

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, February 04, 2020 Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

AGENDA

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

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

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

CLOSED SESSION - 5:00 PM

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

CALL TO ORDER

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

Public Comments Regarding Closed Session

- 1. Conference with Legal Counsel Anticipated Litigation: Significant Exposure to litigation pursuant to Government Code Section 54956.9(d)(2): Claims of Maria Kritzberger & Estate of Darren R. Kritzberger
- 2. Conference with Legal Counsel Existing Litigation-Pursuant to Government Code Section 54956.9(d)(1): Urban Logic v. City of Beaumont et. al. Case No. RIC 1797201

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

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 California Highway Patrol 2019 Review CalTrans Report of State Highway Projects

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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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. Minutes

Recommended Action:

Approve Minutes dated January 21, 2020.

2. Tentative Tract Map No. 37696 (TM2019-0005) for a Request to Subdivide 13.51 Acres into 62 Single Family Residential Lots with a Minimum Lot Size of 4,947 Square Feet and Nine (9) Lettered Lots Located Within Planning Area 25 of the Oak Valley Specific Plan (Fairway Canyon) on the East Side of Tukwet Canyon Parkway, North of San Timoteo Canyon Road and South of Champions Drive.



Recommended Action:

Approve Tentative Tract Map No. 37696 (TM2019-0005) subject to the development agreement and the attached conditions of approval.

3. Tentative Tract Map No. 37698 (TM2019-0006) for a Request to Subdivide 22.09 Acres into 126 Single Family Residential Lots with a Minimum Lot Size of 3,800 Square Feet and 16 Lettered Lots Located Within Planning Area 25 of the Oak Valley Specific Plan (Fairway Canyon) on the East Side of Tukwet Canyon Parkway, North of San Timoteo Canyon Road and South of Champions Drive

Recommended Action:

Approve Tentative Tract Map No. 37698 (TM2019-0006) subject to the development agreement and the attached conditions of approval.

4. Tentative Tract Map No. 37697 (TM2019-0007) for a Request to Subdivide 13.19 Acres into 73 Single Family Residential Lots With a Minimum Lot Size of 4,950 Square Feet and Eight (8) Lettered Lots Located Within Planning Area 25 of the Oak Valley Specific Plan (Fairway Canyon) on the East Side of Tukwet Canyon Parkway, North of San Timoteo Canyon Road and South of Champions Drive

Recommended Action:

Approve Tentative Tract Map No. 37697 (TM2019-0007) subject to the development agreement and the attached conditions of approval.

5. Performance Bond Acceptance and Security Agreement for SDC Fairway Canyon, LLC. Tract 31462 Street and Storm Drain Improvements

Recommended Action:

Accept the following bond and security agreement:

- Performance bond No. 1001124446 for storm drain improvements for Tract 31462
- 6. Bond Exoneration for Bond Nos. 2264721, 41383375, 2264727 and 2264722 for K. Hovnanian Homes Tract 33096-13

Recommended Action:

Accept Maintenance Bond No. 3085345 to replace Performance Bond No. 2264721,

Accept Maintenance Bond No. 41394539 to replace Performance Bond No. 41383375, and

Accept Maintenance Bond No. 3085344 to replace Performance Bond No. 2264727.

7. Request for Facility and Staff Fee Waiver – Beaumont Cherry Valley Rotary Club Celebrate Reading and the Arts

Recommended Action:

Consider waiver of facility use and staff fees requested by Beaumont Cherry Valley Rotary Club in the amount of \$860.00, and

Consider waiver of a \$500 deposit for the use of the gymnasium at the CRC.



8. Request for Facility and Staff Fee Waiver – Soroptimist International of Beaumont-Banning

Recommended Action:

Consider waiver of facility use and staff fees requested by Soroptimist International of Beaumont-Banning in the amount of \$710, and Consider waiver of a \$500 deposit for the use of the gymnasium at the Beaumont Civic Center.

9. Request for Destruction of Retention Met Records

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing Destruction of Certain Records in Accordance with the Records Retention Schedule Adopted by City Council."

<u>10.</u> Approval of the Assignment and Assumption of Improvement and

Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement between Lassen Development Partners, LLLP and MPLDII Inland Empire, LLC and Approval of the Assignment and Assumption of City of Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement between Lassen Development Partners, LLLP and MPLD II Inland Empire, LLC

Recommended Action:

Staff recommends approval of the Assignment and Assumption of Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement between Lassen Development Partners, LLLP and MPLDII Inland Empire, LLC and Approval of the Assignment and Assumption of City of Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement between Lassen Development Partners, LLLP and MPLD II Inland Empire, LLC.

<u>11.</u>Cherry Avenue Street Improvement Project Acceptance

Recommended Action:

Approve and authorize the Mayor to sign the attached certificate of acceptance for the Cherry Avenue Street Improvement Project.

PUBLIC HEARINGS

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

ACTION ITEMS

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

12. Acceptance of Irrevocable Offer of Dedication of Easement for Streetlight Maintenance and Acceptance of Streetlight Maintenance in the Four Seasons Community

Recommended Action:

Approve the Irrevocable Offer of Dedication of Easement for Streetlight Maintenance, and Approve the Certificate of Acceptance of Streetlight Maintenance.

13. Improvement and Credit / Reimbursement Agreement for Transportation Uniform Mitigation Fee's between the City of Beaumont and Pardee Homes for the Oak Valley Interchange Project

Recommended Action:

Approve the Improvement and Credit / Reimbursement Agreement between the City of Beaumont and Pardee Homes for the Oak Valley Interchange Project and authorize the Mayor to execute the agreement.

<u>14.</u> Request for Direction on Preparing a Shopping Cart Ordinance

Recommended Action:

Provide staff direction on preparing a shopping cart ordinance.

<u>15.</u> Provide Direction to Staff on Establishing a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments

Recommended Action:

Provide direction to staff on establishing a temporary moratorium prohibiting tire sales and tire repair establishments.

16. Opposition Letter – SunLine Transit Agency Proposed Commuter Link Route 10

Recommended Action:

Approve the opposition letter and authorize the Mayor to execute on behalf of the City of Beaumont.

17. Authorize the City Manager to Execute Additional Reimbursable Letters of Agreement with the California Highway Patrol Not to Exceed \$50,000 for the SR-60/Potrero Boulevard Interchange Phase I Project for Services Associated with Traffic Control

Recommended Action:

City Council authorize the City Manager to execute additional reimbursable letters of Agreement with the California Highway Patrol in an amount not to exceed \$50,000 each for the SR-60/Potrero Boulevard Interchange Phase I Project.

<u>18.</u> Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Recommended Action:

Receive and file the project updates.

LEGISLATIVE UPDATES AND DISCUSSION

<u>19.</u> January Legislative Update

COUNCIL REPORTS

- Carroll
- Lara
- Martinez
- Santos
- White

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

20. Status of Litigation Report

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

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, Feb 18, 2020, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online <u>www.BeaumontCa.gov</u>

Item No.1.

CITY COUNCIL REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, January 21, 2020 - 6:00 PM

MINUTES

REGULAR SESSION

6:00 PM

RIBBON CUTTING CEREMONY - 5:00 PM

CALL TO ORDER

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

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

Action of any requests for Excused Absence: Pledge of Allegiance Approval / Adjustments to the Agenda: **None** 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 discussing or taking actions brought up by your comments.

E. Mazzei - Thanked Council for the updated ordinance regarding sidewalk vending, but brought up the need for further clarification.

T. Wortley - Asked about the annual LAFCO review

R. Berg - Spoke regarding emails attained through a public records request

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. Minutes

Recommended Action:

Approve Minutes dated January 7, 2020.

2. Warrants

Recommended Action:

Approve Warrants dated December 20, 2019.

3. Receive and File the FY2018-2019 Health and Safety Code (HSC) 13146.4 Annual Inspection Report of Certain Occupancies Pursuant to Sections HSC 13146.2 and 13146.3

Recommended Action:

Waive the full reading and adopt by resolution, "Acknowledging Receipt of a Report Made by the Fire Chief of the Riverside County Fire Department Regarding Compliance with the annual Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code.

