on Final Map Property or Undeveloped Property, less (vi) any amounts available to pay debt service or other periodic costs on the Bonds pursuant to any applicable bond Indenture, fiscal agent agreement, or trust agreement.

"Special Tax Requirement for Maintenance Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services, (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services include funds for bonds.

"Special Tax Requirement for Maintenance Services (Contingent)" means that amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Maintenance Services (Contingent) in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Maintenance Services (Contingent), (ii) amount necessary to fund an operating reserve for the costs of Maintenance Services (Contingent) as determined by the CFD Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Maintenance Services (Contingent) include funds for bonds. The Special Tax Requirement for Maintenance Services (Contingent), if initiated, will be applied to all parcels in addition to, and not in lieu of, the Special Tax Requirement for Maintenance Services.

"Special Tax Requirement for Public Services" means the amount to be collected in any Fiscal Year to pay for certain costs as required to meet the needs of CFD No. 2021-1 for Public Services in both the current Fiscal Year and the next Fiscal Year. The costs to be covered shall be the (i) direct costs for Public Services, (ii) amount necessary to fund an operating reserve for the costs of Public Services as determined by the Administrator, and (iii) Administrative Expenses, less (iv) a credit in an amount equal to the Operating Fund Balance. Under no circumstances shall the Special Tax Requirement for Public Services include funds for bonds.

"Taxable Property" means all Assessor's Parcels within CFD No. 2021-1, which are not Exempt Property, as determined by the CFD Administrator.

"Trustee" means the firm that holds and administers assets on behalf of CFD No. 2021-1 under and pursuant to the Indenture.

"Undeveloped Property" means all Assessor's Parcels of Taxable Property which are not Developed Property or Final Map Property, as determined by the CFD Administrator.

"Zone(s)" means Zone 1, 2, 3, or 4 as geographically identified on the Boundary Map.

"Zone 1" means the specific geographic area as depicted on the Boundary Map.

"Zone 2" means the specific geographic area as depicted on the Boundary Map.

"Zone 3" means the specific geographic area as depicted on the Boundary Map.

"Zone 4" means the specific geographic area as depicted on the Boundary Map.

SECTION B
CLASSIFICATION OF ASSESSOR'S PARCELS

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel shall be classified as Taxable Property or Exempt Property. In addition, each Assessor's Parcel of Taxable Property shall be assigned to one of the four Zones based upon its geographic location and further classified as Developed Property, Final Map Property, or Undeveloped Property. In addition, each Assessor's Parcel of Developed Property shall further be classified as Residential Property or Non-Residential Property. Lastly, Assessor's Parcels of Residential Property shall be further categorized into Land Use Categories based on the Residential Floor Area for such Assessor's Parcel.

SECTION C
MAXIMUM SPECIAL TAXES

1. Developed Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel of Residential Property that is classified as Developed Property in any Fiscal Year shall be the amount determined by the greater of (i) the application of the Assigned Special Tax for Facilities in the tables included in Section E below or (ii) the application of the Backup Special Tax for Facilities. The Maximum Special Tax for Facilities for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in any Fiscal Year shall be the Assigned Special Tax in the tables included in Section E below.

b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $205 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $1,744 per Acre and is applicable to all four Zones.

   On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $624 per unit and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Non-Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

   On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

d. The Maximum Special Tax for Public Services for each Assessor's Parcel of Residential Property that is classified as Developed Property in Fiscal Year 2021-22 shall be $509 per unit and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Public Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) five percent (5%).

2. Final Map Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Final Map Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.

b. The Maximum Special Tax for Maintenance Services for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be $1,744 per Acre and is applicable to all four Zones.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services for the prior Fiscal Year shall be adjusted by the greater of (i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or (ii) two percent (2%).

c. The Maximum Special Tax for Maintenance Services (Contingent) for each Assessor's Parcel of Residential and Non-Residential Property that is classified as Final Map Property in Fiscal Year 2021-22 shall be $5,310 per Acre and is applicable to all four Zones. The Maximum Special Tax for Maintenance Services (Contingent), if levied, will be levied on all parcels in addition to, and not in lieu of, the Maximum Special Tax for Maintenance Services.

On each July 1, commencing July 1, 2022, the Maximum Special Tax for Maintenance Services (Contingent) for the prior Fiscal Year shall be adjusted by the greater of i) an amount equal to the percentage change increase in the Consumer Price Index for the twelve-month period ending in January of the prior Fiscal Year or ii) two percent (2%).

d. Final Map Property shall not be subject to the Maximum Special Tax for Public Services.

3. Undeveloped Property

a. The Maximum Special Tax for Facilities for each Assessor's Parcel classified as Undeveloped Property shall be the Assigned Special Tax for the Zone in which the Assessor's Parcel is located as set forth in Section E below.

b. Undeveloped Property shall not be subject to the Maximum Special Tax for Maintenance Services or the Maximum Special Tax for Maintenance Services (Contingent).

c. Undeveloped Property shall not be subject to the Maximum Special Tax for Public Services.

SECTION D
AUTHORITY TO LEVY SPECIAL TAX FOR MAINTENANCE SERVICES (CONTINGENT)

The City Council may levy the Special Tax for Maintenance Services (Contingent), applicable to all four Zones, commencing in the first Fiscal Year following the occurrence of any of the following events (each such event, a **"Failure to Perform"**):

a. the Property Owner Association files a voluntary petition in bankruptcy or the approval by a court of competent jurisdiction of a petition applicable to the Property Owner Association of any proceedings instituted under the Federal Bankruptcy Code, as amended;

b. the Property Owner Association is dissolved;

c. the Property Owner Association fails to levy annual assessments sufficient to fund (i) the maintenance for the then Property Owner Association owned and/or Property Owner Association maintained Maintenance Services (Contingent) or (ii) the replacement of such facilities related to the Maintenance Services (Contingent) in accordance with (A) the requirements of the then current reserve funding plan of the Property Owner Association performed pursuant to California Civil Code Section 5550 or (B) if California Civil Code 5550 is no longer applicable, the requirements of the then applicable law and/or regulations governing the Property Owner Association's requirements to budget for and finance such replacement; or

d. the Property Owner Association fails to maintain the Maintenance Services at the same level as defined within the Property Owner Association maintenance specifications. In the event the Property Owner Association maintenance specifications do not meet either the City or County maintenance requirements, the City Council will have sole discretion to determine the required level of maintenance required for purposes of this section.

In the event of the occurrence of a Failure to Perform described in "c." or "d." above, the City shall give the Property Owner Association written notice of such event. If such Failure to Perform is reasonably capable of being cured within sixty (60) days from the date of such notice, the Property Owner Association shall have such period of time to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent). If such Failure to Perform is such that it is reasonably capable of being cured, but not within such sixty (60) day period and the Property Owner Association (i) initiates corrective action within such sixty (60) day period, and (ii) diligently, continually, and in good faith works to effect a cure of such Failure to Perform as soon as possible, then the Property Owner Association shall have such additional time, as is reasonably necessary, to cure such Failure to Perform prior to the levy by the City Council of Special Tax for Maintenance Services (Contingent).

The City Council may suspend the levy of Special Tax for Maintenance Services (Contingent) if the Property Owner Association has cured the Failure to Perform to the satisfaction of the City Council and the Property Owner Association has agreed to such conditions as the City Council may find necessary to minimize the occurrence of such Failure to Perform in the future. In the event the City Council initiates the Special Tax for Maintenance Services (Contingent), it will apply to all taxable parcels in addition to, and not in lieu of, the Special Tax for Maintenance Services.

SECTION E
ASSIGNED SPECIAL TAX FOR FACILITIES

1. Developed Property

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Developed Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to

an Assessor's Parcel of Developed Property for any Fiscal Year shall be determined pursuant to Tables 1 - 4 below based upon the Zone in which the Assessor's Parcel is located.

TABLE 1
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 1

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	$1,745 per Dwelling Unit
Residential Property	1,801 – 2,000	$1,845 per Dwelling Unit
Residential Property	2,001 – 2,200	$1,945 per Dwelling Unit
Residential Property	2,201 – 2,400	$2,045 per Dwelling Unit
Residential Property	2,401 – 2,600	$2,145 per Dwelling Unit
Residential Property	2,601 – 2,800	$2,245 per Dwelling Unit
Residential Property	Greater than 2,800	$2,345 per Dwelling Unit
Non-Residential Property	N/A	$18,347 per Acre

TABLE 2
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 2

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,801	$1,545 per Dwelling Unit
Residential Property	1,801 – 2,000	$1,645 per Dwelling Unit
Residential Property	2,001 – 2,200	$1,745 per Dwelling Unit
Residential Property	2,201 – 2,400	$1,845 per Dwelling Unit
Residential Property	2,401 – 2,600	$1,945 per Dwelling Unit
Residential Property	2,601 – 2,800	$2,045 per Dwelling Unit
Residential Property	Greater than 2,800	$2,145 per Dwelling Unit
Non-Residential Property	N/A	$16,210 per Acre

TABLE 3
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 3

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	$1,840 per Dwelling Unit
Residential Property	1,401 – 1,600	$1,930 per Dwelling Unit
Residential Property	1,601 – 1,800	$2,020 per Dwelling Unit
Residential Property	1,801 – 2,000	$2,110 per Dwelling Unit
Residential Property	2,001 – 2,200	$2,200 per Dwelling Unit
Residential Property	2,201 – 2,400	$2,290 per Dwelling Unit
Residential Property	Greater than 2,400	$2,380 per Dwelling Unit
Non-Residential Property	N/A	$19,194 per Acre

TABLE 4
ASSIGNED SPECIAL TAX RATES FOR FACILITIES
FOR DEVELOPED PROPERTY WITHIN ZONE 4

Land Use Category	Building Square Footage	Assigned Special Tax
Residential Property	Less than 1,401	$1,640 per Dwelling Unit
Residential Property	1,401 – 1,600	$1,730 per Dwelling Unit
Residential Property	1,601 – 1,800	$1,820 per Dwelling Unit
Residential Property	1,801 – 2,000	$1,910 per Dwelling Unit
Residential Property	2,001 – 2,200	$2,000 per Dwelling Unit
Residential Property	2,201 – 2,400	$2,090 per Dwelling Unit
Residential Property	Greater than 2,400	$2,180 per Dwelling Unit
Non-Residential Property	N/A	$14,991 per Acre

2. **Final Map Property and Undeveloped Property**

Each Fiscal Year, beginning with Fiscal Year 2021-22, each Assessor's Parcel of Final Map Property and Undeveloped Property shall be subject to an Assigned Special Tax. The Assigned Special Tax applicable to an Assessor's Parcel of Final Map Property and Undeveloped Property for any Fiscal Year shall be determined pursuant to the rate per Acre below for the Zone in which the Assessor's Parcel is located:

1. Zone 1 rate per Acre - $18,347
2. Zone 2 rate per Acre - $16,210
3. Zone 3 rate per Acre - $19,194
4. Zone 4 rate per Acre - $14,991

SECTION F
BACKUP SPECIAL TAX FOR FACILITIES

When a Final Map is recorded, the CFD Administrator shall determine which Zone the Final Map area lies within and the Backup Special Tax for a Parcel classified or to be classified as Residential Property within such Final Map shall be determined by multiplying the Undeveloped Property Maximum Special Tax rate per Acre for the applicable Zone by the total Acreage of Taxable Property within such Final Map, excluding the Acreage associated with Non-Residential Property, Public Property and/or Property Owners' Association Property that is not Exempt Property pursuant to Section J and dividing such amount by the number of Parcels within such Final Map classified as either (i) Developed Property or (ii) Final Map Property for which a Building Permit is expected to be issued for Residential Property (i.e., the number of residential lots).

Notwithstanding the forgoing, if Parcels classified or to be classified as Residential Property are subsequently changed or modified by recordation of a lot line adjustment or similar instrument, then the Backup Special Tax shall be recalculated for the area that has been changed or modified using the methodology described in the preceding paragraph.

The Backup Special Tax shall not apply to Non-Residential Property, Public Property, or Property Owners' Association Property.

SECTION G
METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

1. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Facilities on all Taxable Property until the amount of Special Tax for Facilities equals the Special Tax Requirement for Facilities in accordance with the following steps:

Step One: The Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Assigned Special Tax for Facilities rates in the table included in Section E as needed to satisfy the Special Tax Requirement for Facilities.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first step has been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Three: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first two steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property, at up to 100% of the Assigned Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

Step Four: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first three steps have been completed, then for each Assessor's Parcel of Developed Property whose Maximum Special Tax for Facilities is the Backup Special Tax, the Special Tax for Facilities shall be increased Proportionately from the Assigned Special Tax for Facilities up to 100% of the Backup Special Tax for Facilities as needed to satisfy the Special Tax Requirement for Facilities.

Step Five: If additional moneys are needed to satisfy the Special Tax Requirement for Facilities after the first four steps have been completed, the Special Tax for Facilities shall be levied Proportionately on each Assessor's Parcel of Property Owner's Association Property found not to be exempt pursuant to Section K and each Assessor's Parcel of Public Property found not to be exempt pursuant to Section K, at up to 100% of the Maximum Special Tax for Facilities applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Facilities.

2. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services on all Taxable Property until the amount of Special Tax for Maintenance Services equals the Special Tax Requirement for Maintenance Services in accordance with the following steps:

Step One: The Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services as needed to satisfy the Special Tax Requirement for Maintenance Services.

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services after the first step has been completed, the Special Tax for Maintenance Services shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services.

3. Commencing with Fiscal Year 2021-22 and for each subsequent Fiscal Year, the City Council shall levy Special Taxes for Public Services on all Taxable Property until the amount of the Special Tax for Public Services equals the Special Tax Requirement for Public Services in accordance with the following steps:

Step One: The Special Tax for Public Services shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Public Services as needed to satisfy the Special Tax Requirement for Public Services.

4. In the first Fiscal Year that the Special Taxes for Maintenance Services (Contingent) is levied and in any subsequent Fiscal Year, the City Council shall levy Special Taxes for Maintenance Services (Contingent) on all Taxable Property until the amount of Special Tax for Maintenance Services (Contingent) equals the Special Tax Requirement for Maintenance Services (Contingent) in accordance with the following steps:

Step One: The Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax for Maintenance Services (Contingent) as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Step Two: If additional moneys are needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent) after the first step has been completed, the Special Tax for Maintenance Services (Contingent) shall be levied Proportionately on each Assessor's Parcel of Final Map Property, at up to 100% of the Maximum Special Tax for Maintenance Services (Contingent) applicable to each such Assessor's Parcel as needed to satisfy the Special Tax Requirement for Maintenance Services (Contingent).

Under no circumstances will the Special Tax for Facilities, the Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), or the Special Tax for Public Services levied against any Assessor's Parcel used as a private residence be increased as a consequence of delinquency or default by the owner of any other Assessor's Parcel or Parcels within the CFD by more than ten percent (10%) of the Special Tax that would have been levied in that Fiscal Year, had there never been any such delinquencies or defaults, pursuant to California Government Code Section 53321(d), as in effect on the date of formation of CFD No. 2021-1.

SECTION H
PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The following additional definitions apply to this Section H:

"CFD Public Facilities" means $13,460,835 or such lessor amount as determined by the CFD Administrator, expressed in 2021 dollars, which shall increase by the Construction Inflation Index on January 1, 2022, and on each January 1 thereafter, or such lower amount (i) shall be determined by the

City as sufficient to provide the public facilities under the authorized bonding program for CFD No. 2021-1, or (ii) determined by the City Council concurrently with a covenant that it will not issue any more Bonds to be supported by Special Taxes levied under this Rate and Method of Apportionment.

"Construction Fund" means an account specifically identified in the Indenture or functionally equivalent to hold funds, which are currently available for expenditure to acquire or construct public facilities eligible under CFD No. 2021-1.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the city of Los Angeles, measured as of the Calendar Year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Construction Inflation Index shall be another index as determined by the City that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus public facility costs available to be funded through existing construction or escrow accounts that have been funded by the Outstanding Bonds, and minus public facility costs funded by interest earnings on the Construction Fund actually earned prior to the date of prepayment.

"Outstanding Bonds" means all previously issued Bonds issued and secured by the levy of Special Taxes for Facilities which will remain outstanding after the first interest and/or principal payment date following the current Fiscal Year, excluding Bonds to be redeemed at a later date with the proceeds of prior prepayments of Special Taxes for Facilities.

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, an Assessor's Parcel of Final Map Property, Undeveloped Property for which a building permit has been issued, or an Assessor's Parcel of Undeveloped Property may be prepaid in full, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid. The Prepayment Amount for an Assessor's Parcel eligible for prepayment shall be determined as described below.

An owner of an Assessor's Parcel intending to prepay the Special Tax for Facilities obligation shall provide the City with written notice of intent to prepay, and within five (5) days of receipt of such notice, the City shall notify such owner of the amount of the non-refundable deposit determined to cover the cost to be incurred by CFD No. 2021-1 in calculating the proper amount of a prepayment. Within fifteen (15) days of receipt of such non-refundable deposit, the City shall notify such owner of the prepayment amount of such Assessor's Parcel.

The Prepayment Amount for each applicable Assessor's Parcel shall be calculated according to the following formula (capitalized terms defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Future Facilities Amount
plus	Defeasance
plus	Administrative Fee
less	Reserve Fund Credit
equals	**Prepayment Amount**

As of the date of prepayment, the Prepayment Amount shall be calculated as follows:

1. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities applicable to the Assessor's Parcel. For Assessor's Parcels of Final Map Property or Undeveloped Property, compute the Assigned Special Tax for Facilities and the Backup Special Tax for Facilities as though it was already designated as Developed Property based upon the building permit issued or to be issued for that Assessor's Parcel.

2. For each Assessor's Parcel of Developed Property, Final Map Property, or Undeveloped Property to be prepaid, (a) divide the Assigned Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Assigned Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator, and (b) divide the Backup Special Tax for Facilities computed pursuant to paragraph 1 for such Assessor's Parcel by the sum of the estimated Backup Special Tax for Facilities applicable to all Assessor's Parcels of Taxable Property at buildout, as reasonably determined by the CFD Administrator.

3. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the Outstanding Bonds. The product shall be the "Bond Redemption Amount".

4. Multiply the Bond Redemption Amount by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed with the proceeds of the Bond Redemption Amount. This product is the "Redemption Premium."

5. Compute the Future Facilities Cost.

6. Multiply the larger quotient computed pursuant to paragraph 2(a) or 2(b) by the amount determined pursuant to paragraph 5 to determine the Future Facilities Cost to be prepaid (the "Future Facilities Amount"). Notwithstanding the foregoing, the Future Facilities Amount shall in no event be less than 0.

7. Compute the amount needed to pay interest on the Bond Redemption Amount, the Redemption Premium, and the Reserve Fund Credit (see step 11) to be redeemed with the proceeds of the Prepayment Amount until the earliest redemption date for the Outstanding Bonds.

8. Estimate the amount of interest earnings to be derived from the reinvestment of the Bond Redemption Amount plus the Redemption Premium until the earliest call date for the Outstanding Bonds.

9. Subtract the amount computed pursuant to paragraph 8 from the amount computed pursuant to paragraph 7. This difference is the "Defeasance."

10. Estimate the administrative fees and expenses associated with the prepayment, including the costs of computation of the Prepayment Amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption. This amount is the "Administrative Fee."

11. Calculate the "Reserve Fund Credit" as the lesser of: (a) the expected reduction in the

applicable reserve requirements, if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirements in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the applicable reserve funds on the prepayment date. Notwithstanding the foregoing, if the reserve fund requirement is satisfied by a surety bond or other instrument at the time of the prepayment, then no Reserve Fund Credit shall be given. Notwithstanding the foregoing, the Reserve Fund Credit shall in no event be less than 0.

12. The Prepayment Amount is equal to the sum of the Bond Redemption Amount, the Redemption Premium, the Future Facilities Amount, the Defeasance, and the Administrative Fee, less the Reserve Fund Credit.

With respect to a Special Tax for Facilities obligation that is prepaid pursuant to this Section H, the City Council shall indicate in the records of CFD No. 2021-1 that there has been a prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such prepayment to indicate the prepayment of the Special Tax for Facilities obligation and the release of the Special Tax for Facilities lien on such Assessor's Parcel and the obligation of such Assessor's Parcel to pay such Special Taxes for Facilities shall cease.

Notwithstanding the foregoing, no prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION I
PARTIAL PREPAYMENT OF SPECIAL TAX FOR FACILITIES

The Special Tax for Facilities obligation of an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Final Map Property, or Undeveloped Property for which a building permit has been issued and will be classified as Developed Property in the next Fiscal Year, as calculated in this Section I below, may be partially prepaid, provided that there are no delinquent Special Taxes, penalties, or interest charges outstanding with respect to such Assessor's Parcel at the time the Special Tax for Facilities obligation would be prepaid.

The Partial Prepayment Amount shall be calculated according to the following formula:

$$PP = P_H \times F$$

The terms above have the following meanings:
PP = the Partial Prepayment Amount.
P_H = the Prepayment Amount calculated according to Section H.
F = the percent by which the owner of the Assessor's Parcel is partially prepaying the Special Tax for Facilities obligation.

With respect to any Assessor's Parcel that is partially prepaid, the City Council shall indicate in the record of CFD No. 2021-1 that there has been a partial prepayment of the Special Tax for Facilities obligation and shall cause a suitable notice to be recorded in compliance with the Act within thirty (30) days of receipt of such partial prepayment of the Special Tax for Facilities obligation, to indicate the partial prepayment of the Special Tax for Facilities obligation and the partial release of the Special Tax

for Facilities lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay such prepaid portion of the Special Tax for Facilities shall cease.

Notwithstanding the foregoing, no partial prepayment will be allowed unless the amount of Special Tax for Facilities that may be levied on Taxable Property in each future Fiscal Year after such partial prepayment, net of Administrative Expenses, shall be at least 1.1 times the regularly scheduled annual interest and principal payments on all currently Outstanding Bonds in each future Fiscal Year.

SECTION J
TERMINATION OF SPECIAL TAX

For each Fiscal Year that any Bonds are outstanding the Special Tax for Facilities shall be levied on all Assessor's Parcels subject to the Special Tax for Facilities. If any delinquent Special Tax for Facilities remain uncollected prior to or after all Bonds are retired, the Special Tax for Facilities may be levied to the extent necessary to reimburse CFD No. 2021-1 for uncollected Special Taxes for Facilities associated with the levy of such Special Taxes for Facilities, but no later than 2061-62 Fiscal Year. The Special Tax for Maintenance Services, the Special Tax for Maintenance Services (Contingent), and the Special Tax for Public Services shall be levied as long as each is needed to meet the Special Tax Requirement for Maintenance Services, the Special Tax Requirement for Maintenance Services (Contingent), and the Special Tax Requirement for Public Services, respectively, as determined at the sole discretion of the City Council.

SECTION K
EXEMPTIONS

The City shall classify as Exempt Property (i) Assessor's Parcels defined as Public Property, (ii) Assessor's Parcels which are used as places of worship and are exempt from *ad valorem* property taxes because they are owned by a religious organization, (iii) Assessor's Parcels used exclusively by a Property Owner's Association, or (iv) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement. Notwithstanding the above, the City Council shall not classify an Assessor's Parcel as Exempt Property within a Zone if such classification would reduce the sum of the Taxable Property to less than the Minimum Acreage for that Zone, as defined in Section A above. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the Acreage of the Taxable Property to less than the Minimum Acreage per Zone will continue to be classified as Taxable Property, and will continue to be subject to Special Taxes accordingly.

Tax-exempt status will be assigned by the CFD Administrator in chronological order. If an Assessor's Parcel's classification is changed after the initial status is assigned, then its tax-exempt status will be revoked.

SECTION L
APPEALS

Any taxpayer may file a written appeal of the Special Taxes on his/her Assessor's Parcel(s) with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the

CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

(i) amend the Special Tax levy for the current Fiscal Year prior to the payment date;

(ii) require the CFD to reimburse the taxpayer the amount of the overpayment to the extent of the available funds of CFD No. 2021-1; or

(iii) grant a credit against, eliminate or reduce the future Special Taxes levied on the taxpayer's property within CFD No. 2021-1 in the amount of the overpayment provided that the CFD Administrator can certify there are sufficient Special Taxes to pay for the Special Tax Requirements for Facilities.

SECTION M
MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes, provided, however, that CFD No. 2021-1 may collect the Special Tax at a different time or in a different manner if necessary to meet its financial obligations.

SECTION N
INTERPRETATIONS

The City Council may interpret this Rate and Method of Apportionment of Special Tax by ordinance or resolution for purposes of clarifying any vagueness or ambiguity. Any decision of the City Council shall be final and binding as to all persons.

RESOLUTION NO. 2021-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), DETERMINING THE NECESSITY TO INCUR BONDED INDEBTEDNESS WITHIN THE COMMUNITY FACILITIES DISTRICT AND CALLING ELECTIONS THEREIN

Intent of the Parties and Findings

(i) On April 20, 2021, the City Council (the "City Council") of the City of Beaumont, California (the "City") adopted Resolution No. 2021-20 (the "Resolution of Intention") stating its intention to form City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"); and

(ii) On April 20, 2021, the City Council also adopted Resolution No. 2021-21 stating its intention to incur bonded indebtedness within the proposed Community Facilities District in an amount not to exceed $19,500,000 to finance: (1) the purchase, construction, expansion, improvement or rehabilitation of improvements identified in Exhibit B to the Resolution of Intention, including all furnishings, equipment and supplies related thereto and certain development impact fees that are to be used by the City to construct infrastructure (collectively, the "Facilities") and (2) the incidental expenses to be incurred in financing the Facilities and forming and administering the Community Facilities District (the "Incidental Expenses"); and

(iii) Notice was published as required by law relative to the intention of the City Council to form the proposed Community Facilities District and to incur bonded indebtedness for the Community Facilities District; and

(iv) On June 1, 2021, the City Council opened a noticed public hearing to determine whether it should proceed to form the Community Facilities District, issue bonds to pay for the Facilities and Incidental Expenses and to authorize a rate and method of apportionment of a special tax for the Community Facilities District to be levied within the Community Facilities District for the purposes described in the Resolution of Intention; and

(v) At said public hearing all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the levy of a special tax and the issuance of bonds to pay for the cost of the proposed Facilities and Incidental Expenses were heard and a full and fair hearing was held; and

(vi) Subsequent to such hearing the City Council adopted a resolution establishing the Community Facilities District (the "Resolution of Formation"); and

(vii) The City Council desires to make the necessary findings to incur bonded indebtedness for the Community Facilities District, to declare the purpose for said indebtedness, and to authorize the submittal of certain propositions to the voters of the Community Facilities District,

being the owners of land within the Community Facilities District, all as authorized and required by law;

NOW, THEREFORE, the City Council of the City of Beaumont, California, acting for and on behalf of the City and the Community Facilities District, does resolve, declare, determine and order as follows:

SECTION 1. It is necessary to incur bonded indebtedness of the Community Facilities District in one or more series in a maximum aggregate principal amount not to exceed $19,500,000.

SECTION 2. The indebtedness is to be incurred for the purpose of financing the costs of purchasing, constructing, modifying, expanding, improving, or rehabilitating the Facilities, as described in the Resolution of Intention and the Resolution of Formation, financing the Incidental Expenses, and carrying out the powers and purposes of the Community Facilities District, including, but not limited to, financing the costs of selling the bonds, establishing and replenishing bond reserve funds and paying remarketing, credit enhancement and liquidity facility fees (including such fees for instruments which serve as the basis of a reserve fund in lieu of cash), administrative expenses and other expenses of the type authorized by Section 53345.3 of the Act.

SECTION 3. The whole of the property within the Community Facilities District, other than property exempted from the special tax pursuant to the provisions of the rate and method of apportionment attached to the Resolution of Formation as Exhibit B, shall pay for the bonded indebtedness of the Community Facilities District pursuant to the levy of the special tax in the Community Facilities District authorized by the Resolution of Formation.

SECTION 4. The maximum term of the bonds to be issued shall in no event exceed forty (40) years.

SECTION 5. The bonds shall bear interest at the rate or rates not to exceed the maximum interest rate permitted by law, payable annually or semiannually, or in part annually and in part semiannually, except the first interest payment may be for a period of less than six months, with the actual rate or rates and times of payment to be determined at the time or times of sale thereof.

SECTION 6. The bonds may bear a variable or fixed interest rate, provided that such variable rate or the fixed rate shall not exceed the maximum rate permitted by Section 53531 of the California Government Code, or any other applicable provision of law limiting the maximum interest rate on the bonds.

SECTION 7. Pursuant to Section 53351 of the Act, a special election is hereby called for the Community Facilities District on the proposition of incurring the bonded indebtedness for the Community Facilities District. The proposition relative to incurring bonded indebtedness for the Community Facilities District shall be in the form set forth in Exhibit A to the Resolution of Formation. The election in the Community Facilities District on the proposition of incurring bonded indebtedness shall be consolidated with the elections and on the propositions to levy a special tax and to establish an appropriations limit for the Community Facilities District, which propositions shall be in the form set forth in Exhibit A to the Resolution of Formation.

SECTION 8. The date of the consolidated special elections for the Community Facilities District shall be June 1, 2021, or such later date as is consented to by the City Clerk of the City of

Beaumont (the "City Clerk") and the owners of land within the Community Facilities District. The elections shall be conducted by the City Clerk. Except as otherwise provided by the Act, the elections shall be conducted in accordance with the provisions of law regulating elections of the City insofar as such provisions are determined by the City Clerk to be applicable. The City Clerk is authorized to conduct the elections following the adoption of the Resolution of Formation and this resolution; and all ballots shall be received by, and the City Clerk shall close the elections by, 10:00 p.m. on the election day; provided the elections shall be closed at such earlier time as all qualified electors have voted as provided in Section 53326(d) of the Act. It is hereby found that there are no registered voters within the territory of the Community Facilities District and, pursuant to Section 53351(j) of the Act, the ballots for the special elections shall be distributed in person or by mail with return postage prepaid to the landowners of record within the Community Facilities District as of the close of the June 1, 2021 hearing regarding the formation of the Community Facilities District. Each landowner shall have one vote for each acre or portion thereof that he, she or it owns within the Community Facilities District, as provided in Section 53326 of the Act.

SECTION 9. This Resolution shall be effective upon its adoption.

MOVED, PASSED AND ADOPTED this 1st day of June 2021.

_____

Lloyd White, Mayor Pro Tempore

I, Nicole Wheelwright, Deputy City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, by the following vote:

AYES: Santos, Fenn, Martinez, White
NOES:
ABSENT: Lara
ABSTAINED:

ATTEST: _____

Nicole Wheelwright, Deputy City Clerk

RESOLUTION NO. 2021-30

RESOLUTION OF THE CITY COUNCIL, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), CERTIFYING THE RESULTS OF THE JUNE 1, 2021 SPECIAL TAX AND BOND ELECTIONS

Intent of the Parties and Findings

(i) The City Council (the "City Council") of the City of Beaumont, California (the "City"), acting as the legislative body of City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District"), called and duly held elections on June 1, 2021 within the boundaries of the Community Facilities District pursuant to Resolution No. 2021-20 for the purpose of presenting to the qualified electors within the Community Facilities District the propositions which are attached hereto as Exhibit A; and

(ii) There has been presented to the City Council a certificate of the City Clerk canvassing the results of the elections, a copy of which is attached hereto as Exhibit B;

NOW, THEREFORE, the City Council of the City of Beaumont, California, acting for and on behalf of the City and the Community Facilities District, does resolve, declare, determine and order as follows:

SECTION 1. Each of the above recitals is true and correct and is adopted by the legislative body of the Community Facilities District.

SECTION 2. Propositions A, B and C presented to the qualified electors of the Community Facilities District on June 1, 2021 were approved by more than two-thirds of the votes cast at the election held for the Community Facilities District, and each of Propositions A, B and C for the Community Facilities District has carried. The City Council is hereby authorized to levy on the land within the Community Facilities District the special tax described in Proposition B for the purposes described therein and to take the necessary steps to levy the special tax authorized by Proposition B and to issue bonds in an amount not to exceed $19,500,000 as specified in Proposition A.

SECTION 3. The City Clerk is hereby directed to record in the Office of the County Recorder within fifteen days of the date hereof a notice of special tax lien for the Community Facilities District which Bond Counsel to the Community Facilities District shall prepare in the form required by Streets and Highways Code Section 3114.5.

MOVED, PASSED AND ADOPTED this 1st day of June 2021.

Lloyd White, Mayor Pro Tempore

I, Nicole Wheelwright, Deputy City Clerk of the City of Beaumont, do hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, by the following vote:

AYES: Santos, Fenn, Martinez, White
NOES:
ABSENT: Lara
ABSTAINED:

ATTEST:

Nicole Wheelwright, Deputy City Clerk

EXHIBIT A

SAMPLE BALLOT

CITY OF BEAUMONT
COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

SPECIAL TAX AND SPECIAL BOND ELECTION

June 1, 2021

This ballot represents ___ votes.

To vote, write or stamp a cross ("+" or "X") in the voting square after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear or deface this ballot, return it to the City Clerk of the City of Beaumont and obtain another.

PROPOSITION A: Shall City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") incur an indebtedness and issue bonds in the maximum principal amount of $19,500,000, with interest at a rate or rates not to exceed the maximum interest rate permitted by law, to finance the Facilities and the Incidental Expenses described in Resolution No. 2021-20 of the City Council of the City of Beaumont?

YES_____

NO_____

PROPOSITION B: Shall a special tax with a rate and method of apportionment as provided in the Resolution of Formation adopted by the City Council of the City of Beaumont on June 1, 2021 for the Community Facilities District be levied to pay for the Facilities, Incidental Expenses and Services and the principal of and interest on bonds issued to finance the Facilities and Incidental Expenses and the other purposes described in Resolution No. 2021-20?

YES_____

NO_____

PROPOSITION C: For each year commencing with Fiscal Year 2021-22, shall the appropriations limit, as defined by subdivision (h) of Section 8 of Article XIIIB of the California Constitution, for the Community Facilities District be an amount equal to $2,000,000?

YES_____

NO_____

EXHIBIT B

CERTIFICATE OF THE CITY CLERK
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

I, Nicole Wheelwright, Deputy City Clerk of the City of Beaumont, do hereby certify that I have examined the returns of the Special Tax and Bond Election for City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District"). The election was held in the chambers of the City Council at 550 East 6th Street, Beaumont, California, on June 1, 2021. I caused to be delivered a ballot to the authorized representative of each qualified elector within each the Community Facilities District. Three (3) ballots were returned.

I further certify that the results of said elections and the number of votes cast for and against Propositions A, B and C for the Community Facilities District are as follows:

COMMUNITY FACILITIES DISTRICT

PROPOSITION A	PROPOSITION B	PROPOSITION C
YES: 85 votes	YES: 85 votes	YES: 85 votes
NO: 0 votes	NO: 0 votes	NO: 0 votes
TOTAL: 85 votes	TOTAL: 85 votes	TOTAL: 85 votes

Dated this 1st day of June, 2021.

Nicole Wheelwright, Deputy City Clerk
City of Beaumont

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE COMMUNITY FACILITIES DISTRICT

THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Findings.

A. On April 20, 2021, the City Council (the "City Council") of the City of Beaumont (the "City") adopted Resolution No. 2021-20 declaring its intention to form City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) (the "Community Facilities District") pursuant to the Mello Roos Community Facilities Act of 1982, as amended, comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Act"), and adopted Resolution No. 2021-21 declaring its intention to incur bonded indebtedness of the Community Facilities District; and

B. On June 1, 2021, after providing all notice required by the Act, the City Council opened a public hearing required by the Act relative to the formation of the Community Facilities District, the proposed levy of special taxes within the Community Facilities District to finance certain public improvements and services described in Resolution No. 2021-20 and to secure the payment of any bonded indebtedness of the Community Facilities District in an amount not to exceed $19,500,000; and

C. At the public hearing, all persons desiring to be heard on all matters pertaining to the formation of the Community Facilities District, the proposed levy of the special tax within the Community Facilities District to finance the public facilities, incidental expenses and services described in Resolution No. 2021-20 and the proposed issuance of bonded indebtedness of the Community Facilities District were heard and a full and fair hearing was held; and

D. On June 1, 2021, following the close of the public hearing, the City Council adopted a resolution establishing the Community Facilities District (the "Resolution of Formation") and a resolution determining the necessity to incur bonded indebtedness of the Community Facilities District (the "Resolution to Incur Bonded Indebtedness") each of which called a consolidated special election on June 1, 2021 within the Community Facilities District on three propositions relating to the levying of special taxes, the incurring of bonded indebtedness and the establishment of an appropriations limit for the Community Facilities District; and

E. On June 1, 2021, a special election was held within the Community Facilities District at which the qualified electors approved by more than a two thirds vote Propositions A, B and C authorizing the levy of a special tax within the Community Facilities District for the purposes described in the Resolution of Intention and Resolution of Formation and the issuance of bonded

indebtedness for the Community Facilities District as described in the Resolution to Incur Bonded Indebtedness.

Section 2. Ordinance: Authorizing the Levy of a Special Tax within the Community Facilities District.

A. The above recitals are all true and correct.

B. By the passage of this Ordinance, the City Council authorizes the levy of the special taxes within the Community Facilities District at the maximum rates and in accordance with the rates and methods of apportionment set forth in the Resolution of Formation adopted by the City Council on June 1, 2021, which rate and method of apportionment for the Community Facilities District is incorporated by reference herein (the "Rate and Method").

C. The Finance Director of the City is hereby further authorized and directed each fiscal year, on or before August 10 of each year, or such later date as is permitted by law, to determine the specific special tax rates and amounts to be levied for the next ensuing fiscal year for each parcel of real property within the specific special tax rate and amount to be levied on each parcel of land in the Community Facilities District pursuant to the Rate and Method. The special tax rate to be levied pursuant to the Rate and Method shall not exceed the applicable maximum rates set forth therein, but the special taxes may be levied at a lower rate.

D. Properties or entities of the state, federal or other local governments shall be exempt from the special taxes, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act and the Rate and Method. No other properties or entities are exempt from the special taxes unless the properties or entities are expressly exempted in the Resolution of Formation, or in a resolution of consideration to levy a new special tax or special taxes or to alter the rate or method of an existing special tax as provided in Section 53334 of the Act.

E. All of the collections of the special taxes pursuant to the Rate and Method shall be used as provided for in the Act and the Resolution of Formation. The special taxes shall be levied within the Community Facilities District only so long as needed for the purposes described in the Resolution of Formation.

F. The special taxes levied pursuant to the Rate and Method shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for *ad valorem* taxes (which such procedures include the exercise of all rights and remedies permitted by law to make corrections, including, but not limited to, the issuance of amended or supplemental tax bills), as such procedure may be modified by law or by this City Council from time to time.

G. As a cumulative remedy, if any amount levied as a special tax for payment of the interest or principal of any bonded indebtedness of the Community Facilities District, together with any penalties and other charges accruing under this Ordinance, are not paid when due, the City Council may, not later than four years after the due date of the last installment of principal on the bonds issued by the Community Facilities District, order that the same be collected by an action brought in the superior court to foreclose the lien of such special tax.

H. The specific authorization for adoption of this Ordinance is pursuant to the provisions of Section 53340 of the Act.

I. The City Clerk is hereby authorized to transmit a certified copy of this ordinance to the Riverside County Assessor and Treasurer Tax Collector, and to perform all other acts which are required by the Act, this Ordinance or by law in order to accomplish the purpose of this Ordinance.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days from its adoption.

Section 5. Publication. The City Clerk shall certify to the adoption of this Ordinance and cause it, or a summary of it, to be published in a newspaper of general circulation printed and published within the City of Beaumont, pursuant to all legal requirements.

PASSED, APPROVED and ADOPTED this 15th day of June, 2021.

Mike Lara, Mayor

I, Stephen Mehlman, City Clerk of the City of Beaumont, California, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Beaumont held on the 1st day of June, 2021, and was adopted at a regular meeting of the City Council of the City of Beaumont on the 15th day of June, 2021, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Stephen Mehlman, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DISSOLVING IMPROVEMENT AREA NO. 19D OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND ORDERING THE RECORDATION OF A NOTICE OF CESSATION OF SPECIAL TAX LIEN TO IMPROVEMENT AREA NO. 19D

WHEREAS, in 1993, the City Council (the "City Council") of the City of Beaumont (the "City") initiated proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53111 of the California Government Code, to form a community facilities district designated as City of Beaumont Community Facilities District No. 93-1 (the "District"); and

WHEREAS, on August 11, 1993, the City Council adopted Ordinance No. 721 (the "Ordinance of Formation") thereby forming the District; and

WHEREAS, Improvement Area No. 19D of the District ("Improvement Area No. 19D") was formed on November 16, 2004 and annexed into the District pursuant to an Ordinance adopted by the City Council acting as the legislative body of the District (the "Improvement Area Ordinance"); and

WHEREAS, Improvement Area No. 19D was formed for the purpose of financing (a) certain facilities to be owned by the City, (b) certain fees required to be paid to the City to finance public works, drainage, transportation and local facilities ((a) and (b) are collectively, the "Facilities") and (c) certain services to be provided within Improvement Area No. 19D (the "Services"); and

WHEREAS, the Improvement Area Ordinance authorized the levy of special taxes commencing in Fiscal Year 2005-06 in Improvement Area No. 19D to finance the Facilities and Services and/or to pay debt service on bonds authorized to be issued for Improvement Area No. 19D of the District for financing the Facilities; and

WHEREAS, a Notice of Special Tax Lien was recorded on December 15, 2004 as Document No. 2004-0993798 (the "Notice of Special Tax Lien") in the office of the Assessor, County Clerk, and Recorder of the County of Riverside against the property within Improvement Area No. 19D of the District imposing a lien on such property to secure the payment of the special taxes to be levied within Improvement Area No. 19D; and

WHEREAS, no bonds have been issued by the District with respect to Improvement Area No. 19D; and

WHEREAS, SDC Fairway Canyon, LLC and Woodside 05S, LP (collectively, the "Owners"), the current owners of all of the property within Improvement Area No. 19D of the District, have, on behalf of themselves and their respective successors and/or assigns submitted a request to the District (the "Request") in which the Owners:

(a) requested that the City form the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) with boundaries that include all of the area within Improvement Area No. 19D,

(b) requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 19D of the District,

(c) voluntarily and knowingly waived their rights, if any, to have the cost of the Facilities and Services, or any portion thereof, paid on behalf of the Owners or reimbursed to the Owners by the City, the District, or both of them, from the proceeds of bonds or special taxes;

(d) voluntarily and knowingly waived the obligation, if any, of the City, the District, or both of them, to issue bonds or levy special taxes within Improvement Area No. 19D of the District;

(e) voluntarily and knowingly waived any protest, complaint or legal action of any nature whatsoever against the City, the District, or both of them, pertaining to the dissolution of Improvement Area No. 19D of the District and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue bonds or levy special taxes; and

(f) acknowledged and understood that the making of this request to dissolve Improvement Area No. 19D, and the subsequent dissolution of Improvement Area No. 19D, and of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owners or any successor or assign of the Owners as the owner of all property in Improvement Area No. 19D with respect to the Facilities required by the City or any other public agency as a condition of approval of the development of the Owners' property within Improvement Area No. 19D;

NOW, THEREFORE, the City Council of the City of Beaumont does ordain as follows:

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein as if set forth in full.

Section 2. Findings. The City Council acting as the legislative body of the District hereby finds and determines that:

A. No bonds have been issued by the District on behalf of Improvement Area No. 19D and the District is not obligated to pay any outstanding debt on behalf of Improvement Area No. 19D;

B. The Special Tax is no longer needed to pay principal and interest on debt incurred in order to construct facilities under the authority of the Mello-Roos Act, to pay the costs and incidental expenses of services or to pay the costs of the Services, and, based on the Request, is no longer needed to pay for the construction of facilities or the financing of Services authorized by the Mello-Roos Act; and

C. Accordingly, the Special Tax shall cease to be levied within Improvement Area No. 19D and the District has no authorization to levy any special tax on behalf of Improvement Area No. 19D.

Section 3. Dissolution.

A. The City Council hereby dissolves Improvement Area No. 19D of the District pursuant to Government Code Section 53338.5.

B. The City Council hereby orders the City Clerk to file or cause the filing of Notice of Cessation of Special Tax pursuant to Government Code Section 53330.5, which shall also be considered an addendum to the Notice of Special Tax Lien pursuant to Government Code Section 53338.5, which Notice of Cessation of Special Tax shall state that the obligation to pay the special tax has ceased and that the lien imposed by the Notice of Special Tax Lien recorded as Document No. 2004-0993798 in the records of the office of the Assessor, County Clerk, and the Recorder of County of Riverside, State of California, is extinguished and that Improvement Area No. 19D and all associated liens have been dissolved, and shall additionally identify that the boundary map of the District has been recorded in the County of Riverside, book 58, page 14 of the Book of Maps of Assessments and Community Facilities Districts.

C. The Improvement Area Ordinance is hereby amended to repeal the authority of the District to levy special taxes within Improvement Area No. 19D of the District. The Improvement Area Ordinance shall otherwise remain unchanged. Nothing herein shall affect the authorization to levy special taxes within the other Improvement Areas of the District.

Section 4. Effective Date. This Ordinance shall become effective (30) days from and after its adoption.

Section 5. Severability. If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 6. Adoption. The City Clerk shall certify to the adoption of this Ordinance, publish a summary of this Ordinance and post a certified copy of the full Ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed Ordinance; and within fifteen (15) days after the adoption of the Ordinance, the City Clerk shall publish a summary of the Ordinance with the names of the council members voting for and against the Ordinance.

ADOPTED by the City Council, signed by the Mayor, and attested by the City Clerk on the 15th day of June, 2021.

Mike Lara, Mayor

ATTEST:

Stephen Mehlman, City Clerk

I, Stephen Mehlman, City Clerk of the City of Beaumont, California, do hereby certify under penalty of perjury that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 1st day of June, 2021 and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 15th day of June, 2021, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Beaumont, California, this 15th day of June, 2021.

Stephen Mehlman, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DISSOLVING IMPROVEMENT AREA NO. 19F OF CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 93-1 AND ORDERING THE RECORDATION OF A NOTICE OF CESSATION OF SPECIAL TAX LIEN TO IMPROVEMENT AREA NO. 19F

WHEREAS, in 1993, the City Council (the "City Council") of the City of Beaumont (the "City") initiated proceedings pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53111 of the California Government Code, to form a community facilities district designated as City of Beaumont Community Facilities District No. 93-1 (the "District"); and

WHEREAS, on August 11, 1993, the City Council adopted Ordinance No. 721 (the "Ordinance of Formation") thereby forming the District; and

WHEREAS, Improvement Area No. 19F of the District ("Improvement Area No. 19F") was formed on November 16, 2004 and annexed into the District pursuant to an Ordinance adopted by the City Council acting as the legislative body of the District (the "Improvement Area Ordinance"); and

WHEREAS, Improvement Area No. 19F was formed for the purpose of financing (a) certain facilities to be owned by the City, (b) certain fees required to be paid to the City to finance public works, drainage, transportation and local facilities ((a) and (b) are collectively, the "Facilities") and (c) certain services to be provided within Improvement Area No. 19F (the "Services"); and

WHEREAS, the Improvement Area Ordinance authorized the levy of special taxes commencing in Fiscal Year 2005-06 in Improvement Area No. 19F to finance the Facilities and Services and/or to pay debt service on bonds authorized to be issued for Improvement Area No. 19F of the District for financing the Facilities; and

WHEREAS, a Notice of Special Tax Lien was recorded on December 15, 2004 as Document No. 2004-0993800 (the "Notice of Special Tax Lien") in the office of the Assessor, County Clerk, and Recorder of the County of Riverside against the property within Improvement Area No. 19F of the District imposing a lien on such property to secure the payment of the special taxes to be levied within Improvement Area No. 19F; and

WHEREAS, no bonds have been issued by the District with respect to Improvement Area No. 19F; and

WHEREAS, SDC Fairway Canyon, LLC and D.R. Horton Los Angeles Holding Company, Inc. (collectively, the "Owners"), the current owners of all of the property within Improvement Area No. 19F of the District, have, on behalf of themselves and their respective successors and/or assigns submitted a request to the District (the "Request") in which the Owners:

(a) requested that the City form the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) with boundaries that include a portion of the area within Improvement Area No. 19F,

(b) requested that the City Council undertake proceedings pursuant to the Mello-Roos Act to dissolve Improvement Area No. 19F of the District,

(c) voluntarily and knowingly waived their rights, if any, to have the cost of the Facilities and Services, or any portion thereof, paid on behalf of the Owners or reimbursed to the Owners by the City, the District, or both of them, from the proceeds of bonds or special taxes;

(d) voluntarily and knowingly waived the obligation, if any, of the City, the District, or both of them, to issue bonds or levy special taxes within Improvement Area No. 19F of the District;

(e) voluntarily and knowingly waived any protest, complaint or legal action of any nature whatsoever against the City, the District, or both of them, pertaining to the dissolution of Improvement Area No. 19F of the District and any liens established by the recordation of the Notice of Special Tax Lien, the failure to issue bonds or levy special taxes; and

(f) acknowledged and understood that the making of this request to dissolve Improvement Area No. 19F, and the subsequent dissolution of Improvement Area No. 19F, and of any liens established by the recordation of the Notice of Special Tax Lien, does not in any way whatsoever absolve, terminate, extinguish, reduce or otherwise modify the obligation of the Owners or any successor or assign of the Owners as the owner of all property in Improvement Area No. 19F with respect to the Facilities required by the City or any other public agency as a condition of approval of the development of the Owners' property within Improvement Area No. 19F;

NOW, THEREFORE, the City Council of the City of Beaumont does ordain as follows:

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein as if set forth in full.

Section 2. Findings. The City Council acting as the legislative body of the District hereby finds and determines that:

A. No bonds have been issued by the District on behalf of Improvement Area No. 19F and the District is not obligated to pay any outstanding debt on behalf of Improvement Area No. 19F;

B. The Special Tax is no longer needed to pay principal and interest on debt incurred in order to construct facilities under the authority of the Mello-Roos Act, to pay the costs and incidental expenses of services or to pay the costs of the Services, and, based on the Request, is no longer needed to pay for the construction of facilities or the financing of Services authorized by the Mello-Roos Act; and

C. Accordingly, the Special Tax shall cease to be levied within Improvement Area No. 19F and the District has no authorization to levy any special tax on behalf of Improvement Area No. 19F.

Section 3. Dissolution.

A. The City Council hereby dissolves Improvement Area No. 19F of the District pursuant to Government Code Section 53338.5.

B. The City Council hereby orders the City Clerk to file or cause the filing of Notice of Cessation of Special Tax pursuant to Government Code Section 53330.5, which shall also be considered an addendum to the Notice of Special Tax Lien pursuant to Government Code Section 53338.5, which Notice of Cessation of Special Tax shall state that the obligation to pay the special tax has ceased and that the lien imposed by the Notice of Special Tax Lien recorded as Document No. 2004-0993800 in the records of the office of the Assessor, County Clerk, and the Recorder of County of Riverside, State of California, is extinguished and that Improvement Area No. 19F and all associated liens have been dissolved, and shall additionally identify that the boundary map of the District has been recorded in the County of Riverside, book 58, page 14 of the Book of Maps of Assessments and Community Facilities Districts.

C. The Improvement Area Ordinance is hereby amended to repeal the authority of the District to levy special taxes within Improvement Area No. 19F of the District. The Improvement Area Ordinance shall otherwise remain unchanged. Nothing herein shall affect the authorization to levy special taxes within the other Improvement Areas of the District.

Section 4. Effective Date. This Ordinance shall become effective (30) days from and after its adoption.

Section 5. Severability. If any part of this Ordinance is held invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 6. Adoption. The City Clerk shall certify to the adoption of this Ordinance, publish a summary of this Ordinance and post a certified copy of the full Ordinance in the office of the City Clerk at least five (5) days prior to the adoption of the proposed Ordinance; and within fifteen (15) days after the adoption of the Ordinance, the City Clerk shall publish a summary of the Ordinance with the names of the council members voting for and against the Ordinance.

ADOPTED by the City Council, signed by the Mayor, and attested by the City Clerk on the 15th day of June, 2021.

Mike Lara, Mayor

ATTEST:

Stephen Mehlman, City Clerk

I, Stephen Mehlman, City Clerk of the City of Beaumont, California, do hereby certify under penalty of perjury that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the 1st day of June, 2021 and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the 15th day of June, 2021, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Beaumont, California, this 15th day of June, 2021.

Stephen Mehlman, City Clerk

ACQUISITION AGREEMENT

by and among

CITY OF BEAUMONT,

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

and

SDC FAIRWAY CANYON, LLC

Dated as of June 1, 2021

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List of Exhibits

Exhibit A: Description of Authorized Facilities and Discrete Components Eligible for Acquisition from the Owner A-1
Exhibit B: Form of Payment Request (Facilities) B-1
Exhibit C: City CFD Policies C-1

THIS ACQUISITION AGREEMENT (the "Acquisition Agreement"), dated as of June 1, 2021, is by and among the CITY OF BEAUMONT, a general law city (the "City"), the CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON), a community facilities district created pursuant to the Act (defined herein) (the "District"), and SDC FAIRWAY CANYON, LLC, a Delaware limited liability company (the "Owner").

RECITALS

A. **The Prior District and Improvement Areas**. Previously, the City formed Community Facilities District No. 93-1 ("**CFD No. 93-1**") and designated, among other areas, Improvement Area 19D and Improvement Area 19F (each an "**Improvement Area**") to fund the construction, acquisition and installation of various facilities (the "**Authorized Facilities**") specified in said proceedings. Previous to this Acquisition Agreement, the City also formed Community Facilities District No. 2016-1 ("**CFD No. 2016-1**") and issued Bonds ("**Prior Bond Proceeds**") with respect thereto to finance a part of the costs of the Authorized Facilities.

B. **The District**. The City Council of the City has established the District under the Act for the financing of, among other things, the acquisition, construction and installation of public facilities identified in the proceedings to form the District therein, which include (i) the Authorized Facilities not financed by CFD No. 93-1 or CFD No. 2016-1, and (ii) the facilities listed in Exhibit A hereto (collectively, the "Facilities").

C. **The Development**. The land within the District is currently expected to be developed with 529 dwelling units as part of a master-planned community commonly known as "Fairway Canyon," which is described as Tract 31462-21, lots 1 through 167; Tract 31462-22, lots 1 through 101; Tract 37696, lots 1 through 62; Tract 37697, lots 1 through 73; and Tract 37698, lots 1 through 126.

D. **The Facilities**. As part of the District formation proceedings, the Facilities were authorized to be acquired by the District, and the District proceedings contemplated that acquisition agreements would be entered into from time to time to describe the terms of such acquisition. The Facilities are within or serve the City and the City and the Owner will benefit from a coordinated plan of design, engineering and construction of the Facilities and the development of the land within the District. The facilities that are eligible for acquisition by the City from the Owner under this Acquisition Agreement are only the Facilities listed in Exhibit A hereto, as such Exhibit may be amended and/or supplemented by any Supplement approved by the City and Owner. As indicated in Exhibit A, a portion of the Facilities have already been financed with Prior Bond Proceeds.

E. **The Financing**. In order to, among other things, implement provisions of the Development Agreement, as defined below, the Owner, the District and the City wish to enter into this Acquisition Agreement to finance the acquisition of the Facilities, as defined below, and provide for the payment of the Facilities and Discrete Components thereof as shown in Exhibit A hereto (as it may be amended and supplemented by any Supplement).

F. **The Bonds**. The District may proceed with the authorization and issuance of the Bonds in one or more series under the Act and the Indenture, the proceeds of which Bonds shall be used, in part, to finance the Facilities.

G. **No Advantage to City Construction**. The City, by its approval of this Acquisition Agreement, has determined that it will obtain no advantage from undertaking the construction by the

City directly of the Facilities and that the provisions of this Acquisition Agreement require that the Facilities constructed by the Owner and acquired with the funds in the Improvement Fund, as defined below, be constructed as if they had been constructed under the direction and supervision of the City. The Owner hereby represents that it has experience in the supervision of the construction of improvements of the character of the Facilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the District and the Owner agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings ascribed to them in this Section 1.1 for purposes of this Acquisition Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"Acceptable Title" means title to land or interest therein, in form acceptable to the Director, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the Director as not interfering with the actual or intended use of the land or interest therein. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute land with an "Acceptable Title" if: (i) such offer is necessary to satisfy a condition to a tentative or final parcel map, (ii) such offer is in a form acceptable to the Director, (iii) the Director has no reason to believe that such offer of dedication will not be accepted by the applicable public agency, and (iv) the Owner commits in writing not to allow any liens to be imposed on such property prior to its acceptance.

"Acceptance Date" means the date the City Council (or other public entity which is to own a Facility) takes final action to accept dedication of or transfer of title to a Facility.

"Acquisition Agreement" means this Acquisition Agreement, together with any Supplement hereto.

"Act" means the Mello-Roos Community Facilities Act of 1982, Section 53311 et seq. of the California Government Code, as amended.

"Actual Cost" means the substantiated cost of a Facility or a Discrete Component, which costs may include: (i) the costs incurred for the construction of such Facility or Discrete Component, (ii) the costs incurred in preparing the Plans for such Facility or Discrete Component and the related costs of environmental evaluations of the Facility or Discrete Component, (iii) the fees paid to governmental agencies or utilities for obtaining permits, licenses or other governmental approvals for such Facility or Discrete Component, (iv) professional costs incurred that are associated with such Facility or Discrete Component, such as construction management and supervision (not to exceed 15% of the costs in (i) above), engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; and (v) the costs directly related to the construction and/or acquisition of a Facility or Discrete Component, such as costs of payment, performance and/or

maintenance bonds, and insurance costs (including costs of any title insurance required hereunder) (but excluding the cost of real property unless paid to unrelated third parties).

"Affiliate" means any entity with respect to which fifty percent (50%) or more of the ownership or voting power is held individually or collectively by any of the Owner and any other entity owned, controlled or under common ownership or control by or with, as applicable, the Owner, and includes all general partners of any entity which is a partnership. Control shall mean ownership of fifty percent (50%) or more of the voting power of or ownership interest in the respective entity.

"Bonds" means the bonds to be issued by the District pursuant to the Act in one or more series.

"City" means the City of Beaumont, a general law city.

"Conditions of Approval" means, with respect to any portion of the property within the District, the conditions of approval of all land use entitlements approved by the City and the conditions of any Development Agreement, subdivision improvement agreement or other agreement between the Owner and the City relating to such property which conditions must be satisfied in order to develop such property.

"County" means the County of Riverside, California.

"Development Agreement" means the Development Agreement between the City of Beaumont and LB/L-SunCal Oak Valley LLC, recorded as Instrument No. 2003-977700 in the Riverside County Recorder's Office on December 5, 2003, as assigned to the Owner.

"Director" means the Director of Public Works of the City, or his or her written designee acting as such under this Acquisition Agreement.

"Discrete Component" means a component of a Facility that the Director has agreed can be separately identified, inspected and completed, and be the subject of a Payment Request hereunder. The Discrete Components are described in Exhibit A hereto.

"District" means the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon), created by the City under the Act.

"Facilities" means the facilities described in Exhibit A hereto which are to be acquired with the proceeds of the Special Taxes and Bonds.

"Financing Policies" means the City of Beaumont's Goals and Policies for Community Facilities Districts, as adopted May 8, 1995 by Resolution No. 1995-23, attached hereto as Exhibit C.

"Improvement Fund" means, (a) prior to the initial issuance of Bonds, the fund or account established by the City for the District, howsoever denominated, into which Net Proceeds of the Special Taxes are to be deposited, and (b) from and after the initial issuance of Bonds, the fund or account established under the Indenture for such Bonds, howsoever denominated, into which Net Proceeds of Bonds and Special Taxes are to be deposited.

"Indenture" means the bond indenture or similar document between the City and the Trustee for the District, providing for, among other matters, the issuance of the Bonds and the establishment of the Improvement Fund, as it may be amended from time to time.

"Net Proceeds" means (a) with respect to Special Taxes, the proceeds of such Special Taxes received prior to the initial issuance of Bonds and remaining after the payment or setting aside of, or provision for, administrative expenses of the District, and (b) with respect to Bonds, the proceeds of such Bonds remaining after the payment or setting aside of, or provisions for (i) the underwriter's discount for such Bonds, (ii) the costs of issuance of such Bonds, including the costs of authorizing the Special Taxes and Bonds of the District incurred by the City and Owner, (iii) any required reserve fund deposit for such Bonds, (iv) capitalized interest on such Bonds, and (v) pre funded administrative expenses of the District.

"Owner" means SDC Fairway Canyon, LLC, a Delaware limited liability company, and its successors or assigns to the extent permitted under Section 8.7 hereof.

"Payment Request" means a document, substantially in the form of Exhibit B hereto, to be used by the Owner in requesting payment of a Purchase Price.

"Plans" means the plans, specifications, schedules and related construction contracts for the Facilities and/or any Discrete Components thereof approved pursuant to the applicable standards of the City.

"Purchase Price" means the amount paid by the District for a Facility and/or any Discrete Components thereof determined in accordance with Article III hereof, being an amount equal to the Actual Cost of such Facility or Discrete Component, but subject to the limitations and reductions provided for in Article III. To the extent that the Owner has already received partial payment for a Facility or Discrete Component thereof from Prior Bond Proceeds, the Purchase Price for such Facility or Discrete Component thereof shall only include the remaining amount to be paid.

"Rate and Method" means the rate and method of apportionment of the Special Taxes of the District approved by the qualified electors of the District.

"Special Taxes" means the special taxes for facilities in the District levied in accordance with the Rate and Method.

"Supplement" means a written document amending, supplementing or otherwise modifying this Acquisition Agreement and any exhibit hereto, including any amendments to the list of Discrete Components in Exhibit A, and/or the addition to Exhibit A of additional Facilities (and Discrete Components) to be financed with the proceeds of the Bonds deposited in the Improvement Fund eligible to be financed by the District.

"Trustee" means a financial institution in its capacity as trustee or fiscal agent under the Indenture, or any successor thereto acting as trustee or fiscal agent under the Indenture.

ARTICLE II

FUNDING

Section 2.1 Issuance of Bonds. Upon the written request of the Owner or City, the Owner and the City staff shall meet regarding the amount, timing and other material aspects of each series of the Bonds. The legal proceedings for the issuance of the Bonds and the series, principal amounts, rates, terms, conditions and timing of the sale of the Bonds shall be in all respects be solely determined by

the City Council of the City, acting as the governing body of the District, in accordance with this Acquisition Agreement; provided that, subject to satisfaction of the applicable Financing Policies, sound municipal financing practices and the requirements of this Acquisition Agreement, as soon as possible following the execution of this Acquisition Agreement the City shall use commercially reasonable efforts to cause the District to issue and sell the Bonds in an amount sufficient to fund the Facilities. For purposes of sizing each series of Bonds, the priority annual administrative expense shall be $30,000 for the District.

Prior to the Bonds being issued for the District, the Owner will be required to provide all information regarding the development of its property within the District, including the financing plan for such development, which is necessary to ensure that the official statement for such Bonds complies with the requirements of all applicable federal and state securities laws, including without limitation Rule l5c2-12 and Rule 10(b)-5 of the Securities and Exchange Commission (the "Commission"). Moreover, each property owner which is responsible for twenty percent (20%) or more of the maximum special tax within the District at the time each series of Bonds are issued (each a "Major Landowner") will be required to enter into a continuing disclosure agreement to provide such continuing disclosure pertaining to the development of the land owned by such Major Landowner in the District as necessary to assist the underwriter of the series of Bonds in complying with the continuing disclosure requirements of Rule 15c2-12 of the Commission and/or in marketing the Bonds. Each Major Landowner shall be required to execute a certificate in connection with each public sale of Bonds pursuant to which the Major Landowner shall indemnify and hold harmless City from claims arising from, or based upon, any untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact in the above-referenced information.

Section 2.2 Special Taxes and Bonds. Prior to the issuance of the first series of Bonds for the District, the "Assigned Special Tax" has been and shall continue to be levied in each fiscal year on parcels classified as "Developed Property" pursuant to and as defined in the Rate and Method. The Net Proceeds of such Special Taxes have been and shall continue to be deposited in the Improvement Fund. In addition, the proceeds of each full or partial prepayment of Special Taxes attributable to eligible facilities prior to the issuance of Bonds shall be deposited in the Improvement Fund. The City, the District and the Owner are entering into this Acquisition Agreement and authorized the levy of the Special Taxes for the purpose of creating and allocating certain streams of revenues that are or will be available to pay directly or reimburse the costs of acquisition and construction of the Facilities and to pay debt service on Bonds and other indebtedness of the District. The District hereby irrevocably pledges the Net Proceeds of Special Taxes to the Owner for the reimbursement of costs of the Facilities, subordinate only to the payment of debt service on Bonds issued to fund such costs. Following the issuance of the Bonds, the District shall have no obligation to levy Special Taxes to pay directly for the costs of reimbursing or paying the Owner for the Facilities. The Owner, the City and the District hereby acknowledge and agree that any reduction or termination of the Special Taxes by exercise of the initiative power or the exercise of discretion of the City or the District would constitute a substantial impairment of revenue stream of Special Taxes that the Owner, the City and the District intend to create for the purpose of providing an assured source of funding for such costs.

Section 2.3 Net Proceeds. The proceeds of the Bonds shall be deposited, held, invested, reinvested and disbursed as provided in the Indenture. The Net Proceeds of the Bonds will be set aside under the Indenture in the Improvement Fund. Moneys in the Improvement Fund shall be withdrawn therefrom in accordance with the provisions of the Indenture and the applicable provisions hereof for payment of all or a portion of the costs of construction and/or acquisition of the Facilities (including

payment of the Purchase Price of Discrete Components thereof) all as herein provided. Funds in the Improvement Fund shall be reserved and disbursed in accordance with this Acquisition Agreement.

The Owner acknowledges that any lack of availability of amounts in the Improvement Fund to pay the Purchase Price of Facilities or any Discrete Components thereof shall in no way diminish any obligation of the Owner with respect to the construction of or contributions for public facilities and mitigation measures required by the Conditions of Approval or any subdivision, development or other agreement to which the Owner is a party, or any governmental approval to which the Owner or any land within the District are subject.

Section 2.4 Funding Facilities in Other Fairway Canyon Districts. Any Facilities that are not funded by the proceeds of Bonds and Special Taxes in the District may be funded by bonds and special taxes of another existing or to-be-formed community facilities district under the Act for the Fairway Canyon project (an "**Other Fairway Canyon District**"). To the extent that the Purchase Price of a Facility is not fully paid by this District, the unpaid Purchase Price of a Facility may be paid by sources available in an Other Fairway Canyon District.

Section 2.5 Disclosure of Special Tax. If requested in writing by the City, copies of the executed "Notice of Special Tax" required by California Government Code Section 53341.5 provided to the purchaser of real property within the District shall be provided to the City Director of Finance. The Director of Finance's receipt of such "Notice of Special Tax" shall not be construed as City or District approval of the form of Notice or in any way make the City or District liable for deficiencies in such "Notice of Special Tax." Owner agrees to retain copies of the Notice of Special Tax it has provided to homebuyers within the District for a period of three (3) years and to provide them to the City upon City's written request.

ARTICLE III

CONSTRUCTION AND ACQUISITION OF FACILITIES

Section 3.1 Duty of Owner to Construct. All Facilities and Discrete Components thereof to be acquired hereunder shall have been constructed at the direction of the Owner in accordance with the approved Plans following the solicitation of competitive bids. The Owner shall have employed at all times adequate staff or consultants with the requisite experience necessary to bid, administer and coordinate all work related to the design, engineering, acquisition, construction and installation of the Facilities to be acquired by the City from the Owner hereunder.

Section 3.2 Inspection. No payment hereunder shall be made by the City to the Owner for a Facility or Discrete Component thereof until the Facility or Discrete Component thereof has been inspected and found to be completed in accordance with the Plans by the City or other applicable public entity or utility. However, due to the age of some of the Facilities it is understood that normal wear and tear and aging may have occurred which shall not be a basis for denial. The City shall make or cause to be made periodic site inspections of the Facilities or Discrete Components to be acquired hereunder on a timely basis; provided that in no event shall the City incur any liability for any delay in the inspection of any Facilities or Discrete Components. For Facilities to be acquired by other public entities or utilities, the Owner shall be responsible for obtaining such inspections and providing written evidence thereof to the Director. The Owner agrees to pay all inspection, permit and other similar fees of the City applicable to construction of the Facilities.

Section 3.3 Agreement to Sell and Acquire Facilities. The Owner hereby agrees to sell the Facilities and Discrete Components listed in Exhibit A hereto to the City or an applicable utility and the City hereby agrees to use amounts in the Improvement Fund to pay the Purchase Price of each of such Facilities and Discrete Components to the Owner, subject to the terms and conditions hereof. The City shall not be obligated to acquire any Facility or Discrete Component until the Facility or Discrete Component is completed and the Acceptance Date for such Facility (or the final Discrete Component) has occurred; provided that the City has agreed hereunder to make payments to the Owner for certain Discrete Components of Facilities as shown in Exhibit A hereto prior to the Acceptance Date. The Owner acknowledges that the Discrete Components have been identified for payment purposes only, and that the City shall not accept a Facility of which a Discrete Component is a part until the entire Facility has been completed. The City acknowledges that the Discrete Components do not have to be accepted by the City as a condition precedent to the payment of the Purchase Price therefor, but any such payment shall not be made until the Discrete Component has been completed in accordance with the Plans therefor, as determined by the Director. In any event, the City shall not be obligated to pay the Purchase Price for any Facility or Discrete Component except from the moneys in the Improvement Fund (subject to Section 2.4).

Section 3.4 Payment Requests. In order to receive the Purchase Price for a completed Facility or Discrete Component, inspection thereof under Section 3.2 shall have been made and the Owner shall deliver to the Director: (i) a Payment Request in the form of Exhibit B hereto for such Facility or Discrete Component, together with all attachments and exhibits required by Exhibit B and this Section 3.4 to be included therewith (including, but not limited to Attachments 1 and 2 to Exhibit B), and (ii) if payment is requested for a completed Facility, (a) if the property on which the Facility is located is not owned by the City at the time of the request, a copy of the recorded documents conveying to the City Acceptable Title to the real property on, in or over which such Facility is located, as described in Section 4.1 hereof, (b) to the extent paid for with the proceeds of the Bonds, an assignment to the District of any reimbursements that may be payable with respect to the Facility, such as public or private utility reimbursements, and (c) an assignment of warranties and guaranties for such Facility, as described in Section 4.5 hereof, in a form acceptable to the City.

Upon receipt of a Payment Request (and all accompanying documentation), the Director shall conduct a review in order to confirm that such request is complete, that such Discrete Component or Facility identified therein was constructed in accordance with the Plans therefor, and to verify and approve the Actual Cost of such Discrete Component or Facility specified in such Payment Request. The Director shall also conduct such review as is required in his discretion to confirm the matters certified in the Payment Request. The Owner agrees to cooperate with the Director in conducting each such review and to provide the Director with such additional information and documentation as is reasonably necessary for the Director to conclude each such review. For any Facilities to be acquired by another public entity or utility, the Owner shall provide evidence acceptable to the Director that such Facilities are acceptable to such entity or utility. Within fifteen (15) business days of receipt of any Payment Request, the Director expects to review the request for completeness and notify the Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Director 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. However, the Facilities documentation will be delivered by Owner to City in large quantities which may be beyond the ability of City to process, in accordance with the forgoing timeframes. At the request of City or Owner, City may engage an outside contractor to review and process the Facilities documentation on behalf of the City the cost of which shall be borne by Owner subject to a written agreement executed by City and Owner. If a Payment Request seeking reimbursement for more than

one Facility or Discrete Component is denied, the Director shall state whether the Payment Request is nevertheless approved and complete for any one or more Facilities or Discrete Components and any such Facilities or Discrete Components shall be processed for payment under Section 3.5 notwithstanding such partial denial. The City's and District's Costs associated with the acquisition of Facilities and processing of Payment Requests shall be reimbursed from the Improvement Fund or from amounts advanced by the Owner to the extent insufficient funds are on deposit in the Improvement Fund, which advances may be later reimbursed to the Owner out of the Improvement Fund.

Section 3.5 Payment. Upon approval of the Payment Request by the Director, the Director shall sign the Payment Request and forward the same to the City Director of Finance. Upon receipt of the reviewed and fully signed Payment Request, the City Director of Finance shall, within the then current City financial accounting payment cycle but in any event within fifteen (15) business days of receipt of the approved Payment Request, cause the same to be paid by the Trustee under the applicable provisions of the Indenture, to the extent of funds then on deposit in the Improvement Fund. Any approved Payment Request not paid due to an insufficiency of funds in the Improvement Fund, shall be paid promptly following the deposit into the Improvement Fund of proceeds of any investment earnings or other amounts transferred to the Improvement Fund under the terms of the Indenture.

Subject to Section 2.4, the Purchase Price paid hereunder for any Facility or Discrete Component shall constitute payment in full for such Facility or Discrete Component, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of such Facility or Discrete Component, as specified in the Plans.

The City shall withhold payment for any Discrete Component or Facility constructed on land not already owned by the City or other public entity, until Acceptable Title to such land is conveyed to the City or other public entity that will own the respective Facility, as described in Article IV hereof.

The City shall be entitled to withhold any payment hereunder for a Facility or Discrete Component that is the subject of a Payment Request until it is satisfied that any and all claims for labor and materials have been paid by the Owner for the Facility or Discrete Component that is the subject of a Payment Request, or conditional lien releases (and/or unconditional lien releases) have been provided by the Owner for such Facility or Discrete Component. 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 Director to assure payment of such claims.

The City shall be entitled to withhold payment for any Facility (or final Discrete Component) hereunder to be owned by the City until: (i) the Director determines that the Facility is ready for its intended use, and (ii) the Acceptance Date for the Facility has occurred and the requirements of Section 4.1, if applicable to such Facility, have been satisfied. The City hereby agrees that the Owner shall have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify it for any losses sustained by the City because of any liens that may exist at the time of acceptance of such a Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director. The City shall be entitled to withhold payment for any Facility (or the final Discrete Component of any such Facility) to be owned by other governmental entities, until the Owner provides the Director with evidence that the governmental entity has accepted dedication of and/or title to the Facility. If the Director determines that a Facility is not ready for intended use under (i) above,

the Director shall so notify the Owner as soon as reasonably practicable in writing specifying the reason(s) therefor.

Nothing in this Acquisition Agreement shall be deemed to prohibit the Owner from contesting in good faith the validity or amount of any mechanics or materialman's lien nor limit the remedies available to the Owner with respect thereto so long as such delay in performance shall not subject the Facilities or any Discrete Component thereof to foreclosure, forfeiture or sale. In the event that any such lien is contested, the Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien sufficient to cause the release or such lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director.

Subject to the last paragraph of this Section 3.5, the City shall withhold in the Improvement Fund an amount equal to ten percent (10%) of the Purchase Price of each Discrete Component to be paid hereunder other than the final Discrete Component of any Facility. Any such retention will be released to the Owner upon final completion and acceptance of the related Facility.

Notwithstanding the foregoing, the Owner shall be entitled to payment of any such retention upon the completion and acceptance of a Discrete Component, if securities meeting the requirements of the California Public Contracts Code are deposited in lieu thereof. Payment of any retention shall also be contingent upon the availability of monies in the Improvement Fund therefore. No retention shall apply if the Owner proves to the Director's satisfaction that the Owner's contracts for the Discrete Components provide for the same retention as herein provided, so that the Purchase Price paid for the Discrete Component is at all times net of the required retention.

Section 3.6 Defective or Nonconforming Work. If any of the work done or materials furnished for a Facility or Discrete Component are found by the Director to be defective or not in accordance with the applicable Plans: (i) and such finding is made prior to payment for the Purchase Price of such Facility or Discrete Component hereunder, the City may withhold payment therefor until such defect or nonconformance is corrected to the satisfaction of the Director, or (ii) and such finding is made after payment of the Purchase Price of such Facility or Discrete Component, the City and the Owner shall act in accordance with the City's standard specification for public works construction.

ARTICLE IV

OWNERSHIP AND TRANSFER OF FACILITIES

Section 4.1 Facilities to be Owned by the City; Conveyance of Land and Easements to City. Acceptable Title to all property on, in or over which each Facility to be acquired by the City will be located, shall be deeded over to the City by way of grant deed, or dedication of such property, or easement thereon, if such conveyance of interest is approved by the City as being a sufficient interest therein to permit the City to properly own, operate and maintain such Facility located therein, thereon or thereover, and to permit the Owner to perform its obligations as set forth in this Acquisition Agreement. The Owner agrees to assist the City in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of title to land shall be accomplished prior to the payment of the Purchase Price for a Facility (or the last Discrete Component thereof) and shall be evidenced by recordation of the acceptance thereof by the City Council or the designee thereof.

Section 4.2 Facilities to be Owned by the City; Title Evidence. The Owner shall furnish to the City a preliminary title report for land with respect to Facilities to be acquired by the City and not previously dedicated or otherwise conveyed to the City, for review and approval at least thirty (30) business days prior to the transfer of the Acceptable Title to a Facility to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the land with respect to such Facility or pay the Purchase Price for such Facility (or the last Discrete Component thereof) until the Owner has cured such objections to title to the reasonable satisfaction of the City and caused a standard title insurance policy to be issued to the City with respect to such land in the amount of the Purchase Price. In the event the Owner cannot cure such objections to title, City agrees to consider the use of eminent domain pursuant to Section 4.3 hereof for such purpose.

Section 4.3 Facilities Constructed on Private Lands. If any Facilities to be acquired are located on privately-owned land, the owner thereof shall retain title to the land and the completed Facilities until acquisition of the Facilities under Article III hereof. Pending the completion of such transfer, the Owner shall not be entitled to receive any payment for any such Facility or the last Discrete Component thereof. The Owner shall, however, be entitled to receive payment for Discrete Components (other than the last Discrete Component) upon making an irrevocable offer of dedication of such land in form and substance acceptable to the Director. Notwithstanding the foregoing, upon written request of the City before payment for any Discrete Component of such a Facility, the Owner shall convey or cause to be conveyed Acceptable Title thereto in the manner described in Sections 4.1 and 4.2 hereof.

It shall be the responsibility of the Owner to acquire all property rights on property which is not owned by the City or the Owner which is necessary for the construction of any of the Facilities. In the event, despite its exercise of best efforts to do so, the Owner is unable to acquire such property rights, the City shall in good faith consider the undertaking of proceedings to acquire such property rights through its exercise of the power of eminent domain, and the costs of such proceedings and acquisition shall be the responsibility of the Owner and shall comprise part of the Purchase Price of the related Facility.

Section 4.4 Facilities Constructed on City Land. If the Facilities to be acquired are on land owned by the City, including land as to which the City has acquired sufficient property rights in the manner described in Section 4.3 or otherwise, the City hereby grants to the Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Facilities. The provisions for inspection and acceptance of such Facilities otherwise provided herein shall apply.

Section 4.5 Maintenance and Warranties. The Owner shall maintain or cause to be maintained each Discrete Component in good and safe condition until the Acceptance Date of the Facility of which such Discrete Component is a part. Prior to the Acceptance Date, the Owner shall be responsible for performing any required maintenance on any completed Discrete Component or Facility. On or before the Acceptance Date of the Facility, the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to such Facility. For each Facility to be owned by the City, the Owner shall provide a warranty bond reasonably acceptable in form and substance to the Director to remain in effect for a period of one year from the date of acceptance of each Facility. The City shall

be responsible for maintenance of each Facility from and after the Acceptance Date thereof, except that with respect to landscaping improvements, the Owner shall maintain or cause to be maintained such landscape improvements for a period of one year following the Acceptance Date thereof or shall provide a bond reasonably acceptable in form and substance to the Director for such period and for such purpose (for landscaping improvements only, and for the posting of a warranty bond to remain in effect for one year as to other Facilities), to insure that defects, which appear within said period will be repaired, replaced, or corrected by the Owner, at its own cost and expense, to the satisfaction of the Director. The Owner shall commence to repair, replace or correct any such defects within thirty (30) days after written notice thereof by the City to the Owner, and shall complete such repairs, replacement or correction as soon as practicable. Any warranties, guarantees or other evidences of contingent obligations of third persons with respect to the Facilities to be acquired by the City shall be delivered to the Director as part of the transfer of title.

Section 4.6 Allocation of Costs. If Owner incurs costs that (1) apply to more than one Facility or Discrete Component (e.g., soft costs) or (2) apply to both Facilities or Discrete Components and improvements other than the Facilities or Discrete Components (e.g., grading), Owner shall allocate, or cause the contractor to reasonably allocate, such costs between the Facilities or Discrete Components (in the case of clause (1)) or between the Facilities or Discrete Components and the improvements other than the Facilities or Discrete Components (in the case of clause (2)) (the "**Owner Allocation**"). The Owner Allocation shall be presumed to be reasonable and shall be accepted for all purposes of this Acquisition Agreement unless the City notifies Owner of its good-faith reasonable disapproval of the allocation as part of the City's written response to the applicable Payment Request. If the City has properly disapproved the Owner Allocation, then the City and Owner shall promptly allocate such costs, on a reasonable basis, between the Facilities or Discrete Components (in the case of clause (1)) or between the Facilities or Discrete Components and the improvements other than the Facilities or Discrete Components (in the case of clause (2)) (the "**Agreed-Upon Allocation**"). Based on the Owner Allocation or the Agreed-Upon Allocation, as applicable, the City shall include the costs allocated to a specific Facility or Discrete Component as part of the Actual Costs of such Facility or Discrete Component when such Facility or Discrete Component is subject to a Payment Request.

Section 4.7 Expectations of the Parties. The City understands and agrees that (i) Owner will be constructing Facilities or Discrete Components prior to the availability of sources that will be used to pay for such Facilities or Discrete Components, (ii) the City or the other public agencies that will own and operate such Facilities or Discrete Components may be inspecting such Facilities or Discrete Components and processing and completing payment requests for the payment on such Facilities or Discrete Components with knowledge that there may be insufficient sources available at such time, (iii) the Facilities or Discrete Components may be conveyed to and accepted by the City or other local agency that will own and operate such Facilities or Discrete Components when there are insufficient sources to pay the Purchase Prices of such Facilities or Discrete Components, and (iv) in any such case, the payment of any approved payment requests for the Purchase Prices of such Facilities or Discrete Components will be deferred until there are sufficient sources available to pay the Purchase Prices of such Facilities or Discrete Components, at which time the City will make such payments in accordance with this Acquisition Agreement. At all times, Owner will be constructing such Facilities or Discrete Components with the expectation that the Purchase Prices for such Facilities or Discrete Components will be paid solely from the sources. The conveyance of Facilities or Discrete Components to the City or a local agency that will own and operate such Facilities or Discrete Components prior to receipt of the Purchase Prices for such Facilities or Discrete Components shall not be construed as a dedication or gift, or a waiver of the payment of the Purchase Prices, or any part thereof, for such Facilities or Discrete Components.

ARTICLE V
INSURANCE

Section 5.1 Insurance Requirements. The Owner shall, at all times prior to the final Acceptance Date of all Facilities, maintain and deliver to the City evidence of and keep in full force and effect, not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policies satisfactory to the Director: (i) Workers Compensation and Employer's Liability - Workers' Compensation - coverage as required by law; Employer's Liability - limits of at least $1,000,000.00 per occurrence; (ii) Comprehensive General Liability - Combined Single Limit - $2,000,000.00; (iii) Automobile Liability - Combined Single Limit - $1,000,000.00; and (iv) Errors and Omissions Insurance - Combined Single Limit - $2,000,000.00.

All of the Owner's insurance policies shall contain an endorsement providing that written notice shall be given to the City at least 30 calendar days prior to termination or cancellation of coverage of the policy.

The Comprehensive General Liability and Bodily Injury and Property Damage Liability policies shall contain the following:

(a) An endorsement extending coverage to the City and its agents as an additional insured, as respects liabilities arising out of the performance of any work related to the Facilities. Which insurance shall be primary insurance as respects the interest of the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the insurance required hereunder.

(b) Severability of interest clause.

(c) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to contractual liability assumed by the Owner.

Promptly on execution of this Acquisition Agreement by the Owner, the Owner shall deliver to the Director copies of all required certificates of insurance and endorsements thereto on forms which are acceptable to the Director and the City Attorney.

The Owner shall require and verify similar insurance on the part of its contractors and subcontractors.

The foregoing requirements as to the types, limits and City approval of insurance coverage to be maintained by the Owner are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Owner under this Acquisition Agreement.

Any policy or policies of insurance that the Owner or its contractors or subcontractors elect to carry as insurance (i) against loss or damage to their construction equipment and tools or other personal property used in fulfillment of this Acquisition Agreement or a contract related to the Facilities shall include a provision waiving the insurer's right of subrogation against the City, and (ii) in fulfillment of this Acquisition Agreement involving a dual obligee bond may contain a clause to the effect that: "provided that Principal and Surety shall not be liable to the Obligees or any of them unless the Obligees or any of them have performed the obligations to the Principal in accordance with the terms

of said contract; and provided, further, that Principal and Surety shall not be liable to all Obligees in the aggregate in excess of the penal sum above stated."

Section 5.2 Standards Applicable. The Owner may effect such coverage under blanket insurance policies, provided, however, that (i) such policies are written on a per occurrence basis, (ii) such policies comply in all other respects with the provisions of Section 5.1, and (iii) the protection afforded the City under any such policy shall be no less than that which would be available under a separate, policy relating only to this Acquisition Agreement. All policies of insurance shall be with companies licensed or approved by the State of California Insurance Commissioner and rated (i) A or better with respect to primary levels of coverage, and (ii) B+12 or better with respect to excess levels of coverage, in the most recent edition of Best's Insurance Guide and shall be issued and delivered in accordance with State law and regulations.

Section 5.3 Evidence of Insurance. Prior to the Acceptance Date, the Owner shall furnish to the City, from time to time upon request of the Director, a certificate of insurance regarding each insurance policy required to be maintained by the Owner hereunder.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1 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 limited liability company 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 Acquisition Agreement, and has taken all action necessary to cause this Acquisition Agreement to be executed and delivered, and this Acquisition Agreement has been duly and validly executed and delivered by the Owner.

(c) Binding Obligation. This Acquisition 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 the District or the Facilities in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Facilities.

(e) Requests for Payment. The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any improvements that are not part of the Facilities, and (ii) it will diligently follow all procedures set forth in this Acquisition Agreement with respect to the Payment 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 reasonable notice.

(g) Prevailing Wages. The Owner covenants that, with respect to any contracts or subcontracts for the construction of the Facilities to be acquired from the Owner hereunder, it has assured complete compliance with any applicable law or regulation for the payment of prevailing wages for such construction.

(h) Plans. The Owner represents that it has obtained or will obtain approval of the Plans for the Facilities to be acquired from the Owner 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 to be acquired from the Owner 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.

Section 6.2 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 the breach of any provision of this Acquisition Agreement by the Owner, the Owner's or any other entity's negligent design, engineering and/or construction of any of the Facilities acquired from the Owner 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, any claims of persons employed by the Owner or its agents to construct the Facilities, claims for damages to persons or property related to the actions of Owner contemplated by this Acquisition Agreement or any claims arising out of any alleged misstatement of a material fact or omission of a material fact with respect to provisions in any Official Statement for the Bonds for which the Owner certifies in a customary certificate executed in connection with the printing of the Official Statement for such Bonds. Notwithstanding the foregoing, no indemnification is given hereunder for any action, damage, claim, loss or expense directly attributable solely to the intentional acts or negligence of the City, or its officers, directors, employees or agents hereunder.

No provision of this Acquisition 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.

ARTICLE VII

TERMINATION

Section 7.1 Mutual Consent. This Acquisition Agreement may be terminated by the mutual, written consent of the City and the Owner, in which event the City may let contracts for any remaining work related to the Facilities not theretofore acquired from the Owner hereunder, and use all or any portion of the monies in the Improvement Fund to pay for same, and the Owner shall have no claim or right to the Purchase Price of Facilities or Discrete Components hereunder, except as otherwise may be provided in such written consent. In any event, this Acquisition Agreement shall

terminate upon the earlier of (i) ten (10) years following the issuance of building permits for all dwelling units expected to be built within the District or (ii) the funding of all Facilities pursuant to this Acquisition Agreement.

Section 7.2 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 Acquisition 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 it owns within the District 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 six consecutive months to undertake substantial work related to the construction of Facilities that are required to be constructed at that time pursuant to the Conditions of Approval, other than for a reason specified in Section 7.3 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 Acquisition Agreement without the prior written consent of the City or as otherwise permitted hereunder.

(f) The Owner shall have made any material misrepresentation or omission of any written materials furnished in connection with any preliminary official statement, official statement or bond purchase contract used in connection with the sale of any series of the Bonds.

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 Director and other 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 Acquisition Agreement by the City. If the City elects to terminate this Acquisition Agreement, the City shall first notify the Owner (and any mortgagee or trust deed beneficiary specified in writing by the Owner to the City to receive such notice) 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 Director 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 Acquisition 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 making payments for the Purchase Price of Facilities or Discrete Components under Article III hereof.

Section 7.3 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, pandemic, 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 Acquisition 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 VIII

MISCELLANEOUS

Section 8.1 Limited Liability of City. The Owner agrees that any and all obligations of the City arising out of or related to this Acquisition Agreement are special and limited obligations of the District and City and the City's obligations to make any payments hereunder are restricted entirely to the moneys, if any, in the Improvement Fund and from no other source. 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 8.2 Excess Costs. Subject to the limitations of this Acquisition Agreement, the Owner agrees to pay all costs of the Facilities that it is obligated to construct in excess of the monies available therefor in the Improvement Fund.

Section 8.3 Review of Records. The Director and/or the Finance Manager or other finance 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 any of the Facilities, and any bids taken or received for the construction thereof or materials therefor. Owner shall have the right, during normal business hours and upon the giving of two (2) business days prior written notice to the Finance Manager, to review all books and records of the City and District pertaining to the Special Taxes and Bonds.

Section 8.4 Attorney's Fees. In the event that any action or suit is instituted by either party against the other arising out of this Acquisition 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 8.5 Notices. Any notice, payment or instrument required or permitted by this Acquisition 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 and District: 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:	SDC Fairway Canyon, LLC 4131 S. Main Street Santa Ana, CA 92707 Attention: Dale Strickland
With a copy to:	Argent Management 4131 S. Main Street Santa Ana, CA 92707 Attention: Rob Starkman
and a copy to:	Robert M. Haight, Jr. Holland & Knight LLP 50 California Street, Suite 2800 San Francisco, CA 94111

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 8.6 Severability. If any part of this Acquisition Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Acquisition Agreement shall be given effect to the fullest extent possible.

Section 8.7 Successors and Assigns. This Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Acquisition Agreement shall not be assigned by the Owner, except in whole to an Affiliate, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners which assume all of the Owner's obligations hereunder (which transfer is expressly authorized hereunder, upon prior written notice to the City without further act of the City), without 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 written consent (except in whole to an Affiliate, or to any other entity of which the Owner and/or its members or partners will be managing members or general partners which assume all of the Owner's obligations hereunder), no assignment shall release the Owner from its obligations and liabilities under this Acquisition Agreement.

Section 8.8 Other Agreements. The obligations of the Owner hereunder shall be those of a party hereto and not as an owner of property in the District. 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 or subdivision requirements relating to the development of the lands in the District. This Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 8.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Acquisition 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 Acquisition Agreement thereafter.

Section 8.10 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 Acquisition Agreement shall be binding.

Section 8.11 Parties in Interest. Nothing in this Acquisition 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, the District and the Owner any rights, remedies or claims under or by reason of this Acquisition Agreement or any covenants, conditions or stipulations hereof; and all covenants, conditions, promises, and agreements in this Acquisition Agreement contained by or on behalf of the City, the District or the Owner shall be for the sole and exclusive benefit of the City, the District and the Owner.

Section 8.12 Amendment. This Acquisition Agreement may be amended, from time to time, by written Supplement hereto and executed by the City, the District and the Owner; provided, further, that Exhibit A may be modified to add additional authorized facilities or make adjustments to the existing Facilities only with the written approval of the Director and the Owner.

Section 8.13 Counterparts. This Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 8.14 Termination. This Acquisition Agreement shall terminate and be of no further force as of December 31, 2030, unless extended by agreement of all the parties. If the Acquisition Agreement is terminated as provided herein, none of the City, the District or the Owner shall have any further responsibility or liability pursuant to this Acquisition Agreement. Upon the termination of this Agreement, the City shall direct the use of any remaining Bond or Special Tax proceeds to complete any remaining authorized facilities, redeem Bonds or use in any way permitted by the Act.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Acquisition Agreement as of the day and year first-above written.

CITY OF BEAUMONT

By: _____
City Manager

ATTESTED :

_____
City Clerk

CITY OF BEAUMONT COMMUNITY FACILITIES DISTRICT NO. 2021-1 (FAIRWAY CANYON)

By: _____
City Manager of the City of Beaumont

ATTESTED:

_____
City Clerk

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURE PAGE CONTINUED]

SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By: _____
Dale Strickland
Authorized Signatory

ACQUISITION AGREEMENT
(CFD NO. 2021-1)

EXHIBIT A

DESCRIPTION OF FACILITIES AND DISCRETE COMPONENTS ELIGIBLE FOR ACQUISITION FROM THE OWNER

Facility[1, 2, 3]	Amount Previously Approved by City	Amount Received from Prior Bond Proceeds	Remaining Estimated Cost
Dry Utilities, Phase 1	$ 716,094.72	$431,851.45	$ 206,015.23
Dry Utilities, Phase 3	653,224.00	0	653,224.00
Engineering and Consulting, Phases 1 & 3	1,435,182.80	831,222.74	603,960.06
Street Improvements, Tukwet Canyon Parkway (Champions to Mickelson)	0	0	400,000.00
Sewer & Storm Drainage Improvements, Phase 2	0	0	700,000.00
Tunnel, Phase 2 (Planning Areas 16/19)	0	0	900,000.00
Dry Utilities, Phase 2	0	0	500,000.00
Mickelson Park	0	0	4,800,000.00
Street Improvements Tukwet Canyon Parkway (Mickelson to OVP)	0	0	$2,800,000.00
Tunnels and Storm Drainage Box Structure Phase 4A (Tukwet Canyon & PA 26)	0	0	2,800,000.00
Sewer Improvements, Phase 4A	0	0	1,300,000.00
Sewer Lift Station, Phase 4A	0	0	3,100,000.00
Storm Drainage Improvements, Phase 4A	0	0	3,000,000.00
Dry Utilities, Phase 4A	0	0	1,800,000.00
TOTAL:			**$ 23,563,199.29**

1 The description of the above Facilities shall also include any appurtenant cost required for completion of such Facility including, but not limited to, grading, wet utility improvements, paving, dry utilities, performance bonds, design, planning, and engineering costs, etc.

2 Unless agreed to otherwise by the Owner and the City, dry utility cost reimbursements shall not exceed 5% of the proceeds of any series of Bonds.

3 The estimated costs of these Facilities represents the current estimates at the time of this Acquisition Agreement. The amount for any Facility may increase to include other costs subsequently submitted by Owner and approved by the City.

ACQUISITION AGREEMENT

EXHIBIT B

FORM OF PAYMENT REQUEST (FACILITIES)

PAYMENT REQUEST NO. ____

The undersigned (the "Owner"), hereby requests payment to the Payees listed on Attachment 2 in the total amount of $_____ for the Facilities (as defined in the Acquisition Agreement, dated as of June 1, 2021 by and among the City of Beaumont (the "City"), the City of Beaumont Community Facilities District No. 2021-1 (Fairway Canyon) and the Owner), or Discrete Components thereof (as described in Exhibit A to that Acquisition Agreement), all as more fully described in Attachment 1 hereto. In connection with this Payment Request, the undersigned hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized officer of the Owner, qualified to execute this Payment Request for payment on behalf of the Owner and is knowledgeable as to the matters set forth herein.

2. All costs of the Facilities or Discrete Components thereof for which payment is requested hereby are Actual Costs (as defined in the Acquisition Agreement referenced above) and have not been inflated or misrepresented in any respect. The amount of the payment requested has not been previously paid by the City.

3. Supporting documentation (such as third party invoices) is attached with respect to each cost for which payment is requested.

4. There has been full compliance with applicable laws relating to prevailing wages for the work to construct the Facilities or Discrete Components thereof for which payment is requested.

5. The Facilities or Discrete Components thereof for which payment is requested were constructed in accordance with all applicable City or other governmental standards, and in accordance with Plans approved by the City.

6. The Owner is in compliance with the terms and provisions of the Acquisition Agreement.

7. The Purchase Price for each Facility or Discrete Component (a detailed calculation of which is shown in Attachment 2 hereto for each such Facility or Discrete Component), has been calculated in conformance with the terms of the Acquisition Agreement.

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

Dated:_____

OWNER:
SDC FAIRWAY CANYON, LLC,
a Delaware limited liability company

By:_____
Name:_____
Title:_____

Dated:_____

CITY:

Payment Request Approved for Submission to Finance Manager

By:_____
Director of Public Works

ACQUISITION AGREEMENT

ATTACHMENT 1

EXHIBIT B

[List here all Facilities or Discrete Components thereafter which payment is requested, and attach support documentation.]

ACQUISITION AGREEMENT

ATTACHMENT 2

EXHIBIT B

CALCULATION OF PURCHASE PRICE

[Use a separate sheet for each Facility or Discrete Component for which payment is being requested]

1.	Description (by reference to Exhibit A to the Acquisition Agreement) of the Facility or Discrete Component	$
2.	Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost):	$
3.	Subtractions from Purchase Price:	$
	A. Holdback for Lien releases (if any, see Section 3.4 of the Acquisition Agreement)	$
	B. Retention (if any, see Section 3.4 of the Acquisition Agreement)	$
4.	Total disbursement requested (Amount listed in 2, less amounts, if any, listed in 3)	$

Payment shall be directed to following payee(s): _____

_____

_____

I hereby declare under penalty of perjury that the above representations and warranties are true and correct.

OWNER:

_____

Dated: _____

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

CITY:

Payment Request Approved for Submission to Finance Manager

Dated: _____

By:_____
Director of Public Works

ACQUISITION AGREEMENT

EXHIBIT C

CITY CFD POLICIES

Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE June 15, 2021

SUBJECT: **FY2021 General Fund and Wastewater Fund Budget to Actual through May 2021**

Background and Analysis:

Staff has updated the analysis of the General Fund and Wastewater Fund for FY2021 with results through May 2021. This represents 11 months of activity. The analysis of results through May and estimated fiscal year end results is included in the attachments.

Fiscal Impact:

There is no financial impact to this report.

Recommended Action:

Receive and file the attached reports.

Attachments:

A. FY2021 General Fund Budget to Actual Report – through May 2021
B. FY2021 Wastewater Fund Budget to Actual Report – through May 2021

City of Beaumont, CA

Budget Comparison Report

General Fund Budget to Actual through May 2021

		2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	Parent Budget 2020-2021 V1 2020-2021	FY 2021 Estimate	Notes
Category: 40 - TAXES							
	400 - Real Property Taxes	$ 5,033,736.27	$ 3,899,935.18	$ 6,100,972.53	$ 6,174,605.00	**$ 6,450,000.00**	
	403 - Personal Property Taxes	$ -	$ 254,416.12	$ 210,630.22	$ 267,137.00	**$ 245,000.00**	
	406 - Franchise Fees	$ 789,039.39	$ 7,953,448.93	$ 3,065,522.68	$ 3,019,846.00	**$ 3,138,000.00**	
	409 - Sales Taxes	$ 4,189,576.65	$ 4,208,707.66	$ 5,605,912.07	$ 6,375,048.00	**$ 6,825,000.00**	**Sales Tax is trending higher and expected to exceed budget**
	420 - Other Taxes	$ 3,907,466.90	$ 4,159,150.02	$ 4,719,498.91	$ 7,533,745.00	**$ 7,603,000.00**	**UUT and TOT taxes trending higher and expected to exceed budget**
Total Category: 40 - TAXES:		**$ 13,919,819.21**	**$ 20,475,657.91**	**$ 19,702,536.41**	**$ 23,370,381.00**	**$ 24,261,000.00**	**Taxes continue trending higher and are expected to exceed budget**
Category: 41 - LICENSES							
	430 - Business Licenses	$ 201,699.78	$ 216,275.10	$ 295,990.05	$ 325,000.00	**$ 385,000.00**	
Total Category: 41 - LICENSES:		**$ 201,699.78**	**$ 216,275.10**	**$ 295,990.05**	**$ 325,000.00**	**$ 385,000.00**	
Category: 42 - PERMITS							
	450 - Building Permits	$ 3,693,791.95	$ 1,876,581.94	$ 1,585,263.70	$ 2,200,000.00	**$ 1,740,000.00**	
	453 - Inspections	$ 270,956.90	$ 179,395.63	$ 200,320.70	$ 210,000.00	**$ 251,000.00**	
	456 - Other Permits	$ 534,189.72	$ 471,572.94	$ 448,270.09	$ 417,500.00	**$ 498,077.00**	
	515 - Public Works	$ 72,642.65	$ (75,974.50)	$ -	$ -	**$ 55,000.00**	
Total Category: 42 - PERMITS:		**$ 4,571,581.22**	**$ 2,451,576.01**	**$ 2,233,854.49**	**$ 2,827,500.00**	**$ 2,544,077.00**	
Category: 45 - INTERGOVERNMENTAL							
	465 - State	$ 31,934.92	$ -	$ -	$ -	**$ -**	
	470 - Local	$ 9,257.00	$ 2,549.65	$ -	$ -	**$ -**	
Total Category: 45 - INTERGOVERNMENTAL:		**$ 41,191.92**	**$ 2,549.65**	**$ -**	**$ -**		
Category: 47 - CHARGES FOR SERVICE							
	500 - Sanitation	$ 6,899,714.60	$ 131,257.25	$ 205,248.85	$ -	**$ -**	
	505 - Animal Control	$ 99,595.85	$ 83,867.91	$ 91,586.78	$ 119,450.00	**$ 134,450.00**	
	510 - Community Development	$ 5,440.00	$ 5,362.00	$ 5,450.00	$ 5,500.00	**$ 5,550.00**	
	515 - Public Works	$ 9,445.00	$ 11,398.00	$ 49,237.06	$ 7,900.00	**$ 55,000.00**	
	525 - Abatements	$ 32,216.39	$ 40,412.33	$ 74,631.75	$ 54,500.00	**$ 99,600.00**	
	530 - Public Safety	$ 224,863.06	$ 201,336.73	$ 359,734.54	$ 537,850.00	**$ 475,000.00**	
	535 - Facilities	$ 168,136.35	$ 101,948.44	$ 77,464.53	$ 125,000.00	**$ 90,319.00**	
	540 - Programs	$ 146,610.94	$ 77,882.00	$ 3,043.00	$ 20,000.00	**$ 5,000.00**	
	545 - Other	$ 109,700.24	$ 119,636.27	$ 86,973.59	$ 148,200.00	**$ 96,638.00**	

Total Category: 47 - CHARGES FOR SERVICE:		**$ 7,695,722.43**	**$ 773,100.93**	**$ 953,370.10**	**$ 1,018,400.00**	**$ 961,557.00**	
Category: 50 - FINES AND FORFEITURES							
	555 - Vehicle	$ 76,729.87	$ 69,244.65	$ 73,591.39	$ 70,000.00	**$ 78,000.00**	
	557 - Other	$ 27,176.98	$ 34,287.25	$ 38,651.28	$ 45,000.00	**$ 43,000.00**	
Total Category: 50 - FINES AND FORFEITURES:		**$ 103,906.85**	**$ 103,531.90**	**$ 112,242.67**	**$ 115,000.00**	**$ 121,000.00**	
Category: 53 - COST RECOVERY							
	465 - State	$ 8,889.40	$ 24,870.02	$ -	$ 25,000.00	**$ 20,000.00**	
	565 - Other Income	$ 507,109.43	$ 548,431.65	$ 156,804.46	$ 461,500.00	**$ 300,000.00**	
Total Category: 53 - COST RECOVERY:		**$ 515,998.83**	**$ 573,301.67**	**$ 156,804.46**	**$ 486,500.00**	**$ 320,000.00**	
Category: 54 - MISCELLANEOUS REVENUES							
	560 - Investment Earnings	$ 1,436.78	$ 106,383.10	$ 68,444.77	$ 170,000.00	**$ 123,250.00**	
	565 - Other Income	$ 18,021.69	$ 33,811.49	$ 44,594.12	$ 27,000.00	**$ 50,265.00**	
Total Category: 54 - MISCELLANEOUS REVENUES:		**$ 19,458.47**	**$ 140,194.59**	**$ 113,038.89**	**$ 197,000.00**	**$ 173,515.00**	
Category: 58 - OTHER FINANCING SOURCES							
	595 - Sale of Assets	$ 20,629.04	$ 27,430.98	$ -	$ 15,000.00	**$ -**	
	599 - Other	$ 175,037.40	$ (31.75)	$ (26.94)	$ -	**$ -**	
Total Category: 58 - OTHER FINANCING SOURCES:		**$ 195,666.44**	**$ 27,399.23**	**$ (26.94)**	**$ 15,000.00**	**$ -**	
Category: 90 - TRANSFERS							
	900 - Transfers	$ 86,315.69	$ 1,891,641.93	$ 6,420,255.25	$ 8,846,367.00		**All transfers are expected to be made.**
						$ 8,846,367.00	
Total Category 90 - Transfers						**$ 8,846,367.00**	
	Total Revenue:	**$ 27,351,360.84**	**$ 26,655,228.92**	**$ 29,988,065.38**	**$ 37,201,148.00**	**$ 37,612,516.00**	
Category: 60 - PERSONNEL SERVICES							
	600 - SALARIES AND WAGES	$ 9,929,543.14	$ 10,600,815.89	$ 10,968,351.20	$ 13,179,560.09		**Actuals include 23 of 26 pay periods**
						$ 12,650,000.00	
	610 - BENEFITS	$ 4,737,799.58	$ 5,246,515.21	$ 4,695,449.53	$ 6,073,295.40	**$ 5,735,738.00**	
	615 - OTHER	$ 658,177.67	$ 733,861.04	$ 461,272.83	$ 463,508.50	**$ 544,173.00**	
	699 - OTHER	$ 16,013.84	$ 24,512.93	$ 23,929.16	$ 34,200.00	**$ 28,650.00**	
Total Category: 60 - PERSONNEL SERVICES:		**$ 15,341,534.23**	**$ 16,605,705.07**	**$ 16,149,002.72**	**$ 19,750,563.99**	**$ 18,958,561.00**	
Category: 65 - OPERATING COSTS							
	615 - OTHER	$ 17,601.41	$ 32,976.06	$ 56,365.00	$ 15,000.00	**$ 70,000.00**	
	650 - UTILITIES	$ 1,507,359.58	$ 1,514,280.57	$ 1,543,335.11	$ 1,548,533.00	**$ 1,761,116.00**	
	655 - ADMINISTRATIVE	$ 367,600.45	$ 341,487.79	$ 359,544.77	$ 440,301.00	**$ 410,280.00**	
	660 - FLEET COSTS	$ 308,294.78	$ 382,364.87	$ 355,315.39	$ 369,669.00	**$ 444,144.00**	
	665 - PROGRAM COSTS	$ 481,178.75	$ 469,904.87	$ 547,808.26	$ 741,619.00	**$ 655,110.00**	
	670 - REPAIRS AND MAINTENANCE	$ 366,666.33	$ 299,299.90	$ 643,133.54	$ 996,595.00	**$ 753,886.00**	
	675 - SUPPLIES	$ 300,348.60	$ 298,736.80	$ 235,023.45	$ 576,920.00	**$ 395,000.00**	
	680 - SPECIAL SERVICES	$ 5,985,421.77	$ 612,647.70	$ 252,354.97	$ 422,000.00	**$ 293,012.00**	
	690 - CONTRACTUAL SERVICES	$ 3,658,018.75	$ 4,250,821.74	$ 4,601,891.54	$ 7,275,058.00	**$ 6,895,477.00**	**Expenses expected higher, last two quarters of Fire Services remain to be booked**
	697 - ADMIN OVERHEAD	$ (534,000.00)	$ (562,500.00)	$ -	$ -	**$ -**	
	699 - OTHER	$ 970,797.07	$ 1,178,632.99	$ 1,576,021.96	$ 1,613,000.00	**$ 1,658,970.00**	
Total Category: 65 - OPERATING COSTS:		**$ 13,429,287.49**	**$ 8,818,653.29**	**$ 10,170,793.99**	**$ 13,998,695.00**	**$ 13,336,995.00**	
Category: 70 - CAPITAL IMPROVEMENTS							
	700 - EQUIPMENT	$ 410,200.46	$ 47,595.49	$ 214,689.29	$ 367,000.00	**$ 355,000.00**	