4. Annual Compliance Report for AB 1600 Development Impact Fees Recommended Action:

Receive and file the AB 1600 report on development impact fee activity that occurred during the period July 1, 2018, through June 30, 2019.

Motion made by Mayor Pro Tem Lara, Seconded by Council Member White Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To approve the Consent Calendar

PUBLIC HEARINGS

ACTION ITEMS

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

5. Council Appointment to the Economic Development Committee

Recommended Action:

Consider re-appointment of Von Lawson to the Economic Development Committee as the Post-Secondary Education Representative.

Motion made by Council Member Carroll, Seconded by Mayor Pro Tem Lara. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To re-appointment of Von Lawson to the Economic Development Committee as the Post-Secondary Education Representative.

6. Council Appointment to the Finance Audit Committee

Recommended Action:

Consider the appointment of Mr. Parks to the Finance and Audit Committee.

Motion made by Mayor Pro Tem Lara, Seconded by Council Member Martinez. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To appointment of Frank Parks to the Finance and Audit Committee.

7. CDBG Required Change to Funding Allocations for 2020-2021 Program Year

Recommended Action:

Revise CDBG funding award for Fiscal Year 20-21 and authorize staff to submit a revised funding award to the Riverside County EDA CDBG program.

Motion made by Council Member White, Seconded by Council Member Carroll. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To distribute 10,000.00 to the Boys and Girls Club, and the remainder to the Life Lifters.

8. Award of Contract to West Coast Arborists, Inc. for Tree Trimming and Tree Maintenance Services

Recommended Action:

Award a tree trimming and tree maintenance services contract to West Coast Arborists, Inc. for a period not-to-exceed three years and authorize the Mayor to execute the agreement on behalf of the City of Beaumont.



Motion made by Council Member Martinez, Seconded by Council Member Whke. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To award a tree trimming and tree maintenance services contract to West Coast Arborists, Inc. for a period not-to-exceed three years and authorize the Mayor to execute the agreement on behalf of the City of Beaumont.

9. Walmart Bus Shelter Improvement Project Update

Recommended Action:

Receive and file.

Motion made by Mayor Pro Tem Lara, Seconded by Council Member Carroll. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To receive and file.

10. Authorize Amendment to the Authorized Position List and Salary Table

Recommended Action:

City Council approval of the amendment to the Authorized Position List and Salary Table.

Motion made by Council Member White, Seconded by Mayor Pro Tem Lara. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To approve of the amendment to the Authorized Position List and Salary Table.

11. Authorize the Memorandum of Understanding between the City of Beaumont and Police Management Unit

Recommended Action:

City Council approval of the Memorandum of Understanding between the City of Beaumont and Police Management Unit and authorize the City Manager to execute.

Motion made by Council Member Martinez, Seconded by Council Member Carroll. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To approve of the Memorandum of Understanding between the City of Beaumont and Police Management Unit and authorize the City Manager to execute.

12. Authorize the Memorandum of Understanding between the City of Beaumont and Managers/Professional/Technical Unit

Recommended Action:



City Council approval of the Memorandum of Understanding between the City of Beaumont and Managers/Professional/Technical Unit and authorize the City Manager to execute.

Motion made by Mayor Pro Tem Lara, Seconded by Council Member White. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To approve of the Memorandum of Understanding between the City of Beaumont and Managers/Professional/Technical Unit and authorize the City Manager to execute.

13. City Attorney Invoices for the Month of December 2019

Recommended Action:

Approve invoices in the amount of \$59,767.04.

City Attorney Pinkney recused himself on this item.

Motion made by Mayor Pro Tem Lara, Seconded by Mayor Santos. Voting Yea: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

To approve invoices in the amount of \$59,767.04.

LEGISLATIVE UPDATES AND DISCUSSION

14. January 2020 Legislative Update

Recommended Action:

General update of Legislative Session to include specific review of the Governor's budget proposal and SB50.

Motion made by Council Member White, Seconded by Mayor Pro Tem Lara. Voting Yea: Council Member White, Council Member Carroll, Mayor Pro Tem Lara, Mayor Santos

Voting Nay: Council Member Martinez

To send a letter opposing SB 50

Approved by a 4-1 vote.

COUNCIL REPORTS

Carroll - Reported out from an RTA meeting **Lara** - No report **White** - Attended a farm group meeting, and gave an update from an RCTC meeting regarding Measure A.

Martinez - No report

Santos - Announced the upcoming Vet Expo, met with the local board of realtors, the Inland Valley realtors and the Riverside realtors. Attended the League's General Meeting.



ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out

CITY TREASURER REPORT

Finance and Audit Committee Report Out

CITY CLERK REPORT

Gave a report out from meetings attended.

CITY MANAGER REPORT Reminded that January 30th is the Chamber's Installation Dinner. Reported out regarding Sales Tax. Reported that the City attained a grant for zoning and housing planning.

FUTURE AGENDA ITEMS

- Sponsorship of the Symetra Tour
- Women's Club Garden Project for the City
- Parks and Event Committee
- City and Chamber collaboration of business awards

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, February 4, 2020, at 5:00 p.m. or thereafter as noted on the posted Agenda for Closed Session items in the City Council Board Room No. 5, followed by the regular meeting at 6:00 p.m. or thereafter as noted on the posted Agenda at City Hall.

Beaumont City Hall – Online www.BeaumontCa.gov



Staff Report

TO: Mayor, and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE February 4, 2020

SUBJECT: Tentative Tract Map No. 37696 (TM2019-0005) for a Request to Subdivide 13.51 Acres into 62 Single Family Residential Lots with a Minimum Lot Size of 4,947 Square Feet and Nine (9) Lettered Lots Located Within Planning Area 25 of the Oak Valley Specific Plan (Fairway Canyon) on the East Side of Tukwet Canyon Parkway, North of San Timoteo Canyon Road and South of Champions Drive

Background and Analysis:

The applicant is requesting approval of Tentative Tract Map No. 37696 (TM2019-0005) for the subdivision of 13.02 acres into 62 single family residential lots with a 4,947 square minimum lot size and nine (9) lettered lots. The project site is in the northern portion Planning Area 25 of the Oak Valley SCPGA Specific Plan commonly referred to as Fairway Canyon. Planning Area 25 is located north of San Timoteo Canyon Road, south of Champions Road and east of the extension of Tukwet Canyon Parkway.

The Oak Valley Specific Plan #318 encompassing 1,747.9 acres allowing 4,355 dwelling units was adopted by the County of Riverside on August 14, 2001. The property was annexed into the City of Beaumont on April 9, 2003, by the Local Agency Formation Commission (LAFCO) by LAFCO 2002-43-5. The Oak Valley SCPGA Specific includes the developments of Fairway Canyon and Tournament Hills. The subject property is located within the Fairway Canyon portion of the specific plan.

Fairway Canyon has constructed Phase 1 and 2 of the development and is nearing completion of Phase 3. The subject property is located within Phase 4 of the development and more specifically in Planning Area 25, as shown in Exhibit F.

The project was advertised and noticed for a public hearing with the Planning Commission on December 10, 2019, however the applicant and staff determined that a continuance was necessary in order to allow the parties to meet and discuss modifications to draft conditions of approval. The project team met with City staff on



December 18, 2019, which included representatives from the City Manager's office, Public Works, Planning and Fire Department and resulted in modifications to the draft conditions of approval. The modifications included updates to the ownership name, clarification on satisfied conditions, timing of fees and infrastructure requirements.

On January 14, 2020, the Planning Commission conducted the continued public hearing for the proposed subdivision. One member of the public provided comments on the proposed project that included a request for the preservation of natural open space areas, larger minimum lot sizes, community input regarding programming of proposed park sites, the potential use of the subject property for a future school site, slope areas and public safety.