	703 - FURNITURE	$ -	$ 9,081.98	$ 2,049.36	$ -	$	**2,049.00**
	705 - VEHICLE	$ 174,478.75	$ 250,087.85	$ 386,899.84	$ 645,307.00	$	**625,000.00**
	710 - STRUCTURE	$ 8,019.00	$ -	$ -	$ -		
Total Category: 70 - CAPITAL IMPROVEMENTS:		**$ 592,698.21**	**$ 306,765.32**	**$ 603,638.49**	**$ 1,012,307.00**	$	**982,049.00**
Category: 77 - CONTINGENCY							
	770 - CONTINGENCY	$ 30,000.00	$ -	$ -	$ 150,001.00	$	**70,000.00**
Total Category: 77 - CONTINGENCY:		**$ 30,000.00**	**$ -**	**$ -**	**$ 150,001.00**	$	**70,000.00**
	Total Expense:	**$ 29,393,519.93**	**$ 25,731,123.68**	**$ 26,923,435.20**	**$ 34,911,567.00**	$	**33,347,605.00**
GENERAL FUND Operating Surplus/(Deficit)		**$ (2,042,159.09)**	**$ 924,105.24**	**$ 3,064,630.18**	**$ 2,289,581.00**	$	**4,264,911.00**
Category: 90 - TRANSFERS							
	900 - Transfers	$ 43,985.00	$ 45,194.00	$ 270,954.99	$ 6,955,545.00	$	**6,955,545.00**
Net Change in General Fund Balance						$	**(2,690,634.00)**

FY 2021 Includes $6.9 million of One-Time allocations

Analysis:

The General Fund is trending to have an operating surplus of $4.2 million. This is driven by continued increases in tax revenues and savings in both personnel and operating expenses. For this analysis, transfers-out have been seperated from operating activities as the City Council made several One-Time allocations of General Funds totalling $6.9million during FY 2021. This will result in a reduction in General Funds of approximately (2.7 million) overall during FY 2021

City of Beaumont, CA

Budget Comparison Report

Group Summary

		2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	Parent Budget 2020-2021 V1 2020-2021	FY 2021 Estimate	Notes
Fund 700 - Wastewater Fund							
Category: 50 - FINES AND FORFEITURES							
	557 - Other	$ 9,000	$ 1,000	$ 1,946	$ -	$ 1,946.00	
Total Category: 50 - FINES AND FORFEITURES:		**$ 9,000**	**$ 1,000**	**$ 1,946**	**$ -**	$ 1,946.00	
Category: 53 - COST RECOVERY							
	565 - Other Income	$ -	$ 6,236	$ 2,823	$ 6,300.00	$ 6,300.00	
Total Category: 53 - COST RECOVERY:		**$ -**	**$ 6,236**	**$ 2,823**	**$ 6,300.00**	$ 6,300.00	
Category: 54 - MISCELLANEOUS REVENUES							
	560 - Investment Earnings	$ 70,544	$ 40,158	$ 16,638	$ 37,500.00	$ 22,184.00	
Total Category: 54 - MISCELLANEOUS REVENUES:		**$ 70,544**	**$ 40,158**	**$ 16,638**	**$ 37,500.00**	$ 22,184.00	
Category: 56 - PROPRIETARY REVENUES							
	570 - WasteWater	$ 7,300,995	$ 8,411,786	$ 8,853,595	$ 10,849,000.00	$ 10,685,000.00	5 of 6 payments received
Total Category: 56 - PROPRIETARY REVENUES:		**$ 7,300,995**	**$ 8,411,786**	**$ 8,853,595**	**$ 10,849,000.00**	$ 10,685,000.00	
Category: 58 - OTHER FINANCING SOURCES							
	595 - Sale of Assets	$ 635	$ -	$ -	$ -		
	599 - Other	$ 831	$ 780	$ -	$ -		
Total Category: 58 - OTHER FINANCING SOURCES:		**$ 1,466**	**$ 780**	**$ -**	**$ -**	$ -	
Category: 90 - TRANSFERS							
	900 - Transfers	$ (100,000)					
Total Category: 90 - TRANSFERS:		**$ (100,000)**				$ -	
	Total Revenue:	**$ 7,282,005**	**$ 8,459,960**	**$ 8,875,002**	**$ 10,892,800.00**	$ 10,715,430.00	
Category: 60 - PERSONNEL SERVICES							
	600 - SALARIES AND WAGES	$ 552,597	$ 984,667	$ 1,029,030	$ 1,340,576.56	$ 1,265,198.00	
	610 - BENEFITS	$ 207,092	$ 292,414	$ 295,509	$ 501,400.54	$ 368,829.00	
	615 - OTHER	$ 8,251	$ 16,253	$ 15,925	$ 17,571.90	$ 18,798.00	
	699 - OTHER	$ 162	$ 1,265	$ 2,876	$ 1,500.00	$ 3,855.00	
Total Category: 60 - PERSONNEL SERVICES:		**$ 768,102**	**$ 1,294,599**	**$ 1,343,340**	**$ 1,861,049.00**	$ 1,656,680.00	Significant savings expected in personnel expense
Category: 65 - OPERATING COSTS							
	615 - OTHER	$ 1,044	$ -	$ -	$ -	$ -	

	650 - UTILITIES	$ 655,164	$ 719,761	$ 754,236	$ 827,821.00	**$ 838,040.49**	
	655 - ADMINISTRATIVE	$ 116,643	$ 103,556	$ 204,001	$ 291,216.00	**$ 245,000.00**	
	660 - FLEET COSTS	$ 12,952	$ 22,812	$ 37,156	$ 31,980.00	**$ 55,734.00**	
	670 - REPAIRS AND MAINTENANCE	$ 73,334	$ 43,720	$ 31,765	$ 60,695.00	**$ 35,929.00**	
	675 - SUPPLIES	$ 232,826	$ 161,354	$ 358,268	$ 379,610.00	**$ 405,241.00**	
	690 - CONTRACTUAL SERVICES	$ 1,113,240	$ 691,701	$ 738,322	$ 1,062,563.00	**$ 915,000.00**	
	697 - ADMIN OVERHEAD	$ 459,000	$ 487,500	$ -	$ -	**$ -**	
	699 - OTHER	$ 85,710	$ 101,999	$ 106,112	$ 478,637.00		
						$ 193,000.00	**Contract for Brine line maintenance not in full use for most of the year**
Total Category: 65 - OPERATING COSTS:		**$ 2,749,911**	**$ 2,332,402**	**$ 2,229,861**	**$ 3,132,522.00**	**$ 2,687,944.49**	
Category: 70 - CAPITAL IMPROVEMENTS							
	700 - EQUIPMENT	$ 69,588	$ 449	$ 149,808	$ 153,638.00	**$ 153,000.00**	
	705 - VEHICLE	$ -	$ -	$ -	$ -		
	750 - OTHER	$ -	$ -	$ -	$ 103,804.00		**Emergency repairs for pump replacements and lift station repairs**
						$ 275,000.00	
Total Category: 70 - CAPITAL IMPROVEMENTS:		**$ 69,588**	**$ 449**	**$ 149,808**	**$ 257,442.00**	**$ 428,000.00**	
Category: 90 - TRANSFERS							
	900 - Transfers	$ -	$ 3,858,375	$ 5,530,352	$ 5,641,787.00		**One quarter of overhead allocation remaining**
						$ 5,697,852.00	
Total Category: 90 - TRANSFERS:		**$ -**	**$ 3,858,375**	**$ 5,530,352**	**$ 5,641,787.00**	**$ 5,697,852.00**	
	Total Expense:	**$ 3,587,601**	**$ 7,485,826**	**$ 9,253,361**	**$ 10,892,800**	**$ 10,470,476**	
	Total Fund: 700 - WASTEWATER FUND	**$ 3,694,404**	**$ 974,135**	**$ (378,359)**	**$ -**	**$ 244,954**	

Analysis: **The Wastwater fund is trending to have a budget surplus in excess of $240K for FY 2021. This is driven by savings in both personnel and operating costs.**

Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE June 1, 2021

SUBJECT: **Continued Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont, California, Adding Chapter 17.11.150 "Storage Facilities" to the Beaumont Municipal Code**

Background and Analysis:

On October 15, 2019, City Council adopted Interim Urgency Ordinance No. 1111 for a moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards. On November 19, 2019, the City Council adopted Ordinance No. 1114 for an extension of ten (10) months and fifteen (15) days of the initial moratorium. On October 6, 2020, City Council approved the final one (1) year extension of the ordinance and directed City staff to bring back development standards for these uses.

When requesting enactment of the moratorium, City staff cited the City's Economic Development Strategic Plan (EDSP) goals and requested the moratorium remain in place until the General Plan Update was complete. The new General Plan took effect January 3, 2021, and the goals in the General Plan work to support the goals of the EDSP.

The General Plan and EDSP goals and policies are comprehensive. As both documents were being prepared, a recurring theme was "jobs housing balance." The City is rich with housing but most Beaumont residents commute to jobs outside of the City which contributes to an economic imbalance and a quality-of-life issue. In working toward closing the gap on the jobs housing imbalance, development standards can be put into place to help achieve the City's goals while still allowing new business to be established in the City and allowing existing uses to continue operations or expand.

For purposes of appropriately establishing development standards, City staff has divided the uses into two groups: 1) Mini-storage, self-storage or public-storage facilities; and 2) Contractor or building storage yards, automobile parking (including RV),

and truck stops or terminals. Each of the business types listed provide either a service for residents within the community or support the economy through the provisions of jobs or function rendered, however the benefit varies.

City staff has preliminarily analyzed storage regulations for cities in Riverside, San Bernardino and Los Angeles Counties in preparation of regulations for the uses addressed in the moratorium. Cities vary in their approach, but they typically include standards such as regulation of building height, size or floor area ratio, landscaping, parcel size or type, separation distance, enclosed structures, location (zoning) and approval process.

City staff has also reached out to real estate agents, business owners/operators and various commercial and industrial representatives to solicit input on the proposed standards.

As it pertains to zoning and approval processes, City staff believes the uses identified in the moratorium are allowed in the appropriate zones and the approval processes are adequate. There are no changes to the zoning or approval processes proposed, only the addition of development standards. City staff recommends consideration of the following:

- Allowing self-storage or storage uses only on irregularly shaped parcels not suitable for commercial or industrial jobs producing uses,
- Require enhanced screening measures such as solid masonry wall and/or mature landscaping,
- Security cameras and lighting, and
- Standard conditions of approval (for storage uses other than self-storage).

Fiscal Impact:

The cost of City staff time to prepare this report is estimated to be $750.

Recommended Action:

Hold the continued public hearing, and
Waive the full first reading and approve by title only, “An Ordinance of the City Council of the City of Beaumont adding Chapter 17.11.150 ‘Storage Facilities’ to the Beaumont Municipal Code.”

Attachments:

A. Proposed Ordinance adding Chapter 17.11.150 “Storage Facilities” to the Beaumont Municipal Code

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA ADDING CHAPTER 17.11.150 "STORAGE FACILITIES," TO THE BEAUMONT MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act ("CEQA") pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, to include Chapter 17.11.150 entitled "Storage Facilities" to the Beaumont Municipal Code, to read as specifically set forth in Exhibit "A", which Exhibit is attached hereto and made a part hereof.

SECTION 5. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Beaumont, California, approves an amendment to the City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 1st day of June 2021, by the following roll call vote:

AYES:

NOES

ABSENT

ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 15th day of June 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Mike Lara, Mayor

Attest: _____

City Clerk

Approved as to form:

_____

John O. Pinkney, City Attorney

Chapter 17.11.150 Storage Facilities.

17.11.150 Storage Facilities

A. *Intent*. This section establishes requirements for the storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment. The purpose of these regulations is to provide adequate and convenient guidelines for self-storage, outdoor storage and display of materials, merchandise, and equipment in the appropriate zones. The intent of these regulations is to minimize visual impacts to adjacent properties and public rights-of-way and to protect public health, safety and welfare due to the over development of these storage intensive facilities and encourage economic development within the City of Beaumont by controlling the number, size, and location of these types of facilities.

B. *Classification of Storage Uses*. The following words and phrases shall, for the purposes of this chapter, have the meanings respectively ascribed to them by this section, as follows:

1. Outdoor Storage use means establishments that engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment.

2. Truck Yard or Truck Terminal means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping trucks, tractors, construction equipment and associated equipment together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

3. Automobile Parking or Storage Facility means a type of outdoor storage use whereby an outdoor lot, lot area, or parcel of land used, is designed and maintained primarily for the purpose of storing, parking, dispatching, or keeping automobiles or recreational vehicles (including RV's, boats, watercraft, off-road vehicles) or other vehicles, together with or without facilities necessary to service, dispatch, store or maintain aforementioned vehicles, their cargos and crews. Also applies to a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

4. Contractor or Building Materials Storage Yard means establishments which engage primarily in the outdoor storage of goods, materials (except temporary storage of construction materials associated with an active building permit), machines, vehicles, trailers, and other equipment associated with a construction or contractor's business licensed within the City of Beaumont.

5. Mini-storage, Mini-warehouse, Self-storage or Public-storage means an operation serving the public where customers rent or lease, or self-store and have direct access to, individual storage areas, compartments, or facilities rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

6. Storage Uses means any of the forgoing uses in subsections 1-5.

C. *Applicability*. The requirements of this chapter shall apply to the establishment or modification of Storage Uses in zoning districts in which the Storage Use is permitted, pursuant to Beaumont Municipal Code Chapter 17.03. This chapter shall not apply to legally existing Storage Uses or pending applications as of the effective date of the ordinance codified in this chapter. The continuation of legally established existing Storage Uses shall be subject to the regulations and guidelines of Chapter 17.08, Non-conforming Uses of the Beaumont Municipal Code.

D. Storage *Uses*. The following shall apply to all Outdoor, Truck Yard or Truck Terminal, Automobile Parking or Storage and Contractor or Building Materials Storage Yard Uses:

1. Storage Uses shall not be located adjacent to or across a street or intersection from residentially zoned or used land, public or private schools, public parks and open space intended for public park and recreational use.

2. Storage Uses should be limited to occupying parcels not suitable for valuable commercial or industrial, job producing uses.

A. *Site Design Standards.*

1. All buildings and structures shall incorporate enhanced architectural treatments on all sides visible from public view. Enhanced architectural treatments include combinations of accent building materials, windows/spandrel glass, reveals, metal eyebrow accents, cornices, etc.

2. Parking shall be provided for the primary use associated with a Storage Use in accordance with Chapter 17.05 (Off-Street Parking and Loading Standards) of the Beaumont Municipal Code or an applicable specific plan.

3. All passenger vehicle parking lots, drive-aisles, and truck parking areas or truck courts, and outdoor storage areas shall be paved with asphalt or concrete; no areas shall remain unfinished and all areas of a developed site shall be finished with a permanent surface or permanent landscaping materials and irrigation.

4. Sufficient space, including additional overflow areas, shall be provided to accommodate all maneuvering, queuing, stacking, loading, unloading, and parking of vehicles on-site and to avoid queuing, stacking, loading, unloading, and parking of vehicles off-site on adjacent streets.

5. Signage for directional guidance to vehicles entering and exiting the facility shall be provided on-site.

B. *Screening Standards.*

1. All stored items, including trucks and trailers within truck parking areas and courts, shall be completely screened from public view,, by a combination of buildings and/or solid screen walls of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means tan slump stone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.
2. Screen walls shall not be located within any required front yard or street side yard building or landscape setback area.
3. All stored items, including trucks and trailers within truck parking areas, shall not exceed eight feet in height. Screen walls shall be of adequate height to screen on-site uses but not exceed eight feet in height. Mature landscaping shall be required to effectively screen along street frontages any area where the eight-foot screen wall is unable to provide complete screening and subject to the requirements of Chapter 17.11.080 Walls and Fences.
4. Solid walls surrounding storage uses which are either at grade or are above the grade of an adjacent street shall incorporate a berm/slope along the entire length of the wall that ensures that no more than eight feet of the wall is visible from public view.
5. A combination of fencing and landscaping may be provided in lieu of solid screening walls along the side and rear property lines in areas where the site is not visible to the public. A combination of trees and shrubs shall be provided to ensure adequate screening and subject to the requirements of Chapter 17.06 Landscaping Standards.
6. Access gates and doors may be constructed of open wrought iron and provide adequate vehicle stacking.
7. Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

C. *Security Standards.*

1. All Storage Uses shall be secured and incorporate security cameras which maintain recordings to the satisfaction of the Police Chief or their designee.

2. All outdoor Storage Uses shall be illuminated entirely every night, from dusk until dawn, in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

D. *Operational Standards for Outdoor, Truck Yard or Truck Terminal, Automobile Parking or Storage and Contractor or Building Materials Storage Yard Uses*.

1. An operations and truck route plan shall be submitted for review and approval as part of the Conditional Use Permit or Plot Plan application as required under Chapters 17.02 and 17.03. The plan shall describe the operational characteristics of the proposed use, including but not limited to, hours of operation, number of employees, types of items to be stored at the site, property maintenance and the proposed truck routing to and from the facility to designated truck routes that avoids passing residential, educational, park and open space intended for public park and recreational use areas to the greatest extent feasible. The plan shall also include physical and operational measures for preventing truck queuing, stopping, and parking on public streets.

2. Storage Uses are subject to all applicable fire, health, safety, and building regulations.

3. Storage is not permitted in required front or street side yards.

4. Caretaking units shall be permitted, provided parking is accommodated on-site.

E. *Performance Measures and Standard Conditions of Approval.*

1. The following measures shall be included as performance measures and standard conditions of approval for all Storage Uses:

a. The queuing of trucks on streets or elsewhere outside of facility shall be prohibited. All queuing, stacking, loading, unloading, and parking shall occur exclusively on-site.

b. The operator of the storage use shall be responsible for implementing and monitoring an operations and truck route plan during all operations, including, but not limited to posting the plan and educating truck drivers on the approved routes.

c. Facilities shall not store any products, goods, materials, or containers outside of any building on-site, except for trucks and trailers associated with the facility, unless such storage is permitted through the entitlement process in accordance with this chapter.

d. Drivers shall not sleep or reside within any vehicle on-site overnight or for any other extended duration of time.

e. Operators shall address any parking, traffic, noise, or safety issues within forty-eight hours of being notified by the city that an issue exists.

f. Prior to the issuance of a Certificate of Occupancy or Business License, any new tenant or operator of a storage facility shall: a) submit an operational plan and trip generation analysis prepared by a licensed traffic engineer for review and approval demonstrating the proposed operations and projected traffic associated with the new tenant or operator is the same or less than the projected traffic assumed in the approved entitlements for the facility; and b) sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility. If the proposed operations and trip generation represent a significant change in operational characteristics or more than ten percent increase in trip generation beyond what was entitled, a modification to the entitlements shall be required prior to the start of operations.

F. *Exempt Uses.*

1. The following uses shall be exempt from the provisions and requirements of this chapter:

a. Vehicle, boat, and recreational vehicle dealerships

b. Temporary seasonal displays (e.g. Christmas tree lots, pumpkin patch lots, etc.)

c. Ancillary or outdoor display by indoor retailers approved as an accessory use.

E. Mini-storage, Mini-warehouse, Self-storage or Public-storage. The following shall apply to Mini-storage, Mini-warehouse, Self-storage or Public-storage uses:

1. Mini-storage, Mini-warehouse, Self-storage or Public-storage uses shall be limited to occupying parcels of irregular shape not suitable for valuable commercial or industrial, job producing uses.

A. *Site Design Standards.*

1. All buildings and structures shall incorporate enhanced architectural treatments on all sides visible from public view. Enhanced architectural treatments include combinations of accent building materials, windows/spandrel glass, reveals, metal eyebrow accents, cornices, etc.

2. Parking shall be provided for the primary use associated with a storage use in accordance with Chapter 17.05 (Off-Street Parking and Loading Standards) of the Beaumont Municipal Code or an applicable specific plan.

3. All passenger vehicle parking lots, drive-aisles, and truck parking areas or truck courts, and outdoor storage areas shall be paved with asphalt or concrete; no areas shall remain unfinished and all areas of a developed site shall be finished with a permanent surface or permanent landscaping materials and irrigation.

4. Sufficient space, including additional overflow areas, shall be provided to accommodate all maneuvering, queuing, stacking, loading, unloading, and parking of vehicles on-site and to avoid queuing, stacking, loading, unloading, and parking of vehicles off-site on adjacent streets.

5. Signage for directional guidance to vehicles entering and exiting the facility shall be provided on-site.

B. *Screening Standards for Mini-storage, Mini-warehouse, Self-storage or Public-storage.*

1. All stored items, including trucks and trailers within truck parking areas and courts, shall be completely screened from public view, by a combination of buildings and/or solid screen walls of either decorative concrete masonry block or decorative concrete tilt-up walls. Decorative masonry block means tan slump stone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. Decorative concrete tilt-up wall means concrete with a combination of paint and raised patterns, reveals, and/or trim lines.
2. Screen walls shall not be located within any required front yard or street side yard building or landscape setback area.
3. All stored items, including trucks and trailers within truck parking areas, shall not exceed the height of the permanent structures or screen walls depending on location of stored items. Screen walls shall be of adequate height to screen on-site uses but not exceed eight feet in height. Mature landscaping shall be required to effectively screen along street frontages any area where the eight-foot screen wall is unable to provide complete screening.
4. Solid walls surrounding storage uses that either at grade or are above the grade of an adjacent street shall incorporate a berm/slope along the entire length of the wall that ensures that no more than eight feet of the wall is visible from public view.

5. A combination of fencing and mature landscaping may be provided in lieu of solid screening walls along the side and rear property lines in areas where the site is not visible to the public. A combination of trees and shrubs shall be provided to ensure adequate screening.

6. Access gates and doors may be constructed of open wrought iron.

7. Anti-graffiti coating or equivalent measure to prevent graffiti shall be provided for all solid screen walls.

C. *Security Standards.*

1. All storage buildings and storage areas shall be secured and incorporate security cameras which maintain recordings to the satisfaction of the Police Chief or their designee.

2. All outdoor storage uses shall be illuminated entirely every night, from dusk until dawn, in compliance with the Chapter 8.50 Outdoor Lighting of the Beaumont Municipal Code.

D. *Operational Standards for Mini-storage, Mini-warehouse, Self-storage or Public-storage Uses*.

1. A property maintenance plan shall be included as part of the Conditional Use Permit or Plot Plan application. The program shall provide for the regular maintenance of building structures, landscaping, and paved surfaces in good physical condition and appearance. The methods and maximum intervals for maintenance of each component shall be specified in the program

2. Storage uses are subject to all applicable fire, health, safety, and building regulations.

3. Storage is permitted in required side and rear yards. Storage is not permitted in required front or street side yards.

4. Caretaking units shall be permitted, provided parking is accommodated on-site.

E. *Performance Measures and Standard Conditions of Approval*.

1. The following measures shall be included as performance measures and standard conditions of approval for all Mini-storage, Mini-warehouse, Self-storage or Public-storage uses:

a. Facilities shall not store any products, goods, materials, or containers outside of any building on-site, except for trucks and trailers associated with the facility.

b. Facilities shall not be used for temporary or permanent residential purposes. No person may sleep or reside within any structure or vehicle on-site overnight or for any other extended duration of time.

c. Operators shall address any parking, traffic, noise, or safety issues within forty-eight hours of being notified by the city that an issue exists.

d. Prior to the issuance of a Certificate of Occupancy or Business License, any new tenant or operator of a storage facility shall: a) sign a statement acknowledging acceptance of all operational conditions of approval associated with the approved entitlements for the facility.

Staff Report

TO: City Council

FROM: Kyle Warsinski, Economic Development Manager

DATE June 15, 2021

SUBJECT: **Second Amendment to the Professional Services Agreement with Townsend Public Affairs in an Amount Not to Exceed $48,000**

Background and Analysis:

On April 17, 2018, the City of Beaumont entered into a 39-month agreement with Townsend Public Affairs covering the remainder of FY2018 and the next three fiscal years ending June 30, 2021. The total cost of these services was originally $4,000 per month totaling $156,000 over the term of the contract. The original contract was amended in July 2020, due to the uncertainty of revenues to the City associated with the COVID-19 pandemic. That amendment changed the monthly fee to $0 per month for the period of July 1, 2020, through June 30, 2021, and the scope of services was revised to solely include State and Federal lobbyist services and removed grant writing and funding advocacy services. The total cost of the services for the 39 months was then adjusted to $108,000, to be billed monthly at a flat rate of $2,000.

Townsend Public Affairs provides the City professional lobbyist services at both the State and National level, provides weekly legislative updates, and identifies current and future grant and other funding opportunities.

The current contract term expires on June 30, 2021, unless extended by the parties with the approval of the City Council. City staff has contacted Townsend Public Affairs and negotiated an extension to the contract for two additional years, with the scope of services remaining unchanged from the current year. Key elements of the Second Amendment are listed below.

- The fee shall be amended to $2,000 per month;
- The term shall be amended to July 1, 2021, through June 30, 2023;
- The scope of services shall be amended to exclude grant writing and funding advocacy services. The scope of services will solely include State and Federal lobbyist service; and

- All other terms and conditions of the agreement, except as set forth herein, shall remain in full force and effect.

Fiscal Impact:

The proposed amendment will result in a cost of $24,000 per year, for a total not to exceed amount of $48,000. The estimated cost to prepare this report is $98.

Recommended Action:

Approve the Second Amendment to the Professional Services Agreement with Townsend Public Affairs for state and federal lobbyist services in an amount not to exceed $48,000.

Attachments:

A. Second Amendment to the Professional Services Agreement with Townsend Public Affairs
B. Original Professional Services Agreement with Townsend Public Affairs dated April 17, 2018

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT (#2)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is made and entered into this 15th day of June, 2021 by and between the City of Beaumont, a municipal government ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant").

R E C I T A L S

A. Client and Consultant have entered into that certain Professional Services Agreement dated as of April 17, 2018 and Amendment #1 dated as of July 1, 2020 (collectively "Agreement").

B. The parties to this Amendment desire to change the term, fee and Scope of Services of the Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Agreement as hereinafter set forth.

1. The fee shall be amended to $2,000 per month.

2. The term shall be amended to July 1, 2021 through June 30, 2023.

3. The Scope of Services shall be amended to exclude Grant Writing and Funding Advocacy Services. The Scope of Services will solely include State and Federal Lobbyist Services.

4. All other terms and conditions of the Agreement, except as set forth herein shall remain in full force and effect.

WHEREFORE, this Amendment is executed by the parties as of the date set forth above.

CLIENT: CITY OF BEAUMONT
a municipal government

By: _____
Todd Parton
City Manager

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

By: _____
Christopher Townsend
President and Secretary

EXHIBIT A
Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 17 day of April, 2018, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and TOWNSEND PUBLIC AFFAIRS, INC whose address is 1401 DOVE STREET, SUITE 330, NEWPORT BEACH, CA 92660 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide State and Federal Lobbyist services and grant writing services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Not with standing anything in this Agreement, this Agreement shall automatically terminate after 39 months unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Lobbying services and any other services which the City may request in writing from time to time. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Richard Harmon as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates,

subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CITY agrees to pay CONTRACTOR the amount as set forth in the Proposal. CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Not with standing anything in this Section 4, total fees and charges paid by CITY under this Agreement shall not exceed amount to be determined as needed without approval by the City Council of CITY.

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

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

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of

the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of

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

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

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

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

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

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

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

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

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

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

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs,

court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

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

CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment

benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable

to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any

manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

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

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

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

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

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

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

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

immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

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

CITY:

CITY OF BEAUMONT

By: _____
Nancy Carroll, Mayor

CONTRACTOR:

TOWNSEND PUBLIC AFFAIRS, INC

By: _____
Christopher Townsend, President

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 15, 2021

SUBJECT: **Third Amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., for Custodial Services for Fiscal Year 2022 in an Amount Not to Exceed $175,000**

Background and Analysis:

In October 2020, the City executed a $23,250 contract with Jan-Pro of Ontario, Inc., (Jan-Pro) for custodial services. This contract was awarded in accordance with Beaumont Municipal Code Chapter 3.01.040, which requires an informal bidding procedure for maintenance work and other general service projects with cost estimates between $45,000 and $175,000 (Attachment A).

On December 1, 2020, City Council approved an amendment to the agreement to add the custodial services of the Police Department and Police Annex (Attachment B). This addition allowed City Grounds Maintenance staff to return to assignments in the field. This amendment was to continue services for the remainder of FY2021.

On April 20, 2021, City Council approved a second amendment to the agreement to add custodial services and a one-time deep cleaning of the Chatigny Recreation Center (CRC) when the City entered into a temporary lease agreement with the County of Riverside for the vaccine clinic (Attachment C). The clinic has since vacated the building, however recreational programming is underway and re-opening of the facility is anticipated in the coming weeks.

On June 1, 2021, City Council adopted the FY2022 City-wide budget, which included an allocation for custodial services. City staff recommends the continuation of service with Jan-Pro of Ontario, Inc., through next fiscal year for custodial services of City-owned facilities.

Fiscal Impact:

The City's costs for custodial services of City-owned facilities are included in the adopted FY2022 budget and allocated under General Ledger 100-6000-7068-0000. The estimated costs to prepare this report is $98.

Recommended Action:

Approve the third amendment to the Agreement for Maintenance Services with Jan-Pro of Ontario, Inc., in an amount not to exceed $175,000 and authorize the City Manager to execute the amendment on behalf of the City, and
Authorize City staff to issue a purchase order in that amount.

Attachments:

A. Agreement for Maintenance Services
B. First Amendment to the Agreement for Maintenance Services
C. Second Amendment to the Agreement for Maintenance Services
D. Third Amendment to the Agreement for Maintenance Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 1st day of October. 2020 by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street. Beaumont, California 92223 and Jan-Pro of Ontario whose address is 3200 Inland Empire Blvd #250, Ontario, CA 91764 ("CONTRACTOR").

RECITALS

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal. Contractor shall commence the Services on or before October 1, 2020 and shall complete the Services no later than December 31, 2020. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

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

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed twenty-three thousand, two hundred and fifty dollars ($23,250.00).

4. Obligations of CONTRACTOR.

4.01 CONTRACTOR shall perform all Services under this Agreement in a good and workman like manner, consistent with the standards generally recognized as being employed by contractors in the State of California. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them.

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Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, CONTRACTOR shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the applicable standard of care. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

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

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

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

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

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

5. Insurance.

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

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amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

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

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

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

6. General Conditions Pertaining to Insurance Coverage

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

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

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

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

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7. Indemnification.

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

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

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

8. Status of CONTRACTOR.

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

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

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

9. Miscellaneous Provisions.

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

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

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

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

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

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

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any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

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

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

Date: 9/24/2020

CONTRACTOR:

By: Kerri Poyle

Print Name: Kerri Poyle

Title: General Manager

Date: 9-17-20

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EXHIBIT "A"

PROPOSAL
(insert behind this page)

Public Record

JAN-PRO®

JAN-PRO OF ONTARIO

Measurable Cleaning. Guaranteed Results.®

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BEAUMONT
CALIFORNIA

Dear Doug,

On behalf of JAN-PRO it is our privilege to submit our formal cleaning proposal for your review today. In situations like this, every vendor wants to show their services in their best light and JAN-PRO is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make us a different type of cleaning partner to our portfolio of over 35,000 global clients every day. Whether you judge us by our reputation, our franchise owner commitment, our unique cleaning processes themselves or by our written service guarantee, we hope you will find JAN-PRO to be a worthy partner for your organization and look forward to addressing any additional questions you may have.

Sincerely,

Kerri Poyle
General Manager

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JAN-PRO®

ABOUT US

Measurable Cleaning. Guaranteed Results.®

Since 1991, we've paved the way in commercial cleaning. Trust, reliability, innovation, and leadership are the core of who we are, and that's how we've become a proven, global brand with the best support and expertise in the business.

We lead the commercial cleaning industry through our

- Lasting client relationships
- Quality service guarantee
- Stable, reliable cleaning owner-operators
- Extensive training program
- Best-in-class cleaning process
- Efficient, eco-friendly technology
- Innovative products & equipment
- Performance evaluation & reporting

We're committed to the deepest, most trustworthy partnerships in commercial cleaning.

So don't let the dirty work keep you from running your business. Trust JAN-PRO for a consistent clean from the same reliable owner-operators every time – guaranteed.

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JAN-PRO AS A BRAND

At JAN-PRO, our reputation sets us apart. We're proud of the relationships we've built and the accomplishments we've achieved:

- #1 Commercial Cleaning Franchise in 2018 and for 10 years by *Entrepreneur* magazine
- #2 Top Low-Cost Franchise to Own Under $50,000 in 2018 by *Entrepreneur* magazine
- #4 Top Fastest-Growing Franchise in 2018 by *Entrepreneur* magazine
- Ranked as a Top Global Franchise in 2018 and for 8 years by *Entrepreneur* magazine
- Ranked as a Top 200 Franchise in 2018 and for 9 years by *Franchise Business Review* magazine
- Ranked as a Top 50 Franchise for Minorities for 7 years by *USA Today* newspaper
- Top 100 Global Franchises for 2018 by *Franchise Direct*
- Ranked as a Top Franchise for Veterans in 2017 by *Entrepreneur* magazine

Entrepreneur FRANCHISE 500 RANKED 2018 #1 in Commercial Cleaning

FRANCHISE DIRECT TOP 100 GLOBAL GLOBAL AWARD 2018

50 2018 Franchisee Satisfaction Awards FranchiseBusinessREVIEW

JAN-PRO was founded in 1991 by a veteran. We created our VetConnection℠ program to serve those who have served our country:

- The VetConnection℠ program is the 1st franchise commercial cleaning program designed specifically around veterans' needs, including veteran discounts and additional incentives on equipment and supplies.
- The VetConnection℠ program helps put veterans in business where they can apply their team skills and other disciplines.

VetConnection JAN-PRO ★ YOUR NEXT MISSION

As a leader in our industry, we're committed to advancing the leaders of tomorrow through the JAN-PRO Your Family First Scholarship® program:

- The JAN-PRO Your Family First Scholarship® program has awarded over $277,000 in scholarships to almost 200 students.
- Through our partnership with Scholarship America, the nation's leading nonprofit scholarship and educational support organization, we help fund college tuition for eligible JAN-PRO candidates.

JAN-PRO Your Family FIRST SCHOLARSHIP

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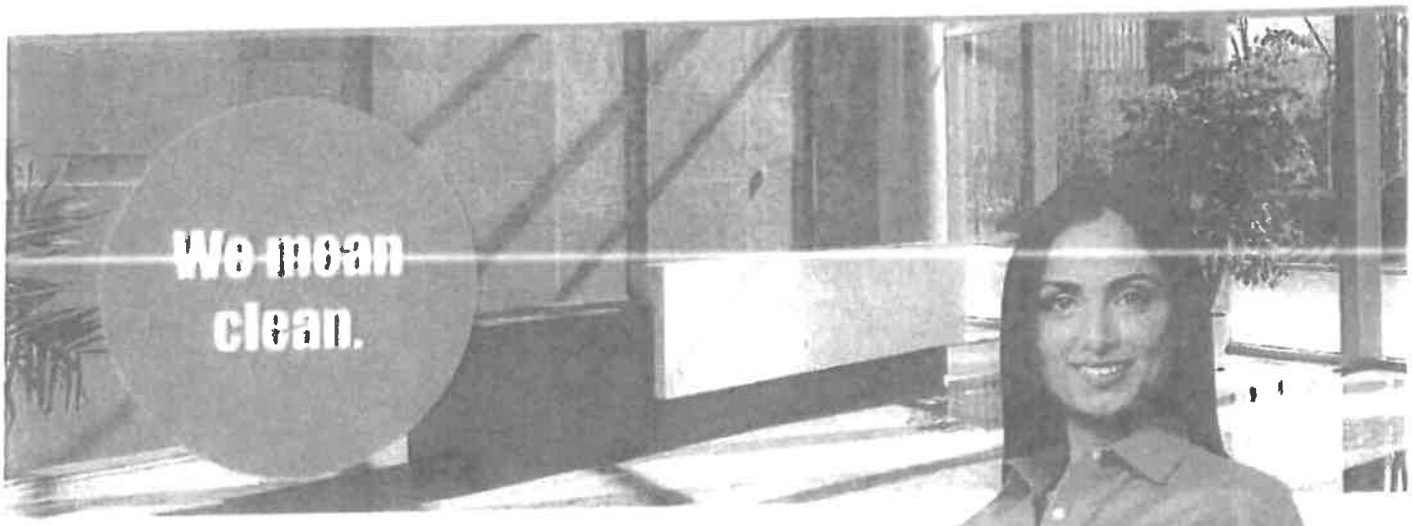
JAN-PRO

OUR GUARANTEE



Every cleaning company promises great service — But only JAN-PRO guarantees it.

The JAN-PRO Guarantee reflects our commitment to the best training, newest technology, most measurable results, and highest quality commercial cleaning service available.

We promise to:

- Complete all regularly scheduled cleaning commitments on time
- Respond to and promptly resolve any service issues within 1 business day
- Schedule a complimentary cleaning if we fail to meet either of these obligations

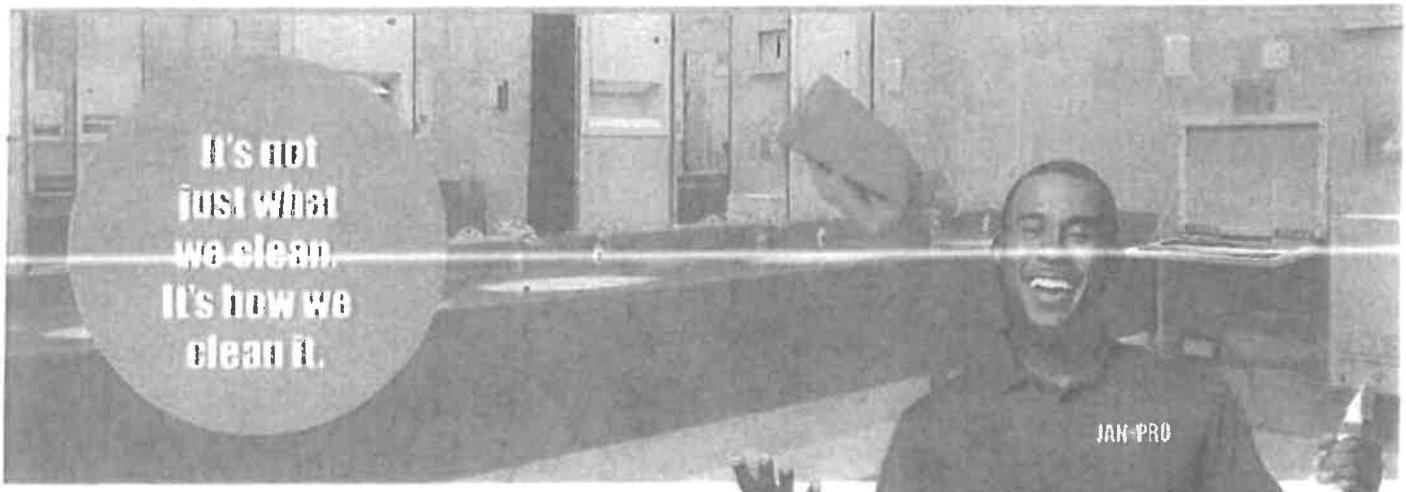
When it's all said and done, we tell you what we do. We do what we say. And you can trust that we mean it – every time.

Trusted. Clean. Guaranteed.

Public Record

JAN-PRO

JAN-PRO SIGNATURE CLEAN®



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable owner-operators – every time.

STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every JAN-PRO professional goes through the most in-depth certification in the industry, ours.

Our 5-week certification program includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Our owner-operators are uniformed, bonded, and insured – so you can trust us to get the job done safely and professionally.

Public Record

JAN-PRO

JAN-PRO TECHNICS® & JAN-PRO TRACKER®

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. We deliver quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.9% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Inspections = Quality Measured

We mean clean – but it's only clean when we confirm it's clean. With our JAN-PRO Tracker® inspections, we routinely check our work and benchmark our results:

- First, we assess your cleaning needs and decide where to focus our expertise.
- After the initial period (usually 30 days), a JAN-PRO field service consultant inspects your property using our 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the inspections continue on a regular schedule.

Public Record

JAN-PRO

SCOPE OF WORK

	Daily
Entrance/Lobbies/ Common Areas/Hallways	• Vacuum and spot clean carpet in high traffic areas. • Wipe and polish all metal surfaces within hand reach. • Empty and clean trash receptacles. • Dust pictures and clean glass if necessary. • Vacuum or brush lobby furniture. • Clean entry glass doors. • Sopot clean doors and walls. • Dust mop and damp mop all hard surface floors. • Damp mop tile using neutral cleaner only.
Offices/ Conference Rooms	• Vacuum all high-traffic areas. • Sweep or dust all exposed concrete, vinyl, asphalt, rubber and similar flooring. Pick up spillage as needed. • Damp mop and thoroughly clean vinyl flooring. • Dust all desks, if cleared. • Remove all gum and foreign matter in sight. • Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin. • Clean all furniture tops. • Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc. • Disinfect and wash clean all water fountains and water coolers in tenant areas.
Kitchen/Break Areas	• Wipe down all counter tops. • Disinfect and clean all water fountains and water coolers. • Wipe down all tables from food debris. • Wipe down outside surfaces of microwaves and refrigerators. • Empty all waste receptacles and replace liners. • Remove waste material to building trash bin. • Sweep and mop floors.
Restrooms	• Wash all floors with germicidal disinfectant and remove all spots and stains. • Wash and polish all mirrors and bright work. • Wash and wipe dry all plumbing fixtures. • Wash and disinfect all toilet seats, both sides. • Scour, wash and disinfect all basins and bowls. • Empty paper towel trash receptacles and dispose in building trash receptacle. Replaced trash liners. • Fill soap dispensers and paper towel dispensers. • Fill toilet tissue dispensers. • Clean and wash receptacles and dispensers.

Public Record

- Remove fingerprints and spots from walls.
- Remove all unauthorized marks and writing from walls, etc.
- Prime all floor drains.
- Report all maintenance problems to building manager (dripping faucets, broken fixtures, etc.)

ADDITIONAL NOTES:

SCOPE OF WORK (cont.)

WEEKLY

Entrance/Lobbies/ Common Areas/Hallways	• Dust and spot clean walls and baseboards. • Clean door jambs.
General Areas/ Conference Rooms	• Disinfect and thoroughly clean all telephones. • Wipe clean all bright work. • Thoroughly vacuum and spot clean all carpeted areas wall to wall. • Remove fingerprints from all painted surfaces near light switches, entrance doors, etc.
Windows	Clean Window sills.
Restrooms	Pour water down floor drains

MONTHLY

General Areas/ Conference Rooms/Offices	• Thoroughly hand dust and wipe clean all furniture, file cabinets, shelving fixtures, picture frames, and all other high or low dusting areas with a chemically treated cloth. • Dust all baseboards with damp cloth. • Vacuum or brush all upholstered furniture. • High dust lighting and ventilating ducts.
Windows	Clean windows and window coverings.
Kitchen/Break Rooms	Refrigerator Clean Out
Restrooms	Dust and clean walls (washed tiled walls and partitions) High dust wall, light fixtures and ventilation grills. .

Public Record

ADDITIONAL NOTES: Masking deodorants will not be used in lieu of disinfectants.

CARPET	• Spot removal • Carpet cleaning
HARD SURFACE FLOORS	• Burnishing • Top scrub and refinish (wax) • Strip and wax • Ceramic Tile Scrub
UPHOLSTERY AND WORKSTATIONS	• Vacuum partitions • Spot removal • Extraction cleaning
WINDOWS	Inside and outside (ground floor only)
LIGHTING	• Cleaning lights and light fixtures • Replacing bulbs

Public Record

JAN-PRO

PROCUREMENT OF SUPPLIES

- Paper products
- Hand soap
- Trashcan liners
- Dispensers and containers
- Other consumable supplies

Public Record

JAN-PRO

CLEANING AGREEMENT

This Agreement is made between New Venture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS Of Ontario ("JAN-PRO) and Beaumont Civic Center ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.

2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.

3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.

4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is $15.00) is assessed on all delinquent accounts over 60 days.

5. This is a month to month agreement.

6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.

7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.

8. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees. agent representatives, franchisees, or former franchisees.

9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO**'s costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO** 's lost revenues for the remainder of the term.

10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.

11. **JAN-PRO** and **JAN-PRO**'s franchisee will each maintain commercial general liability insurance of at least $1,000,000 per occurrence. $2,000,000 in the aggregate automobile liability, coverage of at least $1,000,000 and janitorial bonding of at least $50,000.

12. **JAN-PRO** and **JAN-PRO** franchisee will indemnify **CLIENT** from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT	**JAN-PRO**
BY:	BY: General Manager
NAME:	NAME: Kerri Poyle Kerri Poyle
DATE:	DATE: September 17, 2020

Public Record

JAN-PRO

PRICING AGREEMENT

CLIENT: Beaumont Civic Center

CLEANING LOCATION: 550 East 6th Street, Beaumont, CA 92223

DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work

START DATE:

REGULAR SERVICE	PRICE PER MONTH*
During Business Hours	$7,750.00

5x Weekly Civic Center
3x Weekly Transit Building D
3x Weekly Public Works Building B
2x Weekly Water Treatment Plant
2x Weekly Maintenance Yard
2x Weekly Vehicle Maintenance Yard
2x Weekly Animal Control Building G

SPECIAL SERVICES	PRICE PER SERVICE*
Carpet Cleaning	0.30 Per sq.ft.
Special Service 1	--
Special Service 1	--
TOTAL SPECIAL SERVICES	--

TOTAL COMBINED SERVICES	--

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT

SIGNATURE:

PRINT:

DATE:

JAN-PRO

SIGNATURE: Kerri Poyle

PRINT: Kerri Poyle

DATE: September 17, 2020

Public Record

JAN-PRO

CLEANING AGREEMENT

This Agreement is made between New Venture of San Bernardino LLC d/b/a JAN-PRO CLEANING SYSTEMS Of Ontario ("JAN-PRO) and Beaumont Civic Center ("CLIENT"). CLIENT and JAN-PRO agree that JAN-PRO will begin service at the location(s) identified above and under the below terms.

1. **JAN-PRO** agrees to perform the recurring janitorial services and at the frequencies stated in pricing agreement.

2. **JAN-PRO** will provide all chemicals, equipment, labor, and supervision. **CLIENT** will provide all restroom paper products, hand soap and can liners.

3. **JAN-PRO** will fulfill its obligations under this Agreement through its franchised system. **JAN-PRO** will identify the franchisee selected to service **CLIENT** before the start date of service. Each franchisee has been successfully trained on the **JAN-PRO** methods and procedures and is bound by the terms of this Agreement. **CLIENT** has the right to request a change in franchisee at any time.

4. **JAN-PRO** sends invoices at the beginning of each month for the recurring janitorial services, with payment terms at net 30 days. All additional services are invoiced as incurred, with payment terms at net 15 days. A finance charge of 1.5% per month (minimum is $15.00) is assessed on all delinquent accounts over 60 days.

5. This is a month to month agreement.

6. **CLIENT** agrees to verbally notify **JAN-PRO** of any service issues before **CLIENT** provides any written notification.

7. This Agreement may be terminated for non-performance only and the terminating party must give the other party written notice specifying in detail the nature of any non-performance. The non-terminating party will then have 5 working days to cure to the reasonable satisfaction of the terminating party. If the non-performance is not cured within the 5 working days the terminating party will notify the non-terminating party in writing of the failure to cure, and this Agreement will terminate 30 days after the date of the notice. All written notices must be timely and by overnight courier.

8. **CLIENT** agrees that during the term of this Agreement and for 90 days after the expiration or termination of this Agreement, **CLIENT** will not employ directly or indirectly any **JAN-PRO** employees. agent representatives, franchisees, or former franchisees.

9. In addition to any other rights, **JAN-PRO** may have, if **CLIENT** breaches this Agreement, **JAN-PRO** is entitled to all costs of **JAN-PRO**'s costs of collection, including reasonable attorney fees, paralegal fees, and collection agency fees, in addition to **JAN-PRO** 's lost revenues for the remainder of the term.

10. **JAN-PRO** annually observes the following federally recognized holidays: New Years' Day, MLK Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. **JAN-PRO** will not provide services on these days. Other conditions may apply that preempt a cleaning. No credit will be given for holiday as this is already factored into pricing.

11. **JAN-PRO** and **JAN-PRO**'s franchisee will each maintain commercial general liability insurance of at least $1,000,000 per occurrence. $2,000,000 in the aggregate automobile liability, coverage of at least $1,000,000 and janitorial bonding of at least $50,000.

12. **JAN-PRO** and **JAN-PRO** franchisee will indemnify **CLIENT** from any claims, damages, injury, liability, losses or compensation, whether or injury to person or damage to property as a result of negligence, gross negligence or willful misconduct in performing the services under this Agreement.

By signing below, CLIENT and JAN-PRO agree to the terms of this Janitorial Services Agreement.

CLIENT	**JAN-PRO**
BY:	BY: General Manager
NAME:	NAME: Kerri Poyle Kerri Poyle
DATE:	DATE: September 14, 2020

Public Record

JAN-PRO

PRICING AGREEMENT

CLIENT: Beaumont Civic Center

CLEANING LOCATION: 550 East 6th Street, Beaumont, CA 92223

DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work

START DATE:

REGULAR SERVICE	PRICE PER MONTH
During Business Hours 5x Weekly Civic Center 3x Weekly Transit Building D 3x Weekly Public Works Building B 2x Weekly Water Treatment Plant 2x Weekly Maintenance Yard 2x Weekly Vehicle Maintenance Yard 2x Weekly Animal Control Building G	$7,750.00

SPECIAL SERVICES	PRICE PER SERVICE
Carpet Cleaning	0.30 Per sq.ft.
Special Service 1	--
Special Service 1	--
TOTAL SPECIAL SERVICES	--

TOTAL COMBINED SERVICES	--

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT	**JAN-PRO**
SIGNATURE:	SIGNATURE: Kerri Poyle Kerri Poyle
PRINT:	PRINT: Kerri Poyle
DATE:	DATE: September 14, 2020

Public Record

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

Public Record

JANP-34

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 724-745-1600 Exchange Underwriters, Inc. 2111 N Franklin Dr Ste. 100 Washington, PA 16301 Exchange Underwriters Inc.	CONTACT NAME: Exchange Underwriters Inc. PHONE (A/C, No, Ext): 724-745-1600 FAX (A/C, No): 724-745-0224 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western Surety Company	13188
INSURER B : Ohio Casualty	24074
INSURER C : Ohio Security	24082
INSURER D : American Fire & Casualty Co.	24066
INSURER E : PENN MFG ASSOCIATION	12262
INSURER F :	

INSURED
Commerical Cleaning Solutions Inc.
dba Jan Pro of Riverside
104 A-105
24601 Old Town Front Street
Temecula, CA 92590

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	BKO60050816	11/01/2019	11/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	BA8064027	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			USA60050816	11/01/2019	11/01/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	201901 1033331	11/01/2019	11/01/2020	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Third Party Bond			69767974	11/01/2019	11/01/2020	Limit	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached.

CERTIFICATE HOLDER

EVIDENC

City Of Beaumont
550 E. 6th Street
Beaumont, CA. 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan L. Kuman

ACORD 25 (2016/03)
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Public Record

NOTEPAD:

HOLDER CODE EVIDENC JANP-34 PAGE 2

INSURED'S NAME Commerical Cleaning Solutions Inc. OP ID: SK Date 10/11/2019

Certificate holder is named as Additional Insured as respects to General Liability and Automobile Liability re: Jan-Pro billed contracts only. Participating franchisees are covered for General Liability, Workers Compensation and Bond. Insured's General Liability is primary and non-contributory to additional insured's insurance. Waiver of subrogation in favor of Additional Insured's where required by written contract. 30 day notice of cancellation applies the policy CBP9883868. Umbrella policy to follow form over the General Liability, Automobile Liability and Workers Compensation policies.

Public Record

FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES ("Amendment") effective as of December 1, 2020 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY"), and New Venture of San Bernardino, LLC, a California limited liability company dba Jan-Pro Cleaning Systems of Ontario ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into that certain Agreement for Maintenance Services dated October 1, 2020.

B. CITY and CONTRACTOR wish to extend the term of the Agreement and add the Police Department premises scope of work.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTIONS 1 AND 3 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT

This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal attached to the original Agreement and as attached hereto as Exhibit "A" (collectively the "Proposal"). Contractor shall commence the Services on or before October 1, 2020 and shall complete the Services no later than June 30, ~~2020~~. 2021 Notwithstanding the foregoing or anything to the contrary in the Proposal, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

3. COMPENSATION

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed sixty-three thousand ninety dollars ($63,090).

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures. The Recitals to this Amendment are made a part of this Amendment by this reference. Terms purportedly binding on the City in the Proposal that are in addition to or that conflict with the terms of the Agreement as amended by this Amendment are not binding on the City.

Public Record

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

CONTRACTOR:

JAN-PRO OF ONTARIO

By: _____

Print Name: Patricia Gibson

Title: General Manager

Public Record

SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES ("Amendment") effective as of March 22, 2021 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY"), and New Venture of San Bernardino, LLC, a California limited liability company dba Jan-Pro Cleaning Systems of Ontario ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into that certain Agreement for Maintenance Services dated October 1, 2020.

B. CITY and CONTRACTOR entered into an Amendment for that certain Agreement for Maintenance Services dated December 1, 2020.

B. CITY and CONTRACTOR wish to extend the term of the Agreement and add the Community Recreation Center premises scope of work.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTIONS 1 AND 3 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT

This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal attached to the original Agreement and as attached hereto as Exhibit "A" (collectively the "Proposal"). Contractor shall commence the Services on or before March 22, 2021 and shall complete the Services no later than June 30, 2021. Notwithstanding the foregoing or anything to the contrary in the Proposal, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

3. COMPENSATION

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed seventy-three thousand nine-hundred twenty-two and twenty-six cents ($73,922.26).

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures. The Recitals to this Amendment are made a part of this Amendment by this reference. Terms purportedly binding on the City in the Proposal that are in addition to or that conflict with the terms of the Agreement as amended by this Amendment are not binding on the City.