Staff advised the Planning Commission and members of the public the lot sizes are established in the adopted specific plan and open space was analyzed under the environmental impact report that was certified for the project area, as discussed in the California Environmental Quality Act (CEQA) review section of this staff report.

The programming for the park sites is designed by the master developer, reviewed and approved by City staff under a landscaping permit and installed by the developer.

The applicant indicated they have been in discussions with Beaumont Unified School District (BUSD). However, the applicant would like to have entitlements secured in the event the school district does not select the subject property as a future school site. The specific plan indicates the timing of school facility will be determined by BUSD (SP#318, Page II-3).

The Planning Commission unanimously voted to forward a recommendation of approval to the City Council.

Approval Authority:

The Beaumont Municipal Code, Section 16.04.020 designates the Planning Commission as the "advisory agency" charged with reviewing and making recommendations on all proposed parcel map land divisions and tentative subdivision maps in the City. Section 16.24.050.A authorizes the Planning Commission to conditionally approval or disapprove all tentative parcel maps and tentative subdivision maps and land divisions and submit to the City Council for final approval.

When a tentative map is required under the Subdivision Map Act (66463.5(a)), an approved or conditionally approved tentative map shall expire 24 months after its



approval or conditional approval. The Subdivision Map Act does allow for up to four (4) years of extensions subject to approval by the original approving body, however the proposed subdivision is subject to the development agreement (City of Beaumont Resolution No. 1987-34) dated November 18, 2003, which has a term of 25 years (item 7 of the development agreement) and tentative tract maps shall be granted an extension of time for the term of the development agreement (item 33 of the development agreement). Therefore, the expiration date for the proposed subdivision is November 18, 2028.

The project setting can also be seen in the following materials attached to this staff report:



- General Plan Land Use Map (Attachment C),
- Zoning Map (Attachment D), and
- Aerial Photograph (Attachment E).

The 13.51-acre site is currently vacant. The property is located in an area which contains single family residences to the west, vacant land to the south and the Morongo Golf Club at Tukwet Canyon to the north and east of the subject property. The land uses, zoning, and general plan land use designations of the project site and surrounding areas are shown in the following table.



	LAND USE	GENERAL PLAN	ZONING
PROJECT SITE	Vacant Land	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)
NORTH	Golf Course	Recreation Conservation (RC)	Oak Valley Specific Plan (SPA)
SOUTH	Vacant Land	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)
EAST	Golf Course	Recreation Conservation (RC)	Oak Valley Specific Plan (SPA)
WEST	Single Family Residential	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)

Analysis:

The proposed subdivision contains lots that range in size from 4,947 square feet to 17,172 square feet. The density for this subdivision is 4.6 dwelling units per acre. The lettered lots include the interior streets (Lots A through D). Lot J is a 10,765 square foot basin located on the northeast corner of the extension of Tukwet Canyon Parkway and Street "D". Lots F through H are open space lots that include slope areas located along the extension of Tukwet Canyon Parkway and adjacent to the golf course on the northeast project boundary. A 12,565 square park is proposed on Lot "I" on the northeast corner of the extension of Tukwet Canyon Parkway and Street "B". Streets A through E are proposed to be dedicated to the City and Lots E through I will be dedicated to the homeowner's association for future maintenance.

Primary access to the subdivision is proposed as an extension of Tukwet Canyon Road. The proposed lots will front onto internal streets within the subdivision.

The subject property drains from the northeast to the southwest and will discharge into the Lot "J" basin located at the northeastern corner of Tukwet Canyon Parkway and Street "D".

The subject property is zoned specific plan (SPA). The proposed subdivision would be subject to various development standards in terms of lot width and depth as defined in the Oak Valley SCPGA Specific Plan. Staff has reviewed the proposed subdivision and determined that it complies with the minimum development standards of Planning Area 25 of the Oak Valley SCPGA Specific Plan Section III.B.28. The table below summarizes the required development standards.



DEVELOPMENT STANDARDS	REQUIRED	PROPOSED MINUMUM	PROPOSED AVERAGE
Minimum Net Lot Area	3,800 sq. ft.	4,947 sq. ft.	6,256 sq. ft.
Maximum Density	12.0 du/ac	4.6 du/ac	4.6 du/ac
Minimum Lot Width (Average)	40 ft.	52 ft.	62 ft.
Minimum Lot Depth (Average)	100 ft.	81 ft.	102 ft.

Residential Design & Landscaping Standards:

If approved, the applicant will be required to submit a minor plot plan application for review of architecture for all buildings with enhancements (shutters, flower boxes, stone veneer, etc.) and provide for trim around all openings. With regard to project landscaping under this proposal, the applicant will be required to adhere to standards set forth under the Guide to California Friendly Landscaping, as well as the City's landscaping ordinance that requires water efficient landscaping. Separate landscaping plans will be required as part of the conditions of approval by the applicant for staff review of all front-yard, slopes in excess of three feet, and open-space areas.

Public Notice and Communications:

Property owners located within a 300-foot radius of the project site were notified of the Planning Commission public hearing on November 29, 2019, with a 10-day hearing notice in addition to a public notice in the Press Enterprise newspaper (see Attachment G). The Planning Department has not received any letters of comment from the public as of the writing of this report.

CEQA Review:

From the standpoint of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2001 for the Oak Valley SCPGA Specific Plan (Specific Plan No. 318) (SCH# 2000051126), with latest addendum of the EIR was approved by City Council in 2014 (13-EIR-03), assessing the environmental impacts of the overall project and subsequent implementation steps, including subdivision of the site. The EIR and the findings made by the City Council remain pertinent and adequate for use for current application. Execution of this subdivision will require adherence to the mitigation monitoring program established for the project.



Incorporated herein by reference:

- City of Beaumont General Plan,
- City of Beaumont Zoning Ordinance,
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map, and
- Contents of City of Beaumont Planning Department Project File Tentative Tract Map No. 37696 (TM2019-0005), Tentative Tract Map No. 37698 (TM2019-0006), Tentative Tract Map No. 37697 (TM2019-0007), Tentative Parcel Map No. 37366 (PW2019-0387), LAFCO 2002-43-5, 02-ANX-02, Development Agreement dated November 18, 2003, Oak Valley SCPGA Specific Plan 318 and Environmental Impact Report 418.

Recommended Action:

Approve Tentative Tract Map No. 37696 (TM2019-0005) subject to the Development Agreement and the attached conditions of approval.

Attachments:

- A. Draft Conditions of Approval
- B. Tentative Tract Map 37696
- C. General Plan Land Use Map
- D. Zoning Map
- E. Aerial Photograph
- F. Fairway Canyon Phasing Map
- G. Proof of Publication



CITY OF BEAUMONT PLANNING DEPARTMENT CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP NO. 37696 (TM2019-0005)

APN: PORTION OF 413-790-020

Planning Commission Recommendation: 1.14.20 City Council Approval: DRAFT

TO SUBDIVIDE 13.51 ACRES INTO 62 SINGLE FAMILY

RESIDENTIAL LOTS RANGING IN SIZE FROM 4,947 TO 17,172 SQUARE FEET, AND FIVE LETTERED (5) LOTS WITH A PARK SITE, BASIN AND LANDSCAPING LOCATED WITHIN PLANNING AREA 25 OF THE OAK VALLEY SPECIFIC PLAN.

Note: Any conditions revised at a hearing will be noted by strikeout (for deletions) and/or <u>underline</u> (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

STANDARD CONDITIONS

The following conditions of approval are for Tentative Tract Map No. 37696 and consist of all subsequent conditions and all conditions of approval for the Oak Valley Specific Plan (SP No. 318) and the Mitigation Monitoring and Reporting Plan.

- 1. The subdivider shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, and employees from any claim, action, or proceeding against the City of Beaumont, its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning TENTATIVE TRACT MAP NO. 37696 and the Environmental Impact Report certified by the Beaumont City Council in conjunction with the SCGPA Golf Course at Oak Valley Specific Plan, which action is brought within the time period provided for in California Government Code, Section 66499.37. The City of Beaumont will promptly notify the subdivider of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont
- 2. The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.

- 3. This conditionally approved tentative map will expire on November 18, 2028 per 3.3 of the Development Agreement between the City of Beaumont and SDC Fairway Canyon LLC, a Delaware limited liability company. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the final map by the City Council is required.
- 4. If required by the Planning Department, within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Planning Department prior to release of the final conditions of approval.
- 5. Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal.
- 6. The subdivider shall be fully responsible for maintenance and upkeep of any and all slopes, landscaped areas, open space areas, future development areas and irrigation systems until such time as maintenance responsibilities are assumed by other as approved by the Planning Department.
- 7. The properties contained within Tentative Tract Map 37696 are part of the SCPGA Golf Course at Oak Valley Specific Plan Specific Plan, approved originally by the Beaumont City Council on November 5, 2002 and later amended in 2004, 2005, and 2014. The provisions and criteria of the SCPAGA Golf Course at Oak Valley Specific Plan shall control and guide the development of Tentative Tract Map 37696.
- 8. An Environmental Impact Report EIR was prepared and certified for the SCPGA Golf Course at Oak Valley Specific Plan Specific Plan, Addendum(s) were prepared for the subsequent amendment and a series of mitigation measures were adopted by the City Council to mitigate the potential impacts of the project. All of the mitigation measures set forth in the subject environmental document are herewith established as conditions of approval for Tentative Tract No. 37696.
- 9. Execution of the project will necessitate the conducting of mitigation monitoring by the City to ensure that all the mitigation measures set forth in the Environmental Impact Report and Addendum are systematically implemented. The subdivider shall fund the mitigation monitoring requirements by paying an amount equal to the City's actual contracting cost for such services, plus a 20 percent administrative charge.
- 10. Tentative Tract No. 37696 has been found to be substantially in conformance with the Oak Valley PGA Specific Plan.



11. The approval of this map shall not result in any vesting provisions relative to City of Beaumont fees and exactions. The provisions of the Development Agreement shall prevail in all cases.

BUILDING DEPARTMENT CONDITIONS

12. It shall be unlawful for any person to engage in or permit the generation of noise related to landscape maintenance, construction including erection, excavation, demolition, alteration or repair of any structure or improvement, at such sound levels, as measured at the property line of the nearest adjacent occupied property, as to be in excess of the sound levels permitted under Chapter 9 of the Municipal Code, at other times than between the hours of 7:00 a.m. and 6:00 p.m. The person engaged in such activity is hereby permitted to exceed sound levels otherwise set forth in this Chapter for the duration of the activity during the above described hours for purposes of construction. However, nothing contained herein shall permit any person to cause sound levels to at any time exceed 55 dB(A) for intervals of more than 15 minutes per hour as measured in the interior of the nearest occupied residence or school.

FIRE DEPARTMENT CONDITIONS

- 13. Underground fire line plans shall be submitted to the fire department, for review and approval for fire hydrant spacing and type prior to signing Mylar's.
- 14. Provide a title block on the set of Mylar's saying, 'Riverside County Fire Department'.
- 15. All residential homes shall have fire sprinklers. Plans shall be submitted to the fire department for review and approval prior to installation.
- 16. More than one road is required if it is determined that access by a single road may be insufficient due to terrain, location, travel distance, potential fire or life safety hazards, or other factors that could limit access or if vehicle congestion, or weather conditions could impair access points. CFC 2013.
- 17. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident.
- 18. Industry standards: A minimum of two vehicle access points is required for any development containing 150 or more residential units.

- 19. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations." RVC Ord-787.7
- 20. The fire code official has reviewed the revisions for this project, and shall require additional access points, and to provide main street artery's for emergency vehicle ingress and egress. This will help support an evacuation during an emergency operation and would be required to help emergency vehicle faster response times.
- 21. Due to the number of residential homes that are being built within the project, a fire station is needed in this area. The payment of the fire station impact fee shall meet the requirements of this condition. Community Facilities District No. 93-1 dated November 2, 2004 includes Exhibit E Fee Credit Table that indicates that Fire Station Critical and Joint Facilities fees were paid for 3,387.28 dwelling units at a rate of \$181.00 per dwelling unit for a total of \$613,097.68, therefore the condition has been satisfied.

STANDARD CONDITIONS:

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with City of Beaumont/Riverside County Ordinances and/or recognize fire protection standards:

- 22. FIRE FINAL and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code, California Fire Code, and other related codes which are in force at the time of building plan submittal.
- 23. FIRE FLOW REQUIREMENTS The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B, Table B105.1. The applicant/developer shall provide documentation to show that a water system exists and is capable of delivering 1,000 GPM for 2 hour(s) for duration at 20-PSI residual operating pressure must be available before any combustible material is placed on the job site. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. California Fire Code 2010.
- 24. SUPER FIRE HYDRANTS Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and offsite super fire hydrants (6" x 4" x 2 – 2 1/2") shall be located not less than 25 feet or more than 200 feet from any portion of the building as measured along approved emergency vehicular travel ways, and spaced no more than the required spacing per Appendix C,



table C105.1 in feet apart in any direction. The fire flow shall be available from any adjacent fire hydrant(s) in the system. CFC Chapter 5, section 503.1.1 and Appendix B table - B105.1.

- 25. ALL WEATHER ACCESS ROAD Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved fire department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. Road shall be provided prior to construction, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. CFC Chapter 5, section 503.2.3.
- 26. 24 FOOT WIDTH, 15 FOOT VERTICAL Prior to construction and issuance of building permits, fire apparatus access roads shall have an unobstructed width of not less than 24 feet or as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than 15 feet. CFC Chapter 5, section 503.2.1 & RVC Fire Ordinance 787.6.
- 27. 15 % GRADE Prior to construction, all roads, driveways and private roads shall not exceed 15 percent grade. Add: Grade transitions shall not exceed Riverside County Fire Department apparatus maximum approach and departure angles as determined by the Fire Chief. RVC Fire Ordinance # 787.6 CFC Chapter 5, section 503.2.7.
- 28. PHASING If construction is phased, each phase shall provide an approved emergency vehicular access for fire protection prior to any building construction. CFC Chapter 5, section 501.4.
- 29. DEAD ENDS Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. CFC Chapter 5, section 503.2.5.
- U/G WATER PLANS Prior to issuance of permits, the applicant/developer shall furnish
 (3) copies of the water system plans to the Fire Prevention Bureau for review. Plans shall be in accordance with Appendix B and Appendix C and section 508.1 of the CFC 2010:
 - Signed by a registered civil engineer or certified fire protection engineer.
 - Contain a Fire Prevention Bureau approval signature block.
 - Conform to hydrant type, location, spacing of new and existing hydrants, and a minimum fire flow required as determined by the Fire Prevention Bureau.
 - The post indicator valve and fire department connection shall be located to the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access, and within 200 feet of an approved fire hydrant, and within 50 of an approved roadway or driveway or otherwise approved by the Fire Chief.