Public Record

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

CONTRACTOR:

JAN-PRO OF ONTARIO

By: Patricia Gibson

Print Name: Patricia Gibson

Title: General Manager 4/27/2021

Public Record

EXHIBIT "A"
(ATTACH PROPOSAL FOR CHATIGNY COMMUNITY RECREATION CENTER PREMISES)

Public Record

JAN-PRO

JAN-PRO FRANCHISING INTERNATIONAL, LLC JAN-PRO.COM

PRICING AGREEMENT

CLIENT: Beaumont Community Recreation Center

CLEANING LOCATION: 1310 Oak Valley Pkwy
Beaumont, CA 92223

DESCRIPTION OF CLEANABLE AREA: See attached Scope of Work

START DATE:

	PRICE PER MONTH*
After Business Hours	**$2490.00**

Vaccine Clinic 5X per week Mon-Friday
$2490.00

Gym, gym area restrooms, stage, office by stage, front lobby and lobby restrooms

Deep Cleaning of Entire Building	**$2800.00**
Special Service 1	--
Special Service 1	--
TOTAL SPECIAL SERVICES	--
TOTAL COMBINED SERVICES	--

NOTES:

- Pricing is valid for 30 days from the proposal date unless specifically extended by JAN-PRO at its sole discretion.
- Holidays (days not serviced): New Year's, MLK Day, Labor Day, Memorial Day, Thanksgiving Day, Independence Day & Christmas Day
- **By executing this Agreement, the parties agree to be bound by these terms and the conditions set forth in the accompanying Janitorial Services Agreement.**

CLIENT	**JAN-PRO**
SIGNATURE:	SIGNATURE: *Patricia Gibson*
PRINT:	PRINT: Patricia Gibson
DATE:	DATE: April 8, 2021

Public Record

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Diane Merrick
Exchange Underwriters, Inc 2111 N Franklin Dr Ste. 100 Washington PA 15301	PHONE (A/C, No, Ext): 724-745-1600 FAX (A/C, No): 724-745-0224 E-MAIL ADDRESS: dmerrick@exchangeunderwriters.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western Surety Company/	13188
INSURER B : PENN MFG ASSOCIATION	12262
INSURER C : Ohio Casualty	24074
INSURER D : American Fire & Casualty Co.	24066
INSURER E : Ohio Security	24082
INSURER F :	

INSURED JANP-34

Commercial Cleaning Solutions Inc.
dba Jan-Pro of Riverside
Suite 205
3200 East Inland Empire Blvd.
Ontario CA 91764

COVERAGES **CERTIFICATE NUMBER:** 824086108 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	Y	Y	BKO60050816	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X 1,000						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	Y	Y	BAS60050816	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB X OCCUR		Y	USA60050816	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	202001 1033331	11/1/2020	11/1/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Third Party Bond			69767974	11/1/2020	11/1/2021	Limit	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as Additional Insured as respects to General Liability and Automobile Liability re: Jan-Pro billed contracts only. Participating franchisees are covered for General Liability, Workers Compensation and Bond. Insured's General Liability insurance is primary and non-contributory to Additional Insured's insurance. Waiver of subrogation in favor of Additional Insured re: General Liability, Automobile Liability, Workers Compensation and Umbrella Liability where required by written contract. Umbrella policy to follow form over the General Liability, Automobile Liability and Workers Compensation policies.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan A Kernan

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THIRD AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES ("Amendment") effective as of July 1, 2021, is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY"), and New Venture of San Bernardino, LLC, a California limited liability company dba Jan-Pro Cleaning Systems of Ontario ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into that certain Agreement for Maintenance Services dated October 1, 2020.

B. CITY and CONTRACTOR entered into an Amendment for that certain Agreement for Maintenance Services dated December 1, 2020.

C. CITY and CONTRACTOR entered a Second Amendment to extend the term of the Agreement and add the Community Recreation Center premises scope of work dated March 22, 2021.

D. CITY and CONTRACTOR wish to extend the term of the Agreement to June 20, 2022.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTION 1 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT

This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal attached to the original Agreement and as attached hereto as Exhibit "A" (collectively the "Proposal"). Contractor shall commence the Services on July 1, 2021, and shall complete the Services no later than June 30, 2022. Notwithstanding the foregoing or anything to the contrary in the Proposal, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

CITY:	**CONTRACTOR:**
CITY OF BEAUMONT	JAN-PRO OF ONTARIO
By: _____ Todd Parton, City Manager	By: _____ Print Name: _____ Title: _____

Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE June 15, 2021

SUBJECT: **First Amendment to the Agreement for Maintenance Services with Turboscape, Inc., in an Amount Not-To-Exceed $150,000 for City-wide Mulching**

Background and Analysis:

In August 2020, City staff contacted several landscape maintenance contractors that specialized in the sale, delivery, and installation of wood mulch. Wood mulch is needed throughout the City to minimize weed growth and add a positive aesthetic appearance to the landscaped areas.

At that time, three companies responded to the request and submitted quotes based on a rate per yard of mulch. Amounts received varied from $36 per yard to $50 per yard of installed mulch. After reviewing the quotes, the individual contractors were contacted to ascertain their ability to handle the installation of large quantities of mulch in a timely manner. It was determined that the lowest, most responsive bidder that could best meet the delivery needs of the City is Turboscape, Inc.

On September 15, 2020, City Council approved an agreement for maintenance services to Turboscape, Inc., in an amount not-to-exceed $100,000 and a termination date of June 30, 2021 (Attachment A). This contract was awarded in accordance with the Beaumont Municipal Code Chapter 3.01.040, which requires an informal bidding procedure for maintenance work and other general service projects with cost estimates between $45,000 and $175,000.

On June 1, 2021, City Council adopted the FY2022 City-wide budget, which included an allocation for mulching throughout the City's parks and rights-of-way. City staff recommends that City Council continue a maintenance services agreement with Turboscape, Inc., through next fiscal year for City-wide mulching services.

Fiscal Impact:

Mulching installation costs are included in the adopted FY2022 budget and allocated under account 100-6050-7070-0000. The estimated costs to prepare this staff report is $340.

Recommended Action:

Approve the first amendment to the Agreement for Maintenance Services for wood mulch installation to Turboscape, Inc., in an amount not-to-exceed $150,000 and authorize the City Manager to execute the amendment on behalf of the City; and
Authorize City staff to issue a purchase order in that amount.

Attachments:

A. Agreement for Maintenance Services
B. First Amendment to the Agreement for Maintenance Services

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective as of the 15th day of September, 2020 by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Turboscape. Inc. whose address is P.O. Box 1062, Lake Elsinore. CA 92531 ("CONTRACTOR").

RECITALS

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal. Contractor shall commence the Services on or before September 15. 2020 and shall complete the Services no later than June 30. 2021. Notwithstanding the forgoing, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provide prior to termination.

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

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed one hundred thousand dollars ($100.000.00).

4. Obligations of CONTRACTOR.

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

Public Record

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

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

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

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

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

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

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

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

Public Record

each such person.

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

6. General Conditions Pertaining to Insurance Coverage

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

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

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

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

7. Indemnification.

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

a. To the fullest extent permitted by law, CONTRACTOR shall

Public Record

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

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

8. Status of CONTRACTOR.

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

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

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

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and

Public Record

all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.9.02

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

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

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

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

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

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

[signatures on following page]

Public Record

CITY:

CITY OF BEAUMONT

By: _____

Todd Parton, City Manager

Date: 9/24/2020

CONTRACTOR:

By: R Metayer

Print Name: Rebecca Metayer

Title: Office Manager

Date: 9-18-20

Public Record

EXHIBIT "A"

PROPOSAL
(insert behind this page)

Public Record

Turboscape, Inc.
PO Box 1062
Lake Elsinore, CA 92531
US
866-887-2672
rebecca@turboscape.com

ADDRESS
City of Beaumont
1310 Oak Valley Parkway
Beaumont, CA 92223

SHIP TO
Beaumont, CA

Estimate 3882

DATE 08/14/2020

SHIP VIA
Blower Truck

SALES REP
Clint

WAGE TYPE
Prevailing Wage

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Died Brown Wood Chips Supply, Deliver, and Install	2,222	45.00	99,990.00

We look forward to doing business with you.
DIR# 1000014997

TOTAL **$99,990.00**

Accepted By

Accepted Date

Estimates: Pricing expires after 90 days.

Public Record

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS
(insert behind this page)

Public Record

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
(WC) Heffernan Insurance Brokers
1350 Carlback Avenue
Walnut Creek CA 94596

License#: 0564249

CONTACT NAME: Laurel Hammack
PHONE (A/C, No, Ext): 925-934-8500
FAX (A/C, No): 925-934-8278
E-MAIL ADDRESS: laurelh@HeffINS.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Everest Premier Insurance Company — 16045
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Turboscape, Inc.
PO Box 1062
Lake Elsinore CA 92531
TURBINC-01

COVERAGES **CERTIFICATE NUMBER:** 653910924 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) $
							MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $
	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG $
	OTHER:						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	DED RETENTION $						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	7600019370201	5/1/2020	5/1/2021	X PER STATUTE / OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A						E.L. EACH ACCIDENT $ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $ 1,000,000
							E.L. DISEASE - POLICY LIMIT $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required.

CERTIFICATE HOLDER

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-2020 Policy No. 7600019370201 Endorsement No. 001

Insured TURBOSCAPE INC Premium $ INCL .

Insurance Company **EVEREST PREMIER INSURANCE COMPANY**

Countersigned By _____

- 1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

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INSURED COPY

TURBINC-01 SULBE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Universal Business Insurance, Inc.
P.O. Box 709210
Sandy, UT 84070

CONTACT NAME: Becky Sullivan
PHONE (A/C, No, Ext): (801) 984-6027 FAX (A/C, No):
E-MAIL ADDRESS: bsullivan@ubinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Co.	20508
INSURER B: The Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Turboscape, Inc.
P.O. Box 1062
Lake Elsinore, CA 92531-1062

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE [X] OCCUR	X	X	6023818443	12/29/2019	12/29/2020	DAMAGE TO RENTED PREMISES (Ea occurrence) $	500,000
							MED EXP (Any one person) $	15,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO	X	X	6023818426	12/29/2019	12/29/2020	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
	X Hired Phys Dmge X $250 Deductible						$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE $	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE $	
	DED RETENTION $						$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT $	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	
							E.L. DISEASE - POLICY LIMIT $	
A	Equipment Floater			6023818443	12/29/2019	12/29/2020	$1,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Beaumont, its officers, agents, employees, representatives and volunteers are an additional insured for the general liability and auto liability of the Named Insured as required by written contract, subject to policy terms and conditions. Waiver of subrogation applies on the general liability, and auto liability coverage as required by written contract, subject to policy terms and conditions. Forms attached. Forms attached

CERTIFICATE HOLDER
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury, property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard.**

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE:**

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard.** This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract;**

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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Contractors' General Liability Extension Endorsement

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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Contractors' General Liability Extension Endorsement

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured.**

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c)** and **(d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. **Damage to Property**

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work.**

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard.**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury.** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured.**

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability.**

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

   d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

   So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional Insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

VALLEY FORGE INSURANCE COMPANY
Insured Name: TURBOSCAPE, INC.

Policy No: 6023818443
Endorsement No: 3
Effective Date: 12/29/2019

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Business Auto Policy
Policy Endorsement

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) Bodily Injury or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos.**

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident.**

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

   a. An **auto** owned by that "executive officer" or a member of that person's household; or

   b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

   Such Liability and/or Physical Damage Coverage as is afforded by this provision.

   (1) Equal to the greatest of those coverages afforded any covered **auto**; and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss.**

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss.**

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily Injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Business Auto Policy
Policy Endorsement

ECONOMIC AND TRADE SANCTIONS CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following condition is added to the COMMON POLICY CONDITIONS:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or **suit** that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or **suit** that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Business Auto Policy
Policy Endorsement

CALCULATION OF PREMIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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Business Auto Policy
Policy Endorsement

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

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"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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Business Auto Policy
Policy Endorsement

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

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(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

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However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or

(2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

   We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. **Residential Property**

   This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

   Commercial Property Coverage Part

   Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

   a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

   b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

      However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

      (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

      (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

      (3) We have:

         (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

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(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or

(2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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TURBINC-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Becky Sullivan
Universal Business Insurance, Inc. P.O. Box 709210 Sandy, UT 84070	PHONE (A/C, No, Ext): (801) 984-6027 FAX (A/C, No): E-MAIL ADDRESS: bsullivan@ubinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Co.	20508
INSURER B : The Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Turboscape, Inc.
P.O. Box 1062
Lake Elsinore, CA 92531-1062

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6023818443	12/29/2020	12/29/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Hired Phys Dmge X $250 Deductible	X	X	6023818426	12/29/2020	12/29/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Equipment Floater			6023818443	12/29/2020	12/29/2021	$1,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Beaumont, its officers, agents, employees, representatives and volunteers are an additional insured for the general liability and auto liability of the Named Insured as required by written contract, subject to policy terms and conditions. Waiver of subrogation applies on the general liability, and auto liability coverage as required by written contract, subject to policy terms and conditions. Forms attached. Forms attached

CERTIFICATE HOLDER

City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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Contractors' General Liability Extension Endorsement

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6023818443
Endorsement No: 3
Effective Date: 12/29/2019

VALLEY FORGE INSURANCE COMPANY
Insured Name: TURBOSCAPE, INC.

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Business Auto Policy
Policy Endorsement

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) Bodily injury or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. **Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. **PHYSICAL DAMAGE COVERAGE**

A. **Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. **Transportation Expenses**

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. **Loss of Use Expenses**

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. **Hired "Autos"**

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. **Airbag Coverage**

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

   a. An **auto** owned by that "executive officer" or a member of that person's household; or

   b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos.**

   Such Liability and/or Physical Damage Coverage as is afforded by this provision.

   (1) Equal to the greatest of those coverages afforded any covered **auto**; and

   (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

   Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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Business Auto Policy
Policy Endorsement

ECONOMIC AND TRADE SANCTIONS CONDITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following condition is added to the COMMON POLICY CONDITIONS:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or **suit** that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or **suit** that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Business Auto Policy
Policy Endorsement

CALCULATION OF PREMIUM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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Business Auto Policy
Policy Endorsement

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

   A. Under any Liability Coverage, to "bodily injury" or "property damage":

      (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

      (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

   B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

   C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

      (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

      (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

      (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

   "Hazardous properties" includes radioactive, toxic or explosive properties.

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"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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Business Auto Policy
Policy Endorsement

CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

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(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

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However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or

(2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

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(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part - Causes Of Loss - Special Form; or

(2) Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.**, to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE SERVICES ("Amendment") effective as of June 15, 2021 is entered into by the CITY OF BEAUMONT, a municipal corporation ("CITY"), and Turboscape, Inc. whose address is P.O. Box 1062, Lake Elsinore, CA 92531 ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into that certain Agreement for Maintenance Services dated September 15, 2020.

B. CITY and CONTRACTOR wish to extend the term of the Agreement and compensation to June 30, 2022.

NOW THEREFORE, THE PARTIES AGREE TO AMEND SECTIONS 1 AND 3 OF THE AGREEMENT TO READ AS FOLLOWS:

1. TERM OF AGREEMENT

This Agreement is effective as of the date first above written and shall continue until completion of the services ("Services") provided for in the Proposal attached to the original Agreement and as attached hereto as Exhibit "A" (collectively the "Proposal"). Contractor shall commence the Services on or before July 1, 2021 and shall complete the Services no later than June 30, 2022. Notwithstanding the foregoing or anything to the contrary in the Proposal, City may terminate this Agreement upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

3. COMPENSATION

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed one-hundred fifty thousand and no cents ($150,000.00).

The parties have caused this Amendment to be executed by their duly authorized representatives as of the dates set forth below their respective signatures. The Recitals to this Amendment are made a part of this Amendment by this reference. Terms purportedly binding on the City in the Proposal that are in addition to or that conflict with the terms of the Agreement as amended by this Amendment are not binding on the City.

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

CONTRACTOR:

TURBOSCAPE, INC.

By: _____

Print Name: _____

Title: _____

Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE June 15, 2021

SUBJECT: **Authorize the Purchase of a John Deere 310SL Backhoe with RDO Equipment Company in an Amount Not to Exceed $149,469.59**

Background and Analysis:

The Streets Division of the Public Works Department utilizes the department's existing backhoe for various tasks such as sinkhole restorations, construction of curb, gutter, and sidewalk; asphalt repairs, cleanups due to traffic collisions with City streetlights and other utility poles, downed trees, trash pickup and loading of dumpsters, alley grading, storm related cleanups, and various other tasks.

The existing backhoe has more than 4,700 hours and has reached the end of its useful life. It is frequently in need of substantial repairs which are not only costly, but equipment downtime detracts from City staff's ability to adequately provide required maintenance and construction.

City staff has obtained a quote to purchase a new John Deere backhoe from RDO Equipment Company (Attachment A). John Deere is registered with Sourcewell, which is a public agency that offers competitively solicited, cooperative contracts for the purchase of products and services to government, education, and nonprofit organizations (Attachment B). The John Deere 310SL backhoe has a list price of $226,531.96 with requested attachments. Utilizing the Sourcewell contract, the price is discounted 46% for a total of $149,469.59.

Fiscal Impact:

The one-time cost for the purchase of the John Deere backhoe is $149,469.59 and will be paid for from the Equipment Replacement and Internal Service Fund (505-0000-8040-0000) approved by City Council May 18, 2021. The estimated cost to prepare this report is $195.

Recommended Action:

Approve and authorize the issue of a purchase order to RDO Equipment Company for one (1) John Deere 310SL backhoe in the amount of $149,469.59.

Attachments:

A. Retail Purchase Order
B. John Deere Sourcewell Vendor License

Retail Purchase Order

RDO Equipment Co.
20 Iowa Avenue
Riverside CA, 92507
Phone: (951) 778-3700 - Fax: (951) 778-3746

WARNIN
Warning: Cancer and Reproductive Harm.
For more Information go to:
www.P65Warnings.ca.gov

Bill To:
CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT, CA, 922232253
RIVERSIDE ()
(951) 572-3236

Ship To:
CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT, CA, 922232253
(951) 572-3236

Purchase Order Date:	3/2/2021
Purchase Order #:	1417614
Purchaser Account #:	8524015
Customer Purchase Order #:	TBD
Customer Sales Tax Exempt #:	None
Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Underground - Sewer/Water
Location of First Working Use:	BEAUMONT, CA, 922232253
Dealer Account Number:	177637
Sales Professional:	Ryan Hernandez
Phone:	(951) 675-5654
Fax:	(951) 778-3746
Email:	ARHernandez@rdoequipment.com

Equipment Information

Quantity	Serial Number / Stock Number	Hours (approx.)	Status / Year / Make / Model / Additional Items	Cash Price
1	TBD TBD	0	New 2021 JOHN DEERE 310SL	$198,134.43
			Freight in FACTORY NFREIGHT	$2,722.00
			Freight Out DELIVER TO CUSTOMER	$550.00
			Prep / Reconditioning PDI/EINS/SALES WASH/INSTALL CPLR	$1,960.00
			After Sales Labor INSTALL THUMB	$2,866.00
			PM Essential Final Tier 4 - 0 - 3000 Hours	$10,310.32
			Customer Discount NJPA CONTRACT #032515-JDC IS 46% OFF BASE LIST PRICE CUST #130043	($87,078.00)
			Warranty -John Deere Power Train & Hyd.-60 Months, 5000 Hours,Deductible: 0, Exp Date: 3/2/2026	$4,717.00
1	TBD TBD	0	Attachment - New 2021 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE CQ2030M0010	$998.85
1	TBD TBD	0	Attachment - New 2021 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE 08HQ024-E00-GTK22S5-PR-030	$986.16
1	TBD TBD	0	Attachment - New 2021 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE 310JTHUMB	$3,287.20
			Equipment Subtotal:	**$139,453.96**

Purchase Order Totals

Balance:	$139,453.96
Total Taxable Amount:	$129,143.64
CA STATE TAX:	$7,748.62
CA COUNTY TAX:	$322.86
CA SPECIAL TAX:	$1,937.15
Sales Tax Total:	$10,008.63
CA Tire Fee:	$7.00
Sub Total:	$149,469.59
Cash with Order:	$0.00
Balance Due:	**$149,469.59**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as “Trade In” to the Dealer at or prior to the time of delivery of the above Product(s), as a “trade-in” to be applied against the cash price. Purchaser represents that each “trade-in” item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each “trade-in” item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer.Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT Use of John Deere Data Services(“Services”), if applicable, and all rights and obligations of John Deere and the Purchaser(or “Customer” as identifiedin the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry CompanySubscriptions &Data Services Dealer Agreement and/ or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms andconditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the “Purchaser”) hereby orders the product (the “Product”) described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in “AS IS” condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

_____ (Customer's Signature)

_____ (Date Accepted)

_____ (Authorized Signature of Dealer)

_____ (Date Accepted)

Delivery of Equipment Acknowledgement:

_____ (Customer's Signature)

_____ / _____ / _____ Date Accepted

Standard Warranty Acknowledgement:

_____ (Delivered On)

_____ (Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

_____ (Customer's Intials)

_____ ({deal owner's title}'s Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2021 JOHN DEERE 310SL	0A81T 310SL HL BACKHOE LOADER 1065 ENGINE FT4 170C JDLINK 5YR TEMP LICENSE 50HR 2035 CAB STANDARD 2401 DECAL & PACKET ENGLISH 3095 AXLE MFWD W/LIM SLIP & AUTO 4891 TIRE FS21L-24,FS12.5/80-18 5285 CONTROL PILOT 5400 COUPLER LESS 5600 LESS BUCKET W/PINS 6020 DIPPER EXTENDABLE 6230 HYD,AUX W/2WAY FLOW, THUMB 7080 LDR 1 LEVER HYD W/INT AUX 7685 LDR BKT 1.3CY MULTI P BKT92" 8455 COUNTERWEIGHT 750LB. 8685 BATTERY DUAL W/JUMP POST 9045 CHROME EXHAUST 9060 MIRRORS INTERIOR 9115 RIDE CONTROL 9116 ROOF W/LED LIGHTS 9505 GUARD FULL MFWD 9515 FLUID SAMPLING 9905 STROBE & HARDWARE 9917 RADIO BASIC PACKAGE 9919 SUN VISOR 9920 MIRRORS EXTERIOR REAR VIEW 2 9947 HEAVY DUTY STABILIZER PAD 9965 SEAT CLOTH AIR SUSPENSION
1	TBD	2021 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE CQ2030M0010	CQ2030M0010 COUPLER
1	TBD	2021 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE 08HQ024-E00-GTK22S5-PR-030	08HQ024-E00-GTK22S5-PR-030 24" BUCKET
1	TBD	2021 PALADIN BRANDS(ATI,BRADCO,MCMILLEN,THE 310JTHUMB	MAIN PIN THUMB MAIN PIN THUMB

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products*:** 12 months Full Machine Standard Warranty
- ***** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other

person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is

reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Sourcewell

Sourcewell Awarded Contract

John Deere

Heavy Construction Equipment

#032119-JDC

Maturity Date: 05/13/2023

Products & Services

Products & Services

Sourcewell contract 032119-JDC gives access to the following types of goods and services:

- Articulated dump trucks
- Backhoes
- Compact excavators
- Compact track loaders
- Compact wheel loaders
- Crawler loaders
- Dozers
- Excavators
- Motor graders
- Skid steers
- Tractor loaders
- Wheel loaders

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE June 15, 2021

SUBJECT: **Authorize the Purchase of a Ditch Witch HX50 Vacuum Excavator with Ditch Witch West in an Amount Not to Exceed $73,050.23**

Background and Analysis:

The Streets Division of the Public Works department is responsible for maintenance of storm drain infrastructure throughout the City. These responsibilities include the cleaning and removal of debris from catch basins, storm drain pipes, culverts, and various other related appurtenances.

Street maintenance crews currently lack the appropriate equipment to effectively maintain the City's storm drain infrastructure. City staff is requesting authorization to purchase a trailer mounted vacuum excavator. The vacuum excavator will allow maintenance crews to remove sediment and debris from City infrastructure in a more timely, efficient, and thorough manner. The acquisition of a vacuum excavator will assist in remaining compliant with the City's Municipal Separate Storm Sewer System permit requirements, and ensures that storm drain infrastructure is operating as efficiently as possible which is crucial, especially with the potential for increased runoff from the recent Apple and El Dorado fires.

City staff requested quotes from three vendors for a vacuum excavator provided in Attachment A. All three quotes were also field demonstrated to maintenance crews to assess effectiveness. The Ditch Witch HX50 outperformed the other vacuums in performance and capacity (spoil and water) and is recommended for acquisition.

Fiscal Impact:

The one-time cost for the purchase of the Ditch Witch is $73,050.23 and will be paid for from the Equipment Replacement and Internal Service Fund (505-0000-8040-0000) approved by City Council May 18, 2021. The estimated cost to prepare this report is $195.

Recommended Action:

Approve and authorize the issue of a purchase order to Ditch Witch West for one (1) Ditch Witch HX50 Vacuum Excavator in the amount of $73,050.23.

Attachments:

A. Quote – Ditch Witch
B. Quote – Ring-O-Matic
C. Quote – Vermeer and Procast

Martin Gutierrez

From: Dave Parra <dparra@ditchwitchwest.com>
Sent: Wednesday, April 28, 2021 7:27 AM
To: Martin Gutierrez
Subject: Revised quote HX50-800, VT24
Attachments: City of Beaumont HX50 VT24 Sum 4-26-21.pdf

Martin
Good morning. Attached is the revised quote for the HX50-800, VT24.
Brief basic spec's:

- 49HP Kubota diesel engine Tier 4Final
- Cyclonic air filtering system with easy access for maintenance
- 1000 CFM blower
- 800 gallon debris tank, 400 gallons fresh water
- No boom
- 4" hosing, 3" suction tube
- Hosing storage inside frame, keeps hose straight and easily accessible
- 6" dump valve
- Rear curbside controls for debris tank and door, increases safety & visibility
- Operator controls curbside for operator safety
- Heavy Duty trailer package, 24,000GVWR with hydraulic jack.

Thank you for the opportunity to demonstrate my machine. Hopefully we can be of further service to you.

Dave Parra
Ditch Witch

Ditch Witch West
A PAPÉ COMPANY

David Parra
Territory Manager

Phone: 951-735-7510
Cell: 909-208-3026
E-Mail: dparra@ditchwitchwest.com

DITCH WITCH WEST (CORONA, CA)

1201 EAST 6TH STREET
CORONA, CA 92879-1657
Phone 951-735-7510
Fax 951-735-8480

City of Beaumont
Attn: Martin Gutierrez
550 E. 6th St.
Beaumont, CA 92223
951-769-8520

Quote: 50300046
Date: 04/26/2021
Salesperson: Dave Parra
Mobile: 909-208-3026
E-Mail: dparra@ditchwitchwest.com

Price Quote

Quote valid for: 30 days

HX50-800 VAC, VT24

Featuring superior power and versatility, the Ditch Witch® HX50 is equipped with a 49-hp Kubota® diesel engine to support all machine functions – from potholing and small-slot trenching applications to HDD fluid and jobsite debris cleanup. The Ditch Witch® HX50 basic unit includes the following: insulated engine enclosure, cylinder assist dumping system, hydraulic door, wash wand kit and antifreeze kit.

Item	Qty	Part Number	Description
10	1	HX50	HX50
20	1	190-2506	PROSPECTOR ASSEMBLY, W/48" LANCE,#5 NOZZ
30	3	SETUP-CHARGE	Setup Charge
40	1	190-2385	TRAILER TONGUE TOOLBOX
50	1	350-3060	REAR WORK LIGHTS
60	1	350-3061	TRAFFIC CONE STORAGE
70	1	025-1034	VT24 800 GAL HEAVY TRAILER

Subtotal	$	90,238.50
Discount	-$	17,188.27
Subtotal before Tax	$	73,050.23
		US Dollars

Item	Qty	Part Number	Description
10	1	HX50	HX50
With the following configuration:			
Spoils Tank			800 Gallon
Water Tank			400 Gallons
Reverse Flow			Yes
Hose and Tooling			4 Inch
Accessories			Prospector Digging Lance
Accessories			Rear Work Lights
Accessories			Traffic Cone Storage
Vac Boom			None
Filter			Cyclonic Separator
Controls			Right Hand Traffic
Trailer Model			VT24
Trailer Jack			Hydraulic
Decals			English
Quiet Package			No
Weight Display			800G
Doors			Front Hinged Doors

NOTES: Quoted price is plus all applicable sales, use, excise or tire taxes, and DMV Fees. Registration and fees for any unit subject to California Air Resource Board regulation, is customer responsibility.

HX50 VACUUM EXCAVATOR SPECIFICATIONS

	U.S.	METRIC
DIMENSIONS	**800 GAL SPOILS/200 GAL WATER**	
Length	269.4 in	6.84 m
Width	96 in	2.44 m
Height	88.2 in	2.24 m
Weight, empty	9,600 lb	4354 kg
Trailer GVWR	20,000 lb	9072 kg
DIMENSIONS	**800 GAL SPOILS/400 GAL WATER**	
Length	269.4 in	6.84 m
Width	96 in	2.44 m
Height	88.7 in	2.25 m
Weight, empty	10,428 lb	4730 kg
Trailer GVWR	24,000 lb	10886 kg
POWER		
Engine	Kubota® D1803-CR-TE4B	
Fuel	Diesel	
Cooling medium	Liquid	
Aspiration	Direct	
Number of cylinders	3	
Manufacturer's gross power rating	49.6 hp	37 kW
Emissions compliance	EPA Tier 4	EU Stage IIIB
Rated speed	2,700 rpm	
FLUID CAPACITY		
Fuel tank capacity	30 gal	113.6 L
Engine oil	8 qt	7.6 L
Hydraulic reservoir	10 gal	37.9 L
Hydraulic system	12 gal	45.4 L
Cooling system	2.6 gal	9.8 L
Water pump oil	0.7 gal	0.7 L
VACUUM SYSTEM		
Air flow	1,005 cfm	28.5 m^3/min
Vacuum, max	16 in Hg	406 mm Hg
Vacuum tank capacity	800 gal	3028 L
Tank outlet valve size	6 in	152 mm
Filter type	Washable polyester	
Filter area	73 ft^2	6.8 m^2
Suction hose	4 in	102 mm
WATER SYSTEM		
Water pump flow	5.3 gpm	20.1 l/min
Water pump pressure, max	3,000 psi	207 bar
HYDRAULIC SYSTEM		
Flow rate	5.5 gpm	21 l/min
Pressure	2,500 psi	172 bar
BATTERY		
Battery	950 amps cold crank, 195 min SAE reserve, 12V electrical system	
NOISE LEVEL (SUCTION)		
Sound power and pressure	112 dBA, 90 dBA	

Specifications are general and subject to change without notice. If exact measurements are required, equipment should be weighed and measured. Due to selected options, delivered equipment may not necessarily match that shown.

Ditch Witch®
ditchwitch.com

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HX50 VACUUM EXCAVATOR

Ditch Witch

KEY FEATURES/BENEFITS

UNBEATABLE POWER

Equipped with a 49-hp (36.5-kW) Kubota diesel engine, the HX50 packs more power to do more jobs with a low-profile design.

THREE-STAGE FILTRATION SYSTEM

Standard, advanced filtration system cleans air before it reaches critical machine components.

EFFICIENT WATER SYSTEM

The HX50 features a 1,000-cfm (28.3-m3/min) blower and a water pressure capacity of 3,000 psi (207 bar) to maximize productivity.

IMPROVED PRODUCTIVITY

An auto-clutching feature disengages the water pump when water is not in use, allowing full system power to the blower.

OPTIMIZED AIR FLOW

A patent-pending make-or-break seal design optimizes air flow for increased efficiency and simplified plumbing.

CHOICE OF TANKS

-500-gal (1893-L)
-800-gal (3028-L)

INTRODUCING THE

HX50 VACUUM EXCAVATOR

HAAKER

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

May 3, 2021

TO: Beaumont, City Of
550 E. 6th Street
Beaumont, CA. 92223

Attn: Martin Gutierrez
Public Works Supervisor
Email: mgutierrez@beaumontca.gov

Haaker Equipment Company is pleased to submit the following proposal for our customer Martin Gutierrez with the city of Beaumont.

Ring-O-Matic 850 HI-CFM- $77,800.00

800 gallon spoils tank, Kubota - Diesel - Tier IV Final - 64HP 2.4L , 1000 CFM positive displacement blower, Pressurized Tank Offload, Pressure Filter Backflush, Reverse Flow Suction Hose Blow-Out, 2x250 gallon poly fresh water tanks, 6.0 gpm @ 4000psi Water Pump, premium silencer package, hydraulic tank hoist, hydraulic full opening rear door standard with power door lock, sight-glass for level detection, 50' x 3" suction hose, 50' x 3/8" high pressure hose reel, wash gun, 5' pothole lance, 6' suction tube with lawn sweep, safety strobe and dual LED work lights; Includes 20,000 lb axle capacity

Unit Price	$77,800.00
Sales Tax (7.75%)	$6,029.50

TOTAL PRICE F.O.B, Beaumont, CA..: $83,829.50

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days . Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180 Days **TERMS:** Net 30 Or Approved Lease

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:**_____

BY: George Lopez **DATE:** _____

GEORGE LOPEZ
Sales Representative

HAAKER

EQUIPMENT COMPANY

2070 North White Avenue, La Verne, California 91750
(909) 598-2706 ~ FAX (909) 598-1427 ~ haaker.com

May 3, 2021

TO: Beaumont, City Of
550 E. 6th Street
Beaumont, CA. 92223

Attn: Martin Gutierrez
Public Works Supervisor
Email: mgutierrez@beaumontca.gov

Haaker Equipment Company is pleased to submit the following proposal for our customer Martin Gutierrez with the city of Beaumont for our Demo 850 Hi CFM unit.

Ring-O-Matic 850 HI-CFM- $77,439.02

800 gallon spoils tank, Kubota - Diesel - Tier IV Final - 64HP 2.4L , 1000 CFM positive displacement blower, Pressurized Tank Offload, Pressure Filter Backflush, Reverse Flow Suction Hose Blow-Out, 2x250 gallon poly fresh water tanks, 6.0 gpm @ 4000psi Water Pump, premium silencer package, hydraulic tank hoist, hydraulic full opening rear door standard with power door lock, sight-glass for level detection, 50' x 3" suction hose, 50' x 3/8" high pressure hose reel, wash gun, 5' pothole lance, 6' suction tube with lawn sweep, safety strobe and dual LED work lights; Includes 20,000 lb axle capacity

Unit Price	$77,439.02
Sales Tax (7.75%)	$6,001.52

TOTAL PRICE F.O.B, Beaumont, CA..: $83,440.54

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is good for 60 Days . Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY: 180 Days **TERMS:** Net 30 Or Approved Lease

Add-On/Cooperative Purchase Authorization: Haaker Equipment Company offers the above proposed price, terms and conditions to any governmental agency or subdivision in the State of California or Nevada for a period not to exceed a full calendar year from the date of original purchaser's purchase order or contract.

We appreciate the opportunity to present this proposal and look forward to being of further and continued service.

HAAKER EQUIPMENT COMPANY **ACCEPTED BY:**_____

BY: George Lopez **DATE:** _____

GEORGE LOPEZ
Sales Representative

2021 Vermeer Corporate Account Pricing

Sourcewell Public Utility Contract # 012418-VRM

☑ QUOTE
☐ ORDER

Sourcewell Awarded Contract Contract # 012418-VRM

Vac-Tron Vacuum Excavation Systems — Competitive Series

☒ ***CV500 GT (CVGT1004) (CV573GT)*** — **$39,218.00**
Includes 500 Gallon Debris Tank w/ Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Tandem Axle Trailer (9,995 GVWR), and Standard Equipment listed below.

☐ ***CV800 GT (CVGT1008) (CV873GT)***
Includes 800 Gallon Debris Tank w/ Hydraulic Tilt, two (2) 150 Gallon Water Tanks, Tandem Axle Trailer (14,000 GVWR), and Standard Equipment listed below.

☐ ***CV1200 GT (CVGT1012) (CV1273GT)***
Includes 1,200 Gallon Debris Tank w/ Hydraulic Tilt, two (2) 200 Gallon Water Tanks, Tandem Dually Axles (24,000 GVWR), and Standard Equipment listed below.

STANDARD EQUIPMENT:

- 27 HP Kohler EFI Gas Engine
- Vacuum Pump - 580 CFM
- Baghouse
- High Pressure Water System - 3,000 PSI @ 4 GPM
- 15 gallon fuel tank
- Anti-freeze tank
- Air Gap
- Reverse Pressure to off-load liquids and dislodge debris in hose
- Polymer liner on bottom half of tank for easy dumping & cleanout
- Hydraulically operated full open and locking rear door
- 30' x 3" suction hose & suction tool
- water knife and clean-up wand

Trailer Jack Feature:

☐ Manual Jack (CVGT3510)
☒ Hydraulic Jack (CVGT3520) — **$1,919.00**

AVAILABLE OPTIONS:

☒ Strong arm (not available on CVGT1012) (CVGT4010) — **$1,852.00**
☐ In Tank washout (500 gallon tanks) (CVGT4205)
☐ In Tank washout (800 gallon tanks) (CVGT4208)
☐ In Tank washout (1200 gallon tanks) (CVGT4212)
☐ Anti-static package (CVGT4841)
☐ Recirculation kit (CVGT4841)
☐ Custom Paint Color (CVGTSP)
☐ Miscellaneous Features: sales code _ _ _

Date:	4.1.21
For:	City of Beaumont
Sourcewell Member #:	130043
Provided By:	RDO Vermeer
Contact Name:	Steve Wren
Mobile #:	909-275-4911

Subtotal:	**$42,989.00**
Dealer Freight & Prep:	**$4,200.00**
Quantity:	**1**
Total:	**$47,189.00**
Sales Tax:	**$3,331.65**
Grand Total:	**$50,520.65**

Pricing Effective 01/31/21
NOTE: All pricing in US $
NOTE: Include applicable sales tax
Quotes valid for 30 days

ACCEPTED:

Vermeer
BY: _____
DATE: _____

Customer
BY: _____
DATE: _____

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model For complete product specifications, please contact your local authorized Vermeer dealer. F.O.B. Pella, Iowa.

Vermeer

2021 Vermeer Corporate Account Pricing ☑ QUOTE ☐ ORDER
Sourcewell Public Utility Contract # 012418-VRM

Vac-Tron Vacuum Excavation Systems — Competitive Series

☒ ***CV500 SGT (CVSGT1004) (CV573GT)*** **$44,632.00**
Includes 500 Gallon Debris Tank w/ Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Tandem Axle Trailer (9,995 GVWR), and Standard Equipment listed below.

☐ ***CV800 SGT (CVSGT1008) (CV873GT)***
Includes 800 Gallon Debris Tank w/ Hydraulic Tilt, two (2) 150 Gallon Water Tanks, Tandem Axle Trailer (14,000 GVWR), and Standard Equipment listed below.

☐ ***CV1200 SGT (CVSGT1012) (CV1273GT)***
Includes 1,200 Gallon Debris Tank w/ Hydraulic Tilt, two (2) 200 Gallon Water Tanks, Tandem Dually Axles (24,000 GVWR), and Standard Equipment listed below.

STANDARD EQUIPMENT:

38 HP Kohler EFI Gas Engine	3000 PSI @ 4GPM- high pressure system
Vacuum Pump - 1000 CFM	15gal fuel tank
Baghouse	Anti freeze tank
Hydraulic Pump	Air gap
Hydraulically operated full open and locking rear door	Reverse pressure to off load liquids and dislodge debris in hose
30' suction hose & suction tool	Polymer liner on bottom half of tank for easy dumping and cleanout water knife & clean up wand

Trailer Jack features:
☐ Manual Jack (CVSGT3510)
☒ Hydraulic Jack (CVSGT3520) **$1,919.00**

Hose & tooling features:
☐ 3" hose & tooling (CVSGT3600)
☒ 4" hose & tooling (CVSGT3601) **$493.00**

AVAILABLE OPTIONS:
☒ Strong arm (not available on CVSGT1012) (CVGT4010) **$1,852.00**
☒ 3" LED direction Board (CVSGT4550) **$1,272.00**
☐ Recirculation kit (CVGT4841)
☐ Custom Paint Color (CVGTSP)
☐ In Tank washout (500 gallon tanks) (CVSGT4205)
☐ In Tank washout (800 gallon tanks) (CVSGT4208)
☐ In Tank washout (1200 gallon tanks) (CVSGT4212)
☐ Miscellaneous Features: sales code ___

Date:	4.1.21
For:	City of Beaumont
Sourcewell Member #:	130043
Provided By:	RDO Vermeer
Contact Name:	Steve Wren
Mobile #:	909-275-4911

Subtotal:	**$50,168.00**
Dealer Freight & Prep:	**$4,200.00**
Quantity:	**1**
Total:	**$54,368.00**
Sales Tax:	**$3,888.02**
Grand Total:	**$58,256.02**

Pricing Effective 01/31/21
NOTE: All pricing in US $
NOTE: Include applicable sales tax
Quotes valid for 30 days

ACCEPTED:
Vermeer
BY: _____
DATE: _____

Customer
BY: _____
DATE: _____

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model For complete product specifications, please contact your local authorized Vermeer dealer. F.O.B. Pella, Iowa.

PACIFIC TEK
7:30-4:30

Pacific Tek™

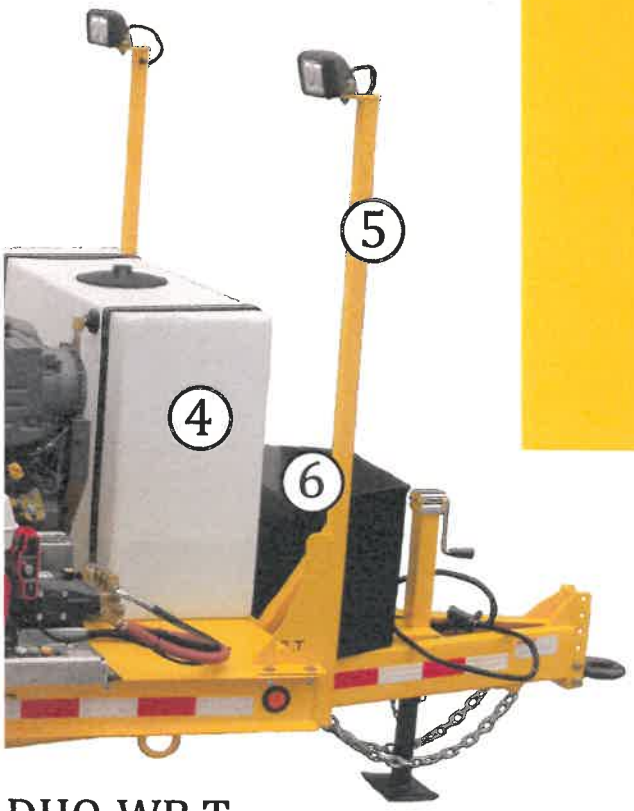
MANUFACTURER OF
CLEAN UP AND EXCAVATION VACUUMS
FOR THE CONSTRUCTION, REHABILITATION
AND UTILITY INDUSTRIES

RON
714-659-0037

Cor

Step 1: Select Capacity (Gallons) **Debris Tank V**
Step 2: Select **Output/Blower capacity** (CFM)
Step 3: Select **Capacity Water tank(s)** -100 or 2

Debris Tank Volume: (US Gallons)	**Output/Blower Capacity:**
PV350	Gas Standard Output = D1 (525 CFM)
PV500	Gas High Output = "HO" (825 CFM)
PV800	Diesel High Output = "DHO" (825 CFM)
PV1200	



DHO-WB-T
c Director, Tool Box,
ow, Flood Lights

1. DOT-Approved LED Traffic Director
2. Telescoping Boom
3. Diesel Motor
4. 100 Gallon Fresh Water (200, 400 Gallon Optional)
5. Flood Light Set
6. Tool Box
7. 50 ft Hose/Pressure Washer
8. Vacuum Reverse Flow (Suck/Blow)
9. Traffic Cone Holder

PV500-DHO-WB-T
Option: Flood Lights

"Proudly made in the USA since 1993."

PRES TECH EQUIPMENT COMPANY
7251 Garden Grove Blvd.,Ste. A
Garden Grove, CA 92841
714-835-3440

Estimate

Estimate#	: **EST-000410**	Freight/Shipping	: **See Below**
Estimate Date	: **04-01-2021**	Lead Time	: **TBD**
Expiry Date	: **05-01-2021**	Payment Terms:	: **Net 20**

Bill To	**Ship To**
City of Beaumont 550 E. 6th St. Beaumont, CA 92223	City of Beaumont 550 E. 6th St. Beaumont,CA 92223 Martin Gutierrez

Item No	Item & Description	Qty
1	PV500-GHO-W-T • 500 Gallon Vac • 38 HP Engine 1000 CFM • 14 HP Engine Pressure Washer System • Trailer • All Equipment Powder Coated Safety Yellow	1
2	Delivery & Training	1

There will be a 2.9% service fee charge added to the total invoice amount if payment is made by credit card.

Sub Total	64,895.00
Riverside County - Beaumont (7.75%)	4,889.86
Total	**$69,784.86**

Terms & Conditions
Returns: All returns must be pre-approved by Pres Tech and returned to Pres Tech in resalable condition. Returns are subject to 45% restocking charge fee; freight charges are non-refundable. Custom trailer mounted and custom truck mounted units are non-returnable. No warranty will apply if the product has been subject to misuse, neglect, accident, modification, or altered in any way. Special orders are non-refundable. Any used equipment is not returnable and non-refundable.

Staff Report

TO: City Council

FROM: Jeff Hart, Director of Public Works/City Engineer

DATE June 15, 2021

SUBJECT: **Award Professional Services Agreements to KEWO Engineering Corporation, Borrelli and Associates, Inc., P2S, Incorporated, and Salas O'Brien for On-Call Professional Electrical Engineering Services**

Background and Analysis:

On April 23, 2021, City staff issued a request for proposals (RFP) for on-call professional electrical engineering services. It was the intent to select firms that could assist City staff and provide professional electrical engineering services for facility maintenance/repair and capital improvement projects. The scope of services included the following:

1. Provide staff and services on an on-call, as needed basis, task ordered;
2. Provide electrical, instrumentation, and control design and/or construction management services for repair and replacement of City infrastructure, as related to electrical engineering;
3. Prepare construction documents such as plans, specifications, and estimates as it relates to electrical design and modification, including all related equipment and systems;
4. Provide services directly to City staff or other City consultants for minor civil, structural, mechanical, asbestos and lead abatement, landscaping architecture, and LEED certification as requested by the City as part of a task order; and
5. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services only as related to electrical.

The scope also outlined typical projects that may be included in the requested services, including electrical, lighting, instrumentation, and control renovations in buildings; field and pathway lighting in parks; and projects related to electrical components in park renovations or building remodels for electrical or HVAC needs.

Responses to the RFP were due May 5, 2021, and six (6) firms responded.

A committee of executive City staff members reviewed the proposals and determined that four (4) of the firms best met the qualifications required and needs of the City. These four firms were:

- KEWO Engineering Corporation;
- Borrelli and Associates, Incorporated;
- P2S, Incorporated; and
- Salas O'Brien.

With the adoption of the FY2021 Capital Improvement Program (CIP), there are multiple projects that require immediate electrical engineering services. Some of these projects include grant funding that is subject to expiration if not completed in a timely manner, such as the Rangel Park Improvements Project funded by a Community Development Block Grant.

Should City Council award professional services agreements to one or all the firms listed above, City staff will return to City Council for approval of any individual task order with charges that will exceed $25,000.

Fiscal Impact:

Funding for each project is derived from various sources and approved as part of the adopted Capital Improvement Program. The estimated cost to prepare this report is $585.

Recommended Action:

Award professional services agreements to KEWO Engineering Corporation, Borelli and Associates, Inc., P2S, Incorporated, and Salas O'Brien for on-call professional electrical engineering services; and
Authorize the City Manager to execute each of the agreements on behalf of the City.

Attachments:

A. Professional Services Agreement – KEWO Engineering Corporation
B. Professional Services Agreement – Borrelli and Associates, Inc.
C. Professional Services Agreement – P2S, Incorporated

D. Professional Services Agreement – Salas O’Brien

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of June 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and KEWO Engineering Corporation whose address is 1370 Valley Vista Drive, Suite 200 #2114, Diamond Bar, CA 91765 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide on-call professional electrical engineering services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows:

a. Provide staff and services on an on-call, as needed basis, task ordered.
b. Provide electrical, instrumentation, and control design and/or construction management services for repair and replacement of City infrastructure, as related to electrical engineering.
c. Preparation of construction documents such as plans, specifications, and estimates as it relates to electrical design and modification, including all related equipment and systems.
d. Provide in-house or subconsultants for minor civil, structural, mechanical, asbestos and lead abatement, landscaping architecture, and LEED certification as requested by the

City as part of a task order.

e. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services only as related to electrical.

Typical projects may include:

a. Electrical, lighting, instrumentation, and control renovations in buildings.
b. Field and pathway lighting in parks.
c. Projects related to electrical components in park renovations or building remodels for electrical or HVAC needs.

All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Brian Kewo as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY.

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

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

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice

to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and

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

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder.

CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

Date: _____

CONTRACTOR:

KEWO ENGNEERING CORPORATION

By: _____

Print Name: Brian Kewo

Title: President

Date: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

Attachment A – Cost Proposal

City of Beaumont

RFP – ON-CALL PROFESSIONAL ELECTRICAL ENGINEER SERVICES

Labor Category	Hourly Rate
Project Manager	$190/hr
Sr Electrical Engineer	$190/hr
Electrical Engineer	$155/hr
Sr Civil Engineer	$190/hr
Civil Engineer	$155/hr
Mechanical Engineer	$155/hr
Drafter	$110/hr

Mileage rate will be standard IRS rate per mile.

Consultant Authorized Signature: Brian Kewo

Title: President

Company Name: Kewo Engineering Corporation

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of June 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Borrelli and Associates, Inc. whose address is 2032 North Gateway Boulevard, Fresno, CA 93727-1606 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide on-call professional electrical engineering services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows:

a. Provide staff and services on an on-call, as needed basis, task ordered.
b. Provide electrical, instrumentation, and control design and/or construction management services for repair and replacement of City infrastructure, as related to electrical engineering.
c. Preparation of construction documents such as plans, specifications, and estimates as it relates to electrical design and modification, including all related equipment and systems.
d. Provide in-house or subconsultants for minor civil, structural, mechanical, asbestos and lead abatement, landscaping architecture, and LEED certification as requested by the

City as part of a task order.

e. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services only as related to electrical.

Typical projects may include:

a. Electrical, lighting, instrumentation, and control renovations in buildings.
b. Field and pathway lighting in parks.
c. Projects related to electrical components in park renovations or building remodels for electrical or HVAC needs.

All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates John Borrelli, PE as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY.

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

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

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice

to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and

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

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder.

CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

Date: _____

CONTRACTOR:

BORRELLI AND ASSOCIATIONS, INC.

By: _____
Print Name: John Borrelli, PE

Title: President and Principal in Charge

Date: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

BORRELLI
And Associates, Inc.
Consulting Electrical Engineers and
Network Engineering

Office Address: 2032 N. Gateway Blvd. Fresno, CA 93727 P (559) 233-4138 F (559)233-4147
http://www.borrelliengineering.com

2021 HOURLY FEE SCHEDULE

President	$155.00
Principal Engineer	$145.00
Project Manager	$135.00
Designer	$125.00
Drafting	$ 85.00
Clerical	$ 45.00
Construction Administration	$ 135.00

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of June 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and P2S, Incorporated whose address is 5000 East Spring Street, Suite 800, Long Beach, CA 90815 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide on-call professional electrical engineering services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to provide such services.

AGREEMENT

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c. Projects related to electrical components in park renovations or building remodels for electrical or HVAC needs.

All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Kevin Peterson as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and

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

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder.

CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

Date: _____

CONTRACTOR:

P2S, INC.