- Guard posts or other approved means may be required to protect fire department inlet connections from vehicular damage. RVC Fire Ordinance 787.6 section 912.2.1.
- After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants shall be installed, and made serviceable prior to and during the time of construction, and accepted by the City of Beaumont Fire Prevention Bureau. CFC Chapter 5, 508, and the National Fire Protection Association 24 sec 1-4.1.
- Existing fire hydrants on public streets are allowed to be available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. CFC, Appendix A, & B and NFPA 24 section1-4.1.
- 31. BLUE DOT REFLECTOR Prior to issuance of Certificate of Occupancy or building final, "Blue Reflective Markers" shall be installed on private streets, public streets, and driveways to identify fire hydrant locations in accordance with City & RVC Fire Ordinance 787.6 specifications.
- 32. RESIDENTIAL NUMBERS Prior to issuance of Certificate of Occupancy or building final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numerals shall be not less than four (4) inches in height. CFC Chapter 5, section 505.1.
- 33. ROOFING Prior to Certificate of Occupancy or building final, all structures shall have fire retardant roofing materials (Class A & B roofs) as described in section 1504 of the CBC.
- 34. PAVED ACCESS- Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards.
- 35. ANGLE APPROACH The angle of approach and departure for any means of Fire Department access shall not exceed 1-foot drop in 20 feet, and the design limitations of the fire apparatus of the fire department shall be subject to approval by the AHJ. CFC Chapter 5, section 503.2.7.
- 36. FIRE SPRINKLERS Prior to issuance of Certificate of Occupancy or building final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans (3) sets shall be submitted to the Fire Prevention Bureau for approval prior to installation. No person shall remove or modify any fire protection system installed or maintained under the provisions of the

California Fire Code without the approval by the Fire Chief. A Licensed C-16 contractor shall do all the work and/or certification. CFC Chapter 9, section 901.3.1, 903.1 & CBC Chapter 9, section 903.1.1.

- 37. SAFETY PRECAUTIONS Approval of the safety precautions for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals for specific operations or processes associated with such construction, alteration or demolition. Structure, facilities and conditions which in the opinion of the fire code official, constitute a distinct hazard to life or property. The fire code official is authorized to order the posting of signs in a conspicuous location in each structure. The posting of signs shall not be obscured, removed, defaced, mutilated, or destroyed.
- 38. FIRE DEPARTMENT INSPECTION APPROVAL Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved.
- 39. AUTHORITY TO INSPECT The Fire Prevention Bureau shall maintain the authority to inspect as often as necessary for buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety.
- 40. ALTERATIONS Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation.
- 41. MEDIAN CROSSOVERS Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Chief and the Public Works Director. Prior to the construction, design plans will be submitted for review and approval by the Public Works Director.
- 42. GATES All exterior security/emergency access gates shall be electronically operated and be provided with a Knox key switch for access by emergency personnel, that includes the Police Department's "E" key. Contact Beaumont Police Department at 951-769-8500 for any questions. Gate entrances shall be at least two feet wider than the width of the traffic lane (s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane

provides access to a gate entrance, a 40-foot turning radius will be required. CFC Chapter 5, section 503.6.

- 43. KNOX SWITCH Gate (s) shall be opened by a Fire Department Knox Switch, and all gates shall be a minimum of 24 feet in width. Automatic gates shall be equipped with emergency backup power.
- 44. MULTI-FAMILY RESIDENCE Prior to issuance of Certificate of Occupancy or building final, all multi-family residences shall display the address in a visible location on the street side of the building and shall be clearly distinguishable from the fire apparatus access road. The building numerals shall be a minimum of twelve (12) inches in height and individual dwelling units shall be not less than four (4) inches in height and shall contrast with their background. The address shall be illuminated as approved by the Fire Department. CFC Chapter 5, section 505.1 & RVC Ordinance 787.7.
- 45. SINGLE FAMILY DWELLINGS Approved fire prevention standard fire hydrants (6" x 4" x 2-2 1/2") shall be located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, with no portion of any lot frontage more than 250 feet from a fire hydrant. Minimum fire flow shall be 1,000 GPM for 2 hours at 20 PSI. Fire flow and flow duration for dwellings in excess of 3,600 square feet shall not be less than that specified in Appendix B, Table B 105.1, RVC 787.7 & CFC Chapter 5, and Appendix C, Table C 105.1.
- 46. ACCESS/ROAD LENGTH No cul-de-sac or dead-end road length shall exceed one thousand three hundred-twenty (1,320) feet in length. In any hazard fire area of Riverside County, no dead-end or cul-de-sac road shall exceed six hundred-sixty (660) feet in length. The Fire Chief based on city street standards shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. Riverside County Ordinance 787.7, CFC Chapter 5, section 503.2.5.
- 47. BUILDING OPENINGS Access to building openings and roofs shall be maintained readily accessible for emergency access by the fire department. Finished grade to be flat and accessible on all sides of the building were ground ladder access is the only means to reach the highest point on the building from the exterior. Obstructions will not be placed as to interfere with ground ladder placement. CFC Chapter 5, section 504.1 & RVC Ordinance 787.7.

AGENCY CONDITIONS

48. The subdivider shall comply with the requirements set forth in the City Public Works Department conditions.



- 49. The subdivider shall comply with the requirements of the Beaumont Police Department.
- 50. The subdivider shall comply with the requirements of the Beaumont Fire Department.
- 51. The subdivider shall comply with the requirements of the Beaumont-Cherry Valley Water District.
- 52. The subdivider shall comply with the requirements of the Southern California Gas Company.
- 53. The subdivider shall comply with the requirements as set forth by the Beaumont Unified School District.

RECORDATION CONDITIONS

Prior to the <u>RECORDATION</u> of any final map, all the following conditions shall be satisfied:

54. The subdivider shall submit written clearances to the Public Works Department that all pertinent requirements from the following agencies have been met:

City Fire Department City Police Department City Planning Department Beaumont Cherry Valley Water District Beaumont Unified School District

- 55. All public street road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Department. Street names shall be subject to the approval of the Building Official. The final street sections, configurations and improvements shall be subject to the approval of the Public Works Department.
- 56. All delinquent property taxes, special taxes and assessments shall be paid to the Riverside County Tax Collectors Office.
- 57. Lots created by this subdivision shall comply with the following:
 - a. Lots created by this subdivision shall be in conformance with the development standards of the Oak Valley PGA Specific Plan.

- b. All sewer, storm drain and other public utility crossings in side and rear yards to be located in fee title lots and not easements.
- 58. No lots fronting on knuckles, or cul-de-sacs shall have less than twenty-five (25) feet of frontage measured at the property line, with the exception of flag lots as approved by the Planning Department.
- 59. This subdivision may be recorded in phases subject to the following:
 - a. Phasing, including phase boundaries and sequencing, shall be subject to Planning Department approval.
 - b. Common open space area improvement phasing shall be required subject to Planning Department approval.
- 60. Consistent with City standards and the Beaumont General Plan, the subdivider is obligated to provide fully improved park space at a ratio of 5 acres per 1,000 population. Said conditions of approval require of park improvements and/or fees, and these requirements shall be applicable as set forth in the conditions of approval for the Oak Valley PGA Specific Plan.
- 61. The maintenance and management of common open space areas and common facilities shall be conducted as set forth herein and approved by the Planning Department. All provisions of said condition shall be satisfied prior to map recordation.
- 62. The subdivider shall be responsible for the provision of a fair share of the necessary roadway, water, sewer and drainage facilities for the orderly implementation of the Oak Valley PGA Specific Plan and the existing master plans for these facilities. Prior to recordation, the subdivider shall work with the City and the Public Works Department to establish the necessary financing and implementation measures to ensure the provision of a fair share of such necessary facilities or provide documentation that this has been satisfied per the Development Agreement dated November 18, 2003 (Resolution No. 1987-34) between the City of Beaumont and LB/L—Suncal Oak Valley LLC which is was assumed by SDC Fairway Canyon, LLC, a Delaware limited liability company on June 1, 2012 via Document# 2012-0253906 and Community Facilities District (CFD) 93-1 dated November 2, 2004.
- 63. Prior to recordation of the final map, the applicant shall remove the minimum setback notes from the map.