By: _____
Print Name: Kevin L. Peterson

Title: President, CEO

Date: _____

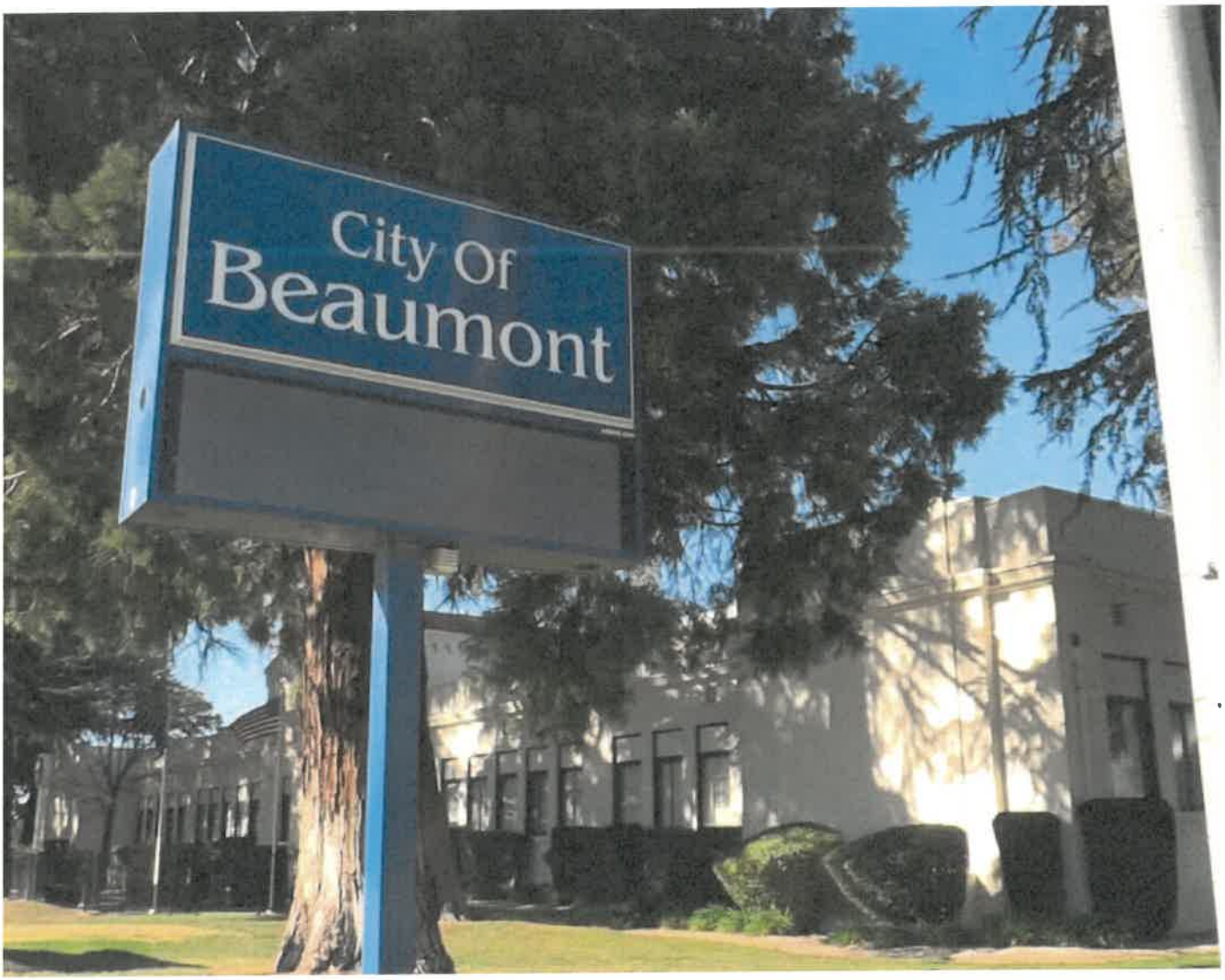
EXHIBIT "A"

PROPOSAL

(insert behind this page)

P2S ENG

5000 EAST SPRING STREET, SUITE 800
LONG BEACH, CA 90815
P2SINC.COM



City of Beaumont

On-Call Professional Electrical Engineering Services

COST PROPOSAL - HOURLY RATES

MAY 5, 2021

ELECTRICAL ENGINEERING SERVICES

P2S ENG

P2S INC.
RATE SCHEDULE FOR ENGINEERING SERVICES ON A TIME AND EXPENSE BASIS

Category	Rate
PRINCIPAL ENGINEER	$250
ENGINEER GRADE 05	$268
ENGINEER GRADE 04	$259
ENGINEER GRADE 03	$222
ENGINEER GRADE 02	$205
ENGINEER GRADE 01	$182
DESIGN ENGINEER GRADE 05	$222
DESIGN ENGINEER GRADE 04	$205
DESIGN ENGINEER GRADE 03	$182
DESIGN ENGINEER GRADE 02	$161
DESIGN ENGINEER GRADE 01	$143
DESIGNER GRADE 04	$152
DESIGNER GRADE 03	$143
DESIGNER GRADE 02	$131
DESIGNER GRADE 01	$125
CAD/BIM DESIGNER GRADE 04	$126
CAD/BIM DESIGNER GRADE 03	$115
CAD/BIM DESIGNER GRADE 02	$102
CAD/BIM DESIGNER GRADE 01	$93
COMMISSIONING GRADE 05	$268
COMMISSIONING GRADE 04	$232
COMMISSIONING GRADE 03	$198
COMMISSIONING GRADE 02	$158
COMMISSIONING GRADE 01	$136
PROJECT ASSISTANT	$93

In addition, for direct out-of-pocket expenses (if and when they occur) we quote the following:

1)	Automobile:	at current IRS rate per mile from home office for travel outside Los Angeles, Orange, San Diego, San Bernardino, Riverside & King counties
2)	Travel Expense:	at Cost
3)	Subsistence:	While away from home office for more than 1 day: at Cost, but not to exceed $250 per day per person.
4)	Plan Check Fees:	at Cost plus 10% markup
5)	Third Party Services:	at Cost plus 10% markup

- Printing and copy services
- Consultant and subcontract professional fees
- Surveying / Soils Investigation
- Testing Laboratory Work

LIABILITY LIMITS

Professional Liability	$ 2,000,000.
General Liability	$ 5,000,000.

Effective January 1, 2021 – December 31, 2021
RT-221

P2S CM

P2S CONSTRUCTION MANAGEMENT
RATE SCHEDULE FOR PM/CM SERVICES ON A TIME AND EXPENSE BASIS

Category	Rate
SENIOR PROJECT MANAGER (PE)	$173
PROJECT MANAGER (PE)	$162
SENIOR RESIDENT ENGINEER (PE)	$173
RESIDENT ENGINEER (PE)	$162
ASSISTANT RESIDENT ENGINEER	$150
CONSTRUCTION INSPECTOR (PREVAILING WAGE)	$150
SENIOR CONSTRUCTION MANAGER	$173
CONSTRUCTION MANAGER	$162
OFFICE ENGINEER	$104
SENIOR ESTIMATOR	$162
ESTIMATOR	$139
SENIOR SCHEDULER	$162
SCHEDULER	$139

The above hourly rates include a base fee, indirect fees, and other soft cost multipliers. The rates are good for the three-year term of the contract.

Sub consultants shall be billed at direct cost plus 10%

In addition, for direct out-of-pocket expenses (if and when they occur), we quote the following:

1) Automobile: at current IRS rate per mile from home office for travel outside Los Angeles, Orange, San Diego, San Bernardino, and Riverside Counties
2) Travel Expense: at Cost
3) Subsistence: While away from home office for more than one day: at Cost, but not to exceed $250 per day per person.
4) Third-Party Services: at Cost plus 10% markup
   - Printing and copy services
   - Consultant and subcontract professional fees
   - Surveying/Soils Investigation
   - Testing Laboratory Work

LIABILITY LIMITS

Professional Liability $ 2,000,000
General Liability $ 5,000,000
Effective January 1, 2018
RT-221

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 16th day of June 2021, by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Salas O'Brien whose address is 8825 Research Drive, Irvine, CA 92618 ("CONTRACTOR").

RECITALS

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

A. CITY desires to engage CONTRACTOR to provide on-call professional electrical engineering services; and

B. CONTRACTOR has made a proposal ("Proposal") to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit "A"; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel, and equipment to provide such services.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows:

a. Provide staff and services on an on-call, as needed basis, task ordered.
b. Provide electrical, instrumentation, and control design and/or construction management services for repair and replacement of City infrastructure, as related to electrical engineering.
c. Preparation of construction documents such as plans, specifications, and estimates as it relates to electrical design and modification, including all related equipment and systems.
d. Provide in-house or subconsultants for minor civil, structural, mechanical, asbestos and lead abatement, landscaping architecture, and LEED certification as requested by the City as part of a task order.

e. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services only as related to electrical.

Typical projects may include:

a. Electrical, lighting, instrumentation, and control renovations in buildings.
b. Field and pathway lighting in parks.
c. Projects related to electrical components in park renovations or building remodels for electrical or HVAC needs.

All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Roy Lopez, PE as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY.

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

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

a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

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

5. Obligations of CONTRACTOR.

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

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

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

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

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

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

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

States.

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

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

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

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

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

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

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

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

7. General Conditions pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury,

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

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

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

9. Additional Services, Changes and Deletions.

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

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

12. Ownership of Documents; Audit.

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

12.02 Subject to applicable federal and state laws, rules and regulations, CITY

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

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

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

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

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

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

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

having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Todd Parton, City Manager

Date: _____

CONTRACTOR:

SALAS O'BRIEN

By: _____
Print Name: Roy Lopez, PE

Title: Principal, Engineer of Record

Date: _____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

SALASO'BRIEN
| expect a difference |

Standard Hourly Billing Rates

The following are our standard billing rates for additional services, change orders, and time and materials agreements:

Principal	$245
Senior Engineer; Project Manager	$210
Project Engineer	$190
Senior Designer	$170
Designer	$150
BIM / Revit Drafter	$125
CAD Drafter	$110
Admin	$95
Commissioning Engineer	$210
Lighting Control Certification Specialist	$210
Architectural Lighting Designer	$200
Commissioning Specialist	$185
Commissioning Technician	$145

Hourly Rates provided for services included in RFP PR21-01 ON-CALL PROFESSIONAL ELECTRICAL ENGINEERING SERVICES include:

1. Provide staff and services on an on-call, as needed basis, task ordered.

2. Provide electrical, instrumentation, and control design and/or construction management services for repair and replacement of City infrastructure, as related to electrical engineering.

3. Preparation of construction documents such as plans, specifications, and estimates as it relates to electrical design and modification, including all related equipment and systems.

4. Provide in-house or subconsultants for minor civil, structural, mechanical, asbestos and lead abatement, landscaping architecture, and LEED certification as requested by the City as part of a task order.

5. Provide the full range of engineering services including preliminary studies, public outreach, drawings, specifications, estimates and other professional services only as related to electrical.

Typical projects may include:

1. Electrical, lighting, instrumentation, and control renovations in buildings.

2. Field and pathway lighting in parks.

3. Projects related to electrical components in park renovations or building remodels for electrical or HVAC needs.

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE June 15, 2021

SUBJECT: Authorize Employment Contract with General Manager of Utilities

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Background and Analysis:

The General Manager of Utilities position was created with the adoption of the fiscal year 2021/2022 City-wide budget on June 1, 2021. Thaxton Van Belle has been selected for assignment to this new position. He currently serves as the City's Chief Plant Operator and has more than 20 years of wastewater operation/management experience. He holds numerous California Water Environment Association certificates and a State of California State Water Resource Control Board Grade V Wastewater Treatment Plant Operator License. This is a high-level position that can be held criminally and civilly liable for State board violations. The City Manager negotiated the terms and conditions of employment and the City Attorney has reviewed and approved the language in the contract.

Fiscal Impact:

The contract provides for an annual, fully loaded fiscal impact of $256,445 within the Wastewater Fund. City staff estimates the cost to prepare this report is $975.

Recommended Action:

Approve the employment contract for the General Manager of Utilities position with Thaxton Van Belle and authorize the City Manager to sign the agreement.

Attachments:

A. Employment Contract
B. Job Description
C. Organization Chart
D. Job Assignment Matrix

GENERAL MANAGER OF UTILITIES EMPLOYMENT AGREEMENT

This GENERAL MANAGER OF UTILITIES EMPLOYMENT AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into and made effective the 1st day of July 2021, by and between the CITY OF BEAUMONT, (hereinafter referred to as the "CITY"), and Thaxton Van Belle, 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

GENERAL MANAGER OF UTILITIES

WHEREAS, based on EMPLOYEE's executive and administrative qualifications and ability, the CITY MANAGER desires to appoint EMPLOYEE to serve as the GENERAL MANAGER OF UTILITIES for CITY; and

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

WHEREAS, EMPLOYEE and CITY acknowledge and agree that this Agreement is not covered by and shall supersede the Memorandum of Understanding between City of Beaumont and Managers as Individuals Effective January 1, 2020 ("Managers Group MOU"); and

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

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

1. POSITION, DUTIES AND TERM.

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

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

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

1.4 Employment with CITY "At-Will".

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

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

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

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

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

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

and hour benefits conferred upon non-exempt employees under state or federal wage and hour laws, including regulations propounded in applicable Industrial Welfare Orders. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the GENERAL MANAGER OF UTILITIES's position. The GENERAL MANAGER OF UTILITIES does not have set hours of work as the GENERAL MANAGER OF UTILITIES is expected to be available at all reasonable and relevant times.

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

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

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

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

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

2. COMPENSATION AND BENEFITS AND REIMBURSEMENTS.

2.1 Base Salary. Commencing on the date EMPLOYEE commences full time work with the CITY, EMPLOYEE shall receive a base annual salary of One Hundred Seventy-One Thousand Seventeen and 64/100 Dollars($171,017.64) per year, (hereinafter, the "Base Salary"). The Parties understand and agree that the amount of the Base Salary, as preliminarily established for the year 2021, may be adjusted from time-to-time by the CITY MANAGER following a performance evaluation, as provided for in Section 2.2 (below). In no event shall EMPLOYEE's base salary adjust automatically pursuant to any mechanism, and in no event shall EMPLOYEE's base salary exceed the maximum amount approved by the City Council, including in the CITY's Salary Chart or any other salary table or other document that may be adopted by the City Council in the future. The Base Salary shall be payable in bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions.

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

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

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

2.4 Use of City-Owned Automobile. EMPLOYEE shall be given exclusive use of an emergency equipped CITY-owned or leased automobile subject to the following restrictions on use: (i) the automobile shall be used primarily for the purpose of commuting to and from work and for the performance of CITY business; (ii) EMPLOYEE will not allow the automobile to be driven by any third party, except by CITY personnel in the performance of CITY business or in the course of routine vehicle maintenance or repair; (iii) the automobile may not be used for, or in the furtherance of, any unlawful purpose or act or for private commercial gain; (iv) to the fullest extent permitted by law, EMPLOYEE waives and releases CITY from any workers compensation claim which EMPLOYEE may otherwise assert to the extent any injuries suffered by EMPLOYEE while driving the automobile were sustained while EMPLOYEE was using the vehicle for a non-CITY-related purpose (including, but not limited to, personal travel or entertainment or travel in connection with household errands or travel to and from work). EMPLOYEE may not use the vehicle for travel to locations outside of the State of California,

without the prior approval of the City Manager. CITY shall be responsible for paying: (i) all premiums for legally required automobile insurance; and (ii) all vehicle maintenance and repair. In accordance with CITY reimbursement policies, EMPLOYEE may claim reimbursement for gasoline expenses to the extent such expenses are incurred in the performance of CITY business.

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

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

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

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

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

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

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

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

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

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

4. TERMINATION.

4.1 Termination by CITY for Convenience and Without Cause. CITY may terminate EMPLOYEE at any time for convenience and without cause, by providing EMPLOYEE with the applicable "severance payment" provided for below. The "severance payment" shall be an amount equal to six (6) months' Base Salary, less any and all applicable or legally required deductions. EMPLOYEE shall also receive all applicable accrued vacation and/or sick leave and administrative/personal leave as provided herein together with any extension of benefits required under California law. The foregoing notwithstanding, in no event shall the "severance payment" include the payment of any sums prohibited pursuant to Government Code Section 53260-53264, and any such sums shall be deducted from the "severance payment."

4.2 Termination by Employee. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with no less than thirty (30) days prior written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding the 30-day notice period, 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 thirty (30) day notice period. EMPLOYEE shall not receive a "severance payment" in the event EMPLOYEE terminates his/her employment with CITY pursuant to this Section 4.2.

4.3 Termination for Cause by CITY. CITY may immediately terminate EMPLOYEE's employment with CITY and this Agreement at any time by providing EMPLOYEE written notice of EMPLOYEE'S termination for cause and the reason(s) for the termination, and an opportunity for a discussion with the City Manager or the City Manager's designee. In the event the City

Manager and EMPLOYEE are unable to resolve any disagreement regarding the cause for EMPLOYEE'S termination, the Parties agree to binding arbitration as provided in Section 6. No "severance payment" shall be paid in the event EMPLOYEE's employment is terminated for cause, except that CITY shall pay EMPLOYEE for EMPLOYEE'S accrued and unused vacation, sick and administrative leave, as provided for in this Agreement. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this AGREEMENT, 2) willful or persistent breach of duties, 3) resume fraud or other acts of material dishonesty, 4) unauthorized absence or leave not otherwise supported by valid documentation from a healthcare provider, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the CITY may, in its discretion, place EMPLOYEE on paid or unpaid administrative leave until resolution of charges brought against EMPLOYEE), 6) violation of the CITY's anti-harassment policies and/or a finding that EMPLOYEE engaged in legally prohibited personal acts of harassment, discrimination, and/or retaliation against a CITY official, CITY employee, or any individual protected by state or federal laws prohibiting harassment, discrimination, and/or retaliation, 7) violation of the CITY's Municipal Code, ordinances, rules or regulations, including but not limited to the CITY's Rules and Regulations and Administrative Policies, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the CITY, 10) any illegal or unethical act involving personal gain, 11) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Council or City Manager, and 12) gross misfeasance or gross malfeasance. If the CITY terminates for cause this AGREEMENT and the services of EMPLOYEE hereunder, EMPLOYEE shall not be entitled to assume any further position or employment with the CITY.

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

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

5. CONFLICT OF INTEREST.

5.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City

Manager and City Council. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, the CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the City Manager and City Council.

6. ARBITRATION OF DISPUTES.

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

7. GENERAL PROVISIONS.

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

CITY's Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223

GENERAL MANAGER OF UTILITIES's Notice Address:

Thaxton Van Belle

_____

_____

(Last listed address in employee's personnel file)

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

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

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

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

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

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

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

7.9 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party

responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

7.10 Statutory Obligations

a. Abuse of Office or Position. Pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

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

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

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

"CITY"	**"EMPLOYEE"**
CITY OF BEAUMONT	Thaxton Van Belle
By:_____ Todd Parton, City Manager	_____

ATTEST:

By:_____
Steve Mehlman, City Clerk

GENERAL MANAGER OF UTILITIES EMPLOYMENT AGREEMENT

Exhibit "A"

Job Description

EMPLOYMENT OPPORTUNITY

General Manager of Utilities

City of Beaumont
550 E 6th Street
Beaumont, CA 92223

(951) 769-8520
BeaumontCa.gov

☑ Full Time ☐ Part Time ☐ Temporary ☑ FLSA Exempt ☑ Subject to MOU ☑ Benefits Available

SALARY RANGE: Step 92-102 Currently $14,251 —18,243 monthly.

THE POSITION:
Under general supervision of the Assistant City Manager or designee, responsible for the daily supervision of staff to handle operations and maintenance of wastewater treatment plant, lift stations, equipment and collection system, including environmental compliance and recycled water system; provide work scheduling and lead direction for other plant maintenance staff; to oversee laboratory testing including such duties as sample collection and monitoring for compliance; monitors projects; provides technical assistance; responds to problems and emergencies; and to perform other job related work as required.

CORE (ESSENTIAL) DUTIES:

- Provide work direction and scheduling for wastewater operations staff; makes visual inspections of plant operations, insuring that operational problems have been located and corrected;
- Evaluates work methods, procedures, staff and equipment and recommends improvements, procedures, methods to improve efficiency and process capabilities;
- Plans, schedules and implements required routine, preventive and emergency maintenance and repairs;
- Maintains operations records and inspection and logs; updates information for reports; analyzes records and reports to optimize efficiency and effectiveness;
- Prepares and submits reports to Federal, State, County and local agencies;
- Requisitions and maintains an inventory of all equipment and supplies necessary to carry out wastewater operations;
- Assists with employee evaluations and hiring process; provides on-the-job training for less experienced personnel;
- Identifies, develops and conducts proper safety and prevention trainings and programs;
- Maximize process, efficiency, operations, service and quality; and other related duties as assigned;
- Assist with the preparation of annual budget and estimates of future district wastewater needs; consults with engineering, health, environmental, suppliers, and others on changes in operations;
- Attend meetings with the State Water Resources Control Board, Regional Water Quality Board, Santa Ana Watershed Project Authority and other agencies;
- Maintain compliance with the Air Quality Management District (AQMD), California Environmental Reporting System (CERS), Riverside County Department of Environmental Health, OSHA;
- Works with other city department heads to develop, implement, and maintain a Wastewater Master Plan; accounts for future development and associated conveyance and process changes;
- Develop and prioritize a Capital Improvement Program for the Lift Stations, Collections system, Wastewater Treatment Plant, and Title 22 Recycled water facilities;
- Designated as the Legally Responsible Official (LRO) in the California Integrated Water Quality System (CIWQS) for the Sanitary Sewer System;

(Continued)

This recruitment is open to:

☑ Employees *(Permanent)*
☑ Employees *(Temporary)*
☑ Public

Selection procedures may include:

- Applicants will be screened for relevant education and experience
- Those applicants passing the initial screening process may be asked to participate in a written exam
- Those applicants passing the written exam may be required to complete a supplemental written assignment to assess the candidate's writing ability prior to participating in an oral interview
- Those applicants passing the oral interview may be required to participate in a physical agility test
- Candidates who successfully complete the above mentioned requirements will be placed on an eligibility list. Prior to appointment, candidates will be required to pass a comprehensive background check which may include; fingerprinting through Department of Justice, a comprehensive medical examination, psychological assessment, polygraph, and pre-employment drug screening.

How to Apply:
All application packets must be returned to:

Human Resources Dept.
550 E. 6th Street
Beaumont, CA 92223

Faxed applications will be accepted. Resumes may be attached, but will not be accepted without a completed City application.

General Manager of Utilities (continued)

•Oversees the Line Maintenance Supervisor and the collection system, including lift stations, force mains, gravity lines, and conveyance;
•Works to develop, implement, and maintain a Sewer System Management Plan (SSMP) per State regulations;
•Oversees the Environmental Compliance Manager and the source control program including inspections, violation assessments and reporting;
•Oversees the Recycled Water Division including the production, storage and distribution of Title 22 water;
•Represents the City on the Basin Monitoring Task Force, the Emerging Constituents Task Force, and Maximum Benefit programs;
•Oversees the operation and maintenance of the Brine Line;
•Oversees the Laboratory Division, management, contracts for service and consultants;
•Monitors changes in laws, regulations, and technology that may affect utility operations; and implements policy and procedural changes as required;
•Provides technical advice to the City's management and the City Council in areas of expertise;
•Confers with and represents the utility department and the City in meetings with members of the City Council, various governmental agencies, developers, contractors, business, and industrial groups and the public.

Knowledge of:

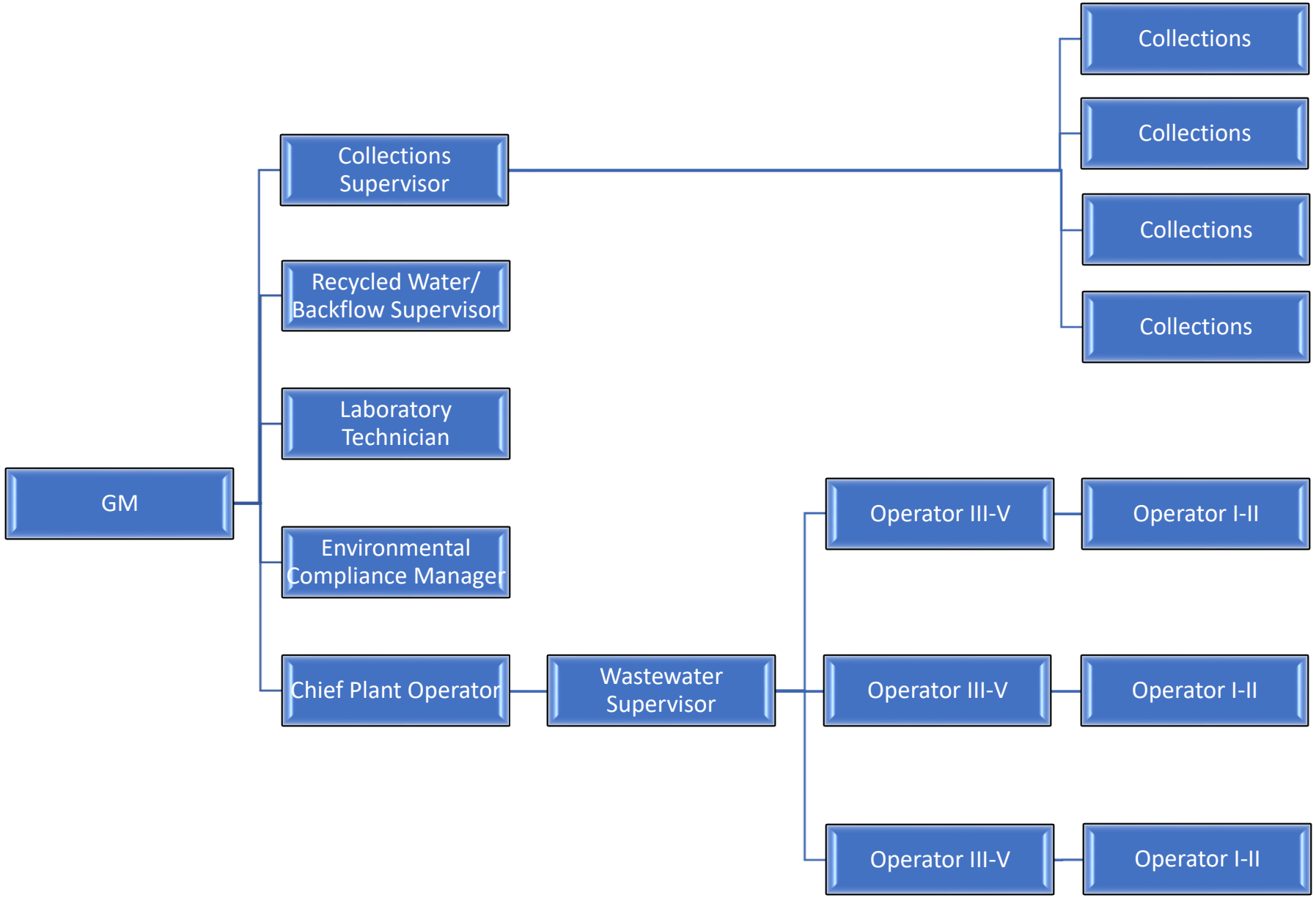
- Methods, practices, materials, and equipment used in the construction, operation and/ or maintenance and repair of wastewater systems.
- Location and general characteristics of wastewater system.
- Operational hazards and standard safety precautions related to the work assigned.
- Wastewater treatment processes
- Principles and practices of wastewater system construction, operation, maintenance and repair.
- Principles of organization, administration, budget and personnel management.

ABILITIES TO:

- Monitoring maintenance programs.
- Interpreting and applying local, state and federal laws, regulations, policies and procedures.
- Supervising, motivating and evaluating staff.
- Preparing and maintain accurate reports and records.
- Perform heavy physical labor
- Understand and carry out oral and written instructions and communicate these instructions to others
- Instruct in and ensure safety methods and procedures as appropriate for construction job sites and conveyance system maintenance and repair
- Work under emergency conditions and respond to call anytime during a 24-hour period.
- Select, supervise, train, and evaluate staff and contractors.
- Establish and maintain effective working relationships; communicate clearly and courteously with the City's internal and external customers.
- Ability to work with minimum supervision

EXPERIENCE, EDUCATION, AND LICENSES:

- Minimum eighteen (18) years of age.
- Must possess a high school diploma from an accredited high school or G.E.D. equivalent.
- Must possess a Bachelors Degree from an accredited college or university with major course in an equivalent field.
- Must possess a valid California Class A Driver's License and maintain possession of such license during the course of employment, or have the ability to obtain one within one year.
- Five years supervisory experience
- Must possess and maintain a Grade V Wastewater Treatment Plant Operator certification issued by the California Sate Water Resources Control Board and issued through procedures established by the Board
- Any combination of education and experience may be considered.


GM
Collections Supervisor
Recycled Water/ Backflow Supervisor
Laboratory Technician
Environmental Compliance Manager
Chief Plant Operator
Wastewater Supervisor
Collections
Collections
Collections
Collections
Operator III-V
Operator I-II
Operator III-V
Operator I-II
Operator III-V
Operator I-II

Matrix		
Duty	**CPO**	**NEW**
Designated as Chief Plant Operator pursuant to regulation (Section 3671(h), Title 23, California Code of Regulations)	X	
Provide work direction and scheduling for wastewater operations staff; makes visual inspections of plant operations, insuring that operational problems have been located and corrected	X	X
Evaluates work methods, procedures, staff and equipment and recommends improvements, procedures, methods to improve efficiency and process capabilities	X	X
Plans, schedules and implements required routine, preventive and emergency maintenance and repairs	X	X
Maintains operations records and inspection and logs; updates information for reports; analyzes records and reports to optimize efficiency and effectiveness	X	X
Prepares and submits reports to Federal, State, County and local agencies	X	X
Requisitions and maintains an inventory of all equipment and supplies necessary to carry out wastewater operations	X	X
Assists with employee evaluations and hiring process; provides on-the-job training for less experienced personnel	X	X
Identifies, develops and conducts proper safety and prevention trainings and programs	X	X
Maximize process, efficiency, operations, service and quality; and other related duties as assigned	X	X
Responsible for in-house laboratory activities and coordinates and sends out a variety of samples for laboratory tests to comply with appropriate regulatory requirements and to ensure water quality	X	
Assist with the preparation of annual budget and estimates of future district wastewater needs; consults with engineering, health, environmental, suppliers, and others on changes in operations	X	X
Attend meetings with the State Water Resources Control Board, Regional Water Quality Board, Santa Ana Watershed Project Authority and other agencies	X	X
Maintain compliance with the Air Quality Management District (AQMD), California Environmental Reporting System (CERS), Riverside County Department of Environmental Health, OSHA	X	X

Works with other city department heads to develop, implement, and maintain a Wastewater Master Plan; accounts for future development and associated conveyance and process changes		X
Develop and prioritize a Capital Improvement Program for the Lift Stations, Collections system, Wastewater Treatment Plant, and Title 22 Recycled water facilities		X
Designated as the Legally Responsible Official (LRO) in the California Integrated Water Quality System (CIWQS) for the Sanitary Sewer System		X
Oversees the Line Maintenance Supervisor and the collection system, including lift stations, force mains, gravity lines, and conveyance		X
Works to develop, implement, and maintain a Sewer System Management Plan (SSMP) per State regulations.		X
Oversees the Environmental Compliance Manager and the source control program including inspections, violation assessments and reporting		X
Oversees the Recycled Water Division including the production, storage and distribution of Title 22 water		X
Represents the City on the Basin Monitoring Task Force, the Emerging Constituents Task Force, and Maximum Benefit programs		X
Oversees the operation and maintenance of the Brine Line		X
Oversees the Laboratory Division, management, contracts for service and consultants.		X
Monitors changes in laws, regulations, and technology that may affect utility operations; and implements policy and procedural changes as required		X
Provides technical advice to the City's management and the City Council in areas of expertise		X
Confers with and represents the utility department and the City in meetings with members of the City Council, various governmental agencies, developers, contractors, business, and industrial groups and the public.		X

Staff Report

TO: City Council

FROM: Thaxton Van Belle, Chief Plant Operator

DATE June 15, 2021

SUBJECT: **Ratification of Emergency Pump Purchase for Marshall Creek Lift Station**

Background and Analysis:

The Marshall Creek Lift Station was built in 2001 to service much of the Three Rings Ranch area development. Additionally, the Marshall Creek Lift Station receives and conveys the discharge from the neighboring Noble Creek Lift Station, which services the area north of Oak Valley Parkway, west of Beaumont Avenue, and north to Beaumont High School (map attached) to the wastewater treatment plant.

The Marshall Creek Lift Station project included two 88 HP Flygt 3300 series pumps connected via manifold to two (2) force mains, with a stub-out for a future third pump. One of the two original pumps was replaced with a new unit in 2019.

On May 26, 2021, City staff experienced issues with the variable frequency drive (vfd) that controls the newer pump. During the time the newer pump was offline for service, the older pump showed signs of impending failure. Days later, the older pump failed, leaving the Marshall Lift Station to rely on a single pump.

City staff ordered a new pump on an emergency basis due to several factors including: 1) While the one remaining pump is relatively new, the electrical infrastructure is not (see previously mentioned vfd), 2) To save costs on a rental unit – the lead time on a new pump was estimated as an 8-10 week lead time from moment of order, and 3) The immediate proximity to a wash and increased potential for monetary fines and civil liabilities.

Fiscal Impact:

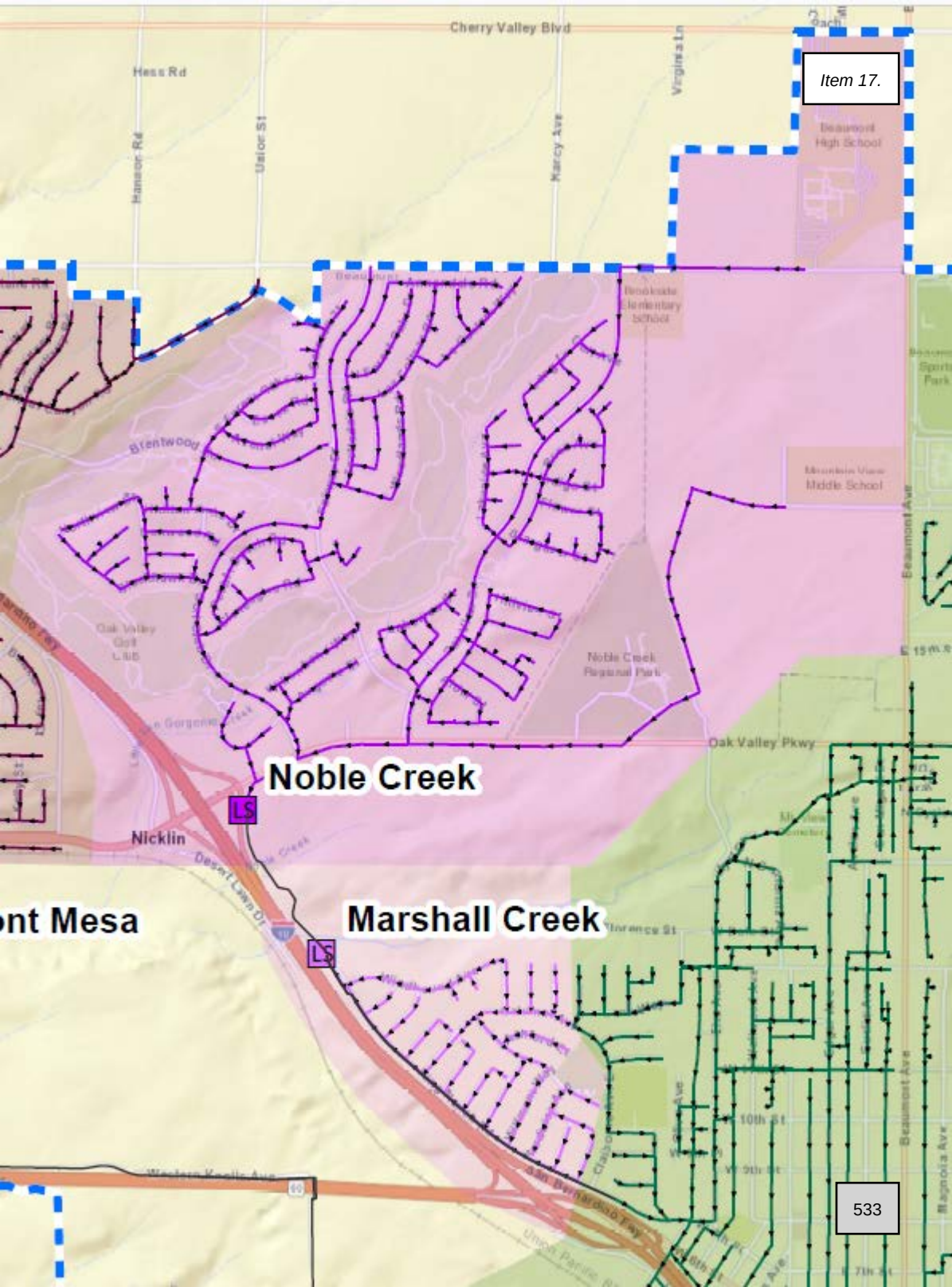
The purchase of the new pump is quoted at $67,867 plus tax and an estimated freight charge of $2,375. The purchase is funded from the Wastewater Equipment fund (700-0000-8040-0000). The estimated cost to prepare this report is $650.

Recommended Action:

Ratify the emergency purchase of a new pump from Xylem Water Solutions for the Marshall Lift Station for an amount not to exceed $76,000.

Attachments:

A. Noble to Marshal Sewer Map
B. Xylem Pump Quote


Cherry Valley Blvd
Hess Rd
Hanson Rd
Union St
Kirby Ave
Virginia Ln
Beaumont High School
Brookside Elementary School
Brentwood
Mountain View Middle School
Beaumont Ave
Oak Valley Golf Club
Noble Creek Regional Park
Oak Valley Pkwy
Noble Creek
LS
Nicklin
Desert Lawn Dr
ont Mesa
Marshall Creek
LS
Florence St
Western Knolls Ave
San Bernardino Fwy
Union Pacific
Magnolia Ave

Xylem Water Solutions USA, Inc.
Flygt Products

11161 Harrel Street
Mira Loma, CA 91752
Tel (951) 332-3668
Fax (951) 332-3679

June 3, 2021

CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT CA 92223-2253

Quote # 2021-LAB-0356
Project Name: CITY OF BEAUMONT
Job Name:

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

A Flygt Preventive Maintenance Contract is available for this order. Please contact XXX for more information.

pump

Qty	Part Number	Description	Unit Price	Extended Price
1	3301.095-0024	Flygt Model NP-3301.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 85 HP 1750 RPM motor, 464 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	$ 63,461.00	$ 63,461.00
1	556 51 01	VALVE,FLUSH	$ 3,797.00	$ 3,797.00
1	14-40 71 29	MINI-CASII/FUS 120/24VAC,24VDC	$ 555.00	$ 555.00
1	14-40 70 97	SOCKET,11 PIN OCTAL DIN MOUNT	$ 54.00	$ 54.00

Total Price	**$ 67,867.00**
Freight Charge	**$ 2,375.00**
Total Price	**$ 70,242.00**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of Delivery: PP/Add Order Position

Terms of Payment: 100% N45 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for ninety (90) days.

Schedule: Submittals are not applicable. Delivery lead times are XX weeks after order acceptance.

Warranty: Xylem Water Solutions USA, Inc.offers a commercial warranty to the original end purchaser against defects in workmanship and material.

Exclusions: This Quote includes only the items listed specified above.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Manny Padilla Jr.
Aftermarket Sales
Phone: 562.760.9258

manny.padilla@xylem.com

xylem

Xylem Water Solutions USA, Inc.
Flygt Products

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2021-LAB-0356
Customer Name: CITY OF BEAUMONT
Job Name:
Total Amount: (excluding freight) $ 67,867.00

Signature: _____ Name:_____ (PLEASE PRINT)

Company/Utility:_____ PO:_____

Address:_____ Date:_____

_____ Phone:_____

_____ Email:_____

_____ Fax:_____

FLYGT a xylem brand

Staff Report

TO: City Council

FROM: Thaxton Van Belle, Chief Plant Operator

DATE June 15, 2021

SUBJECT: **Approve the First Amendment of the Wastewater Treatment Plant Chemical Supply Contract with NorthStar Chemical**

Background and Analysis:

City staff issued a request for bids in May 2020 for chemical supplies required to operate the new advanced treatment plant. 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.

NorthStar Chemical has been responsive, fair, and accommodating over the past year, especially considering the wastewater treatment plant's state of construction and the challenges presented.

NorthStar Chemical has submitted pricing for the next fiscal year, with supply cost increases to citric acid and sodium hydroxide. The sodium bisulfite unit price decreased due to supply of a safer-to-handle 25% solution, down from a 38% solution. The following table illustrates the original bid pricing from FY2021 and the proposed pricing for FY2022.

Chemical	2021 Price Per Gallon	2022 Price Per Gallon
Citric Acid	$8.75	$9.46
Sulfuric Acid	$2.65	$2.65
Liquid Ammonium Sulfate	$4.38	$4.38
Sodium Bisulfite	$2.96	$2.50
Sodium Hydroxide	$1.71	$1.91

Fiscal Impact:

The cost to prepare this report is estimated at $500.

Recommended Action:

Approve amendment consisting of a one-year extension of the existing contract for supply of the listed chemicals with NorthStar Chemical with adjusted rates as outlined in the First Amendment to the Chemical Supply Agreement.

Attachments:

A. Original Contract, with RFP Documents
B. Proposed FY 2022 Contract Amendment

WASTEWATER TREATMENT PLANT
CHEMICAL SUPPLY AGREEMENT

THIS WASTEWATER TREATMENT PLANT CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the _____1st_____ day of July, 2020 ("Effective Date"), by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Pacific Star Chemical, LLC, a Delaware limited liability company doing business as Northstar Chemical whose address is 14200 SW Tualatin Sherwood Road, Sherwood OR 97140 ("CONTRACTOR").

RECITALS

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

A. CITY published a Request for Proposals for Project ("RFP") on or about May 15, 2020, a copy of which is attached hereto as Exhibit "A" and which is deemed incorporated herein and made a part hereof by this reference for chemicals to be used in connection with the operation of the City's newly constructed wastewater treatment plant;

B. CONTRACTOR submitted a proposal dated May 29, 2020 ("Proposal") to the CITY to transport and deliver the desired chemicals and related services (collectively "Services"), which Proposal is attached hereto as Exhibit "B"; and

C. CITY desires to engage CONTRACTOR to provide Services; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year from the Effective Date unless extended by the parties with the approval of the City Council of the CITY. CITY shall have the option to renew this Agreement on identical terms including Compensation for up to two additional periods of one year each provided that the City Council elects to so exercise each option.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Services per the RFP attached as Exhibit "A" and the Proposal attached as Exhibit "B". All Services shall be performed in the manner and according to the timeframe set

forth in the RFP and Proposal. For the sake of clarity the Services include and CONTRACTOR shall be responsible for and shall bear all liability and the risk of loss associated with the transportation of the chemicals from their point of origin to City's designated point of delivery until accepted by CITY. CONTRACTOR designates Clare Walker as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. CITY's needs for the Services are not yet know with certainty because the same will be used in connection with the CITY's new wastewater treatment plant which is not yet in full operation. The rate schedule for all chemicals (intentionally excepting Sodium Hypcohlorite which is covered by a separate agreement) is set forth here for the sake of convenience:

Chemical	**Unit Price per Gallon**
Citric Acid	$8.75
Sulfuric Acid	$2.65
Liquid Ammonium Sulfate	$4.38
Sodium Bisulfite	$2.96
Sodium Hydroxide	$1.71

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

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

a. Determination that any per gallon fee charged is consistent with this Agreement's approved per gallon rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

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

5. Obligations of CONTRACTOR.

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

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

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

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

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement, the RFP and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity. CONTRACTOR shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the calling necessary to perform the Services. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

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

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

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

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

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

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

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

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

under such laws with respect to CITY, its employees, officials and agents.

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

6.05 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."

7. General Conditions Pertaining to Insurance Coverage

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

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

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

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

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

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but

not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

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

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

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

9. Additional Services, Changes and Deletions.

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

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the Services. All proposed changes,

modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and City Council.

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original

documents, and furnish reproductions to CITY upon request, at no cost to CITY.

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

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

13. Miscellaneous Provisions.

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

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

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

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

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

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which

will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Rey Santos, 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__

EXHIBIT "A"

RFP

(insert behind this page)

Website:
http://beaumontca.gov/
Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposal
for
Chemical Supplier Services
for Wastewater Treatment Plant Project

Proposals Due By:
12:00 pm
May 29, 2020

Contact:
Jeff Hart
Director of Public Works
jhart@beaumontca.gov

RFP Available:
www.publicpurchase.com

Introduction

The City of Beaumont (City) is seeking proposals for chemical supplier services from qualified firms (Consultant) interested in assessing and providing chemicals used for the treatment of wastewater at the City of Beaumont Wastewater Treatment Plant (Project).

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective chemicals for the treatment of wastewater to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide chemicals used for the treatment of wastewater at the WWTP Project as described in the scope of this RFP.

Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Scope of Services

The Scope of Services for the Wastewater Treatment Plant Chemical Usage Project is attached as Exhibit A.

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one (1) year, with two (2) one-year extensions if approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Proposal Requirements

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

A. Cover Letter: Maximum of two (2) pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individual(s) with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual(s) to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

C. Firm's Approach: The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with the City to facilitate successful delivery of assigned tasks.

D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, etc. and specifically identify whether the firm employs its own delivery drivers and if it owns the trucks/trailers for deliveries related to this RFP or if the firm contracts out to a delivery service and/or leasing company..

E. Resumes: Resume of all consultants on the team.

F. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager.

G. References: Three (3) to five (5) references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.

H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. Include a timeline to complete the tasks for the project.

I. Cost: Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc. All chemical cost proposals shall be in price per gallon of product.

J. Related Projects: Please include a minimum of three (3) similar projects with a full description, timeline, and website to review the approved project. The related projects must demonstrate experience with delivery of chemicals being supplied and safety precautions taken while delivering such chemicals.

K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.

Submittal

A digital PDF copy of the proposal and fee proposal must be submitted no later than **12:00 pm, May 29, 2020 to jhart@beaumontca.gov**. Mail, Postmarks, and faxes are not acceptable. Proposal and email subject must be titled "RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project". Requests for Clarifications (RFCs) or questions regarding this RFP shall be requested on the Public Purchase website via "Ask Questions" section for this RFP.

No RFC or questions will be accepted after **12:00 pm, May 22, 2020**.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be

accepted.

All RFC's and responses will be posted on Public Purchase within three days of RFC due date.

Timetable for reviewing and evaluating proposals:

1.	RFP Release	May 15, 2020
2.	RFC Due	May 22, 2020 @ 12:00 pm
3.	Proposal Due Date	May 29, 2020 @ 12:00 pm
4.	Interviews	If required, June 2, 2020
5.	Award Date	June 16, 2020

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Project Approach, Work Plan, and Duration	15
Project Team Organization and Qualifications	15
Related Experience and Past Projects	15
References	10
Proposed Fee	45
Total	**100**

The City may request a qualification interview with the highest ranked consultants prior to determining the final ranking. The City reserves the right to reject any and all proposals.

Exhibits

A. Scope of Services

B. Professional Services Agreement

C. Estimated 30-day Chemical Usage

- - - - - END OF REQUEST FOR PROPOSAL - - - - -

EXHIBITS TO FOLLOW

EXHIBIT B
Scope of Services

The City wishes to set up delivery of chemicals used in the treatment of wastewater with delivery to be on a 30-day delivery schedule. Estimated 30-day chemical usage is shown in Exhibit C.

The City of Beaumont Wastewater Treatment Plant is located at:

715 W. 4th Street
Beaumont, CA 92223

The following scope of services provide general description and performance requirements. It is expected that the proposal developed by each of the responding firms will provide significant additional details for implementing the project.

Project Management/Implementation Plan:

- Successful respondent shall plan to attend at least two (2) meetings w/ City Staff to:
  a. Kick-off project,
  b. Track progress,
  c. Ensure collaboration, and
  d. Review draft/ final submittals.
- Consultant shall develop a tentative schedule that includes proposed delivery schedule(s) for the project. Delivery times must be Monday – Thursday between the hours of 6:30 am to 3:30 pm.
- Successful respondent shall offload wet chemicals with all proper PPE, spill containment, etc. and provide hose connections/adapters as needed.
- All deliveries should include weight ticket, Certificate of Analysis (COA), and Safety Data Sheets (SDS).

Recommend Upgrades, Improvements and Alternatives:

- Consultant shall recommend chemical alternatives if the requested/required chemicals is not available at time of delivery. As part of the recommendations, the Consultant shall analyze the following:

Deliverables:

- Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc.
- All chemical cost proposals shall be in price per gallon of product.

EXHIBIT B

Professional Services Agreement

EXHIBIT C

Estimated 30-Day Chemical Usages Based on Engineer Estimates, After Successful Start-Up

BEAUMONT
CALIFORNIA

Chemical	Concentration	Tank/Tote	Capacity (g)	Dose	Units	30 Day Usage (EST)	
Citric Acid	50%	Tote	275	8	GAL/Batch	160	
Sulfuric Acid	93%	Tank	1550	1.13	GPH	814	
Liquid Ammonium Sulfate	40%	Tank	1550	2.083	GPH	1500	
Sodium Hypochlorite	12.5%	Tank	4600	4.1	GPH	2952	3152
				10	GAL/Batch	200	
Sodium Bisulfite	38%	Tank	1550	0.5	GPH	360	
Sodium Hydroxide	25%	Tank	1550	0.14	GPH	101	

Estimated 30 day chemical usages, based on engineer estimates, after successful start up.

EXHIBIT "B"

PROPOSAL

(insert behind this page)

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

BEAUMONT
California

Request for Proposal for Chemical Supplier Services for Wastewater Treatment Plant Project

Proposals Due By:
12:00 pm
May 29, 2020

Northstar Chemical Contact:
Clare Walker
Director of Sales
Pacific Star Chemical LLC dba Northstar Chemical
14200 SW Tualatin Sherwood Road
Sherwood OR 97140
925-787-5864
cwalker@northstarchemical.com

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

A. Cover Letter

May 28, 2020

Jeff Hart
jhart@beaumontca.gov
Director of Public Works
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Chemical Bid – "RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project"

Dear Jeff:

Northstar Chemical is a specialty chemical distributor who specializes in the safe storage, handling, and delivery of corrosive chemicals. Founded in 1996 in the Pacific Northwest, Northstar Chemical has 4 chemical distribution facilities in the west located in: Sherwood, OR; Tacoma, WA; Modesto, CA and Santa Fe Springs, CA. The Northstar Chemical Santa Fe Springs CA chemical distribution facility would service City of Beaumont's chemical needs in this RFP.

This cover letter constitutes certification by Northstar Chemical that we understand the scope of services required by the City of Beaumont outlined in your RFP. Northstar Chemical complies with the nondiscrimination requirements of the State and Federal Government.

Sincere Regards,

Clare Walker

Clare Walker
RFP/Contract Contact
Pacific Star Chemical LLC dba as Northstar Chemical
14200 SW Tualatin Sherwood Road
Sherwood Oregon 97140
Director of Sales
cwalker@northstarchemical.com
925-787-5864

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

B. Introduction/Information:

Northstar Chemical understands the requirements of this RFP and is bidding on all chemicals listed on Exhibit C. These products will be shipped to the Beaumont Wastewater Treatment Plant from our chemical distribution facility noted below in Santa Fe Springs CA with Northstar Chemical delivery specialists with our delivery equipment. Two of the products will be subcontracted out to our manufacturer suppliers. Those products are Sodium Hypochlorite, which will be supplied and delivered by Jones Chemical out of Torrance, CA and Liquid Ammonium Sulfate, which will be delivered by Industrial Solutions out of Riverside, CA. Products will be delivered on an as needed basis, meeting your specifications and delivery requirements listed on Exhibit A page 7.

Firm submitting proposal:
Northstar Chemical
9051 Sorenson Ave.
Santa Fe Springs, CA 90670
1-855-355-7013
ordersla@northstarchemical.com
Dominic Parisi – Senior Account Manager
714-795-1367

C. Firm's Approach: Northstar Company Values

SAFETY
- Practice, Promote, Recognize and Deliver Safety

INTEGRITY
- Always Do What is Right and Build Trusting Relationships

CUSTOMER SERVICE
- Dedication to our Customers is Instrumental to Long-Lasting Success

COLLABORATIVE RELATIONSHIPS
- Foster Healthy Communications to Achieve Balanced Results

OUR EMPLOYEES
- Develop and Empower to Make a Difference

EXCELLENCE
- Pursue Process Improvement for Sustainable Growth

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

Northstar Chemical's mission is to provide our customers with exceptional service every day, through our highly experienced drivers, exceptional customer service response team, knowledgeable sales staff, team of engineers, specialized delivery equipment, tank loan program, and industry relationships.

Your orders are received via email or phone. Orders will be processed in a timely manner with an email confirmation from our customer service & dispatch centrally located in our Santa Fe Springs facility: Jeff Gomez, Lupe Aguila, or Bob Cavey. Delivery dates will be stated on the confirmation email back to the customer. Delivery ETA depends on the product and is typically 1-3 days for date ordered.

D. Firm Profile:

Founded in 1996, Northstar Chemical has 4 chemical distribution facilities located in: Sherwood, Oregon; Tacoma, Washington; Modesto, CA and Santa Fe Springs, CA. Northstar Chemical is a privately owned chemical distribution company with headquarters in Sherwood OR. We operate as an LLC in California. We have 85 employees and have local customer service and dispatch at each of our distribution facilities. Our area of expertise is delivering hazardous, corrosive chemicals safely, timely and professionally. We also can provide tank systems on loan to customers and provide a consultative, informative sales approach.

Please check our website for more information:
www.northstarchemical.com

Northstar's highly experienced delivery specialists and Northstar owned chemical tanker trucks will be used for delivery of the following products on the RFP: *Sulfuric Acid, Sodium Bisulfite, and Sodium Hydroxide and Sodium Hypochlorite, if necessary.* These products are all stored and distributed out of our SFS Facility.

All Northstar delivery specialist have a minimum of 10 years' experience in corrosive chemical tanker deliveries. They have OSHA and Hazmat training certifications. Northstar delivery specialist wear all proper PPE and of our tanker equipment have spill containment supplies should an issue arise.

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

Product supply:

- Citric Acid totes will ship from our Santa Fe Springs or Modesto, CA facility.
- 40% Liquid Ammonium Sulfate will ship from Industrial Solutions Inc. out of Riverside, CA.
- 12.5% Sodium Hypochlorite will ship on our manufacturer's equipment, Jones Chemical, out of Torrance, CA, or if needed, on our Northstar equipment from our facility in Santa Fe Springs.

E. Resumes:
See attached document.

F. Key Personnel:
Please refer to the resume document.
Project Manager for this RFP is Dominic Parisi-Senior Account Manager

G. References:
See attached.

H. Scope of Services:
Scope of service is chemical delivery to Beaumont Wastewater Treatment Plant at 715 W. 4th Street, Beaumont CA 92223

Products to be provided: Citric Acid, Sulfuric Acid, Liquid Ammonium Sulfate, Sodium Hypochlorite, Sodium Bisulfite, and Sodium Hydroxide.

Chemicals will be shipped with Northstar delivery equipment, or our manufacturers delivery equipment (see section D above). Citric Acid totes will be delivered via a common carrier freight company.

If awarded the RFP, Dominic Parisi, Project Manager, will conduct a site visit on the tank systems at Beaumont in order to assess the current tank system, site specific delivery requirements and to conduct a site safety audit for account setup. Once the account is setup, we can deliver as soon as City of Beaumont is ready.

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

I. Chemical Cost – see attachment:

Terms: NET 30
Pricing is delivered includes freight and FSC
Typical Order to Delivery Lead time 2-3 business days.

J. Related Projects: Please see attached References. We currently deliver these products to many other municipalities throughout the state of California. These can be provided if further references are needed. Please check out our website at www.northstarchemcial.com

K. Additional Information:
Northstar Chemical offers emergency delivery service, if necessary, for weekend, evening, and holidays. Our Northstar fleet is on the road daily with our chemicals allowing us to provide prompt, safe, and accurate deliveries while allowing us the flexibility to respond to our customer's needs quickly.