GRADING CONDITIONS

- 64. Detailed landscaping and irrigation plans shall be submitted to and approved by the Planning Department for the phase of development in process. The plans shall address all areas and aspects of the tract requiring landscaping and irrigation to be installed including, but not limited to, parkway planting, recreation trails, street trees, slope planting, common area and/or park landscaping. The plans shall be certified by a landscape architect, and shall provide for the following:
 - a. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems shall be specified.
 - b. Landscape screening where required shall be designed to be opaque up to a minimum height of six (6) feet at maturity.
 - c. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground wherever feasible.
 - d. Landscaping plans shall incorporate the use of specimen accent trees (24" box minimum) at key visual focal points within the project.
 - e. Landscaping plans shall incorporate native, low water using and drought tolerant plants where appropriate. All Landscaping shall be in compliance with Beaumont Municipal Code Chapter 17.06.
 - f. All specimen trees on the subject property shall be shown on grading plans. Trees intended for retention and/or removal shall be so noted on the project grading plans. Replacement trees for those to be removed shall also be shown on the project grading plans.
 - g. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.
 - h. trees proposed within 10 feet of any Right-of-Way shall provide for a 36" deep root barrier.
- 65. Three (3) sets of detailed landscaping and irrigation plans shall be submitted pursuant to the Conditions of Approval with the applicable processing fee.
- 66. Driveways shall be designed so as not to exceed a fifteen (15) percent grade.

67. A qualified paleontologist shall be retained by the subdivider for consultation and comment on the proposed grading with respect to potential paleontological impacts. Should the paleontologist find the potential is high for impact to significant resources, a pre-grade meeting between the paleontologist, the City Public Works Department and the grading contractor shall be arranged. When necessary, the paleontologist or representative shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of fossils. The paleontologist shall submit in writing to the Planning Department the results of the initial consultation and details of the fossil recovery plan if recovery was deemed necessary.

BUILDING CONDITIONS

Prior to the issuance of <u>BUILDING PERMITS</u>, all the following conditions shall be satisfied:

68. The subdivider shall submit written clearances to the Planning Department that all pertinent requirements from the following agencies have been met:

City Public Works Department Beaumont Unified School District Beaumont-Cherry Valley Water District Beaumont Fire Protection Department Beaumont Planning Department

- 69. Prior to the merchant builder submittal of architectural building plans and wall and fence plans to the Planning Department, an acoustical study shall be performed by an acoustical engineer to establish appropriate mitigation measures that shall be applied to individual dwelling units within the subdivision to reduce ambient interior noise levels to 45 Ldn. The study shall be submitted to the Planning Department for review with review fee as set in the Fee Schedule or at actual hourly cost and the approved recommendations shall be incorporated into the architectural building plans and wall and fence plans.
- 70. A detailed wall and fencing plan shall be submitted to and approved by the Planning Department & Public Works Department and shall show all project walls and fencing including but not limited to perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical elevation of all walls and fences shall be shown on the wall and fencing plan. Decorative block walls shall be constructed along all side or other yards adjacent to streets, or which are plainly visible, and in locations as may be required by the Planning Department.
- 71. Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with Planning Department approval.

- 72. Building separation between all buildings shall not be less than as set forth in the California Building Code.
- 73. All street side yard setbacks shall be a minimum of ten (10) feet.
- 74. All front yards shall be provided with landscaping and automatic irrigation systems and adhere to Municipal Code Chapter 17.06 Landscaping Standards, as approved by the Planning Department. Additionally, all front yard landscaping shall be installed with drought tolerant landscaping.
- 75. No wood fencing is permitted in this development. All fencing materials shall be masonry, vinyl or tubular steel, as approved by the Planning Department.
- 76. All utility connections and easements shall be placed underground and shall not encroach into the driveway area unless otherwise approved by the Public Works Department.
- 77. A minor plot plan for all residential buildings, garages and accessory buildings for residential products shall be submitted to the Planning Department accompanied by applicable filing fees for a minor plot plan not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the City of Beaumont. The minor plot plan shall be subject to the approval of Planning Department and shall contain the following elements:
 - a. A final site plan (1"=30' minimum scale precise grading plan) showing all lots, building footprints, setbacks, walls, fencing, the floor plan and elevations of individual lots.
 - b. One (1) color and materials sample board containing precise color texture and material swatches or photographs (which may be from supplier's brochures). Indicate on the sample board the name, address and phone number of the preparer and the project applicant, the tract number, and the manufacturer and product numbers when feasible (trade names also acceptable).
 - c. One (1) set of architectural elevations colored to represent the selected color combinations, with symbols keyed to the color and materials sample board. Brief written color and material descriptions shall be located on the colored elevations. No landscaping or other enhancements shall be shown on the elevations. All residential structures shall be provided with "four-sided" architectural features. With respect to residential structures, this may take the form of edge trim on all exterior doors or windows, or other methods as approved by the Planning Department. Enhanced or upgraded rear and side facing architectural features shall be included for dwelling units adjacent to and visible from parks, walkways, and public roadways.



- d. Detailed wall and fencing plan for the subdivision, including colors, materials and location details.
- e. Five (5) sets of photographic or color laser prints (8 X 10 in.) of the sample board and colored elevations shall be submitted for permanent filing.
- 78. All residential units shall be served by a minimum of two access points at all times, for proper circulation and emergency vehicle ingress and egress, as approved by the Fire Department.
- 79. Street Improvement Plans shall be prepared to the satisfaction of the Public Works Department. Additionally, Street Lighting plans in accordance with the City of Beaumont Outdoor Lighting ordinance shall be submitted in conjunction with the Street Improvement Plans. Street Lights shall be reviewed and approved by the Planning and Building Department with appropriate fees paid. All Mailbox clusters shall have appropriate lighting as approved by the City.
- 80. No side-entry garages shall be proposed for this subdivision.

FINAL INSPECTION/OCCUPANCY CONDITIONS

Prior to the <u>FINAL BUILDING INSPECTION</u> or issuance of <u>OCCUPANCY PERMITS</u>, whichever occurs first, all the following conditions shall be satisfied:

- 81. Decorative block and sound walls shall be constructed subject to the approval of the Public Works Department and Planning Department. A graffiti resistant coating or landscaping shall be provided on all block walls.
- 82. Wall and fence locations shall conform to the approved wall fencing plan and approved landscape and irrigation plans.
- 83. All landscaping and irrigation shall be installed in accordance with approved plans. If the seasonal conditions do not permit planting, interim landscaping, and erosion control measures shall be utilized as approved by the Planning Department and the Public Works Department.
- 84. A licensed landscape architect shall provide a Compliance Letter to the Planning Department and the Public Works Department stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans, Municipal Code and conditions of approval. The Compliance Letter shall be

submitted at least three (3) working days prior to any final building inspection or issuance of any occupancy permits, whichever occurs first.

- 85. All landscaping and irrigation shall be installed in accordance with approved plans and shall be verified by a City field inspection and applicable fees paid at the direction of the Planning Department.
- 86. All driveways shall be concrete paved.
- 87. Access roads, street improvements, all agency requirements, parking areas and security lighting shall be constructed in accordance with approved improvement plans and specifications.
- 88. Clearance shall be obtained from the Beaumont Fire Department, and all fire protection improvements shall be in place as approved by the Fire Chief.

PUBLIC WORKS CONDITIONS

GENERAL

The following is a non-inclusive list of items that may be required by the Public Works Department:

A. Plans:

- Recorded Parcel Map 37366
- Final Map
- Street Improvement Plan
- Street Light Plan
- Landscape Plan offsite
- Rough Grading Plan
- Precise Grading Plan
- Erosion Control Plan
- Retaining wall Plan (for line and grade only)
- Sewer Improvement Plan
- Sewer Lift Station and Forced Main Plan
- BCVWD Water Improvement Plan
- Storm drain Improvement Plans

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- Traffic Control Plan
- B. Reports & Studies:
 - Traffic Impact Analysis (TIA)- TIA used for EIR is acceptable
 - Soils Investigation Report
 - Pad Certification
 - Stormwater Pollution Prevention Plan (SWPPP)
 - Hydrology and Hydraulics Report
 - Preliminary Water Quality Management Plan (P-WQMP)- (P-WQMP submitted and approved)
 - Final Water Quality Management Plan (F-WQMP)
 - Offsite Improvement Engineer's Cost Estimate (ECE)
- C. Permits and agreements:
 - CWA Section 401 Certification to Protect Wetlands (401 Certification)
 - CWA Section 404 Permit (404 Permit)
 - Fish and Game Code section 1602 (Streambed Alteration Agreement
 - Permission to Grade and Construction agreements
 - WQMP Covenant and Agreement
 - City Grading Permit
 - City Dirt Haul Permit
 - City Encroachment Permit
 - County Encroachment Permit
 - Subdivision Improvement Agreement
 - Performance Bond
 - Labor & Material Bond
 - Survey Monument Bond
 - Maintenance Bond
 - Homeowners Association Covenants, Conditions and Restrictions (CC&Rs)
- 89. The design of public infrastructure elements shall conform to the requirements of the City's General Plan, Water Quality Management Plan, Master Plans, City of Beaumont Standards, Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification, Caltrans Standard Specifications and the Standard Specifications for Public Works Construction, current edition.