Please see attached Brochure

Northstar Chemical

AS A DBA OF PACIFIC STAR CHEMICAL LLC

E & F - Resumes & Key Personnel

Executive Summary for Northstar Chemical dba Pacific Star Chemical LLC Management Team

Stan Chang-President

Stan Chang is the founder, Chairman and President of Northstar Chemical Inc., a specialty and commodity chemical distributor and APAC Chemical Corporation, a chemical and food ingredient manufacturer. He has been holding this position since 1996 and 2000, respectively at both companies. He was also the Executive Vice President and major shareholder of Basic Chemical Solutions, LLC for over 20 years. BCS was later acquired by Univar in 2010. Starting 2010, Mr. Chang has also been the chairman of the board of Borrego Solar, a solar system integrator and Managing Director of Green Lake Capital, a capital provider for solar projects in California.

Mr. Chang graduated from the University of Washington in 1978 with a Bachelor of Science in Chemical Engineering and received his Master in Business Administration from the California State University in 1983. In addition to his experience in chemical distribution, and solar business, he also has extensive experience in chemical manufacturing from his ten years with Allied Signal (now Honeywell) from 1978 - 1988.

Matt Werger-VP & General Manager

Matt has served in the chemical industry for the past 30 years working for chlor-alkali producers and distributors in sales, marketing, logistics, and finance. He has been the General Manager for Northstar Chemical in Sherwood Oregon for the last 20 years, since 1999. Matt was previously with Atochem (now Arkema) in sales from 1995-1999 before Northstar Chemical. From 1990 to 1994 he was with Vulcan Chemical.

Matt has a BA in Accounting and Finance from Grandview College and an MBA from George Fox University.

Clare Walker-Director of Sales California

Clare came to Northstar Chemical to run the California sales program in June 2014. She has been in the chemical distribution business in various sales, sales management and product management roles starting with General Chemical in 1990. Clare was part of the original Bulk sales team out of Redwood City CA for Pressure Vessel Service in 1994, which became Basic Chemical Solutions in 2005. Clare was with Univar after the purchase of BCS until 2014.

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

Clare graduated with a BS in Chemistry from the United States Military Academy at West Point.

Robert Cavey-Director Operations

Bob Cavey is Director of Operations for Northstar Chemical since May 2014. He is managing the operations and logistics of the start-up of two California locations for Northstar Chemical in Modesto and Santa Fe Springs. He has extensive corrosive chemical operations and logistics experience from his last 6 years with Basic Chemical Solutions and then Univar, where he was West Regional Operations Manager for the BCS Business Unit. Prior to Basic Chemical Solutions, he worked for Rohm & Haas in various chemical engineering, operations and logistics management roles with several plant startups under his belt in Taiwan and Germany.

Bob is a graduate of Villanova University with a BS in Chemical Engineering.

Aaron Cothran- Technical Service Manager, Southern California

Aaron has over 23 years of chemical distribution experience. He came on board May 2014 with Northstar Chemical as technical service manager for the startup location in Santa Fe Springs, CA. He started his career in the chemical distribution business with Pressure Vessel Service, then Basic Chemical Solutions, and finally Univar in Santa Fe Springs, CA from 1997 through 2014. He has extensive chemical distribution operations experience, with a focus on facility and equipment maintenance, process instrumentation, on and off-site emergency response, and best quality assurance and control practices.

Dominic- Senior Account Manager, Southern California

Dominic Parisi is a Senior Account Manager located out of our Santa Fe Springs Facility.
Was hired at the start-up of our 2 new California chemical plants in 2014.
Has 19 years' experience in the chemical industry. Specializes in generation of new business and account management of Mini-Bulk (less than full truck loads) tanker deliveries of corrosive chemicals.

Employment:
Pressure Vessel, Basic Chemical (2001 - 2014) - same company which was purchased in 2010 by Univar Inc. - Senior Account Manager
Northstar Chemical (2014 - present) - Senior Account Manger

Graduate of Cal State University Fullerton 1986 - Bachelor of Arts in Economics

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

G & J - REFERENCES

Agency Name	Delivery Address	Contact Name	Phone Number	E-Mail Address	Items, Delivery Frequency	Quantities	Delivery Frequency	Problems, delivery issues, etc.	Relevance
Elsinore	Lake Elsinore	Al Rivera	(951)674-3146	arivera@evmwd.net	Minibulk Sodium Hypo-30 plus well sites	360,000 gal Sodium Hypo	weekly	none	3 yr contract since Jan 2015
Burbank Water & Power	Burbank	Natalia Almeida	(818) 238-5466	WebA-FS-Pu@burbankca.gov	Bulk/MB Hypo and Caustic	100,000 gal Hypo & 100,000 gal Caustic	3-4 times per month	none	3 yr contract renewed since June 2015
City of Riverside	Riverside	Ben Hatheway	(951)826-5802	bhatheway@riversideca.gov	MB Hypo and Citric Acid, multiple locations	80,000 gal Hypo & 20,000 gal Citric 50%	3-4 times per month	none	Since Feb 2016 and renewed contract
City of Monrovia	Monrovia	Todd Hull	(626) 256-8209	thull@ci.monrovia.ca.us	MB Hypo and Sodium Hex, multiple wells	21,000 gallons Hypo & 11,000 gallon S. Hex	weekly	none	3 yr contract renewed since June 2018
City of Azusa	Asuza	Carlos Solis	(626) 334-0414	csolis@ci.azusa.ca.us	MB Hypo, Multiple well sites	50,000 gal Sodium Hypo	weekly	none	5 yr contact thru thru 2024, since 2014
Santa Clara Valley Water District	San Jose	Danette Lewis	(408)630-2224	Dlewis@valleywater.org	Bulk Phos acid, Bulk Sulfuric, Citric 50% multi locations	1000 T Phos, 1500 T Sulfuric, 10K gal Citric	weekly	none	Contracts with SCVWD since Jan 2016

Northstar Chemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

BEAUMONT
CALIFORNIA

I - Chemical Cost-Updated 6/30/20 Due to Tank Sizing Changes*

Dilution Change**

Chemical	Concentration	Tank/Tote	Capacity (g)	Dose	Units	30 Day Usage - EST	Price Quote	UOM
Citric Acid	50%	Tote	275	8	Gal/Batch	160	$8.75	GAL
Sulfuric Acid*	93%	Tank	1100*	1.13	GPH	814	$2.65	GAL
Liquid Ammonium Sulfate*	40%	Tank	1100*	2.083	GPH	1500	$4.38	GAL
*Sodium Hypochlorite	12.5%	Tank	4600	4.1	GPH	2952 200	$.99	GAL
				10	GAL/Batch	---		GAL
Sodium Bisulfite	25%**	Tank	1550	0.5	GPH	360	$2.50	GAL
Sodium Hydroxide	25%	Tank	1550	0.14	GPH	101	$1.71	GAL

Firm annual pricing from July 1, 2020 thru June 30, 2021.

Estimated 30-day chemical usages, based on engineer estimates, after successful start-up.

- Terms: Net 30 days
- Delivered pricing, includes freight and fuel surcharge
- Typical delivery lead time 2-3 business days
- Sales tax not included
- *Sodium Hypochlorite does not include California Mill Assessment tax currently at 2.175%.

NorthstarChemical
AS A DBA OF PACIFIC STAR CHEMICAL LLC

BEAUMONT
CALIFORNIA

I - Chemical Cost-Updated 6/16/20
Due to Tank Sizing Changes*

Chemical	Concentration	Tank/Tote	Capacity (g)	Dose	Units	30 Day Usage - EST	Price Quote	UOM
Citric Acid	50%	Tote	275	8	Gal/Batch	160	$8.75	GAL
Sulfuric Acid*	93%	Tank	1100*	1.13	GPH	814	$2.65	GAL
Liquid Ammonium Sulfate*	40%	Tank	1100*	2.083	GPH	1500	$4.38	GAL
*Sodium Hypochlorite	12.5%	Tank	4600	4.1	GPH	2952 200	$.99	GAL
				10	GAL/Batch	---		GAL
Sodium Bisulfite	38%	Tank	1550	0.5	GPH	360	2.96	GAL
Sodium Hydroxide	25%	Tank	1550	0.14	GPH	101	1.71	GAL

Firm annual pricing from July 1, 2020 thru June 30, 2021.

Estimated 30-day chemical usages, based on engineer estimates, after successful start-up.

- Terms: Net 30 days
- Delivered pricing, includes freight and fuel surcharge
- Typical delivery lead time 2-3 business days
- Sales tax not included
- *Sodium Hypochlorite does not include California Mill Assessment tax currently at 2.175%.

Northstar Chemical

Safe. Trustworthy. Dependable.

NORTHSTAR PRODUCTS

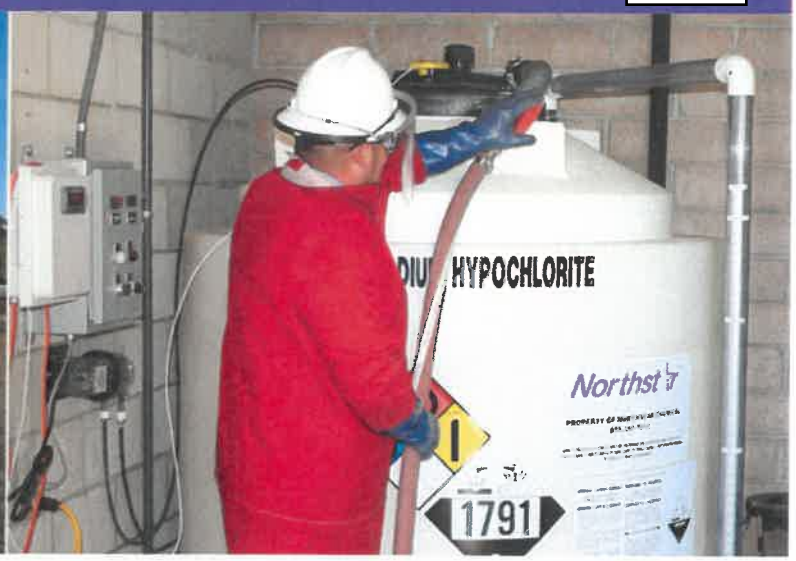
INDUSTRIAL PRODUCTS	SPECIALTY PRODUCTS	WATER TREATMENT PRODUCTS
Sodium Hydroxide	Citric Acid	Aluminum Chlorohydrate
Potassium Hydroxide	Potassium Sorbate	Aluminum Sulfate
Hydrochloric Acid	Acid and Alkali Blends	Ferric Chloride
Nitric Acid	Chelated Caustics	Polymers
Phosphoric Acid	CIP Cleaner	Coagulants
Sulfuric Acid	Foam Cleaner	Boiler Treatment
Sodium Hypochlorite	Sanitizer	Cooling Tower Treatment
Sodium Bisulfite	Packaged Additives and Ingredients	Closed Loop Treatment
Calcium Chloride	Custom Blended Products	
Aqua Ammonia		

"Northstar drivers are absolutely the best in the industry. It doesn't matter who comes to our facility; they are well trained and don't take shortcuts. Other suppliers' drivers pale in comparison to Northstar's."

—Scott Steinfeld, Assistant Warehouse Manager

Large & Mini-Bulk Deliveries. Experienced Customer Service. Technical Support and Site Evaluations.
www.northstarchemical.com

Northstar Chemical



LARGE-BULK/MINI-BULK

Improve operational performance with our safe, cost effective and environmentally friendly Mini-Bulk delivery system

PROVIDES	ELIMINATES
Customized storage tanks	The use of drums and totes
Secondary spill containment	Container deposits, heel loss and rinse charges
Increased storage space	Wasted site space
Telemetry inventory monitoring	Lifting and handling heavy containers
Next day delivery service	Exposure to hazardous materials
Enhanced inventory control	
Safety training	
Improved environmental standards	
Liability insurance coverage	
Improved work environment	

"The guys are top-notch. They are professional, know their stuff, and are very safety conscious. We have no concerns when Northstar trucks come on-site."

Jerry Jay, Chief Operator

Contact your Northstar Chemical representative for more information about our unique delivery system.

Sherwood, OR and Tacoma WA
888-793-9476
orders@northstarchemical.com

Modesto, CA
855-355-7014
ordersmodesto@northstarchemical.com

Santa Fe Springs, CA
855-355-7013
ordersLA@northstarchemical.com

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Commercial Lines - (628) 201-9001 USI Insurance Services LLC - CA Lic#: 0D08408 201 Mission St, 11th Floor San Francisco, CA 94105	PHONE (A/C, No, Ext): 628.201.9001	FAX (A/C, No):
	E-MAIL ADDRESS: certificateswf@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pacific Star Chemical, LLC dba: Northstar Chemical Inc. 14200 S.W. Tualatin-Sherwood Rd. Sherwood, OR 97140	INSURER A: Everest Indemnity Insurance Co.	10851
	INSURER B: Everest Denali Insurance Company	16044
	INSURER C: State Compensation Insurance Fund	35076
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15094848 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			EF2ML00088-201	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X MCS 90 Incl.			EF2CA00025-201	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EF2CU00085-201	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			9104916-2020	07/01/2020	07/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

City of Beaumont - Waste Water Treatment Plant
550 E 6th Street
Beaumont, CA 92223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(This certificate replaces certificate# 15094836 issued on 7/10/2020)

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

Staff Report

TO: City Council

FROM: Thaxton Van Belle, Chief Plant Operator

DATE June 15, 2021

SUBJECT: **Approve the First Extension of the Wastewater Treatment Plant Chemical Supply Contract with HASA, Inc.**

Background and Analysis:

City staff issued a request for bids in May 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.

HASA has been very accommodating and excellent to work with over the past year, considering the wastewater treatment plant's state of construction and the challenges presented.

HASA has submitted pricing for the next fiscal year, with a slight cost increase due to supply and manufacturing constraints, as well as inflationary pressure throughout the supply chain with upward trends on labor and transportation costs. The following table illustrates the original bid pricing and the current proposed pricing for FY2022.

Chemical	2021 Price Per Gallon	2022 Price Per Gallon
Sodium Hypochlorite 2500 -3999 Gallons (short truck)	$0.95	$0.98
Sodium Hypochlorite >4000 Gallons (full truck)	$0.85	$0.86

Fiscal Impact:

The cost to prepare this report is estimated at $500.

Recommended Action:

Approve a one-year extension of the existing contract for supply of sodium hypochlorite with HASA, Inc., with adjusted rates as outlined in the First Amended Chemical Supply Agreement.

Attachments:

A. Original Contract, with RFP Documents
B. Proposed FY 2022 Contract Extension

WASTEWATER TREATMENT PLANT
CHEMICAL SUPPLY AGREEMENT

THIS WASTEWATER TREATMENT PLANT CHEMICAL SUPPLY AGREEMENT ("Agreement") is made and effective as of the 7th day of July, 2020 ("Effective Date"), by and between the CITY OF BEAUMONT ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and Hasa, Inc., a California corporation whose address is 23119 Drayton Street Saugus, CA 91350 ("CONTRACTOR").

RECITALS

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

A. CITY published a Request for Proposals for Project ("RFP") on or about May 15, 2020, a copy of which is attached hereto as Exhibit "A" and which is deemed incorporated herein and made a part hereof by this reference for chemicals to be used in connection with the operation of the City's newly constructed wastewater treatment plant;

B. CONTRACTOR submitted a proposal dated May 29, 2020 ("Proposal") to the CITY to transport and deliver the desired chemicals and related services (collectively "Services"), which Proposal is attached hereto as Exhibit "B"; and

C. CITY desires to engage CONTRACTOR to provide Services; and

D. CONTRACTOR agrees to provide such Services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year from the Effective Date unless extended by the parties with the approval of the City Council of the CITY. CITY shall have the option to renew this Agreement on identical terms including Compensation for up to two additional periods of one year each provided that the City Council elects to so exercise each option.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: Services per the RFP attached as Exhibit "A" and the Proposal attached as Exhibit "B". All Services shall be performed in the manner and according to the timeframe set forth in the RFP and Proposal. For the sake of clarity the Services include and CONTRACTOR

shall be responsible for and shall bear all liability and the risk of loss associated with the transportation of the chemicals from their point of origin to City's designated point of delivery until accepted by CITY. CONTRACTOR designates John McAllen as CONTRACTOR'S professional responsible for overseeing the Services provided by CONTRACTOR.

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

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. CITY's needs for the Services are not know with certainty because the same will be used in connection with the CITY's new wastewater treatment plant which is not yet in full operation. The rate schedule and estimated amount of required Sodium Hypcohlorite is set forth here for the sake of convenience:

- Every 30 days; 2500 - 3999 gallons (short truckload) $0.95/gal; or
- Every 5-6 weeks; 4000 gallons (full truckload) $0.85/gal.

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

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

a. Determination that any per gallon fee charged is consistent with this Agreement's approved per gallon rate schedule;

b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;

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

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the

terms and conditions of this Agreement, the RFP and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms binding on the City other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect. In the event of a conflict between the terms of the RFP and the Proposal the RFP shall control.

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

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

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

5.05 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement, the RFP and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity. CONTRACTOR shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed in the same discipline in the State of California. CONTRACTOR represents and maintains that it is skilled in the calling necessary to perform the Services. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, CONTRACTOR represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

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

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such

instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

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

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

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

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

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

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

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

6.05 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."

7. General Conditions Pertaining to Insurance Coverage

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

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

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

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

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

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

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court

costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

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

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

9. Additional Services, Changes and Deletions.

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

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

10. Termination of Agreement.

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

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

11. Status of CONTRACTOR.

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

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

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

12. Ownership of Documents; Audit.

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

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others

to do so, without the prior written consent of CITY.

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

13. Miscellaneous Provisions.

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

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

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

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

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

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

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any

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

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

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

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

CITY:

CITY OF BEAUMONT

By: _____
Rey Santos, Mayor

CONTRACTOR:

Hasa, Inc., a California corporation

By: _____

Print Name: Ken Ward

Title: CFO

EXHIBIT "A"

RFP

(insert behind this page)

Website:
http://beaumontca.gov/
Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposal
for
Chemical Supplier Services
for Wastewater Treatment Plant Project

Proposals Due By:
12:00 pm
May 29, 2020

Contact:
Jeff Hart
Director of Public Works
jhart@beaumontca.gov

RFP Available:
www.publicpurchase.com

Introduction

The City of Beaumont (City) is seeking proposals for chemical supplier services from qualified firms (Consultant) interested in assessing and providing chemicals used for the treatment of wastewater at the City of Beaumont Wastewater Treatment Plant (Project).

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective chemicals for the treatment of wastewater to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide chemicals used for the treatment of wastewater at the WWTP Project as described in the scope of this RFP.

Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Scope of Services

The Scope of Services for the Wastewater Treatment Plant Chemical Usage Project is attached as Exhibit A.

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit B).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for one (1) year, with two (2) one-year extensions if approved by City Council, subject to agreement terms and the Beaumont Municipal Code.

Proposal Requirements

The proposal shall clearly address all the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

A. Cover Letter: Maximum of two (2) pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. That letter accompanying the RFP shall also provide the name, title, address, and telephone number of individual(s) with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.

B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual(s) to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).

C. Firm's Approach: The firm's approach to delivering the scope of services. Provide a description of the firm's approach to communicating effectively with the City to facilitate successful delivery of assigned tasks.

D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, etc. and specifically identify whether the firm employs its own delivery drivers and if it owns the trucks/trailers for deliveries related to this RFP or if the firm contracts out to a delivery service and/or leasing company..

E. Resumes: Resume of all consultants on the team.

F. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager.

G. References: Three (3) to five (5) references to include: name, address, contact person and phone number of the company, length of time services were provided, and a description of the services provided.

H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. Include a timeline to complete the tasks for the project.

I. Cost: Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc. All chemical cost proposals shall be in price per gallon of product.

J. Related Projects: Please include a minimum of three (3) similar projects with a full description, timeline, and website to review the approved project. The related projects must demonstrate experience with delivery of chemicals being supplied and safety precautions taken while delivering such chemicals.

K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm's practice.

Submittal

A digital PDF copy of the proposal and fee proposal must be submitted no later than **12:00 pm, May 29, 2020 to jhart@beaumontca.gov**. Mail, Postmarks, and faxes are not acceptable. Proposal and email subject must be titled "RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project". Requests for Clarifications (RFCs) or questions regarding this RFP shall be requested on the Public Purchase website via "Ask Questions" section for this RFP.

No RFC or questions will be accepted after **12:00 pm, May 22, 2020**.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be

accepted.

All RFC's and responses will be posted on Public Purchase within three days of RFC due date.

Timetable for reviewing and evaluating proposals:

1.	RFP Release	May 15, 2020
2.	RFC Due	May 22, 2020 @ 12:00 pm
3.	Proposal Due Date	May 29, 2020 @ 12:00 pm
4.	Interviews	If required, June 2, 2020
5.	Award Date	June 16, 2020

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a thorough understanding of the City's needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Project Approach, Work Plan, and Duration	15
Project Team Organization and Qualifications	15
Related Experience and Past Projects	15
References	10
Proposed Fee	45
Total	**100**

The City may request a qualification interview with the highest ranked consultants prior to determining the final ranking. The City reserves the right to reject any and all proposals.

Exhibits

A. Scope of Services

B. Professional Services Agreement

C. Estimated 30-day Chemical Usage

- - - - - END OF REQUEST FOR PROPOSAL - - - - -

EXHIBITS TO FOLLOW

EXHIBIT B
Scope of Services

The City wishes to set up delivery of chemicals used in the treatment of wastewater with delivery to be on a 30-day delivery schedule. Estimated 30-day chemical usage is shown in Exhibit C.

The City of Beaumont Wastewater Treatment Plant is located at:

715 W. 4th Street
Beaumont, CA 92223

The following scope of services provide general description and performance requirements. It is expected that the proposal developed by each of the responding firms will provide significant additional details for implementing the project.

Project Management/Implementation Plan:

- Successful respondent shall plan to attend at least two (2) meetings w/ City Staff to:
  a. Kick-off project,
  b. Track progress,
  c. Ensure collaboration, and
  d. Review draft/ final submittals.
- Consultant shall develop a tentative schedule that includes proposed delivery schedule(s) for the project. Delivery times must be Monday – Thursday between the hours of 6:30 am to 3:30 pm.
- Successful respondent shall offload wet chemicals with all proper PPE, spill containment, etc. and provide hose connections/adapters as needed.
- All deliveries should include weight ticket, Certificate of Analysis (COA), and Safety Data Sheets (SDS).

Recommend Upgrades, Improvements and Alternatives:

- Consultant shall recommend chemical alternatives if the requested/required chemicals is not available at time of delivery. As part of the recommendations, the Consultant shall analyze the following:

Deliverables:

- Consultant shall provide comprehensive cost proposal inclusive of all fees in addition to chemical prices including, but not limited to, vehicle fuel surcharges, etc.
- All chemical cost proposals shall be in price per gallon of product.

EXHIBIT B

Professional Services Agreement

EXHIBIT C

Estimated 30-Day Chemical Usages Based on Engineer Estimates, After Successful Start-Up

BEAUMONT
CALIFORNIA

Chemical	Concentration	Tank/Tote	Capacity (g)	Dose	Units	30 Day Usage (EST)	
Citric Acid	50%	Tote	275	8	GAL/Batch	160	
Sulfuric Acid	93%	Tank	1550	1.13	GPH	814	
Liquid Ammonium Sulfate	40%	Tank	1550	2.083	GPH	1500	
Sodium Hypochlorite	12.5%	Tank	4600	4.1	GPH	2952	3152
				10	GAL/Batch	200	
Sodium Bisulfite	38%	Tank	1550	0.5	GPH	360	
Sodium Hydroxide	25%	Tank	1550	0.14	GPH	101	

Estimated 30 day chemical usages, based on engineer estimates, after successful start up.

EXHIBIT "B"

PROPOSAL

(insert behind this page)

HASA, Inc.

May 29, 2020

Mr. Jeff Hart
Director of Public Works
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Dear Mr. Hart,

HASA, Inc. is pleased to offer our proposal to the City of Beaumont for Chemical Supplies Services for the Wastewater Treatment Plant Project. As a 50+ year manufacturer and supplier of sodium hypochlorite, with our company headquarters based right here in Southern California, we certainly understand the scope of services required to undertake this project.

HASA, Inc. is a leading producer and distributor of high-quality water treatment solutions. Our products are used to sanitize and maintain recreational swimming pools and spas; water tanks and containment vessels; municipal drinking water; and other commercial and industrial water systems. Founded in 1964, the company is recognized industry wide as the premier source for sodium hypochlorite sanitization and shock solutions.

As Chief Financial Officer for HASA, Inc., I possess the authority to negotiate and contractually bind HASA to the services agreement put forth by City of Beaumont. I certify under penalty of perjury that HASA complies with nondiscrimination requirements of the state and federal government.

Thank you for the opportunity. My telephone number is 661-259-5848 if you have any questions regarding the statement above.

Sincerely,

Ken Ward
Chief Financial Officer

RFP for Chemical Supplies Services for the Wastewater Treatment Plant Project

- City of Beaumont

May 29, 2020

HASA®

A. Introduction

Introduction to HASA, Inc.

What is the HASA difference?

HASA is the purest, strongest, fastest working liquid chlorine available on the market today. HASA is small enough to know you, and large enough to serve you.

At HASA, we understand the importance of safe, clean and clear water. We will deliver high quality Sodium Hypochlorite to your facility when you need it, with the professionalism and service you expect from your chemical supplier.

HASA will partner with City of Beaumont to manage the project and implement the proposed plan to deliver bulk Sodium Hypochlorite to its Wastewater Treatment Plant. We will provide all required documentation (weight ticket, COA, SDS, etc.) as requested, and we will deliver on your schedule when product is ordered.

And as your partner, HASA will recommend alternatives or upgrades to equipment and/or chemicals as necessary to ensure City of Beaumont meets and exceeds their plan's objectives.

Corporate mailing address:
HASA, Inc.
23119 Drayton St.
Saugus, CA 91350

For further information contact:
Amy Vermillion, Commercial Director, Industrial and MiniBulk Products
Tel: 909-297-9183

B. HASA's Approach

HASA's Approach

OUR COMMITMENT TO YOU

Collaboration

HASA treats our customers as partners. We communicate effectively and will answer any and all questions pertaining to the supply and delivery of the highest quality sodium hypochlorite on the market today.

Trust

As your partner, we establish trust by being honest and forthright in all that we do. We will do what we say we will do, we will strive to do it right every time, and we will do it on time. And if we happen to make a mistake, we will make it right as soon as possible.

Communication

HASA's team of professionals is on call, day or night, able to handle last minute changes or urgent issues that can't wait until normal business hours to be addressed. City of Beaumont will have a direct line to multiple key personnel at HASA to address your concerns or answer your questions.

C. HASA's Profile

Firm Profile: HASA, Inc.

Component	Attributes
Production of High Quality, High Strength Sodium Hypochlorite	HASA, Inc. is a leading producer and distributor of high-quality water treatment solutions. Our products are used to sanitize and maintain recreational swimming pools and spas; water tanks and containment vessels; municipal drinking water; and other commercial and industrial water systems.
50+ Years	Founded in 1964, HASA is recognized industry wide as the premier source for sodium hypochlorite sanitization and shock solutions.
Footprint	The corporation employs approximately 465 people (397 hourly and 68 salaried employees), and operates seven production facilities strategically placed throughout the Western USA in Saugus, San Diego, Pomona, and Pittsburg, California, as well as Longview WA, Eloy AZ, and Bryan TX.
Delivery	The company employs its own delivery drivers and owns the trucks and trailers for its chemical deliveries.

Please note: HASA's proposal is for sodium hypochlorite only.

D. Team Resumé

HASA Inc. Management Team

Executive	Experience	Background
Chris Brink *Chief Executive Officer*	20+ years	■ Joined HASA in 2018 as COO and promoted to CEO ■ Prior to joining HASA, served as VP at Accella Performance Materials; SVP, Business Head, Performance Additives at Henry Company; Leader of the Polyurethane Foam Systems Division at Dow Chemical and Product Development Chemist at Stepan Company
Ken Ward *Chief Financial Officer*	20+ years	■ Joined HASA in 2017 as CFO ■ Prior to joining HASA, served as CFO at Klune Industries and Group Controller at Aerospace Dynamics (both subsidiaries of Precision Castparts / Berkshire Hathaway)
Rob Bzdil *EVP, Supply Chain & Industrial Sales*	20+ years	■ Joined HASA in 2015 and promoted to EVP of Supply Chain & Industrial Sales ■ Prior to joining HASA, held a variety of roles including New Product Development / Process Engineering at Corning Glass, Project Engineering / Business Development at OxyChem and Pioneer Chlor-Alkali
Angela Tran *SVP, Finance & Operational Excellence*	10+ years	■ Joined HASA in 2017 and promoted to SVP of Finance & Operational Excellence ■ Prior to joining HASA, served as Controller of Klune Industries and Aerospace Dynamics (both subsidiaries of Precision Castparts / Berkshire Hathaway)
Rick Sawin *VP of Sales, Pool & Distribution*	30+ years	■ Joined HASA in 2019 as VP of Sales, Pool and Distribution ■ Prior to joining HASA, held a variety of roles in the pool industry including Director of M&A and VP of Commercial Sales at Leslie's Poolmart

E. Key Personnel

Key Personnel at HASA

HASA'S TEAM of PROFESSIONALS

John McAllen (Project Manager)
John is HASA's most senior account manager for our Industrial market segment in Southern California. John is committed to quality and service in all that he does for HASA and our customers. He will be your main point of contact for sales and technical related questions.

John de la Torre (Director of Transportation)
John joined HASA last year, and is a critical addition to our management team. John directs the all-important logistics coordinating with HASA's team of professional drivers and well-maintained trucks and trailers, making sure your order will arrive on time, every single time.

Jennifer Pieri (Customer Service Manager)
Jennifer has been with HASA since 1996 and brings the professionalism and "can do" attitude that we at HASA strive to emulate each day. Jennifer will work with City of Beaumont along with her team of customer service representatives to manage the day-to-day aspects of order fulfillment and account receivables.

F. References

HASA References

HASA'S PROVEN TRACK RECORD

HASA has a proven 50+ year track record of safe delivery to water treatment facilities throughout Southern California.

Company: Yucaipa Valley Water District
Address: 12770 Second St., Yucaipa, CA 92399
Contact: Ron McCall (909) 790-9208
Annual quantity: 100,000 gals.

Company: Santa Clarita Valley Water Agency
Address: 27234 Bouquet Canyon Road, Santa Clarita, CA 91350
Contact: Jim Weiherer (661) 513-1236
Annual quantity: 120,000 gals.

Company: Olivenhain Municipal Water District
Address: 16595 Dove Canyon Rd., San Diego, CA 92127
Contact: Gabe Hernandez (619) 851-2115
Annual quantity: 100,000 gals.

Company: County of Ventura Public Works Agency
Address: 6767 Spring Rd. Moorpark, CA 93020
Contact: Augustine: Godinez (805) 378-1169
Annual Quantity: 100,000 gals.

Company name: Pasadena Water and Power
Address: 150 S. Los Robles Ave. Pasadena, CA 91101
Contact: Doug Ross (626) 744-8441
Annual Quantity: 50,000 gals.

G. Scope of Services

Scope of Services by HASA, Inc.

Component	Requirements
Production of High Quality, High Strength Sodium Hypochlorite	• Secure Raw Material supply based on demand forecast, with a durable supply track record • Utilize high performance filtration process to produce high spec product that slows degradation substantially • Monitor product during storage and adjust as required to ensure product arrives at City of Beaumont Wastewater Treatment Plant at specified strength • Production has a proven track record in accommodating any change in delivery schedule
Delivery	• Delivery of product is made on HASA trucks by HASA drivers • Drivers are certified and maintain the highest hazmat qualifications • Drivers are professional and are well trained in deliveries to wastewater treatment plants • All paperwork is consistently complete and correct • Equipment is maintained per schedule and kept in good working order to ensure safe and timely delivery • Deliveries are available for weekends, holidays and in any emergency situation, and are accommodated
Service	• HASA has structured service levels to accommodate requirements and has invested in assets to specifically service the needs of our Southern California clients, such as City of Beaumont • Personnel maintain an "on call" status and are available should any need arise
Continued Investment	• HASA has built the production, transportation and service infrastructure necessary to support the consistent delivery of high quality, high strength sodium hypochlorite to serve our Southern California clients. Investments include: ✓ The highest quality filter system available to broaden supply base and reduce the risk of supply interruption ✓ Increased capacity for finished product storage and bleach plant production ✓ Additional transportation personnel and tank trailer and tractor assets to guarantee product delivery ✓ Registration for different strengths of sodium hypochlorite is in process and will allow Hasa to possibly ship a higher concentration product which will reduce the number of deliveries, truck traffic, freight and operating costs ✓ Additional bleach plant improvements are underway to increase throughput and improve inline quality testing

H. Cost

Cost Proposal: 2020-2021 — City of Beaumont/ HASA, Inc.

HASA, Inc. is pleased to offer pricing for the City of Beaumont Wastewater Treatment Plant's bulk 12.5% Sodium Hypochlorite requirements.

Delivery Schedule	Cost Proposal
Every 30 days	• 2500 - 3999 gallons (short truckload) $0.95/gal firm 7/1/2020 – 6/30/2021
Every 5-6 weeks	• 4000 gallons (full truckload) $0.85/gal firm 7/1/2020 - 6/30/2021

Product: Bulk Multi-Chlor® 12.5% filtered sodium hypochlorite)

Sales terms: FOB Beaumont, CA 92223
Lead time: 2-3 business days
Price firm until June 30, 2021; may add up to two 1-year contract extensions with an updated price quote.
* *We are willing to discuss pricing cap on a 3-year contact.*

J. Additional Information

Safety at HASA

HASA'S SAFETY STATEMENT

We value safety in everything we do.

At work, at home and on the road, we all contribute to a safe and healthy environment for our employees, customers, suppliers, contractors and visitors. Together, our actions result in people being safe each and every day. We constantly strive toward zero injuries and lost time incidents. There is no end to our journey.

Safety takes precedence above all.

Together and individually, we demonstrate our commitment by: Taking the time to do our work safely; taking actions to prevent and eliminate hazards; speaking up when we see an unsafe situation; and incorporating safety into everything we do, including how we define success. We continuously work to improve our safety habits, because we can never be too safe.

We manage safety at all levels.

From executives to front line employees, we hold ourselves and each other to high safety standards across the organization. HASA employs an extensive program of risk management under the EPA Risk Management program. HAZCOM and emergency response training are employed at all sites and managed through a central process to ensure consistency. HASA cooperates with all local, state and federal agencies, including OSHA, the EPA, DOT, local fire departments, DPR, and others in order to maintain a high level of compliance to standards.

Why HASA Sodium Hypochlorite?

THE HASA ADVANTAGE

Decomposition:

All sodium hypochlorite decomposes, a fact that all bleach manufacturers battle with. Light, heat, organic matter and heavy metals such as iron, copper, nickel, and cobalt accelerate the rate of decomposition, contributing to the loss of sodium hypochlorite strength and the formation of oxygen. Loss of available chlorine through decomposition means using more product to achieve the same level of disinfection.

The Powell Filter Advantage:

- Removes Virtually ALL Contaminants
- Highest Quality
- Purest Product
- Slower Decomposition
- More Active Product per Gallon
- Lower Usage Costs
- Eliminates/Reduces Tank Cleanouts

So why choose HASA?

- Local Sales and Tech Support
- Dedicated Fleet of Trucks
- Dependable/On Time Service
- State of the Art Manufacturing
- Leader in Government & Environmental Standards

EXHIBIT "C"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS A

(insert behind this page)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIG Specialty Insurance Company	26883
INSURER B: Commerce & Industry Insurance Company	19410
INSURER C: Insurance Company of the West	27847
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hasa, Inc.
23119 Drayton Street
Saugus, CA 91350

COVERAGES **CERTIFICATE NUMBER:** W17280522 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EG18260038	05/08/2020	05/08/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA7673934	05/08/2020	05/08/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EGU18260039	05/08/2020	05/08/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WSD503367004	05/08/2020	05/08/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER
City of Beaumont - Waste Water
Treatment Plant
550 E 6th Street
Beaumont, CA 92223

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Andrea K Burch

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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."

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]

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

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE June 15, 2021

SUBJECT: **Authorize Premium Pay from Treasury's Coronavirus State and Local Fiscal Recovery Funds**

Background and Analysis:

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

Through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses which are:

A. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel and hospitality;
B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
C. For the provision of government services to the extent of the reduction in revenue due to COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
D. To make necessary investments in water, sewer, or broadband infrastructure.

The Coronavirus Local Fiscal Recovery Fund provides for funding for metropolitan cities, nonentitlement units of local government, and counties. The City of Beaumont was allocated $7,306,318.00 of funds as a metropolitan city, which allocated funds

based on populations greater than 50,000. The funds are received in two tranches and the City of Beaumont received its first tranche on June 7, 2021, in the amount of $3,653,159. The second tranche of $3,653,159 is expected to be received 365 days after receipt of the first tranche.

City staff is recommending the authorization of $2.1 million of these funds for premium pay for City essential workers. The guidance states that, “Essential workers are those in critical infrastructure sectors who regularly perform in person work, interact with others at work, or physically handle items handled by others.” Staff proposes three different tiers of premium payments to City essential workers. The tiers would be $5,000, $10,000 and $15,000 based on the degree to which they were exposed. Some of the premium payments will qualify as reportable income based on CalPERS guidelines. This is based on the retirement classification and whether or not the salary scale has been adjusted in the current fiscal year.

Fiscal Impact:

The total request for premium pay is $2.1 million from the allocation of federal dollars. City staff recommends the remainder of the funds allocated to the Wastewater Fund and applied to the Five-Year Capital Improvement Program. Allocation of the remaining $5.2 million will be considered by the City Council at a later date. City staff estimates the cost to prepare this report is $975.

Recommended Action:

Authorize the use of $2.1 million of the Coronavirus State and Local Fiscal Recovery Fund for premium pay to City of Beaumont essential workers.

Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE June 15, 2021

SUBJECT: **Fiscal Year 2021 General Fund Budget Adjustments and Receipt and Allocation of State and Local Fiscal Recovery Funds**

Background and Analysis:

This report requests adjustments to the General Fund budget and seeks approval to allocate State and Local Fiscal Recovery Funds.

General Fund

As the fiscal year progresses, City staff has reviewed the budgets of the various City departments and recommends a few adjustments to ensure each department has sufficient resources to meet expenditure requirements. City staff recommends the following adjustment to the General Fund Operating budget.

Revenue Adjustments:

Type	Increase/Decrease	Explanation
Public Works-Plan Check	$ 35,000	Directly correlated to plan check expense
Total	**$ 35,000**	

Expenses Adjustments:

Department/Type	**Increase/(Decrease)**	**Explanation**
HR/Recruitment Costs	$ 48,000	There were 23 external recruitments/numerous public safety vacancies – which require the most comprehensive level of background investigation

Risk/Insurance Costs	$ 22,000	Adjusted in March but was not enough once billing came in
Admin/Contingency	$ (70,000)	Adjust Contingency Funds to balance department difference
Public Works/Plan Check	$ 35,000	Increase in activity
Total	**$ 35,000**	

Treasury's Coronavirus State and Local Fiscal Recovery Funds

The Coronavirus Local Fiscal Recovery Fund provides for funding for metropolitan cities, non-entitlement units of local government, and counties. The City of Beaumont was allocated $7,306,318 of funds as a metropolitan city, which allocated funds based on populations greater than 50,000. The funds are received in two tranches and the City of Beaumont received its first tranche on June 7, 2021, in the amount of $3,653,159. The second tranche of $3,653,159 is expected to be received 365 days after receiving the first tranche.

City staff is recommending a budget adjustment to include the receipt of the first tranche of funds and to allocate $2,099,507 of those dollars to address eligible use B, premium pay to eligible workers who performed essential work during the COVID-19 public health emergency. The remaining portion of the first tranche and the second tranche of funds will be brought back to Council at a later date as a budget adjustment for allocation in the FY2022 budget.

Fiscal Impact:

The impact of the General Fund adjustments is an increase in the revenue budget of $35,000 and an increase in the expenditure budget of $35,000 for a balanced adjustment.

The impact of the receipt of Coronavirus Local Fiscal Recovery Funds is an increase in revenue to the CDBG/Grants Fund of $3,653,159.

The impact of the allocation of Coronavirus Local Fiscal Recovery Funds is an increase in expenditures to the CDBG/Grants fund of $2,099,507 as a transfer-out, an increase in the General Fund revenues of $2,099,507 as a transfer-in, and an increase in GF expenditures of $2,099,507.

Recommended Action:

Approve the proposed operating budget adjustments for the FY2021 General Funds as highlighted in this report,
Approve the receipt of Coronavirus Local Fiscal Recovery Funds through FY2021 budget adjustment as highlighted in this report, and
Approve the proposed allocation of the Coronavirus Local Fiscal Recovery Funds through FY2021 budget amendments.

Attachments:

A. General Fund Recommended Operating Budget Adjustments
B. CDBG/Grants Fund Revenue Budget Adjustment
C. Recommended Allocation of Coronavirus Local Fiscal Recovery Funds

FY 2020-21 General Fund - Proposed Budget Adjustments

Account Type	Department	Type of Revenue/Expense	Acct Number	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Revenue	Non-Dept	Public Works Plan Check Fees	100-0000-4567-0000	$ 110,000.00	$ 145,000.00	$ 35,000.00	Directly correlated to plan check expense activity
Total Revenue Adjustments						**$ 35,000.00**	
Expense	HR	Recruitment Costs	100-1240-6050-0000	$ 12,500.00	$ 60,500.00	$ 48,000.00	Numerous external recruitments and public safety vacancies
Expense	HR	Insurance	100-1240-7080-0000	$ 1,475,000.00	$ 1,497,000.00	$ 22,000.00	Billing came in higher than anticipated
Expense	Admin	Contingency	100-1200-7900-0000	$ 150,001.00	$ 80,001.00	$ (70,000.00)	To balance recruitment and insurance expense lines
Expense	Public Works	Plan Check Fees	100-3100-7063-0000	$ 100,000.00	$ 135,000.00	$ 35,000.00	Increased activity
Total Expense Adjustments						**$ 35,000.00**	

FY 2020-21 CDBG/Grant Fund - Proposed Budget Adjustments

Account Type	Department	Type of Revenue/Expense	Acct Number	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Revenue	Non-Dept	American Rescue Funds	215-0000-4357-0000	$ -	$ 3,653,159.00	$ 3,653,159.00	Receipt of CSLFRF Funds
Total Revenue Adjustments						**$ 3,653,159.00**	

FY 2020-21 Allocation of Coronavirus State and Local Fiscal Recovery Funds

Account Type	Department	Type of Revenue/Expense	Acct Number	Current Budget	Proposed Budget	Increase/ (Decrease)	Explanation
Expense	Non-Dept	Transfer- Out	215-0000-9960-0000	$ 662,369.00	$ 2,755,572.00	$ 2,093,203.00	Transfer to GF to Cover Premium Pay
Revenue	Non-Dept	Transfer-In	100-0000-9950-0000	$ 8,096,367.00	$ 10,189,570.00	$ 2,093,203.00	Transfer in GF to Cover Premium Pay
Expense	Council	Premium Pay	100-1050-6017-0000	$ -	$ 41,957.00	$ 41,957.00	Allocation of Premium Pay
Expense	City Clerk	Premium Pay	100-1150-6017-0000	$ -	$ 20,000.00	$ 20,000.00	Allocation of Premium Pay
Expense	Administration	Premium Pay	100-1200-6017-0000	$ -	$ 105,000.00	$ 105,000.00	Allocation of Premium Pay
Expense	Administration	PERS/PEPRA	100-1200-6024-0000	$ 124,459.00	$ 126,776.00	$ 2,317.00	Allocation of Premium Pay
Expense	Finance and Budget	Premium Pay	100-1225-6017-0000	$ -	$ 55,000.00	$ 55,000.00	Allocation of Premium Pay
Expense	I.T.	Premium Pay	100-1230-6017-0000	$ -	$ 31,957.00	$ 31,957.00	Allocation of Premium Pay
Expense	Risk and Human Resources	Premium Pay	100-1240-6017-0000	$ -	$ 40,000.00	$ 40,000.00	Allocation of Premium Pay
Expense	Risk and Human Resources	PERS/PEPRA	100-1240-6024-0000	$ 74,959.00	$ 77,276.00	$ 2,317.00	Allocation of Premium Pay
Expense	Community Development	Premium Pay	100-1350-6017-0000	$ -	$ 40,652.00	$ 40,652.00	Allocation of Premium Pay
Expense	Community Services	Premium Pay	100-1550-6017-0000	$ -	$ 45,000.00	$ 45,000.00	Allocation of Premium Pay
Expense	Animal Control	Premium Pay	100-2000-6017-0000	$ -	$ 30,000.00	$ 30,000.00	Allocation of Premium Pay
Expense	Community Enhancement	Premium Pay	100-2030-6017-0000	$ -	$ 10,000.00	$ 10,000.00	Allocation of Premium Pay
Expense	Police Department	Premium Pay	100-2050-6017-0000	$ -	$ 558,261.00	$ 558,261.00	Allocation of Premium Pay
Expense	Police Department	PERS/PEPRA	100-2050-6024-0000	$ 1,769,926.00	$ 1,859,860.00	$ 89,934.00	Allocation of Premium Pay
Expense	Police Support	Premium Pay	100-2090-6017-0000	$ -	$ 146,848.00	$ 146,848.00	Allocation of Premium Pay
Expense	Police Support	PERS/PEPRA	100-2090-6024-0000	$ 186,975.00	$ 203,192.00	$ 16,217.00	Allocation of Premium Pay
Expense	Building and Safety	Premium Pay	100-2150-6017-0000	$ -	$ 46,087.00	$ 46,087.00	Allocation of Premium Pay
Expense	Public Works	Premium Pay	100-3100-6017-0000	$ -	$ 70,000.00	$ 70,000.00	Allocation of Premium Pay
Expense	Public Works	PERS/PEPRA	100-3100-6024-0000	$ 124,759.00	$ 128,620.00	$ 3,861.00	Allocation of Premium Pay
Expense	Street Maintenance	Premium Pay	100-3250-6017-0000	$ -	$ 60,000.00	$ 60,000.00	Allocation of Premium Pay
Expense	Sewer	Premium Pay	700-4050-6017-0000	$ -	$ 128,804.00	$ 128,804.00	Allocation of Premium Pay
Expense	Parks and Grounds Mainten	Premium Pay	100-6050-6017-0000	$ -	$ 253,696.00	$ 253,696.00	Allocation of Premium Pay
Expense	Transit Admin	Premium Pay	750-7000-6017-0000	$ -	$ 30,000.00	$ 30,000.00	Allocation of Premium Pay
Expense	Transit Admin	PERS/PEPRA	750-7000-6024-0000	$ 20,504.00	$ 22,049.00	$ 1,545.00	Allocation of Premium Pay
Expense	Dial A Ride	Premium Pay	750-7100-6017-0000	$ -	$ 30,000.00	$ 30,000.00	Allocation of Premium Pay
Expense	Vehicle Maintenance	Premium Pay	750-7300-6017-0000	$ -	$ 75,000.00	$ 75,000.00	Allocation of Premium Pay
Expense	Route 120	Premium Pay	750-7400-6017-0000	$ -	$ 58,696.00	$ 58,696.00	Allocation of Premium Pay
Expense	Route 125	Premium Pay	750-7600-6017-0000	$ -	$ 8,478.00	$ 8,478.00	Allocation of Premium Pay
Expense	Route 2	Premium Pay	750-7700-6017-0000	$ -	$ 30,000.00	$ 30,000.00	Allocation of Premium Pay
Expense	Route 3	Premium Pay	750-7800-6017-0000	$ -	$ 15,000.00	$ 15,000.00	Allocation of Premium Pay
Expense	Route 4	Premium Pay	750-7900-6017-0000	$ -	$ 26,576.00	$ 26,576.00	Allocation of Premium Pay
Expense	Route 3/4	Premium Pay	750-8000-6017-0000	$ -	$ 15,000.00	$ 15,000.00	Allocation of Premium Pay
Expense	Route 7	Premium Pay	750-8100-6017-0000	$ -	$ 5,000.00	$ 5,000.00	Allocation of Premium Pay
Total Budget Adjustments						**$ 6,279,609.00**	

Staff Report

TO: City Council

FROM: Jennifer Ustation, Interim Finance Director

DATE June 15, 2021

SUBJECT: **Approval of Fiscal Year 2022 Requisitions Greater than $25,000 in Accordance with City of Beaumont Purchasing Ordinance**

Background and Analysis:

Purchases for goods and services that will exceed $25,000 as set forth in the City's purchasing ordinance are being presented for approval by City Council. City staff has identified certain vendors for which FY2022 charges are expected to exceed the $25,000 threshold.

Attachment A provides a requisition summary report for vendors and the expected upper limit of payments to the vendors during FY2022. All listed payments to these vendors are established within the budget authority that was adopted on June 1, 2021.

If the City Council authorizes payments to these vendors, City staff will approve the requisitions that have been created subject to the budgetary limits established through the adopted FY2022 budget and will create formal purchase orders to be utilized throughout the fiscal year.

Fiscal Impact:

All potential payments listed in this agenda item are included within the FY2022 adopted City budget. This item provides an efficient method to expedite the work of the City. The estimated cost to prepare this report is $585.

Recommended Action:

Approve the listed requisitions for vendors to receive payment over $25,000 and up to the amount specified in Attachment A of this report.