- 90. The design of private site improvements and grading work outside of road right of way shall conform to the latest edition of California Building Code (CBC) and the City of Beaumont standards and practices.
- 91. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist or Registered Professional Surveyor in the State of California, and submitted to the Public Works Department for review and approval.
- 92. Applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
- 93. The Applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan and improvement plans, where applicable.
- 94. The Applicant shall obtain an Encroachment Permit, as required from the appropriate agency, for all work within the public right-of-way.
- 95. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
- 96. Projects with multiple phases shall submit a plan clearly showing the public improvements to be constructed with each phase of the project. Public improvements identified shall be constructed to the satisfaction of the Public Works Director prior to issuance of the 1st certificate of occupancy (COO) for that phase.
- 97. The Applicant shall submit a copy of Covenants, Conditions and Restrictions (CC&Rs) to the city for conformance review. The CC&Rs shall be enforceable by the Homeowners Association (HOA), shall not be amended without City approval, shall require maintenance of all property in a good condition, and be in accordance with all City Ordinances.
- 98. The HOA shall be responsible for operating and maintaining all stormwater basins, water quality basins, parkway landscaping and private open space constructed as part of this project, unless otherwise approved by the Planning and Public Works Department.

MAPPING

99. PRIOR TO OBTAINING ANY BUILDING PERMIT: The final map must be recorded.



- 100. PRIOR TO MAP RECORDATION: Parcel Map No. 37366 shall be approved and recorded.
- 101. PRIOR TO MAP RECORDATION: the following plans shall be approved by the City and applicable agencies:
 - A. Street Improvement Plan
 - B. Signing and Striping Plan
 - C. Street Light Plan
 - D. Storm Drain Improvement Plan
 - E. Final WQMP
 - F. Sewer Improvement Plan
 - G. Lift Station Improvement Plan
 - H. Force Main Improvement Plan
 - I. Water Improvement Plan
- 102. PRIOR TO FINAL MAP RECORDATION: The applicant shall prepare the map in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification; Riverside County Ordinance 460; and RCTD Map Preparation Manual.
- 103. PRIOR TO FINAL MAP RECORDATION: The applicant shall pay all applicable fees consisting of, but not be limited to, area drainage fee; bridge and major thoroughfare fees. Per the Municipal Code, certain fees may be delayed to building permit issuance.
- 104. PRIOR TO FINAL MAP RECORDATION: The applicant shall prepare and fully execute a Subdivision Improvement Agreement (SIA) with the City (On City approved format and forms). If the final map and/or improvements will be phased, an SIA will be required for each phase.
- 105. PRIOR TO FINAL MAP RECORDATION: The applicant shall provide securities guaranteeing the payment of the cost for all public improvements. The securities shall include Faithful Performance and labor and materials for 100% of the approved Engineer's Cost Estimate (ECE).
- 106. PRIOR TO FINAL MAP RECORDATION: The Applicant shall comply with Government Code Section 66436(a)(3) before approval of the final map and shall provide

"no objection" letters from all public entities or utilities to the satisfaction of the Public Works Director.

- 107. PRIOR TO FINAL MAP RECORDATION: When changes to an approved Tentative Map are proposed, a Substantial Compliance Exhibit, in the same scale as the Tentative Map, shall be submitted for review and approval by the Public Works Director.
- 108. PRIOR TO FINAL MAP RECORDATION: Monuments shall be provided in accordance with Section 8771 of the Business and Professions Code. Cross-ties shall be set in top of curbs and tie sheets shall be submitted to the Public Works Department. Per the Subdivision Map Act, Section 66496, internal monuments may be set at a later date if the applicant furnishes security guaranteeing the payment of the cost of setting such monuments.
- 109. PRIOR TO FINAL MAP RECORDATION: The applicant shall provide an easement to, over and across all private water quality, stormwater and drainage basins, to be dedicated to the City, for ingress, egress and right to inspect. The City will not maintain any basin unless expressly stated in writing by the Public Works Director.
- 110. PRIOR TO FINAL MAP RECORDATION: The applicant shall show all right-of-way dedications necessary for the construction of all streets, on the Final Map, including but not limited to:
 - A. All interior streets, as shown on Tentative Map No. 37696 dated October 2019, show a full-width dimension of 50-feet right-of-way to right-of-way (50-feet R/W width). The interior streets are based on the adopted Specific Plan and not a City standard. Therefore, the applicant shall be conditioned to construct the typical sections as shown on said tentative map and adopted Specific Plan. The Applicant shall verify that the appropriate right-of-way exist and/or the Applicant shall dedicate all additional right-of-way necessary to achieve the required 50-feet full-width.
 - B. Per separate instrument, additional right-of-way shall be dedicated along Street "D" to allow for the construction of improvements conditioned under the "Street Improvements" section of this document.
 - C. The applicant shall dedicate on the final map, a five foot (5') public utility easement (PUE) coincident with the interior right-of-way, each side of a typical street.
- 111. PRIOR TO FINAL MAP RECORDATION: The right-of-way corner cutback shall be established per RCTD std. 805 as follows: Along a straight line projected from the

intersection of the radial line passing through the beginning of the curb return, and the corresponding right-of-way line to the intersection of the radial line, passing through the end of the curb return at the corresponding right-of-way line, or as directed by the Engineering Department.

- A. The applicant has requested a deviation from std. 805 for various locations. The deviations will be accepted, as currently shown on the tentative map. The applicant is still required to meet all ADA requirements and no public improvement shall encroach into private property.
- 112. PRIOR TO FINAL MAP RECORDATION: The Applicant, at its sole expense, shall obtain all right-of-way or easement acquisitions necessary to implement any portion or condition of this map, including public improvements; off-site grading & construction; offsite street requirements; offsite sewer requirements; storm drain improvements; or any other requirement or condition, prior to the City's consideration of the final map.
- 113. PRIOR TO FINAL MAP RECORDATION: The Applicant shall show all drainage, landscaping, open space or other non-residential use lots, as lettered lots on the final map.
- 114. PRIOR TO FINAL MAP RECORDATION: The Applicant shall provide all agreements for permission to construction and grade for all applicable offsite areas that currently do not have a recorded easement.

STREET IMPROVEMENTS

- 115. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall prepare the Street Improvement plan, Signing and Striping plan, and Street Light Plan in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification (Ordinance 461); Riverside County Ordinance 460; and California M.U.T.C.D.
- 116. PRIOR TO ISSUANCE OF ENCROACHMENT OR GRADING PERMIT: The Applicant shall coordinate the design of any public infrastructure that encroaches within the County right-of-way. Written approval shall be provided to the Public Works Department.
- 117. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant shall submit a Construction Traffic Management Plan per the California M.U.T.C.D., for review and approval by the Public Works Director.

- 118. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall analyze the turning radii for impact to the maneuverability of fire apparatus and demonstrate adequate clearance. Any deficiencies will need to be identified and discussed with the Public Works Director.
- 119. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall replace any sidewalk, curb and gutter, drive approach, AC pavement or other improvement damaged during construction as determined necessary by the Public Works Director. If the improvements are phase, the condition is applicable to the 1st COO of the corresponding phase.