Attachments:

A. Requisition Summary Report for Vendors Over $25,000 for Council Approval

Requisition Summary Report

City of Beaumont, CA

Requisition Detail

Issued Date Range 07/01/2021 - 07/01/2021

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Total
REQ0001449	**Mark43 RMS and CAD Annual Support/Maintenance** **3674 - MARK43, INC**	Waiting on approval	Marcedes McFayden PUBLIC SAFETY	7/1/2021	**92,836.00**

Items

Description	Units	Price	Tax	Shipping	Total
Mark43 RMS and CAD Annual Support/Maintenance	0	0	0	0	92,836.00

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Total
REQ0001450	**ERICA JPA** **1289 - CITY OF INDIO/FINANCE**	Waiting on approval	Marcedes McFayden PUBLIC SAFETY	7/1/2021	**262,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
ERICA JPA	0	0	0	0	262,000.00

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Total
REQ0001451	**Ramona Humane Society Sheltering Services** **2104 - RAMONA HUMANE SOCIETY INC**	Waiting on approval	Marcedes McFayden PUBLIC SAFETY	7/1/2021	**50,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Ramona Humane Society Sheltering Services	0	0	0	0	50,000.00

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Total
REQ0001453	**Intrensic Body Worn Camera Contract** **3280 - INTRENSIC, LLC**	Waiting on approval	Marcedes McFayden PUBLIC SAFETY	7/1/2021	**33,894.43**

Items

Description	Units	Price	Tax	Shipping	Total
Intrensic Body Worn Camera Contract	0	0	2437.88	0	33,894.43

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Total
REQ0001454	**Riverside Cal-ID Annual Fee** **2171 - RIVERSIDE COUNTY SHERIFF DEPARTMENT**	Waiting on approval	Marcedes McFayden PUBLIC SAFETY	7/1/2021	**50,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Riverside Cal-ID Annual Fee	0	0	0	0	50,000.00

Requisition Number	Description / Vendor	Status	Requested by / Ship To	Issue Date	Total
REQ0001456	**Purchase of 10 Taser 7 and accessories** **3820 - AXON ENTERPRISE, INC**	Waiting on approval	Marcedes McFayden PUBLIC SAFETY	7/1/2021	**79,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Purchase of 10 Taser 7 bundles	10	7900	0	0	79,000.00

REQ0001472 **Bus Wash and Detail** Waiting on approval Celina Cabrera 7/1/2021 **35,960.00**
3572 - HECTOR ALVARADO TRANSIT

Items

Description	Units	Price	Tax	Shipping	Total
Bus Wash and Detail	0	0	0	0	35,960.00

REQ0001473 **Tree trimming and pruning service** Waiting on approval Celina Cabrera 7/1/2021 **175,000.00**
3908 - WEST COAST ARBORISTS, INC COMMMUNITY SERVICES

Items

Description	Units	Price	Tax	Shipping	Total
Subscription for Building Maintenance Software	0	0	0	0	175,000.00

REQ0001475 **Batwing/Lawnmower FY 22** Waiting on approval Celina Cabrera 7/1/2021 **44,723.00**
1109 - BANK OF HEMET COMMMUNITY SERVICES

Items

Description	Units	Price	Tax	Shipping	Total
Batwing/Lawnmower FY 22	0	0	0	0	44,723.00

REQ0001477 **Irrigation Materials** Waiting on approval Celina Cabrera 7/1/2021 **45,000.00**
3260 - SITEONE LANDSCAPE SUPPLY, LLC COMMMUNITY SERVICES

Items

Description	Units	Price	Tax	Shipping	Total
Irrigation Materials	1	45000	0	0	45,000.00

REQ0001479 **CHEMICALS & SUPPLIES** Waiting on approval Laurie Miller 7/1/2021 **143,000.00**
2072 - POLYDYNE, INC. SEWER

Items

Description	Units	Price	Tax	Shipping	Total
CHEMICALS & SUPPLIES	0	0	0	0	143,000.00

REQ0001480 **WWTP EQUIP/MAINTENANCE/SUPPLIES** Waiting on approval Laurie Miller 7/1/2021 **25,000.00**
2556 - XYLEM WATER SOLUTIONS, INC SEWER

Items

Description	Units	Price	Tax	Shipping	Total
WWTP EQUIP/MAINTENANCE/SUPPLIES	0	0	0	0	25,000.00

REQ0001481 **WWTP EQUIP/MAINTENANCE/SUPPLIES** Waiting on approval Laurie Miller 7/1/2021 **50,000.00**
2555 - XYLEM DEWATERING SOLUTIONS U.S.A INC SEWER

Items

Description	Units	Price	Tax	Shipping	Total
WWTP EQUIP/MAINTENANCE/SUPPLIE	0	0	0	0	50,000.00

REQ0001482 **WWTP DEPT SUPPLIES** Waiting on approval Laurie Miller 7/1/2021 **40,000.00**
3515 - HD SUPPLY FACILITIES MAINTENANCE LTD SEWER

Items

Description	Units	Price	Tax	Shipping	Total
WWTP DEPT SUPPLIES	0	0	0	0	40,000.00

REQ0001483 **WWTP EQUIP/MAINTENANCE/SUPPLIES** Waiting on approval Laurie Miller 7/1/2021 **30,000.00**
1603 - HACH COMPANY SEWER

Items

Description	Units	Price	Tax	Shipping	Total
WWTP EQUIP/MAINTENANCE/SUPPLIES	0	0	0	0	30,000.00

REQ0001484 **WWTP DEPT SUPPLIES** Waiting on approval Laurie Miller 7/1/2021 **30,000.00**
3302 - APGN INC / APG NEUROS SEWER

Items

Description	Units	Price	Tax	Shipping	Total
WWTP DEPT SUPPLIES	0	0	0	0	30,000.00

Requisition Number	Vendor	Status	Ship To	Issue Date	Total
REQ0001488	**FIELD EQUIPMENT** **1603 - HACH COMPANY**	Waiting on approval	Laurie Miller SEWER	7/1/2021	**15,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
WW EQUIPMENT	0	0	0	0	15,000.00

REQ0001489 **WW - EQUPMENT** Waiting on approval Laurie Miller 7/1/2021 **35,000.00**
1495 - EVANS-HYDRO, INC SEWER

Items

Description	Units	Price	Tax	Shipping	Total
WW - EQUPMENT	0	0	0	0	35,000.00

REQ0001490 **VACTOR AND PATCH TRUCK PAYMENTS** Waiting on approval Laurie Miller 7/1/2021 **141,969.24**
3271 - KS STATEBANK PUBLIC WORKS

Items

Description	Units	Price	Tax	Shipping	Total
VACTOR AND PATCH TRUCK PAYMENTS	0	0	0	0	103,637.55

VACTOR AND PATCH TRUCK PAYMENTS			0		0	0	0	38,331.69

REQ0001491 — **WW - PUMP RENTAL** / **2555 - XYLEM DEWATERING SOLUTIONS U.S.A INC** — Waiting on approval — Laurie Miller, SEWER — 7/1/2021 — **50,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
WW - PUMP RENTAL	0	0	0	0	50,000.00

REQ0001492 — **WW - PUMP RENTALS** / **2556 - XYLEM WATER SOLUTIONS, INC** — Waiting on approval — Laurie Miller, SEWER — 7/1/2021 — **50,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
WW - PUMP RENTALS	0	0	0	0	50,000.00

REQ0001493 — **O&M CHARGE AND PER GALLON DISCHARGE** / **4115 - SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT** — Waiting on approval — Laurie Miller, SEWER — 7/1/2021 — **530,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
O&M CHARGE AND PER GALLON DISCHARGE	0	0	0	0	530,000.00

Requisition Number	Vendor	Status	Ship To	Issue Date	Total
REQ0001494	**Annual Audit** / **4199 - ROGERS, ANDERSON, MALODY & SCOTT, LLP**	Waiting on approval	Jennifer Ustation, FINANCE	7/1/2021	**55,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Annual Audit	0	0	0	0	55,000.00

REQ0001495 — **CFD Administration** / **3248 - WEBB MUNICIPAL FINANCE, LLC** — Waiting on approval — Jennifer Ustation, FINANCE — 7/1/2021 — **224,095.00**

Items

Description	Units	Price	Tax	Shipping	Total
CFD Administration	0	0	0	0	224,095.00

REQ0001497 — **FY 21/22 Building Inspector Services, Willdan Eng** / **2546 - WILLDAN ENGINEERING** — Waiting on approval — Pedro Rico, FINANCE — 7/1/2021 — **100,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
FY 21/22 Building Inspector Services, Willdan Eng	0	0	0	0	100,000.00

REQ0001498	**FY 21/22 Building Plan Check Services, SFA** **2257 - SCOTT FAZEKAS & ASSOCIATES, INC.**	Waiting on approval	Pedro Rico FINANCE		7/1/2021	**200,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
FY 21/22 Building Plan Check Services, SFA	0	0	0	0	200,000.00

REQ0001499	**DELL HARDWARE REPLACEMENT PC/MON PD CH** **1392 - DELL MARKETING L.P.**	Waiting on approval	Edgar Trenado ADMIN		7/1/2021	**30,023.25**

Items

Description	Units	Price	Tax	Shipping	Total
DELL HARDWARE REPLACEMENT PC/MON PD CH	1	30000	23.25	0	30,023.25

REQ0001501	**Microsoft O365 License** **1238 - CDW GOVERNMENT, INC.**	Waiting on approval	Edgar Trenado ADMIN		7/1/2021	**27,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Microsoft O365 License	0	0	0	0	27,000.00

REQ0001502	**NEOGOV HRMS SOFTWARE** **3348 - GOVERNMENTJOBS.COM, INC**	Waiting on approval	Edgar Trenado ADMIN		7/1/2021	**27,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
NEOGOV HRMS SOFTWARE	0	0	0	0	27,000.00

REQ0001503	**DUDE SOLUTIONS FAC MAINT SOFTWARE** **3968 - DUDE SOLUTIONS, INC**	Waiting on approval	Edgar Trenado ADMIN		7/1/2021	**35,649.00**

Items

Description	Units	Price	Tax	Shipping	Total
DUDE SOLUTIONS FAC MAINT SOFTWARE	0	0	0	0	35,649.00

REQ0001504	**TYLER SOFTWARE** **2457 - TYLER WORKS - TECHNOLOGIES**	Waiting on approval	Edgar Trenado ADMIN		7/1/2021	**105,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
TYLER SOFTWARE	0	0	0	0	105,000.00

REQ0001507	**KONICA EQUIPMENT LEASE AND SERICES** **1806 - KONICA MINOLTA PREMIER FINANCE**	Waiting on approval	Edgar Trenado ADMIN		7/1/2021	**44,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Konica Service and Copier Lease	0	0	0	0	11,000.00
Konica Service and Copier Lease	0	0	0	0	5,500.00
Konica Service and Copier Lease	0	0	0	0	11,000.00
Konica Service and Copier Lease	0	0	0	0	5,500.00
Konica Service and Copier Lease	0	0	0	0	5,500.00
Konica Service and Copier Lease	0	0	0	0	5,500.00

REQ0001508 **KONICAL LEASE AGREEMENT BUILDING B** Waiting on approval Edgar Trenado 7/1/2021 **7,202.04**
1806 - KONICA MINOLTA PREMIER FINANCE ADMIN

Items

Description	Units	Price	Tax	Shipping	Total
KONICAL LEASE AGREEMENT BUILDING B	0	0	0	0	7,202.04

REQ0001513 **INVESTMENT ADVISOR SERVICES** Waiting on approval Jennifer Ustation 7/1/2021 **35,000.00**
4383 - PUBLIC TRUST ADVISORS, LLC FINANCE

Items

Description	Units	Price	Tax	Shipping	Total
INVESTMENT ADVISOR SERVICES	0	0	0	0	35,000.00

REQ0001517 **TRUSTEE FEES** Waiting on approval Jennifer Ustation 7/1/2021 **115,000.00**
2911 - WILMINGTON TRUST, N.A. FINANCE

Items

Description	Units	Price	Tax	Shipping	Total
TRUSTEE FEES	0	0	0	0	115,000.00

REQ0001518 **Wildland Fire Protection** Waiting on approval Marcedes 7/1/2021 **44,081.00**
2163 - COUNTY OF RIVERSIDE FIRE DEPARTMENT PUBLIC SAFETY

Items

Description	Units	Price	Tax	Shipping	Total
Wildland Fire Protection	0	0	0	0	44,081.00

REQ0001519	**FIRE PROTECTION SERVICES** **2163 - COUNTY OF RIVERSIDE FIRE DEPARTMENT**	Waiting on approval	Marcedes Cashmer PUBLIC SAFETY		7/1/2021	**4,000,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
FIRE PROTECTION SERVICES	0	0	0	0	4,000,000.00

REQ0001520	**ON CALL SEWER CLEANING, VIDEO & EMERGENCY SERVICES** **1637 - HOUSTON & HARRIS PCS, INC**	Waiting on approval	Laurie Miller SEWER		7/1/2021	**25,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
ON CALL SEWER CLEANING, VIDEO & EMERGENCY SERVICES	0	0	0	0	25,000.00

REQ0001521	**Retail Coach Contract** **4293 - THE RETAIL COACH, LLC**	Waiting on approval	Kyle Warsinski ADMIN		7/1/2021	**40,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
Retail Coach Contract	0	0	0	0	40,000.00

REQ0001522	**HdL** **1628 - HINDERLITER, de LLAMAS, & ASSOC**	Waiting on approval	Siomara Giroux ADMIN		7/1/2021	**25,000.00**

Items

Description	Units	Price	Tax	Shipping	Total
HdL	0	0	0	0	25,000.00

7,147,432.96

Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE June 15, 2021

SUBJECT: **Cooperative Agreement for Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Beaumont**

Background and Analysis:

The CAL FIRE/Riverside County Fire Department, through a cooperative contractual agreement, provides the City of Beaumont's fire services. These services are provided primarily through Station 66 and a shared service with Station 20. Housed within each station is a first-line fire engine, staffed full-time with a three-man engine company. A company consists of a Company Officer, a Firefighter and a Firefighter/Paramedic. In addition to the engine companies, Beaumont contracts for a paramedic squad to ensure that service levels keep up with community growth demands. This paramedic squad will be converted to an engine company and housed in the west side fire station once it has been constructed.

Attachment A contains a cooperative agreement covering the full range of fire protection, fire prevention, rescue, fire marshal and medical emergency services. Attachment B contains a FY2021 cost allocation plan with a support services summary.

The City of Beaumont entered into the current agreement with CAL Fire/Riverside County Fire on July 1, 2018, which expires on June 30, 2021. The contract renewal is for a three year term ending June 30, 2024.

Fiscal Impact:

The anticipated fiscal impact for the full term of this agreement is $13,199,486. Each fiscal year impact is as follows: FY2022 $4,196,719, FY2023 $4,396,531, FY2024 $4,606,236. It is estimated that the cost to prepare this report was $98.

Recommended Action:

Approve the Cooperative Agreement for Fire Protection, Fire Prevention, Rescue, Fire Marshal and Medical Emergency Services for the City of Beaumont.

Attachments:

A. Cooperative Agreement
B. Cost Allocation

A COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department (hereinafter referred to as "COUNTY"), and the City of Beaumont a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE"), to provide CITY with fire protection, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter referred to as "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code sections §55600 et seq. and will provide a unified, integrated, cooperative, regional fire protection system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his/her designee (hereinafter referred to as "Chief"), shall represent COUNTY and CITY during the period of this Agreement, and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. The COUNTY will assign an existing Chief Officer as the Fire Department Liaison (hereinafter referred to as "Fire Liaison"). The Chief may delegate certain authority to the Fire Liaison, as the Chief's duly authorized designee and the Fire Liaison shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A" for the term of this Agreement. This Exhibit may be amended in writing by mutual agreement by both parties or when a CITY–requested increase or reduction in services is approved by COUNTY.

B. COUNTY provides fire personnel and services through its CAL FIRE Agreement. In the event CITY desires an increase or decrease in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," CITY shall provide one hundred twenty (120) days written notice of the proposed requested increase or decrease. Proper notification shall include the following: (1) The total amount of increase or decrease; (2) The effective date of the increase or decrease; and (3) The number of employees, by classification, affected by the proposed increase or decrease. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the increase or decrease, in addition to any other remedies available resulting from the increase or decrease in services. COUNTY is under no obligation to approve any requested increase or decrease, and it is expressly understood by the parties that in no event will COUNTY authorize or approve CITY's request to reduce services below the COUNTY Board of Supervisors–approved staffing level for any fire station, or to reduce services to the extent that the services provided under this Agreement are borne by other jurisdictions. COUNTY shall render a written decision on whether to allow or deny the increase or decrease within thirty (30) days of the notice provided pursuant to this section.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." The CITY is obligated to expend or appropriate any sum in excess of Exhibit "A" increased by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and CITY has not agreed to make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Any COUNTY or CAL FIRE personnel reduction resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in

Exhibit “A” that CITY does not agree to fund, as described above, shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described in this paragraph, such increase shall be accomplished by an additional appropriation by the City Council of CITY, and an amendment to Exhibit “A” approved by the parties hereto.

E. Chief may be authorized to negotiate and execute any amendments to Exhibit “A” or Exhibit “C” of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a “Contract Administrator” who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibits “A” or “C” on behalf of CITY.

F. __N/A__ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit “B” are incorporated herein and shall additionally apply to this agreement regarding payment of services.

G. _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit “C” are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement.

H. _____ [ ] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit “D” are incorporated herein and shall additionally apply to this agreement regarding payment for Fire Marshall Services.

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this Agreement regarding payment of services. In the event that a fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Two Thousand Fifty-Five Dollars ($2,055) per day or Fourteen Thousand Three Hundred Eighty-Four Dollars ($14,384) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 at a cost to the owner as outlined in COUNTY Ordinance No. 671(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2021, to June 30, 2024.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new Agreement with COUNTY for Fire Services and, if so, whether CITY intends to request a change in the level of Fire Services provided under this Agreement.

SECTION V: TERMINATION

During the term of this Agreement, this Agreement may only be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and/or equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

Pursuant to Health and Safety Code section 13050 et seq., when rendering mutual aid or assistance, COUNTY may, at the request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel, equipment use, and operating expenses as funded herein, under authority given by Health and Safety Code sections 13051 and 13054. COUNTY, in seeking said reimbursement pursuant to such request of CITY, shall represent the CITY by following the procedures set forth in Health and Safety Code section 13052. Any recovery of CITY costs, less actual expenses, shall be paid or credited to the CITY, as directed by CITY.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code sections 13051 and 13054 to the officer designated by CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code section 13009, Riverside County Ordinance No. 787, section 5.E.2., and California Fire Code, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. Additionally, COUNTY may bring action for collection to any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code section 53150, et seq, as may be amended from time to time. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may bring such actions for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include

CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the COUNTY for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

CITY shall provide Fire Station(s), strategically located to provide standard response time within the City of Beaumont from which fire operations shall be conducted. If the Fire Station(s) are owned by the CITY, the CITY shall maintain the facilities at CITY's cost and expense. In the event CITY requests COUNTY to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to COUNTY through the Support Services Cost Allocation, or as a direct Invoice to the CITY.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which COUNTY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, **"Indemnitees"**) for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or

description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by CITY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of CITY its officers, employees, subcontractors, agents, or representatives (collectively, **"Liabilities"**). Notwithstanding the foregoing, the only Liabilities with respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

SECTION XII: AUDIT

A. COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated or as required by law, and to allow the auditor(s) of the other party access to such records during normal business hours. COUNTY and CITY agree to a similar right to audit records in any subcontract related to performance of this Agreement. (E.g., Gov. Code, §8546.7).

B. Each party shall bear its own costs in performing a requested audit.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the CITY and COUNTY employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. CITY and COUNTY agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between CITY and COUNTY representatives may be resolved, by mutual agreement of the parties, through mediation. Such mediator will be jointly selected by the parties. The costs associated with mediator shall be shared equally among the participating parties. If the mediation does not resolve the issue(s), or if the parties cannot agree to mediation, the parties reserve the right to seek remedies as provided by law or in equity. The parties agree, pursuant to *Battaglia Enterprises v. Superior Court* (2013) 215 Cal.App.4th 309, that each of the parties are sophisticated and negotiated this agreement and this venue at arm's length. Pursuant to this Agreement, the parties agree that venue for litigation shall be in the Superior Court of Riverside County. Should any party attempt to defeat this

section and challenge venue in Superior Court, the party challenging venue stipulates to request the Court change venue to San Bernardino County and shall not ask for venue in any other County.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this section or claims by third parties that are made against the COUNTY, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner. For claims made against the COUNTY that involve CAL FIRE employees, to the extent permissible under the COUNTY's contract with CAL FIRE, the claims will be forwarded on to CAL FIRE for processing.

SECTION XIV: ATTORNEYS' FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through litigation, in addition to all other remedies available.

In the event of litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY OF RIVERSIDE	CITY OF BEAUMONT
Riverside County Fire Chief	City Manager
210 West San Jacinto Avenue	City of Beaumont
Perris, CA 92570	550 East Sixth Street
	Beaumont, CA 92223

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto where in accordance with applicable state law. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

[Signature Provisions on following page]

IN WITNESS, WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

CITY OF BEAUMONT

Dated: _____

By: _____
Mike Lara, Mayor

ATTEST:

By: _____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By: _____
John O. Pinkney, City Attorney

(SEAL)

COUNTY OF RIVERSIDE

Dated: _____

By: _____
Chair, Board of Supervisors

ATTEST:

KECIA HARPER
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: _____
MEILISSA R. CUSHMAN
Deputy County Counsel

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE
FIRE PREVENTION, RESCUE, FIRE MARSHAL AND
MEDICAL EMERGENCY FOR THE CITY OF BEAUMONT
DATED JULY 1, 2021 FOR FY2021/2022 THRU FY2023/2024

CITY BUDGETED EXHIBIT "A" ESTIMATE

FISCAL YEAR 2021/2022	$4,196,719
FISCAL YEAR 2022/2023	$4,396,531
FISCAL YEAR 2023/2024	$4,606,236
TOTAL CITY BUDGET **ESTIMATE** FOR FY2021/2022 THRU FY2023/2024	$13,199,486

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF BEAUMONT DATED JULY 1, 2021 FOR FY2021/2022

See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #66														
Medic Engine	225,271	*1*			198,282	*1*	226,431	*1*	521,493	*3*	399,919	*2*	1,571,397	*8*
Medic Squad					396,564	*2*	226,431	*1*			399,919	*2*	1,022,915	*5*
SUBTOTALS	225,271				594,846		452,862		521,493		799,839		**2,594,311**	
SUBTOTAL STAFF		*1*				*3*		*2*		*3*		*4*		*13*
FIRE SAFETY SPECIALIST (PCN 00006967)							161,564	each					161,564	1
													161,564	14

ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative/Operational (Schedule A)			16,082	per assigned Staff **	213,733	*13.29*
Volunteer Program (Schedule B)			5,504	Per Entity Allocation	5,504	*1*
Medic Program (Schedule C)	10,648	Medic FTE and	1,370	per Defib Basis	66,627	*6*
Battalion Chief Support (Schedule D)			78,644	.29 FTE per Station	78,644	*1*
ECC Support (Schedule E)	28.12	per Call and	18,529	per Station	127,759	
Fleet Support (Schedule F)			65,330	per Fire Suppression Equip	65,330	*1*
Comm/IT Support (Schedule G	41.21	per Call and	27,160	per Station	187,242	
Hazmat Support (Schedule I)					15,125	
SUPPORT SERVICES SUBTOTAL					**759,965**	
DIRECT CHARGES					**31,046**	
FIRE ENGINE USE AGREEMENT			36,250	each engine	**72,500**	*2*
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT (PCA 37129)					**577,333**	
(*Engine 20 Staffing on separate additional Exhibit "A")						
TOTAL STAFF COUNT						*13*
TOTAL ***ESTIMATED*** CITY BUDGET					**$4,196,719**	

1	Fire Stations	*13.0*	Assigned Staff
3,885	Number of Calls	*0.29*	Battalion Chief Support
6	Assigned Medic FTE	** *13.29*	Total Assigned Staff
2	Monitors/Defibs		
1	Hazmat Stations		
8	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

SUPPORT SERVICES (Fire Cost Allocation Plan) cont.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 21/22 POSITION SALARIES TOP STEP (per assumptions below)

316,514	DEPUTY CHIEF	36,250	FIRE ENGINE
312,336	DIV CHIEF	16,082	SRVDEL
263,060	BAT CHIEF	5,504	VOL DEL
225,271	CAPT	10,648	MEDIC FTE
254,658	CAPT MEDIC	1,370	MEDIC MONITORS/DEFIBS REPLACEMENT
198,282	ENG	78,644	BATT DEL
226,431	ENG/MEDIC	18,529	ECC STATION
173,831	FF II	28.12	ECC CALLS
199,960	FF II/MEDIC	65,330	FLEET SUPPORT
173,935	FIRE SAFETY SUPERVISOR	27,160	COMM/IT STATION
161,564	FIRE SAFETY SPECIALIST	41.21	COMM/IT CALLS
141,812	FIRE SYSTEMS INSPECTOR	1,442	FACILITY STATION
83,148	OFFICE ASSISTANT III	418.92	FACILITY FTE
94,600	SECRETARY I	4,468	HAZMAT STATION
179,773	COUNTY DEPUTY FIRE MARSHAL	1,095.74	HAZMAT CALLS
		1,891	HAZMAT VEHICLE REPLACEMENT

Cost Assumptions:

- *All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021*
- *Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim*
- *Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.*
- *Estimated Support Services based on previous assumptions with a 2.5% increase*

FY 21/22 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF BEAUMONT DATED JULY 1, 2021 FOR FY2022/2023

See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #66														
Medic Engine	236,535	*1*			208,196	*1*	237,752	*1*	547,568	*3*	419,915	*2*	1,649,966	*8*
Medic Squad					416,393	*2*	237,752	*1*			419,915	*2*	1,074,060	*5*
SUBTOTALS	236,535				624,589		475,505		547,568		839,831		**2,724,027**	
SUBTOTAL STAFF		*1*				*3*		*2*		*3*		*4*		*13*
FIRE SAFETY SPECIALIST (PCN 00006967)							164,796	each					164,796	1
													164,796	14

ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative/Operational (Schedule A)			16,886	per assigned Staff **	224,420	*13.29*
Volunteer Program (Schedule B)			5,779	Per Entity Allocation	5,779	*1*
Medic Program (Schedule C)	11,180	Medic FTE and	1,439	per Defib Basis	69,958	*6*
Battalion Chief Support (Schedule D)			82,576	.29 FTE per Station	82,576	*1*
ECC Support (Schedule E)	29.52	per Call and	19,455	per Station	134,147	
Fleet Support (Schedule F)			68,597	per Fire Suppression Equip	68,597	*1*
Comm/IT Support (Schedule G	43.27	per Call and	28,518	per Station	196,604	
Hazmat Support (Schedule I)					15,881	
SUPPORT SERVICES SUBTOTAL					**797,963**	
DIRECT CHARGES					**31,046**	
FIRE ENGINE USE AGREEMENT			36,250	each engine	**72,500**	*2*
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT (PCA 37129)					**606,199**	
(*Engine 20 Staffing on separate additional Exhibit "A")						
TOTAL STAFF COUNT						*13*
TOTAL ***ESTIMATED*** CITY BUDGET					**$4,396,531**	

1	Fire Stations	*13.0*	Assigned Staff
3,885	Number of Calls	*0.29*	Battalion Chief Support
6	Assigned Medic FTE	** *13.29*	Total Assigned Staff
2	Monitors/Defibs		
1	Hazmat Stations		
8	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

SUPPORT SERVICES (Fire Cost Allocation Plan) cont.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 22/23 POSITION SALARIES TOP STEP (per assumptions below)

332,340	DEPUTY CHIEF	36,250	FIRE ENGINE
327,953	DIV CHIEF	16,886	SRVDEL
276,213	BAT CHIEF	5,779	VOL DEL
236,535	CAPT	11,180	MEDIC FTE
267,391	CAPT MEDIC	1,439	MEDIC MONITORS/DEFIBS REPLACEMENT
208,196	ENG	82,576	BATT DEL
237,752	ENG/MEDIC	19,455	ECC STATION
182,523	FF II	29.52	ECC CALLS
209,958	FF II/MEDIC	68,597	FLEET SUPPORT
177,414	FIRE SAFETY SUPERVISOR	28,518	COMM/IT STATION
164,796	FIRE SAFETY SPECIALIST	43.27	COMM/IT CALLS
144,649	FIRE SYSTEMS INSPECTOR	1,514	FACILITY STATION
84,811	OFFICE ASSISTANT III	439.86	FACILITY FTE
96,492	SECRETARY I	4,691	HAZMAT STATION
183,369	COUNTY DEPUTY FIRE MARSHAL	1,150.52	HAZMAT CALLS
		1,986	HAZMAT VEHICLE REPLACEMENT

Cost Assumptions:

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY21/22.

FY 22/23 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PREVENTION, RESCUE, FIRE MARSHAL AND MEDICAL EMERGENCY FOR THE CITY OF BEAUMONT DATED JULY 1, 2021 FOR FY2023/2024

See notation below for estimate assumptions

	CAPTAINS		CAPTAIN MEDICS		ENGINEERS		ENGINEER MEDICS		FF II		FFII MEDICS		TOTALS	
STA #66														
Medic Engine	248,361	*1*			218,606	*1*	249,640	*1*	574,946	*3*	440,911	*2*	1,732,465	*8*
Medic Squad					437,212	*2*	249,640	*1*			440,911	*2*	1,127,763	*5*
SUBTOTALS	248,361				655,818		499,280		574,946		881,822		**2,860,228**	
SUBTOTAL STAFF		*1*				*3*		*2*		*3*		*4*		*13*
FIRE SAFETY SPECIALIST (PCN 00006967)							168,091	each					168,091	1
													168,091	14

ESTIMATED SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative/Operational (Schedule A)			17,731	per assigned Staff **	235,641	*13.29*
Volunteer Program (Schedule B)			6,068	Per Entity Allocation	6,068	*1*
Medic Program (Schedule C)	11,739	Medic FTE and	1,511	per Defib Basis	73,456	*6*
Battalion Chief Support (Schedule D)			86,705	.29 FTE per Station	86,705	*1*
ECC Support (Schedule E)	31.00	per Call and	20,428	per Station	140,854	
Fleet Support (Schedule F)			72,027	per Fire Suppression Equip	72,027	*1*
Comm/IT Support (Schedule G	45.43	per Call and	29,944	per Station	206,434	
Hazmat Support (Schedule I)					16,676	
SUPPORT SERVICES SUBTOTAL					**837,861**	
DIRECT CHARGES					**31,046**	
FIRE ENGINE USE AGREEMENT			36,250	each engine	**72,500**	*2*
COOPERATIVE FIRE ENGINE 20 STAFFING SHARE AGREEMENT (PCA 37129)					**636,509**	
(*Engine 20 Staffing on separate additional Exhibit "A")						
TOTAL STAFF COUNT						*13*
TOTAL ***ESTIMATED*** CITY BUDGET					**$4,606,236**	

1	Fire Stations	*13.0*	Assigned Staff
3,885	Number of Calls	*0.29*	Battalion Chief Support
6	Assigned Medic FTE	** *13.29*	Total Assigned Staff
2	Monitors/Defibs		
1	Hazmat Stations		
8	Number of Hazmat Calls		

SUPPORT SERVICES (Fire Cost Allocation Plan)

Administrative & Operational Services

Finance / Accounting	Procurement
Training	Public Affairs / Education
Data Processing	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

SUPPORT SERVICES (Fire Cost Allocation Plan) cont.

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting, Monitor/ Defibrillator replacement cycle.

Battalion Chief Support - Pooled BC coverage for Cities/Agencies that do not include BC staffing as part of their contracted services.

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

Facility Support - Facility maintenance staff with associated operating costs.

Hazmat Program - Support staff, operating costs, and vehicle replacement

FY 23/24 POSITION SALARIES TOP STEP (per assumptions below)

348,957	DEPUTY CHIEF	36,250	FIRE ENGINE
344,350	DIV CHIEF	17,731	SRVDEL
290,023	BAT CHIEF	6,068	VOL DEL
248,361	CAPT	11,739	MEDIC FTE
280,761	CAPT MEDIC	1,511	MEDIC MONITORS/DEFIBS REPLACEMENT
218,606	ENG	86,705	BATT DEL
249,640	ENG/MEDIC	20,428	ECC STATION
191,649	FF II	31.00	ECC CALLS
220,456	FF II/MEDIC	72,027	FLEET SUPPORT
180,962	FIRE SAFETY SUPERVISOR	29,944	COMM/IT STATION
168,091	FIRE SAFETY SPECIALIST	45.43	COMM/IT CALLS
147,542	FIRE SYSTEMS INSPECTOR	1,590	FACILITY STATION
86,507	OFFICE ASSISTANT III	461.86	FACILITY FTE
98,422	SECRETARY I	4,926	HAZMAT STATION
187,036	COUNTY DEPUTY FIRE MARSHAL	1,208.05	HAZMAT CALLS
		2,085	HAZMAT VEHICLE REPLACEMENT

Cost Assumptions:

- All Salaries based on FINAL Salary, Pay Differentials, and Operating Expenses Schedule FY 2021-2022 Dated January 12, 2021
- Benefits and Admin Fee based on Staff Benefit Rate Matrix FY 2021-22 dated February 2021 - Prelim
- Direct cost of benefits (COBEN) is based on 1st Qtr AO-17 data.
- Projected increase of 5% to Safety & 2% Non-Safety Staff and 5% Support Services from previous FY22/23.

FY 23/24 DIRECT BILL ACCOUNT CODE

520230	Cellular Phone	522340	Station Budgeted Maint-Building and Improvement
520300	Pager Service	522360	Maint-Extermination
520320	Telephone Service	522380	Maint-Critical Systems
520800	Household Expense	522410	Maint-Health & Safety
520805	Appliances	522860	Medical Supplies
520830	Laundry Services	522890	Pharmaceuticals
520840	Household Furnishings	523220	Licenses And Permits
520845	Trash	523680	Office Equip Non Fixed Assets
521380	Maint-Copier Machines	526700	Rent-Lease Building
521440	Maint-Kitchen Equipment	529500	Electricity
521540	Maint-Office Equipment	529510	Heating Fuel
521660	Maint-Telephone	529550	Water
521680	Maint-Underground Tanks	537240	Interfnd Exp-Utilities
522310	Maint-Building and Improvement	542060	Capital Improvements Facilities

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE, FIRE MARSHAL
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT
DATED JULY 1, 2021**

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 66

Engine E66 , RCO No. 16-848	$ 36,250.00
Engine E266 , RCO No. 04-813	$ 36,250.00
	$ 72,500.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the owner of said fire

engine(s). All other maintenance and repairs to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $725,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.

EXHIBIT "D"

TO THE COOPERATIVE AGREEMENT TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF BEAUMONT DATED JULY 1, 2021

PAYMENT FOR ADDITIONAL SERVICES

OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -

- Review Planning and Development Cases for the CITY
- Review and inspection of construction development for the CITY
- State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
- Review, Permitting and Inspection of Special Events
- Investigation of fire safety complaints
- Meeting with development applicants and customers

Administrative activities -

- Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
- Provide information to customers on CITY Ordinances and Standards for construction
- Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
- Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:

- Vehicle and regular maintenance
- Training
- Office space, furniture, Code & Standard reference books, and general & field supplies

- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Agreement and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.5
(ID # 13911)
MEETING DATE:
Tuesday, January 26, 2021

FROM : FIRE DEPARTMENT:

SUBJECT: FIRE DEPARTMENT: Approval of Annual Fire Department Cost Allocation Plan for FY 20/21, All Districts. [$29,047,243, 100% Contract Partner Revenue]

RECOMMENDED MOTION: That the Board of Supervisors approve the attached FY 2020/21 Fire Department Cost Allocation Plan.

ACTION:

Bill Weiser
Bill Weiser, Fire Department Chief 12/29/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays:	None
Absent:	None
Date:	January 26, 2021
xc:	Fire

Kecia R. Harper
Clerk of the Board
By: _____
Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$ 29,047,243	$ N/A	$ 29,047,243	$ N/A
NET COUNTY COST	$ N/A	$ N/A	$ N/A	$ N/A

SOURCE OF FUNDS: 100% Contract revenue subject to actual cost reconciliation	**Budget Adjustment:** No
	For Fiscal Year: 20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Fire Department currently contracts with twenty cities, one community services district and provides dispatch services to County Environmental Health, City of Calimesa, three Tribal Fire Departments, and one Fire Protection District within Riverside County. These agencies contribute revenue annually to a portion of the Fire Department's overhead and general operations.

The Allocation Plan was initially developed in 2005, with a team that included representation from six of the twenty contracting partners. The plan's methodology is based on indirect charging and is equitable and easy to audit. Six agencies participated in 2005: City of Temecula, Moreno Valley, Palm Desert, Indian Wells, Rancho Mirage and Rubidoux Community Services District. The County was represented by County Fire Executive staff.

The purpose of the Fire Department Cost Allocation Plan is to identify the direct costs that will be charged to each contract city/agency (e.g. station appliances & building maintenance); and, provide a clear, reasonable and supportable methodology for distributing indirect administrative and specialized program costs that cannot be tracked at a station level. The specialized costs include the Fire Department's Hazardous Materials Team. This specialized program provides a regional benefit to all our partners and the County. The attached Cost Allocation Plan shows this fiscal year's allocation analysis which calls for an average increase of 1.80% from last fiscal year's Allocation Plan. This increase is due to various operating cost increases in our Emergency Medical Services Bureau training and the Battalion Chief Support costs.

The Allocation Plan is based upon the department's FY 20/21 budget and CalFire personnel rates. The Cities will receive an estimated invoice for quarter 1 through quarter 3; then the budgeted figures listed in the plan will be adjusted to actual cost in the 4th quarter of FY 20/21. This cost allocation plan is effective July 1, 2020. The Allocation Plan is later than usual due to unanticipated delays with our CalFire personnel rate matrix. We waited for this additional information to ensure we provide the best estimate for our partners.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

The Auditor Controller's office has reviewed and approved the methodology applied in preparing proposed Cost Allocation Plan.

Impact on Residents and Businesses

There is no direct impact by the county; however, some cities may show an overall increase or decrease in services. This rate is based on their level of services which may have changed from the previous year.

SUPPLEMENTAL

Additional Fiscal Information

Fire estimates receiving $29,047,243 for FY 20/21 and is included in the department budget. This is an increase of 1.8% from last fiscal year. This increase is due to an increase to some city/districts level of services being provided. Some partner cities/districts may show an overall increase or decrease in costs, as this rate is based on their level of services which may have changed from the previous year. The Cost Allocation Plan has no general fund impact.

Contract History and Price Reasonableness

The Cost Allocation Plan has been created annually since 2005. The estimated cost increase for FY 20/21 is 1.80% from the previous FY 19/20. This increase is due to the increase of various operating cost increases in our Emergency Medical Services and Training Bureaus and the Battalion Chief Support costs.

Attachment:

Riverside County Integrated Fire Services FY 2000/21 Cost Allocation Plan.

Diane Sinclair, Deputy Director-Fire Admin 1/7/2021

Cherilyn Williams 1/19/2021

Jeff Van Wagenen, Assistant CEO / Public Safety 1/20/2021

RIVERSIDE COUNTY INTEGRATED FIRE SERVICES

FY 20/21
FIRE DEPARTMENT
COST ALLOCATION PLAN

July 1, 2020

Presented by:

Bill Weiser
County Fire Chief

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A – Summary of Administrative Costs
B – Summary of Volunteer Program Costs
C – Summary of Medic/EMS Admin. Costs & Monitor/Defib. Costs
D – Summary of Field Battalion Chief Costs
E – Summary of ECC/Dispatch Costs
F – Summary of Fleet Support Costs
G – Summary of Comm/IT Costs
H – Summary of Facility Maintenance Support Costs
I – Summary of Hazmat Support Costs

APPENDICES: 19 – 33

Appendix 1 – Detail of State Contract Rates
Appendix 2 – State Command & Support Personnel Costs
Appendix 3 – County Support Personnel Costs
Appendix 4 – Budgeted 20/21 Operating Expenses
Appendix 5 – Calculation of Equipment Expenses
Appendix 6 – Support Services FTE (position) Basis
Appendix 7 – Basis for Calls, Suppression Equip., Facility Costs, City BC Support, & Monitor/Defib.
Appendix 8 – Fire Station Listing Details
Appendix 9 – Direct Bill Account Codes

EXECUTIVE SUMMARY

The Riverside County Fire Department is an integrated, cooperative, regional fire protection system that provides fire, EMS, technical rescue and hazardous materials response to residents in the unincorporated area and in 20 partner cities and one community services district. The County of Riverside contracts for emergency response from the State of California Department of Forestry and Fire Protection (CAL FIRE), to serve as the Riverside County Fire Department. This regional system is integral to providing a high level of public safety service to residents of Riverside County. Funding the fire department is complex requiring the allocation of direct and indirect cost methodologies.

Our Cost Allocation plan is designed to allocate costs to an agency. The costs can be direct billed costs or indirect costs. Typical direct costs include expenditures easily identified to a particular project or personnel positions. A few examples of these direct costs are telephone services, fire station utility expenses and personnel directly assigned to a Fire Station. However, some positions and costs cross over multiple programs and as such are best charged as indirect costs. A few examples of these indirect costs are Deputy Chiefs, warehouse inventory, and fire equipment maintenance. Requirements of 2CFR, Part 200 (formerly OMB Circular A-87) sets the national standard for the allocation of indirect costs.

To ensure full cost recovery for services rendered to contracting agencies, these agencies annually reimburse the fire department for overhead and general operations.

The Allocation Plan was initially developed in 2005, with a team that included representation from six of the then 17 contracting partners. The team evaluated the current methodology for allocating over-head costs (Service Delivery) and developed this cost allocation method based on direct charging where applicable as it would be equitable and easy to audit and indirect costing necessary to support operations. The six partner agencies that participated at that time were the City of Temecula, Moreno Valley, Palm Desert, Indian Wells, Rancho Mirage and Rubidoux Community Services District. The County was represented by County Fire Executive staff.

For Fiscal Year 20/21, this document identifies the costs that will be charged directly to the agency (e.g. utilities, station appliances, & building maintenance); and, provides a clear, reasonable & supportable methodology for distributing administrative and program costs (indirect costs) that cannot be otherwise handled than as an indirect cost. A few of these costs are support personnel, Deputy Chiefs, and training expenses. Budgeted figures listed in the plan will be adjusted as necessary to actual costs in the 4th quarter of FY 20/21. Any asset costs were also amortized at that time with actual costs to the appropriate month of purchase. This cost allocation plan is effective July 1, 2020.

Our City Partners will receive an estimated invoice for quarter 1 through quarter 3 then the budgeted figures listed in the plan will be adjusted to actual cost in the 4th quarter of FY 20/21.

BACKGROUND

Prior to June 30, 2004:

All operating *budgeted* costs with the exception of the fire safety personnel assigned to a specific station were pooled together and divided by the number of active stations. The per station cost was then multiplied by the number of stations with each agencies jurisdiction and was called the "Service Delivery" charge.

Example: Moreno Valley has 6 stations
$20 million divided by 100 stations = $200,000; $200K x 6 = $1,200,000

Contract agencies were notified what the Service Delivery charge per station would be. No details as to the *budgeted* costs included in Service Delivery were provided.

This pooled cost not only included the personnel costs for State and County administrative, dispatch, fleet services, it also included the workers comp and liability insurance for the volunteer program, two hazard materials teams, all materials, equipment and supplies used by the stations, and fuel for the entire fleet. Even the utility accounts for City owned stations were assigned to the County for payment and included as part of the pooled cost. All participating agencies, regardless of the location, size and staffing of their stations were burdened with the exact same share of the cost pool with only minor adjustments made for contract agencies that preferred to do their own repairs or pay their own utilities.

September 2004:
A newly appointed Fire Chief (Craig Anthony) after visiting all of the contracting agencies directs the Executive Staff to "fix" Service Delivery and put together a team that included key staff from contracting agencies.

December 2004:
The 1st meeting was held at Perris Headquarters. All members acknowledged current distribution methodology is not equitable. This was easily demonstrated by providing a spreadsheet that showed the utility cost passed through Service Delivery ($8,081) vs. the actual utility costs for each of their agency stations. One station's actual cost in the Western County area was $5,135, but was burdened with $8,081 through Service Delivery. Conversely, a station in the Desert area had $15,175 in actual costs but charged significantly less. Cost disparities between rural, urban and heavy urban station could no longer be ignored.

Members were also notified they were paying for "*budgeted*" costs in Service Delivery not actual. County agreed to credit 4th quarter billings to reflect the actual costs.

March 2005:
Members agree that all costs that are currently tracked by station should be charged direct in FY 06/07 and utility accounts will be transferred to city/agency for direct payment.

July 2005:
Notice to all agencies regarding pending changes in Service Delivery and the transfer of Utility accounts effective August 15, 2005.

September 2005:
On the 4th quarter billing a credit of $1,278 per station was applied towards Service Delivery charges to reflect actual costs, not budgeted costs. Agencies also notified that some costs, like facility maintenance and telephone services will be charged directly and removed from Service Delivery in the current fiscal year.

November 2005:
Conference call regarding proposal to split out Service Delivery into four program components: Administration, Volunteers, EMS (paramedic program), Battalion Coverage. Set up meeting in January 2006 for review and final recommendations for current fiscal year.

January 2006:
Members agree in principal with splitting out costs into the four program components, but request implementation be deferred until FY 06/07 to allow for more detail analysis and to give other contracting agencies more time to adjust to the pending changes. County agrees to continue pooling all costs and split on a per station basis in FY 05/06, EXCEPT for charges that can easily be charged direct down to a station level.

February 2006:
Members agree to Volunteer distribution based on # of active volunteer stations within each agency. Agreed to spread the Field Battalion Chief costs by station to those agencies that do not contract directly for their own Battalion Chief. Agreed Medic program costs should be spread only to agencies with a medic program. Requested a sub-committee of agency members be established to further analyze the Administrative Program costs and evaluated if additional programs can be identified with their own cost and distribution model. Dispatch services were specifically identified with a recommendation to consider a per call basis for distribution.

March 2006:
Sub-committee presents recommended methodology that adds three more program components previously pooled under Administration: ECC/Dispatch, IT/Communications and Fleet Services. Service Delivery dissolves into 7 program components. Members approve the Integrated Fire Services Cost Allocation Plan (See Support Services Summary).

February 2007:
At the February Contract/Agency meeting it was suggested by the city of Moreno Valley to break out the Facility Maintenance Support costs. It was determined that very few cities were utilizing this portion of the Fire Departments resources. After discussions with Fire's Deputy Chief of Admin, it was determined that we would break-out the costs and distribute based on number of fire stations and personnel located at each station. This would allow us to capture the differences in size of each station.

February 2010:
In 2010, an audit recommendation brought forward by the Riverside County Auditor Controllers Office that the Fire Department update the cost allocation plan to include Hazmat operations as a program component. The County Fire Chief directed the Fire Department Executive Staff to form a team that included representation from our contracting partners to evaluate and develop a new methodology for allocating the Hazmat program costs. Six partner agencies requested to participate: City of Beaumont, Menifee, Moreno Valley, Temecula, Wildomar, and Rubidoux Community Services District. The County was represented by County Fire Executive staff.

November 2010:
Also in 2010, The Board of Supervisors approved Ordinance No. 903 an ordinance of the County of Riverside to regulate Volunteer Fire Companies and Ordinance No. 904, an ordinance of the County of Riverside to establish a Reserve Volunteer Fire Fighter Program. The adoption of these ordinances would facilitate and organize resources that may serve or assist the Fire Department in providing the best level of fire protection and prevention services possible and reduces confusion and mismanagement of incidents by controlling all Volunteer Fire Companies. The approval and implementation of these ordinances will also result in substantial program savings that will be passed on to our Partner

January 2012:
In order to ensure that the Countywide MDC and Monitor/Defibrillator equipment is kept current, maintained, and replaced within the useful life replacement cycle, we have included those replacement costs into the Cost Allocation Plan.

The MDC's are non-fixed assets, thus the replacement costs are included in Appendix 4 and allocated in the COM/IT Support Services "Schedule G".

The Monitor/Defibrillators are assets, thus the replacement costs are included in Appendix 5 and allocated under EMS Monitors. Here they are amortized by the useful life replacement cycle of seven (7) years. The cost is allocated based on the total number of Monitor/Defibrillators in each Contract Partners jurisdiction.

Y 20/21 SUPPORT SERVICES SUMMARY July 1, 2020

	ADMIN / OPERATIONAL $19,577 PER POSITION	VOLUNTEER PROGRAM $5,370 PER STATION	MEDIC SUPPORT/ MONITOR-DEFIB	BATT. CHIEF SUPPORT $76,422 PER STATION	ECC STATION / CALL BASIS	FLEET SUPPORT $63,737 PER EQUIP	COMM / IT STATION / CALL BASIS	FACILITIES STATION / POSITION BASIS	HAZMAT STATION/ HZMT CALL BASIS	FY 20/21 TOTAL SUPPORT SERVICES	ESTIMATED DIRECT COSTS	GRAND TOTAL
anning	165,230	5,370	33,934	114,633	159,083	127,474	233,069	-	20,329	**859,122**	39,763	898,884
ngine 20	156,616	-	31,260	-	-	-	-	-	-	**187,876**	-	187,876
eaumont	260,178	5,370	65,194	76,422	124,687	63,737	182,675	-	14,887	**793,151**	31,046	824,197
anyon Lake	162,293	5,370	32,597	76,422	40,529	63,737	59,382	-	7,328	**447,658**	14,219	461,877
oachella	223,569	5,370	60,071	76,422	93,214	63,737	136,566	5,956	11,648	**676,551**	37,220	713,771
esert Hot Springs	162,293	5,370	32,597	76,422	147,627	63,737	216,282	-	11,648	**715,976**	46,292	762,268
astvale	422,472	5,370	106,874	152,844	126,279	127,474	185,013	11,397	23,610	**1,161,332**	77,378	1,238,710
dian Wells	279,755	5,370	87,371	76,422	50,270	63,737	73,653	-	7,328	**643,906**	77,985	721,891
dio	1,086,524	5,370	342,937	-	303,734	254,948	444,999	-	33,496	**2,472,007**	184,405	2,656,412
a Quinta	509,198	5,370	133,011	229,266	180,528	191,211	264,494	-	22,614	**1,535,691**	56,906	1,592,597
ake Elsinore	548,156	5,370	108,211	-	216,063	191,211	316,553	-	29,093	**1,414,657**	73,150	1,487,807
enifee	978,850	5,370	206,002	-	386,465	286,817	566,202	-	43,215	**2,472,920**	140,065	2,612,985
oreno Valley	1,468,275	5,370	314,213	-	651,947	446,159	955,155	-	73,702	**3,914,822**	265,261	4,180,083
orco	305,010	5,370	54,774	152,844	106,385	127,474	155,868	-	20,370	**928,095**	44,766	972,861
alm Desert	1,133,117	5,370	321,959	229,266	335,317	318,685	491,263	-	28,013	**2,862,990**	311,827	3,174,817
erris	383,318	5,370	75,614	152,844	247,536	127,474	362,657	-	24,690	**1,379,503**	64,203	1,443,706
ancho Mirage	539,934	5,370	194,245	152,844	177,948	127,474	260,709	-	13,891	**1,472,416**	110,516	1,582,932
ubidoux	162,293	5,370	32,597	76,422	100,293	63,737	146,937	4,677	15,967	**608,293**	41,250	649,544
an Jacinto	263,115	5,370	65,194	114,633	215,829	63,737	316,202	-	21,409	**1,065,489**	53,876	1,119,365
emecula	1,272,505	5,370	226,842	-	332,614	318,685	487,312	-	43,257	**2,686,585**	142,102	2,828,687
ildomar	260,178	5,370	75,614	76,422	100,376	63,737	147,058	6,720	12,728	**748,202**	40,315	788,517
OUNTY	7,871,324	91,240	1,742,417	2,322,598	2,450,188	6,405,569	3,748,791	213,296	1,055,882	25,901,305	11,408,194	37,309,499
Y20/21 TOTAL	18,614,203 (schedule A)	198,640 (schedule B)	4,343,527 (schedule C)	4,156,726 (schedule D)	6,546,913 (schedule E)	9,560,551 (schedule F)	9,750,839 (schedule G)	242,046 (schedule H)	1,535,105 (schedule I)	**54,948,549**	13,260,740 (appendix 4 & 8)	68,209,288
9/20 TOTALS	19,510,088	254,863	3,286,195	$3,317,255	6,458,197	9,183,430	9,201,734	325,084	1,668,572	**53,205,418**		
crease/ ecrease)	(895,885)	(56,223)	1,057,333	839,471	88,716	377,121	549,105	(83,038)	(133,468)	1,743,131		

COST ALLOCATION PLAN RESULTS

07/01/2020

(Service Delivery)

	FY 14/15 Budgeted	FY 15/16 Budgeted	FY 16/17 Budgeted	FY 17/18 Budgeted	FY 18/19 Budgeted	FY 19/20 Budgeted	FY 20/21 Budgeted	FY 19/20 TO FY 20/21 VARIANCE	PERCENT INCREASE
Banning	739,971	815,446	824,981	912,192	889,305	850,220	859,122	8,902	1.05%
Engine 20	147,322	173,567	179,918	187,210	181,988	186,563	187,876	1,313	0.70%
Beaumont	535,925	603,293	608,213	651,065	638,682	846,214	793,151	(53,063)	-6.27%
Canyon Lake	371,809	-	334,607	380,776	442,398	445,543	447,658	2,114	0.47%
Coachella	620,461	670,401	667,397	715,818	634,768	670,762	676,551	5,790	0.86%
Desert Hot Springs	625,081	703,177	684,418	744,382	729,733	707,006	715,976	8,970	1.27%
Eastvale	602,755	696,618	707,938	1,010,319	1,009,521	1,150,825	1,161,332	10,507	0.91%
Indian Wells	510,299	581,929	584,424	632,987	619,926	618,662	643,906	25,244	4.08%
Indio	1,946,208	2,211,783	2,301,555	2,469,734	2,406,495	2,431,913	2,472,007	40,094	1.65%
La Quinta	1,222,633	1,391,512	1,387,818	1,492,508	1,494,677	1,514,732	1,535,691	20,959	1.38%
Lake Elsinore	1,369,452	1,483,313	1,541,968	1,170,162	1,438,312	1,401,404	1,414,657	13,253	0.95%
Menifee	1,752,192	1,997,145	2,069,340	2,404,014	2,526,270	2,445,168	2,472,920	27,752	1.13%
Moreno Valley	3,050,914	3,472,288	3,541,443	4,007,192	3,967,017	3,866,968	3,914,822	47,854	1.24%
Norco	632,424	719,208	739,443	792,457	785,469	779,908	928,095	148,187	19.00%
Palm Desert	2,191,945	2,519,076	2,600,694	2,818,894	2,779,114	2,750,399	2,862,990	112,591	4.09%
Perris	1,111,370	1,253,737	1,259,368	1,339,714	1,364,850	1,363,574	1,379,503	15,929	1.17%
Rancho Mirage	1,083,821	1,214,193	1,357,062	1,514,165	1,468,453	1,439,866	1,472,416	32,550	2.26%
Rubidoux	515,624	574,444	566,663	624,080	626,024	604,363	608,293	3,930	0.65%
San Jacinto	949,977	705,589	1,010,677	1,163,887	1,113,718	1,049,471	1,065,489	16,018	1.53%
Temecula	1,999,695	2,270,143	2,328,149	2,461,049	2,678,355	2,677,139	2,686,585	9,446	0.35%
Wildomar	585,896	650,553	655,834	717,346	716,372	738,863	748,202	9,339	1.26%
COUNTY	19,337,071	22,691,018	23,163,336	24,466,110	25,831,851	24,666,074	25,115,253	449,179	1.82%
	42,230,317	47,771,875	49,484,227	52,858,133	54,343,298	53,205,639	54,162,496	956,857	1.80%

PROGRAM DESCRIPTIONS

ADMINISTRATIVE COSTS - SCHEDULE A
This includes all State & County executive and support staff costs. They are responsible for supporting over 1,00 employees and provide all the materials, supplies and equipment to support all facilities. Stock items for station operations (toilet paper, gloves, small appliances) issued by the warehouse are also included in this cost pool. The allocation is based on number of fire suppression FTE's (positions).

VOLUNTEER PROGRAM - SCHEDULE B
This program provides all the support staff (Volunteer Services Manager & Office Assistant) and the operating expenses to manage the County-wide Volunteer Reserve Program. Allocation is based on number of Cooperative Entities. This service is a regional resource to the integrated cooperated system. Not every fire station has a Volunteer Company. The resource is available to all if the occasion arises.

MEDIC/EMS ADMINISTRATIVE SUPPORT - SCHEDULE C
This Unit provides program over-sight to Para-Medic program. It is responsible for quality assurance, produces case reports, investigates complaints, coordinates training, develops contracts, and orders medical supplies. Allocation based on the number of Medic FTE's (positions). It also includes the costs for purchasing new replacement Monitors/Defibrillators, which are amortized over 7 years. This Allocation is based on Number of Monitors per each Cooperative Entity.

BATTALION CHIEF SUPPORT - SCHEDULE D
Provides Field Battalion coverage to agencies that currently do not have their own Battalion Chief on contract. The allocation includes a base line number of Battalion Chiefs which are allocated based on number of stations.

ECC/DISPATCH SERVICES - SCHEDULE E
This component includes the staff salaries for State and County personnel assigned to the Emergency Command Center. General industry standards require 1 Dispatcher per 2500 calls. It also includes the costs for upgrading and maintaining the CAD system. Allocation is based on 75% call volume, and 25% station basis. These percentages were agreed upon by the participating Partner Cities and County Fire Executive Staff. The reasoning is that every fire station needs dispatch services, regardless of the number of calls. Although these services are not mandated, County Fire provides these services to our Partners.

FLEET SUPPORT SERVICES - SCHEDULE F

Maintenance of the Fleet is performed primarily by County employees with supervision and management oversight provided by the County. Operating costs include general preventative costs and minor repairs and equipment replacement. Capital costs>$5000 for major repairs are not included and are a direct charge to the agency owning the apparatus. The allocation is based on the number of assigned suppression equipment to each station. The assigned suppression equipment basis does not include regionally beneficial equipment (i.e. water tenders, breathing supports, utilities, and reserve engines).

COMMUNICATIONS/& INFO TECHNOLOGY - SCHEDULE G

The Communication and Information Technology staff is responsible for recommending, ordering and installing all radio and computer equipment. They are also responsible for contracting the installation and repair of all safety communication devices on suppression equipment. Radios and computers are assigned to people, vehicles, trucks and stations and require regular coordination with the ECC/Dispatch Services. Allocation based on 75% call volume, 25% station basis. These percentages were agreed upon by the participating Partner Cities and County Fire Executive Staff. The reasoning is that every fire station needs these services, regardless of the number of calls. Although these services are not mandated, the County Fire provides these services to our Partner Cities.

FACILITY MAINTENANCE SUPPORT – SCHEDULE H

The facility maintenance is completed primarily by County employees. The facility maintenance support personnel are responsible for maintaining various fire stations. The stations contact these personnel for general maintenance. This includes purchasing, obtaining proper bids, servicing fixtures in the stations, etc… This support does not include large public work projects or capital improvements. Allocation is based on 25% station basis and 75% FTE (positions). These percentages were agreed upon by the participating Partner Cities and County Fire Executive Staff. The reasoning is that the greater number of positions located at a fire station, the greater a need will be for services. Although these services are not mandated, the County Fire provides these services to our Partner Cities if agreed upon in their Agreement.

HAZMAT SUPPORT - SCHEDULE I

This includes the Hazmat Team staff salaries, benefits, and operating costs. The Teams are responsible for responding to all Hazardous Materials incidents within Riverside County. A vehicle replacement amount is built into the Allocation to allow for future vehicle replacements. Allocation based on 75% hazmat calls, 25% station basis, and the vehicle replacement piece is allocated by entity. These percentages were agreed upon by the participating Partner Cities and County Fire Executive Staff. The reasoning is that every fire station needs these services, regardless of the number of calls. Although these services are not mandated, the County Fire provides these services to our Partner Cities.

FY 20/21 ADMINISTRATIVE / OPERATIONAL SUPPORT SERVICES SCHEDULE (SCHEDULE A)

		POSITION BASIS		
	(Appendix 6)	**Positions**	**950.82**	
EMERGENCY RESPONSE				
State Command/Support Personnel (Appendix 2)		$7,846,976	8,252.85	
County Support Personnel (Appendix 3)		$4,633,253	4,872.90	
TOTAL PERSONNEL COMMAND/SUPPORT				
OPERATING COSTS (Schedule "A" & "C")				
Schedule "A":				
Travel in state (based on current actual cost)		$162,531	170.94	
Schedule "C":				
Operating Expenses (Appendix 4)		$5,922,964	6,229.32	
CAPITAL COSTS TO ALLOCATE (SCHEDULE "C") (Appendix 5)				
Average capital non-fire trucks expenditures (amortized over life of asset)		$48,218	50.71	
TOTAL CAPITAL COSTS				
	TOTAL COSTS	$18,613,942		
	TOTAL SERVICE & DELIVERY		**19,577**	**Per Position**

FY 20/21 VOLUNTEER PROGRAM SUPPORT SERVICE SCHEDULE (SCHEDULE B)

		ENTITY BASIS 20
EMERGENCY RESPONSE		
County Support Personnel (Appendix 3)	$141,961	
OPERATING COSTS (Appendix 4)	$56,688	
Subtotal	$198,649	
County Responsibility (Appendix 7)	45.93%	
	91,240	
TOTAL COSTS	$107,409	
VOLUNTEER SERVICE DELIVERY		**$5,370 Per Entity**

FY 20/21 MEDIC PROGRAM SUPPORT SERVICE & MONITOR SCHEDULE (SCHEDULE C)

	POSITION BASIS		MONITOR BASIS	
	(Appendix 6) **Positions**	**399.01**	(Appendix 7)	**139.00**
EMERGENCY RESPONSE				
State Command/Support Personnel (Appendix 2)	$2,794,478	$7,004	0	0
County Support Personnel (Appendix 3)	$1,117,039	$2,800	0	0
TOTAL PERSONNEL COMMAND/SUPPORT	$3,911,517	$9,803	0	0
OPERATING COSTS (Appendix 4)	$244,930	$614	0	0
CAPITAL COSTS TO ALLOCATE (Appendix 5)				
Average capital non-fire trucks expenditures	$1,133	$3	0	0
Replacements - Monitors/Defibs (amoritized over life of assets)	0	0	$185,901	$1,337
MEDIC SUPPORT SERVICE & MONITORS	$4,157,580		$185,901	
TOTAL COST	**Per Medic Position**	**$10,420**	**Per Entity's # of Monitors**	**$1,337**

FY 20/21 CITY BATTALION CHIEFS SUPPORT SCHEDULE (SCHEDULE D)

	Stations (Appendix 7)	
EMERGENCY RESPONSE	**24**	
State Command/Support Personnel (Appendix 2)	$1,834,122	
TOTAL COST	$1,834,122	
CITY BATTALION SERVICE DELIVERY	**$76,422**	**Per Station**

FY 20/21 EMERGENCY COMMAND CENTER (ECC) SUPPORT SCHEDUL			(SCHEDULE E)
		STATION / CALL BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
EMERGENCY RESPONSE		92.0	181,916
State Command/Support Personnel (Appendix 2)	$452,916	$1,231	$2
County Support Personnel (Appendix 3)	$6,011,359	$16,335	$25
OPERATING COSTS (Appendix 4)	$160,373	$436	$1
CAPITAL COSTS TO ALLOCATE (Appendix 5)	$30,000	$82	$0.12
TOTAL COST	$6,654,648	**$18,083**	**$27.44**

FY 20/21 FLEET SUPPORT SCHEDULE (SCHEDULE F)

		FIRE SUPPRESSION EQUIPMENT (Appendix 7)	
EMERGENCY RESPONSE		**150.00**	
State Command/Support Personnel (Appendix 2)	$0	$0	
County Support Personnel (Appendix 3)	$3,132,050	$20,880	
OPERATING COSTS (Appendix 4)	$6,411,981	$42,747	
CAPITAL COSTS TO ALLOCATE (Appendix 5)	$16,524	$110	
TOTAL COST	$9,560,556	**$63,737**	**per Equip.**

FY 20/21 COMMUNICATIONS / IT SUPPORT SCHEDULE (SCHEDULE G)

		STATION / CALL BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
PERSONNEL		92.0	181,916
State Command/Support Personnel (Appendix 2)	$0	$0	$0
County Support Personnel (Appendix 3)	$4,815,668	$13,086	$20
OPERATING COSTS (Appendix 4)	$4,785,169	$13,003	$20
CAPITAL COSTS TO ALLOCATE (Appendix 5)	$150,355	$409	$0.62
TOTAL COST	$9,751,191	**$26,498**	**$40.20**

FY 20/21 FACILITY MAINTENANCE SUPPORT SCHEDULE (SCHEDULE H)

		STATION / POSITIONS BASIS (Appendix 7 & 6)	
		STATIONS	POSITIONS
		25%	75%
PERSONNEL		43.0	444.20
County Support Personnel (Appendix 3)	$213,472	$1,241	$360
OPERATING COSTS (Appendix 4)	$28,584	$166	$48
CAPITAL COSTS TO ALLOCATE (Appendix 5)	$0	$0	$0
TOTAL COST	$242,057	**$1,407**	**$408.70**

FY 20/21 HAZMAT SUPPORT SCHEDULE (SCHEDULE I)

		STATION / HAZMAT CALLS BASIS (Appendix 7)	
		STATIONS	CALLS
		25%	75%
PERSONNEL		86.0	1,052.00
State Command/Support Personnel (Appendix 2)	$1,719,052	$4,997	$1,226
OPERATING COSTS (Appendix 4)	$235,694	$685	$168
ESTIMATED REVENUE (Appendix 4)	($440,000)	($1,279)	($314)
CAPITAL COSTS TO ALLOCATE (Appendix 5)	$0	$0	$0
Hazmat Vehicle	$1,845	1	**$1,845.24**
(1/20 of the estimated replacement cost - $775,000)			
TOTAL COST	$1,514,745	**$4,403**	**$1,079.90**

FY 20/21 Cheat Sheet February 2020 with Salary Increases & Benefit Est Incr^^

WC per ork Period	
C. (N-sup)	$3,566
-Medic	$3,540
-Hazmat	$3,152
C.	$3,078
E-Medic	$3,120
E-Hazmat	$2,771
E	$2,696
II-Medic	$2,703
II-Hazmat	$2,395
II	$2,320
I	$2,055
-HZ-Medic	$3,577
E-HZ-Medic	$3,195
II-HZ-Medic	$2,778

STAFF BENEFITS:	annualized	FF I STAFF BENE
POFF	67.01%	101.66%
MISC	65.45%	
MEDI	1.45%	
EDWC	44.02%	
POF-RET/MEDI	37.55%	
MISC	7.65%	

Extended Duty Pay / month	
Unit Chief	
Unit Chief	$1,535
Deputy Chief	
Deputy Chief	$1,462
Division Chief	
Division Chief	$1,462
FEM II	$0
FEM I	$0

100.00% Dep Chief

Uniform allowance		
Perm Full-time	$2,130.00	$177.50
FF I	$2,130.00	$178.00
COM OPER	$0.00	

PARAMEDIC RETENTION PAY DIFFERENTIAL			
FF II PM	FAE PM	FC PM	
$5,400	$5,700	$6,000	FY 12-13 AVG.
		37.55%	benefit rate
$7,427.70	$7,840.35	$8,253.00	(AVG. W/BENE)

Estimated Annual Overtime Hours	
BU 8	446
FF I	206
Misc.	156

1.45% BENFIT for unplanned O/T

100.00% Div Chief 100.00% Batt Chief 100.00% Unit - 8 100.00% Misc.

Education Incentive Pay		
$0	Per Month	Sup
$75	Per PP	Rank & File
	12	pay periods
	12	months
	13	work periods
FF I	6	work periods
	5	pay periods

Overtime			
Div Chief	$0	FF I I	$31
BC	$47	FF II-Haz	$32
FC -A	$40	FF II-Med	$36
FC -Hazmat	$41	FF I	$27
FC-Medic	$47	FC-HZ-Med	$47
FAE	$35	FAE-HZ-Med	$42
FAE-Hazmat	$36	FF II-HZ-Med	$37
FAE-Medic	$41	Misc.	$49
		Custodian	$27

Hazmat Differential
Built into monthly rates

ADM FEE 11.96%

	MO. SALARY	RECRUIT & RET / HZ DIF	LONGEVITY 5%/3% avg	EDUCATION $75.00/mo	EXTENDED DUTY PAY	EDP DEP CHIEF	ANNUAL SALARY	STAFF BENEFITS	SALARY & BENE	EDWC / ERB	EDWC BENEFITS	UNIFORM ALLOWANCE	MEDIC BONUS	MEDICARE BENEFITS	RET / MEDI BENEFITS	SALARY SUBTOTAL	OVERTIME	TOTAL
					15% of Base Pay for 12 mos.														
FETY	TOP STEP							67.01%			44.02%			1.45%	37.55%		1.45%		
			7.00%																
P CHIEF	$9,747	$1,851	$682	$0	$1,462	$28	#######	$110,728	$275,970	$0	$0	$2,130		$31	$0	$278,131	$0	$278,131	$33,264
/ CHIEF	$9,747	$1,851	$682	$0	$1,462		#######	$110,505	$275,413	$0	$0	$2,130		$31	$0	$277,574	$0	$277,574	$33,198
TT. CHIEF p)	$6,639		$465	$75	$0		$86,145	$57,726	$143,870	$46,359	$20,407	$2,130		$31	$0	$212,797	$21,231	$234,028	$27,990
								67.01%			44.02%				37.55%				
/HFEO "A"	$5,720		$400	$75	$0		**$74,345**	$49,818	$124,163	$40,009	$17,612	$2,130		$31	$0	$183,945	$18,322	$202,267	$24,191
/MEDIC	$6,122		$428.54	$75	$0		$79,506	$53,277	$132,784	$46,015	$20,256	$2,130	$6,000	$31	$2,253	$209,469	$21,073	$230,542	$27,573
/HAZMAT	$5,720	$150	$400	$75	$0		$76,145	$51,025	$127,169	$40,977	$18,038	$2,130		$31	$0	$188,346	$18,766	$207,112	$24,771
/MEDIC/HZ	$6,122	$150	$429	$0	$0		$80,406	$53,880	$134,287	$46,500	$20,469	$2,130	$6,000	$31	$2,253	$211,670	$21,295	$232,965	$27,863
			5.00%																
E	$5,098		$255	$75	$0		**$65,135**	$43,647	$108,782	**$35,052**	$15,430	**$2,130**		$31	$0	$161,425	$16,053	$177,477	$21,226
E/MEDIC	$5,458		$273	$75	$0		$69,671	$46,686	$116,357	$40,561	$17,855	$2,130	$5,700	$31	$2,140	$184,774	$18,575	$203,349	$24,321
E/HAZMAT	$5,098	$150	$255	$75	$0		$66,935	$44,853	$111,788	$36,021	$15,856	$2,130		$31	$0	$165,826	$16,496	$182,322	$21,806
E/MEDIC/H	$5,458	$150	$273	$75	$0		$71,471	$47,893	$119,363	$41,529	$18,281	$2,130	$5,700	$31	$2,140	$189,175	$19,019	$208,194	$24,900
II	$4,596		$0	$75	$0		$56,052	$37,560	$93,612	$30,164	$13,278	$2,130		$31	$0	$139,216	$13,814	$153,030	$18,302
II/MEDIC	$4,917		$0	$75	$0		$59,904	$40,142	$100,046	$35,143	$15,470	$2,130	$5,400	$31	$2,028	$160,248	$16,094	$176,342	$21,091
II/HAZMAT	$4,596	$150	$0	$75	$0		$57,852	$38,767	$96,619	$31,133	$13,705	$2,130		$31	$0	$143,617	$14,258	$157,875	$18,882
II/MEDIC/H	$4,917	$150	$0	$75	$0		$61,704	$41,348	$103,052	$36,112	$15,897	$2,130	$5,400	$31	$2,028	$164,649	$16,538	$181,187	$21,670
								101.66%											
I	$4,137		$0	$0	$0	$0	$20,685	$21,028	$41,713	$12,330	$5,428	$1,602		$23	$0	$61,097	$5,651	$66,748	$7,983
SCELLANEOUS								65.45%			Comrl. D/L	Retire							
A	$5,494						$65,928	$43,150	$109,078	$0						$109,078	$8,193	$117,271	$14,026

APPENDIX 2

OSITIONS BASED ON FY 20/21 BUDGET

TATE COMMAND/SUPPORT PERSONNEL COSTS (SCHEDULE "A") **FISCAL YEAR 2020-2021 BUDGET**
PCA 37119, 37123, 37126, & 37132

LASS		TOTAL w Admin Chrg (Appendix 1)	Number In Class	Percent of Year Filled	ADMIN / OPERATIONAL	EMS	ECC	FLEET	COMM / IT	Hazmat	Only County	City Batt Chiefs
eputy Chief	**Admin/Fin/Persnl**	**$311,395**	**4.00**	100.00%	$1,245,580							
iv Chief		**$310,772**	**6.00**	100.00%	$1,864,630							
att. Chief-Field		**$262,017**	**12.00**	100.00%							$1,310,087	$1,834,122
att. Chief-Field (37100)		**$262,017**	**3.00**	100.00%							$786,052	
ustodian		**$78,487**	**1.00**	100.00%	$39,243						$39,243	
re Capt	**ECC**	**$226,458**	**2.00**	100.00%			$452,916					
att. Chief-Safety	**HEALTH & SAFETY**	**$262,017**	**1.00**	100.00%	$262,017							
re Capt-Safety		**$226,458**	**2.00**	100.00%	$452,916							
re Capt.-Prevention	**PREVENTION**	**$226,458**	**5.00**	100.00%	$1,132,291							
att. Chief-EMS	**EMS**	**$262,017**	**1.00**	100.00%		$262,017						
re Capt PM - EMS Coord		**$258,115**	**4.00**	100.00%		$1,032,460						
raining Costs - Instructors Overhead		**$1,500,000**	**1.0**	100.00%		$1,500,000						
re Capt PM-Train	**TRAINING**	**$258,115**	**1.00**	100.00%	$258,115							
re Capt-Train		**$226,458**	**6.00**	100.00%	$1,132,291						$226,458	
raining Costs - Instructors Overhead		**$500,000**	**1.00**	100.00%	$500,000							
taff Svcs Analyst		**$131,297**	**1.00**	100.00%	$131,297							
reathing Support-FAE's		**$198,704**	**4.17**	100.00%	$828,595							
att. Chief-Hazmat	**HAZMAT**	**$262,017**	**1.00**	100.00%						$262,017		
re Capt-Hazmat		**$231,882**	**2.00**	100.00%						$463,765		
AE-Hazmat		**$204,128**	**4.00**	100.00%						$816,512		
FII-Hazmat		**$176,757**	**1.00**	100.00%						$176,757		
ALARY SAVINGS												
UBTOTAL			**58.17**		**$7,846,976**	**$2,794,478**	**$452,916**	**$0**	**$0**	**$1,719,052**	**$1,536,546**	**$1,834,122**
					(Schedule A)	(Schedule C)	(Schedule E)	(Schedule F)	(Schedule G)	(Schedule I)		(Schedule D)

APPENDIX 3

OSITIONS BASED ON FY 20/21 BUDGET

OUNTY SUPPORT PERSONNEL COSTS (SCHEDULE "C") FY 20/21 BUDGET

LASS		2700200000 Job Code	Budgeted	ADMIN / OPERATIONAL	EMS	ECC	FLEET	COMM / IT	MAINT. STAFF	VOLUNTEER	Only County
ep.Dir. Admin.	Admin/Finance/	37886	1.00	$222,150							
dmin Services Officer	Personnel	74213	1.00	$147,288							
aff Analyst II		74106	1.00	$116,552							
Accountant		77413	1.00	$111,831							
ccountant II		77412	1.00	$108,089							
cctg. Tech. I		15915	3.00	$173,183							$92,395
uperv Acctg. Tech.		15917	2.00	$217,071							
cctg Assist II		15912	2.00	$71,250							$71,408
. Acctg Assist		15913	3.00	$243,088							
evenue & Recovery Tech II		15313	1.00	$98,345							
R Clerk		13439	1.00	$40,371							$40,371
dmin Services Assist		74114	1.00	$44,518							$44,518
ff. Assist III		13866	1.00								$72,575
emporary Staff				$0							
SUBTOTALS	**$1,797,909**										
dmin. Svcs. Supervisor	Procurement/	74199	1.00	$124,933							
uyer II		15812	2.00	$209,757							
Buyer Assistant		15810	1.00								$99,730
uyer Assistant		15808	1.00	$88,261							
ervice Center Manager	Warehouse	15838	1.00	$50,140							
up. Storekeeper		15834	1.00	$79,648							
orekeeper		15833	6.00	$422,064							
dmin Services Assist		74114	2.00	$166,089							
uck Driver		15832	1.00	$65,015							
ead Truck Driver		15836	1.00	$72,598							
CBA Technician		66457	1.00	$67,400							
SUBTOTALS	**$1,445,635**										
aff Analyst II	Grants	74106	1.00								$114,152
SUBTOTALS	**$114,152**										
dmin Services Assist	Shop	74114	1.00				$77,053				
re Fleet Services Manager		66470	1.00				$187,596				
re Apparatus Fleet Supervisor		66474	2.00				$245,940				
re Apparatus Tech I		66452	7.00				$733,270				
re Apparatus Tech II		66453	11.00				$1,292,486				
ffice Asst III		13866	2.00				$48,158				
quipment Parts Storekeeper		15825	1.00				$81,218				
emporary Staff							$0				
SUBTOTALS	**$2,665,722**										

APPENDIX 3

LASS		2700200000 Job Code	Budgeted	ADMIN / OPERATIONAL	EMS	ECC	FLEET	COMM / IT	MAINT. STAFF	VOLUNTEER	Only County
dmin Services Officer	Building Maint	74213	1.00								$137,412
dg Maint. Supv		62771	1.00						$63,060		$63,060
ead Maint Carpenter		62222	1.00						$53,864		$53,864
aint.Carpenter		62221	1.00	$51,586					$51,586		
C Mechanic		62711	1.00								$112,649
ead Maint. Electrician		62232	1.00								$114,742
aint. Electrician		62231	1.00								$94,044
uilding Maint. Mechanic		62740	1.00								$99,360
aint. Plumber		62271	1.00								$112,996
dmin Services Assist		74114	1.00								$87,796
SUBTOTALS	$1,096,019										
re Facilities Planner	Strategic Planning	37881	1.00								$117,371
SUBTOTALS	$117,371										
SCO II Supervisor	ECC	13804	1.00			$124,895					
SCO I		13806	12.00			$825,726					
SCO II		13807	40.00			$3,486,619					
. PSCO		13808	8.00			$891,369					
SUBTOTALS	$5,328,610										
Supv Comm Analyst	Comm / IT / GIS	86125	0.00					($7,531)			
Comm Analyst III		86124	2.00					$347,879			
Comm Technician II		86130	3.00					$316,340			
Comm Tech Support III		86131	7.00					$882,222			$151,600
Supv Communications Technician		86135	2.00					$265,348			
Database Admin III		86139	1.00					$178,300			
Systems Administrator II		86164	1.00					$153,985			
Systems Administrator III		86165	2.00					$188,450			$188,450
Supv Systems Admin		86167	1.00					$177,630			
Business System Analyst III		86117	3.00					$301,328			$138,800
User Support Tech II		86183	3.00					$302,286			
User Support Tech III		86185	3.00					$418,432			
Web Developer III		86196	1.00					$118,183			
ublic Safety CAD Admin II		86202	2.00					$254,583			
ublic Safety CAD Admin III		86203	1.00					$162,527			
Manager IV		86217	1.00					$273,877			
aff Analyst II		74106	1.00					$105,054			
SUBTOTALS	$4,438,892										
PIO Spec.	Media	74234	1.00	$71,950							$71,950
ublic Safety Info Specialist		13825	3.00	$177,497							$177,497
SUBTOTALS	$498,894										
aff Analyst II	Training & Safety	74106	1.00	$85,442							
re Ops & Maintenance Worker		62109	2.00	$188,631							
f. Assist II		13865	2.00	$123,821							
f. Assist III		13866	3.00	$140,280							

APPENDIX 3

LASS			2700200000 Job Code	Budgeted	ADMIN / OPERATIONAL	EMS	ECC	FLEET	COMM / IT	MAINT. STAFF	VOLUNTEER	Only County
	SUBTOTALS	**$538,173**										
xec. Assistant II - A			13945	1.00	**$106,770**							
ecretary I			13923	1.00								**$89,648**
ff. Assist II			13865	2.00	**$55,197**							
ff. Assist III			13866	3.00	**$155,565**							**$122,600**
	SUBTOTALS	**$440,133**										
olunteer Svcs Program Manager	Volunteer		79785	1.00							**$97,891**	
	SUBTOTALS	**$97,891**										
. Emerg Med Spec	EMS		79709	2.00		**$228,638**						
merg Med Specialist			79708	5.00		**$576,973**						
. PSCO (QA/QI)			13808	1.00		**$121,367**						
aff Analyst II			74106	1.00		**$114,152**						
ff. Assist III			13866	1.00		**$38,760**					**$38,760**	
emporary Staff						**$0**						
	SUBTOTALS	**$1,118,649**										
dmin Services Assist	Fire Marshall		74114	1.00								**$89,035**
re Marshal			37883	1.00								**$242,767**
eputy Fire Marshal			37880	4.00								**$669,852**
re Protection Engineer			37877	1.00								**$163,536**
re Safety Supv			37876	4.00								**$649,941**
re Safety Specialist			37872	7.00								**$925,846**
re Systems Inspector			37873	8.00								**$901,366**
ffice Asst III			13866	4.00								**$274,844**
emporary Staff												**$0**
	SUBTOTALS	**$3,917,187**										
re Prevention Tech	Prevention		37870	5.00								**$503,859**
uperv Office Asst			13867	1.00	**$83,592**							
ffice Asst II			13865	1.00	**$51,058**							
ffice Asst III			13866	2.00	**$61,224**							**$62,757**
	SUBTOTALS	**$762,490**										
ounty Pre-Fire Services				0.00								
	SUBTOTALS	$0										
aff Overtime		$1,500,000			$253,171	$10,598	$501,290	$349,433	$254,263	$17,031		$114,214
andby Pay		$450,000			$71,216		$54,013	$63,793	$176,973	$22,621		$61,384
etiree Health Insurance		$27,935										$27,935
orkers Comp Insurance		$531,023			$138,066	$26,551	$127,446	$53,102	$63,723	$5,310	$5,310	$111,515
ALARY SAVINGS		($239,635)			($121,453)	$0	$0	$0	($118,183)	$0	$0	$0
ubtotal County Support Personnel		**$24,377,728**		**238.0**	**$4,633,253**	**$1,117,039**	**$6,011,359**	**$3,132,050**	**$4,815,668**	**$213,472**	**$141,961**	**$7,267,839**
					(Schedule A)	(Schedule C)	(Schedule E)	(Schedule F)	(Schedule G)	(Schedule H)	(Schedule B)	

FY 20/21 BUDGETED OPERATING EXPENSES

Descriptions	Admin / Operational	EMS	ECC	FLEET	COMM / IT	Facility Maint. Staff	Volunteer	Hazmat	County Only	Direct Charge	GRAND TOTAL
Protective Gear	1,321,000	-	-	-	-	-	-	-	-	-	1,321,000
Uniforms-Replacement Clothing	7,425	4,275	33,250	10,000	9,500	-	10,000	-	24,375	-	98,825
County Radio Systems	-	-	-	-	-	-	-	-	-	-	-
Cellular Phone	111,071	20,288	5,192	38,491	147,834	-	669	4,179	68,173	149,729	545,626
Communications Equipment	-	-	-	-	629,736	-	-	-	-	-	629,736
Communications Equip-Install	1,000	-	-	-	94,300	-	-	-	-	-	95,300
County Delivery Services	-	-	-	-	-	-	-	-	-	-	-
Microwave	-	-	-	-	195,925	-	-	-	-	-	195,925
Pager Service	-	-	-	-	1,200	-	-	-	-	-	1,200
Telephone Service	45,980	-	76,457	787	266,232	-	8,058	-	14,829	441,903	854,246
Communication Services	-	-	-	-	19,400	-	-	-	-	-	19,400
SF Communication Radio System	-	-	-	-	**774,720**	-	-	-	-	-	774,720
Food	10,000	-	1,000	-	-	-	-	-	-	-	11,000
Household Expense	187,077	-	-	-	-	-	-	-	-	-	187,077
Appliances	-	-	-	-	-	-	-	-	75,000	-	75,000
Janitorial Services	34,976	-	-	-	-	-	-	-	7,140	-	42,116
Laundry Services	15,500	-	-	7,525	-	-	-	-	-	-	23,025
Household Furnishings	27,000	-	-	-	-	-	-	-	-	70,584	97,584
Trash	37,000	-	-	-	-	-	-	-	1,500	81,500	120,000
SF Custodial Supplies	15,638	-	-	-	-	-	-	-	-	-	15,638
Insurance-Liability	394,925	30,888	4,413	55,157	37,507	13,238	4,413	4,413	119,139	414,782	1,078,875
Insurance-Property	132,868	-	-	11,678	-	-	4,103	-	11,919	480,274	640,842
Maint-Communications Equipment	-	-	-	-	25,000	-	-	-	-	-	25,000
Maint-Computer Equip	-	-	-	-	108,700	-	-	-	-	-	108,700
Maint-Copier Machines	13,200	-	800	-	-	-	-	-	11,000	-	25,000
Maint-Kitchen Equipment	-	-	-	-	-	-	-	-	30,000	-	30,000
Maint-Motor Vehicles	55,000	-	-	3,228,603	-	-	-	-	-	-	3,283,603
Maint-Other	1,000	-	-	-	-	-	-	-	-	-	1,000
Maint-Software	-	65,500	-	175,740	920,470	-	-	1,000	2,930	-	1,165,640
Maint-Fuel Tanks	-	-	-	-	-	-	-	-	15,000	-	15,000
Maint-Alarms	-	-	-	-	-	-	-	-	7,500	-	7,500
Maint-Fire Equipment	358,500	13,000	-	-	-	-	-	-	28,500	-	400,000
SF Maintenance Parts	35,875	-	-	-	-	-	-	-	-	-	35,875
Maint-Tires	-	-	-	546,000	-	-	-	-	-	-	546,000
Maint-Batteries	-	-	-	25,000	-	-	-	-	-	-	25,000
Maint-Building & Improvement	476,032	-	-	-	-	-	-	-	1,078,826	-	1,554,858
SF Maintenance Grounds	18,095	-	-	-	-	-	-	-	-	-	18,095
Maint-Facilities by BC	6,200	-	-	2,400	-	-	-	-	2,400	91,200	102,200
Maint-Extermination	-	-	-	-	-	-	-	-	30,000	-	30,000
SF Custodial Services	2,329	-	-	-	-	-	-	-	-	-	2,329
Facility Critical Systems	-	-	-	-	-	-	-	-	540,000	-	540,000
SF Maintenance Other	95,847	-	-	-	-	-	-	-	-	-	95,847
Medical-Dental Supplies	68,387	-	-	-	-	-	-	-	-	686,307	75
Oxygen	30,000	-	-	-	-	-	-	-	-	-	3
Pharmaceuticals	-	-	-	-	-	-	-	-	-	90,700	90,700
Memberships	8,870	850	-	-	-	-	500	-	1,860	-	12,080

Descriptions	Admin / Operational	EMS	ECC	FLEET	COMM / IT	Facility Maint. Staff	Volunteer	Hazmat	County Only	Direct Charge	GRAND TOTAL
Licenses And Permits	-	-	-	-	-	-	-	-	30,000	-	30,000
Miscellaneous Expense	6,500	-	-	-	-	-	1,200	-	16,351	6,500	30,551
Refunds	1,500	-	-	-	-	-	-	-	200,800	-	202,300
Audiovisual Expense	-	-	-	-	9,300	-	-	-	2,500	-	11,800
Books/Publications	650	-	-	-	-	-	-	2,000	4,000	-	6,650
Computer Equip-Non Fixed Asset	-	-	-	-	706,210	-	-	-	143,080	-	849,290
Computer Supplies	-	-	-	-	-	-	-	-	-	-	-
Office Equip Non Fixed Assets	10,000	-	1,530	-	-	-	-	-	-	8,556	20,086
Office Supplies	132,500	6,000	8,800	7,200	5,000	-	520	-	48,850	-	208,870
Postage-Mailing	19,500	-	-	530	-	-	-	-	7,525	-	27,555
Email Postage-Mailing ISF	22,439	-	-	-	-	-	-	-	-	-	22,439
Printed Forms	5,000	-	-	-	-	-	-	-	2,800	-	7,800
Printing/Binding	1,100	-	-	-	-	-	-	-	1,450	-	2,550
Subscriptions	200	-	-	-	-	-	-	-	600	-	800
Computer Equipment-Software	-	-	-	-	-	-	-	-	-	-	-
Auditing and Accounting/Payroll Service	7,206	1,386	6,652	2,772	3,326	277	277	-	5,820	-	27,716
County Counsel Legal Services	-	-	-	-	-	-	-	-	36,368	-	36,368
County Support Service	49,483	5,133	1,430	64,158	60,994	1,141	1,249	(2,169)	1,052,023	134,873	1,368,316
RivCo Pro Cost Allocation	-	-	-	-	-	-	-	-	108,289		108,289
Fire Protection Services	-	-	-	-	-	-	-	-	890,000	-	890,000
Medical Examinations-Physicals	9,500	-	-	-	-	-	23,890	50,110	-	-	83,500
Personnel Services	-	-	-	-	-	-	-	-	238,956	-	238,956
Physicians/Dentists	-	284,772	-	-	-	-	-	-	-	-	284,772
Pre-Employment Services	-	25,000	-	-	-	-	-	-	-	-	25,000
RMAP Services	5,000	-	-	-	-	-	-	-	-	-	5,000
Temporary Help Services	1,000	100	-	-	-	-	-	-	-	-	1,100
Professional Services-State Contract	-	-	-	-	-	-	-	-	89,478,893	-	89,478,893
Professional Services-EMD/CP	4,025,197	-	-	-	-	-	-	-	-	-	4,025,197
RCIT Device Access	161,689	12,646	1,807	22,582	15,356	5,420	1,807	1,807	48,778	169,819	441,710
RCIT Device Public	272	21	3	38	26	9	3	3	82	286	744
RCIT Laserfische Support Allocation	-	-	-	-	-	-	-	-	-	-	-
Rent-Lease Equipment	36,000	-	-	-	-	-	-	-	30,000	-	66,000
Rent-Lease Bldgs	306,499	-	-	2,450	-	-	-	-	493,570	-	802,519
Rent-Lease Storage	-	-	-	-	-	-	-	-	10,000	-	10,000
Field Equipment-Non Assets	131,775	10,000	-	-	-	-	-	45,000	659,100	-	845,875
Automotive Tools	1,000	-	-	26,000	-	-	-	-	-	-	27,000
Flashlights/Batteries/Bulbs	-	-	-	-	-	-	-	-	-	-	-
Small Tools And Instruments	30,000	-	-	-	36,500	-	-	-	5,950	-	72,450
Fuel	-	-	-	1,760,134	-	-	-	-	-	-	1,760,134
Welding Supplies	15,000	-	-	-	-	-	-	-	-	-	15,000
Controlled Subs/Haz Mtl Exp	-	-	-	-	-	-	-	45,000	-	-	45,000
Electronic And Radio Supplies	27,328	-	-	-	196,167	-	-	-	-	-	223,495
Firearm Equipment And Supplies	29,600	-	-	-	-	-	-	-	-	-	29,600
Supplies-ISF Costs	9,302	-	-	-	-	-	-	-	-	-	
Fleet Services-ISF Costs	-	-	-	70,732	-	-	-	-	-	-	7
Safety-Security Supplies	13,366	-	-	-	-	-	-	-	-	-	13,366
Special Program Expense	-	-	-	-	-	-	-	-	2,000,000	-	2,000,000

Descriptions	Admin / Operational	EMS	ECC	FLEET	COMM / IT	Facility Maint. Staff	Volunteer	Hazmat	County Only	Direct Charge	GRAND TOTAL
Towing-Non County Vehicle	-	-	-	18,400	-	-	-	-	-	-	18,400
Training-Education/Tuition	111,168	8,400	36,000	-	7,250	8,500	-	35,000	34,600	-	240,918
Training-Materials	100,000	30,000	-	-	-	-	-	-	1,000	-	131,000
Weed Abatement	-	-	-	-	-	-	-	-	1,200,000	-	1,200,000
SF Maintenance Contracts	16,110	-	-	-	-	-	-	-	-	-	16,110
Equipment Usage -Non Cap Asset	1,418,344	-	-	-	-	-	-	-	-	-	1,418,344
SF Maintenance Labor	300,891	-	-	-	-	-	-	-	-	-	300,891
SF Maintenance Ground Labor	41,031	-	-	-	-	-	-	-	-	-	41,031
SF Custodial Labor	253,989	-	3,539	-	-	-	-	-	-	-	257,528
Conference/Registration Fees	-	-	-	-	-	-	-	-	-	-	-
Air Transportation	-	3,000	-	-	-	-	-	-	-	-	3,000
Lodging	6,500	4,000	-	-	-	-	-	-	-	-	10,500
Meals	52,500	-	1,000	2,000	-	-	-	-	-	-	55,500
Miscellaneous Travel Expense	-	500	3,500	-	-	-	-	2,000	2,900	-	8,900
Private Mileage Reimbursement	6,000	-	-	-	-	-	-	-	-	-	6,000
Rental Vehicles	-	500	-	-	-	-	-	-	-	-	500
Electricity	246,431	-	-	10,535	-	-	-	-	34,872	321,162	613,000
Heating Fuel	21,348	-	-	1,263	-	-	-	-	-	67,389	90,000
Water	1,200	-	-	-	-	-	-	-	2,052	236,748	240,000
Cap Lease-Purch Principal	488,641	41,017	-	308,588	464,052	-	-	45,300	3,865,846	-	5,213,443
Cap Lease-Purch Interest	19,693	2,654	-	18,218	50,464		-	2,051	349,740	-	442,821
Interfnd Exp-Fuel	-	-	-	-	-	-	-	-	11,000	-	11,000
Interfnd Exp-Miscellaneous	-	-	-	-	-	-	-	-	59,848	-	59,848
Interfnd Exp-Rent CORAL	-	-	-	-	-	-	-	-	107,544	-	107,544
Interfnd Exp-Utilities	-	-	-	-	-	-	-	-	1,690	-	1,690
Operating Trans-Out-DIF Repayment	-	-	-	-	-	-	-	-	306,000	-	306,000
Intrafund Transfers	-	(325,000)	(25,000)	-	-	-	-	-	(153,000)	-	(503,000)
City budget cost center (27004)	-	-	-	-	-	-	-	-	-	9,808,427	9,808,427
OPERATING SUBTOTAL	**11,653,248**	**244,930**	**160,373**	**6,416,981**	**4,785,169**	**28,584**	**56,688**	**235,694**	**103,409,969**	**13,260,740**	**140,252,376**
APPLIED REVENUE											
Tax Revenue	(1,707,678)										
Anti-Terrorist NCC	(662,150)							(365,000)			
Cost Recovery & Misc. Revenue	(2,410,000)			(5,000)				(75,000)			
Class Fees & Building Use	(950,456)										
GRAND TOTAL OPERATING COSTS	**5,922,964**	**244,930**	**160,373**	**6,411,981**	**4,785,169**	**28,584**	**56,688**	**(204,306)**	**103,409,969**	**13,260,740**	
	(Schedule A)	(Schedule C)	(Schedule E)	(Schedule F)	(Schedule G)	(Schedule H)	(Schedule B)	(Schedule I)		(Support Summary)	

APPENDIX 5

EQUIPMENT CALCULATION

FY 12/13 EQUIPMENT

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Admin - Swiftwater Rescue-Zodiac Inflatable Boat (pur. June 2013)	556									
Fleet- Bar Code Reader (purchased Dec 2012)					740					
Fleet-Portable Truck Axle Scales (Purchased June 2013)					1,012					
Fleet-Wireless Lifts (Purchased June 2013)					5,932					
FY 12/13 TOTALS	**556**	**-**	**-**	**-**	**7,684**	**-**	**-**	**-**	**-**	**-**

FY 13/14 EQUIPMENT

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Fleet- Bar Code Reader (purchased Feb 2014)					691					
EMS - Replacements - Monitors/Defibs (purchased Oct 2013)			15,661							
FY 13/14 TOTALS	**-**	**-**	**15,661**	**-**	**691**	**-**	**-**	**-**	**-**	**-**

FY 14/15 EQUIPMENT

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
EMS - Replacements - Monitors/Defibs (purchased Oct 2014)			**56,215**							
SCBA Air Compressor Station (purchased Feb 2015)	**4,808**									
Extrication Cutter Replacement (est rec. in June 2015)	**667**									
Steel Building (est receive in June 2015)					**930**					
Connex Storage (est recieve in June 2015)	**325**									
Engraver	**1,691**									
FY 14/15 TOTALS	**7,491**	**-**	**56,215**	**-**	**930**	**-**	**-**	**-**	**-**	**-**

FY 15/16 EQUIPMENT BUDGET

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Fleet-Wireless Lifts Qty 6					4,485					
EMS - Replacements - Monitors/Defibs			57,189							
Thermal Imaging Camera for Training Qty 2	1,341									
Replacement Extrication Equipment	4,786									
Quantitative Fit Test Machines	313									
Simulation Manikin	741									
Copier Replacement for Service Ctr & Finance	1,295									
FY 15/16 BUDGET TOTALS	**8,476**	**-**	**57,189**	**-**	**4,485**	**-**	**-**	**-**	**-**	**-**

APPENDIX 5

FY 16/17 EQUIPMENT BUDGET

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Cardiac Monitors (Qty 6)			56,835							
PPE Extractors for Station 17 & 36 (Qty 2)	4,752									
PPE Dryers (Qty 2)	3,132									
Hose Tester & Accessories for 1" & 4" (Qty 1)	909									
Extrication Equipment for four trucks (Qty 4)	2,546									
Copier Replacement (Qty 1)	479									
FY 16/17 BUDGET TOTALS	**11,817**	**-**	**56,835**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

FY 17/18 EQUIPMENT BUDGET

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Auto Extrication Tools	2,001									
Boats - Swift Water Rescue and training	2,115									
Core Router Replacement						916				
PPE Extractor for #55 & #77	2,161									
Quantative Fit Test Machines	3,229									
Server Replacement						1,533				
FY 17/18 BUDGET TOTALS	**9,506**	**-**	**-**	**-**	**-**	**2,449**	**-**	**-**	**-**	**-**

FY 18/19 EQUIPMENT BUDGET

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Extrication Cutter									1,459	
Extrication Full Set post 2007									2,918	
Quantifit Test Machine	2,108									
Server Replacement						29,019				
Server Storage Replacement						6,914				
FY 18/19 BUDGET TOTALS	**2,108**	**-**	**-**	**-**	**-**	**35,933**	**-**	**-**	**4,377**	**-**

FY 19/20 EQUIPMENT BUDGET

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
Comp Aid Dispatch Workstation (2)				-						
Fit Test Machine (1)	2,018									
Server Replacement (5)						33,189				
Server Storage Replacement (1)						6,451				
Vehicle Lifts for Indio (2)					2,734					
Wet Saw (1)									1,664	
FY 19/20 BUDGET TOTALS	**2,018**	**-**	**-**	**-**	**2,734**	**39,640**	**-**	**-**	**1,664**	**-**

APPENDIX 5

FY 20/21 EQUIPMENT BUDGET

Descriptions	ADMIN / OPERATIONA	EMS	EMS Monitors	ECC	FLEET	COMM / IT	Volunteer	HazMat	County Only	Direct Charge
ECC Vesta-2 positions, 45k ea (2)				30,000						
Server Replacements (1)						64,000				
Network Core 10G Replacement (1)						8,333				
Pyxis Machine (1)		1,133								
Fit Test Machine - B10 (1)	2,600									
PPE Dryer (1)	659									
Replace current Forklift (electric) (1)	1,200									
Extracation Equipment (3)									4,545	
Polaris or John Deere Style UTV (1)	1,786									
FY 19/20 BUDGET TOTALS	**6,245**	**1,133**	**-**	**30,000**	**-**	**72,333**	**-**	**-**	**4,545**	**-**
FY 20/21 CAPITAL EXPENSE	**48,218**	**1,133**	**185,901**	**30,000**	**16,524**	**150,355**	**-**	**-**	**10,586**	**-**
	(Schedule A)	(Schedule C)	[Schedule C]	(Schedule E)	(Schedule F)	(Schedule G)	(Schedule B)	(Schedule I)		(Support Summary)

APPENDIX 6

FY 20/21 SUPPORT SERVICES - FTE (POSITION) BASIS

Based on Schedule A (State) employees only

	Fire Protection	37119 Battalion Chiefs (12)	Total FTE	Medic Station FTE's	Facility Maint FTE
Banning	8.00	0.44	8.44	3.00	-
Engine 20	8.00	-	8.00	3.00	-
Beaumont	13.00	0.29	13.29	6.00	-
Canyon Lake	8.00	0.29	8.29	3.00	-
Coachella	11.13	0.29	11.42	5.38	11.13
Desert Hot Springs	8.00	0.29	8.29	3.00	-
Eastvale	21.00	0.58	21.58	10.00	21
Indian Wells	14.00	0.29	14.29	8.00	-
Indio	55.50	-	55.50	31.50	-
La Quinta	25.13	0.88	26.01	12.38	-
Lake Elsinore	28.00	-	28.00	10.00	-
Menifee	50.00	-	50.00	19.00	-
Moreno Valley	75.00	-	75.00	29.00	-
Norco	15.00	0.58	15.58	5.00	-
Palm Desert	57.00	0.88	57.88	30.00	-
Perris	19.00	0.58	19.58	7.00	-
Rancho Mirage	27.00	0.58	27.58	18.00	-
Rubidoux	8.00	0.29	8.29	3.00	8
San Jacinto	13.00	0.44	13.44	6.00	-
Temecula	65.00	-	65.00	21.00	-
Wildomar	13.00	0.29	13.29	7.00	13
CITY SUBTOTAL	541.76	7.0	548.75	240.26	53.13
County	391.07	11	402.07	158.75	391.07
TOTAL FTE	**932.83**	**18.0**	**950.82** (Schedule A)	**399.01** (Schedule C)	**444.20** (Schedule H)

APPENDIX 7

FY 20/21 STATISTICS

	Dispatched Stations (appendix 8)	2019 Calls	Hazmat Stations	2019 Hazmat Calls	Volunteer Stations	Fire Suppression Equipment	EMS Monitors/Defibs	City Stations BC Support	Stations Utilizing Maint.
Banning	1.5	4,809	1.5	11	1.5	2	2	1.5	-
Engine 20	-	-	-	-	-	-	-	-	-
Beaumont	1	3,885	1	8	1	1	2	1	-
Canyon Lake	1	818	1	1	1	1	1	1	-
Coachella	1	2,738	1	5	1	1	3	1	1
Desert Hot Springs	1	4,721	1	5	1	1	1	1	-
Eastvale	2	3,284	2	12	2	2	2	2	2
Indian Wells	1	1,173	1	1	1	1	3	1	-
Indio	4	8,433	4	13	4	4	11	-	-
La Quinta	3	4,602	3	7	3	3	3	3	-
Lake Elsinore	3	5,897	3	13	3	3	3	-	-
Menifee	4	11,448	4	22	4	4.5	6	-	-
Moreno Valley	7	19,146	7	38	7	7	9	-	-
Norco	2	2,559	2	9	2	2	2	2	-
Palm Desert	3	10,243	3	12	3	5	7	3	-
Perris	2	7,703	2	13	2	2	2	2	-
Rancho Mirage	2	5,167	2	3	2	2	5	2	-
Rubidoux	1	2,996	1	9	1	1	1	1	1
San Jacinto	1.5	6,877	1.5	12	1.5	1	2	1.5	-
Temecula	4.5	9,156	4.5	20	4.5	5	6	-	-
Wildomar	1	2,999	1	6	1	1	2	1	1
Calimesa (dispatch)	1	1355	-	2	-	-	-	-	-
Idyllwild (dispatch)	1	560	-	2	-	-	-	-	-
Morongo (dispatch)	1	742	-	8	-	-	-	-	-
Pechanga (dispatch)	2	1,014	-	4	-	-	-	-	-
Soboba (dispatch)	1	108	-	1	-	-	-	-	-
COUNTY Unincorporated Areas	38	57,119	38	145	38	100.5	66	-	38
Out of Jurisdiction (County Funded)	-	1,360	-	665	-	-	-	-	-
Mutual/Auto Aid (County Funded)	-	1,004	-	5	-	-	-	-	-
STATE (with County Engines)	1.5	-	1.5	-	1.5	-	-	-	-
					86				
Totals	92.0	181,916	86.0	1,052	45.93%	150.0	139.0	24	43.00
	(Schedule E, G, & I)	(Schedule E & G)	(Schedule I)	(Schedule I)	(Schedule B)	(Schedule F)	(Schedule F)	(Schedule D)	(Schedule H)

NOTES:
Fire Suppression Equip was verified by Division / Battalion Chiefs and includes only first roll Fire Engines, Trucks, & Squads.
Regional support vehicles, Water Tenders, Breathing Supports, Utilities, and Reserve Engines are not included in the basis.

APPENDIX 8

FIRE STATION LISTING DETAILS

BANNING
1.5 20 Beaumont^^
89 Banning

BEAUMONT
1 66 Beaumont

CANYON LAKE
1 60 Canyon Lake

COACHELLA
1 79 Coachella

DESERT HOT SPRINGS
1 37 DHS

EASTVALE
2 27 Eastvale
31 Chandler

INDIAN WELLS
1 55 Indian Wells

INDIO
4 80 Shadow Hills
86 Indio
87 Terra Lago
88 West Indio

LA QUINTA
3 32 La Quinta
70 La Quinta PGA
93 North La Quinta

LAKE ELSINORE
3 85 McViker Park
94 Canyon Hills
97 Rosetta Canyon

MENIFEE
4 5 Quail Valley
7 Sun City
68 Menifee
76 Menifee Lakes

MORENO VALLEY
7 2 Sunnymead
6 Towngate
48 Sunnymead Ranch
58 Moreno Beach
65 Kennedy Park
91 College Park
99 Morrison Park

NORCO
2 47 Norco
57 Corydon

PALM DESERT
3 33 Palm Desert
67 Mesa View
71 Palm Desert No.

PERRIS
2 90 North Perris
101 Downtown Perris

RANCHO MIRAGE
2 50 Rancho Mirage So.
69 Rancho Mirage No.

RUBIDOUX
1 38 Roubidoux

SAN JACINTO
1.5 25 San Jacinto^^
78 W San Jacinto

TEMECULA
4.5 12 Temecula^^
73 Rancho Calif.
84 Parkview
92 Wolfcreek
95 Roripaugh

WILDOMAR
1 61 Wildomar**

STATE Stations with COUNTY occupancy
1.5 18 West Riverside^^
28 Sage^^
29 Anza^^

CALIMESA
1 21 Calimesa

IDYLLWILD
1 621 Idyllwild

MORONGO
1 278 Morongo Indian Fire

PECHANGA
2 177 Pechanga 1
277 Pechanga 2

SOBOBA
1 1 Soboba Fire 1

** County owned stations leased to city
^^ State Stations

92.0 GRAND TOTAL DISPATCH STATIONS

COUNTY Unincorporated Areas
38 3 Nuview
4 Lake Matthews
8 Woodcrest
9 Goodmeadow
11 Lakeland Village
13 Home Gardens
16 Pedley
17 Glen Avon
19 Highgrove
22 Cherry Valley
23 Pine Cove^^
24 Cabazon
26 Little Lake
30 Pinyon
34 Winchester
35 Roy Wilson
36 Skyborne (DHS Owned, Occupied by County)
39 Thermal
40 Mecca
41 North Shore
43 Blythe
44 Ripley
45 Blythe Air Base
49 Lake Tamarisk
51 El Cariso
53 Garner Valley^^
54 Homeland
56 Sky Valley
59 Mead Valley
63 Poppet Flats
64 Sycamore Creek
72 Valle Vista
75 Bear Creek
77 Lake Riverside
81 N. Bermuda Dunes
82 Lake Hills
83 French Valley
96 Glen Oaks

APPENDIX 9

FY 20/21 DIRECT BILL ACCOUNT CODES
STATIONS ONLY

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
521500	Maint-Motor Vehicles
521502	Maint-Accident Repairs
521540	Maint-Office Equipment
521660	Maint-Telephone
521680	Maint-Fuel Tanks
522310	Maint-Building and Improvement
522340	Station Budgeted Maint-Building and Improvement
522360	Maint-Extermination
522380	Maint-Critical Systems
522410	Maint-Health & Safety
522860	Medical-Dental Supplies
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
523700	Office Supplies
523780	Printed Forms
523800	Printing / Binding
526700	Rent-Lease Bldgs
527840	Training - Education / Tuition
529500	Electricity
529510	Heating Fuel
529550	Water
537000	Interfnd Exp-Leases
537240	Interfnd Exp-Utilities
542060	Capital Improvements Facilities

Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE June 15, 2021

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

Background and Analysis:

On March 17, 2020, the City Council passed and approved Resolution No. 2020-07 ("Resolution") which authorized the City Manager to execute a declaration of the existence of a local emergency in the City of Beaumont. Approval of the Resolution was in response to the declaration by the World Health Organization (WHO) of the COVID – 19 pandemic, Governor Gavin Newsom's declaration of a state of emergency for all California, and the increase of infections within the City of Beaumont and the immediate area.

The emergency declaration must be reviewed every 60 days in order to determine whether conditions exist for its continuance. This emergency declaration was reviewed by the City Council on April 6, 2021, and was not modified.

The City Council's adoption of Resolution No. 2020-07 established the existing emergency declaration and empowered the City Manager to:

1. Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency;
2. Obtain vital supplies, equipment and such other properties found lacking and needed for the protection of life and property, and to bind the City for the fair value thereof;
3. Require emergency services of any City officer or employee, and, in the event of the proclamation of a state of emergency in Riverside County, to command the aid of as many citizens of Beaumont as is deemed necessary by the City Manager for the execution of the City Manager's duties; such persons shall be

entitled to all privileges, benefits and immunities as are provided by state law for registered disaster service workers;
4. Requisition necessary personnel or material to any City department or agency; and
5. Execute all ordinary duties and powers of the City Manager as well as special powers conferred by the Beaumont Municipal Code, by resolution or emergency plan adopted by the City Council, and all other powers conferred by the City Council and any other lawful authority.

Governor Newsom is expected to announce a change to the State's emergency declaration on June 15, 2021. A change to the State's declaration could influence the City's need to maintain or amend this local declaration. Should the State's emergency declaration remain in effect it is recommended that the local declaration be left intact.

If Beaumont's emergency declaration remains in effect, it will be brought back to the City Council for consideration no later than August 4, 2021. In the event that the City Council determines that a local emergency declaration is no longer required, an amending resolution will be presented for City Council consideration at the next regular City Council meeting of July 20, 2021, or earlier at a special meeting convened by the City Council for that purpose.

Fiscal Impact:

There are no costs resulting from the continuation of a local state of emergency. City staff estimates that preparation of this report cost to be approximately $75.

Recommended Action:

City staff recommends waiting for the Governor Newsom's official announcement on the status of the State's emergency declaration before making any change regarding the local emergency declaration. This is to ensure that Beaumont remains eligible for federal and state emergency aid.

Attachments:

A. City of Beaumont Resolution No. 2020-07

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

SBEMP
ATTORNEYS

ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:
Palm Springs, California

June 2, 2021

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 5/31/2021

TOTAL DUE: $120,130.40

Sincerely,
SBEMP, LLP

By: Angie Arcilla

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*AIG

Professional services through: 4/6/2021:

Invoice # 64303

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$5,619.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 5/12/2021:

Invoice # 64304

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$36,722.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*421Faircliff

Professional services through: 5/31/2021: Invoice # 64284

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$1,017.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Carpenters

Professional services through: 5/31/2021:

Invoice # 64286

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$2,970.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fibracast

Professional services through: 5/31/2021:

Invoice # 64287

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$2,200.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
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Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fortier

Professional services through: 5/31/2021:

Invoice # 64288

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$3,712.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
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Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 5/31/2021: Invoice # 64289

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$13,916.70

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Loandepot

Professional services through: 5/31/2021:

Invoice # 64290

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$82.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 5/31/2021:

Invoice # 64292

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$6,103.40

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Simpson

Professional services through: 5/31/2021: Invoice # 64293

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$357.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 5/31/2021:

Invoice # 64294

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$10,650.70

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Weka

Professional services through: 5/31/2021: Invoice # 64295

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$687.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through: 5/31/2021:

Invoice # 64296

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$1,350.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 5/31/2021:

Invoice # 64297

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$454.10

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-LegacyHP

Professional services through: 5/31/2021:

Invoice # 64298

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$9,464.40

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-NobleCreekRev

Professional services through: 5/31/2021: Invoice # 64299

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$406.30

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 5/31/2021: Invoice # 64300

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$11,763.60

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 5/31/2021: Invoice # 64301

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$7,561.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

6/2/2021

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-UtilityAuthor

Professional services through: 5/31/2021:

Invoice # 64302

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$5,090.70