TUKWET CANYON PARKWAY (DIVIDED COLLECTOR 78' R/W)

- 120. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct full-width improvements for Tukwet Canyon Parkway, coincident with the tract boundary and from the tract boundary to Oak Valley Parkway, continuous and inclusive of all intersections. The applicant shall secure all right-of-way necessary by separate instrument. If the improvements are constructed by others, this condition, or portions of, will not be applicable. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 28-feet from street centerline, each side.
 Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. 14' wide raised median shall be per RCTD std. 113.
 - D. Street structural sections shall be designed with a Traffic Index per soils recommendations (7.0 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.
 - E. Tukwet Canyon Parkway shall be designated as a weight restricted road. The Applicant shall install signs with a weight restriction provided by the Public Works Director at the time of construction.

Streets "A", "B", "C" & "E"

- 121. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct full-width improvements for Streets "A", "B", "C" & "E", per the alignment shown on said tentative map. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 18-feet from street centerline, each side.
 Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (5.5 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.

Street "D"

- 122. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct half-width improvements for Street "D", per the alignment shown on said tentative map. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 18-feet from street centerline, north side. Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (5.5 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.
 - D. If existing improvements do not exist along Street "D" at the time of construction, the applicant shall construct a 10-feet wide paved lane south of the centerline for a total paving width of 28'. The applicant shall secure all right-of-way necessary by separate instrument.



GRADING AND DRAINAGE

- 123. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall prepare the grading plans in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; California Building Code (current edition); and recommendations of a soil engineer.
- 124. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit for stormwater discharges associated with construction activities as required by the California Water Resources Control Board.
- 125. PRIOR TO ISSUANCE OF A GRADING PERMIT: A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted to the California Water Resources Control Board. The developer shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all improvements have been accepted by Public Works Department or construction is complete, whichever is later.
- 126. PRIOR TO ISSUANCE OF A GRADING PERMIT: A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be provided to the Public Works Department.
- 127. PRIOR TO ISSUANCE OF GRADING PERMIT: As part of the Grading Plan Submittal Application, the Applicant shall submit for review and approval, a Final Drainage Report. The Final Drainage Report be in substantial conformance with the approved preliminary drainage report. The project shall:
 - A. Follow the general guidelines set forth by Riverside County Flood Control and Water Conservation District's (RCFC&WCD) Hydrology Manual.
 - B. Design all conveyances to handle the peak flow from a 100-year event.
 - C. Examine the 10-year and 100-year storm events utilizing the RCFC&WCD rational method. The 10-year storm flow shall not exceed the top of curb depth. 100-year storm flow shall not exceed the right-of-way line. If the 10-year storm flow exceeds the top of curb depth, underground storm drain facilities will be required;
 - D. Examine the 2, 10 and 100-year storm frequencies in combination with the 1,3,6 and 24-hour storm durations utilizing the RCFC&WCD synthetic unit hydrograph method; Mitigate for increased runoff by directing drainage to a downstream facility that has sufficient capacity or mitigate the increased runoff onsite.



- 128. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a rough grading plan. The grading design shall incorporate the following:
 - A. conform to the standards of the latest edition of the California Building Code (CBC) and the Beaumont Municipal Code;
 - B. Setbacks for cut/fill slopes from the property line shall be in accordance with the CBC or as approved by the Public Works Director;
 - C. Lots shall be designed and graded to drain to abutting street, on which the driveway for the respective lot will occur. No lot shall drain onto adjacent properties. Drainage devices shall be required to convey storm water from lot onto abutting street. Curb cores shall be required for onsite lot drainage to discharge out into abutting street;
 - D. Building foundation clearance requirements for top of slope and toe of slope shall conform to (Chapter 18 – Soils and Foundations) of the latest edition of the California Building Code;
 - E. Design the site to adequately intercept and convey all off-site run-on through the site and discharge in a manner which will not increase damage, hazard, or liability to adjacent or downstream properties;
- 129. ADVISORY CONDITION: The project has several proposed slopes with a height close to 30 feet. Slope in excess of 30 feet will not be permitted in the field.
- 130. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall design the extended detention basin per the Riverside Flood Control District, LID manual and include the following:
 - A. An access road that allows easy access to the bottom of the basin for maintenance;
 - B. An emergency overflow weir or spillway;
 - C. Drain within 72 hours or otherwise comply with relevant standards for vector control. If the 72-hour limit cannot be reached, the applicant shall implement other features to meet the requirement. This may include dry-wells, underdrain, larger surface area, etc.
 - D. Security fencing along the perimeter of the basin w/ appropriate signage;
 - E. Fire Department Rapid Entry System;
 - F. Access from public right-of-way.
- 131. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements in the event that existing drainage patterns are affected by this development. The applicant shall

submit to the City of Beaumont and to any governing Federal agency for review and approval, all necessary calculations.

- 132. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a soils/ geology report.
- 133. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, an Erosion Control Plan that addresses Site Construction BMPs.
- 134. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a Final WQMP (F-WQMP). The F-WQMP shall be in substantial conformance with the approved preliminary Project-Specific WQMP and the document "Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County," dated October 2012 (Guidance Document)
- 135. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall record a "Covenant and Agreement" with the County Recorder, or other instrument acceptable to the City, to inform future property owners of the requirement to implement the approved project-specific WQMP for each parcel.
- 136. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall obtain all permits and approvals from all regulatory agencies with jurisdiction over any portion of this project. Potentially including, but not limited to: Riverside County Flood Control, State Department of Fish and Game, State Water Resource Control Board and US Army Corps of Engineers.
- 137. CONCURRENT WITH GRADING OPERATIONS: Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical/civil engineer who shall obtain all required permits and submit reports on progress and test results to the Public Works Director for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Director for review and approval, which may require additional tests at the expense of the applicant.
- 138. CONCURRENT WITH GRADING OPERATIONS: The Applicant shall construct temporary drainage facilities and erosion control measures to minimize erosion and silt deposition.
- 139. PRIOR TO FOUNDATION TRENCHING: The applicant shall submit a soil compaction report to the City for review and approval.

140. PRIOR TO OBTAINING ANY BUILDING PERMIT: The applicant shall submit pad certifications letters and pad compaction reports to the City for review and Approval.

STORM DRAIN IMPROVEMENTS

- 141. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall design the storm drain system and facilities in accordance with Beaumont Municipal Code, General Plan, Specific Plan, and Standards; the Riverside County Flood Control District standards; hydrology manual; and Low Impact Development (LID) BMP Design Handbook.
- 142. PRIOR TO ISSUANCE OF GRADING PERMIT: All storm drains, catch basins, and storm water structures shall be provided with trash capture devices that conform with the approved trash capture list issued by the State Water Board.
- 143. PRIOR TO ISSUANCE OF A GRADING PERMIT: The stormwater generated within the development shall be captured into appropriate drainage facilities. The stormwater shall be treated per the requirements of the approved P-WQMP.
- 144. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct all storm drain facilities to accommodate WQMP requirements and Hydraulic Conditions of Concerns (HCOC) requirements. If the improvements are constructed by others, this condition, or portions of, will not be applicable. The improvements shall consist of:
 - A. Storm drain network within the tract boundary;
 - i. Including all catch basins and facilities necessary for the complete operation and conveyance of storm water and treated water.
 - B. Storm drain network from the tract boundary to the Sorenstam Water Quality Basin;
 - i. Including all catch basins and facilities necessary for the complete operation and conveyance of storm water and treated water.
 - ii. Including all laterals, catch basins, manholes, junctions, transitions and other facilities within Tukwet. The applicant shall extend all future connections to outside Tukwet right-of-way and bulkhead as necessary.
 - C. Sorenstam Water Quality Basin;
 - iii. Basin shall be constructed with the same requirements as the extended detention basin.



- D. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall secure all right-of-way and/or easements necessary for the complete construction and operation of all facilities.
- 145. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): All storm drains, catch basins, and storm water structures shall be provided with trash capture devices that conform with the approved trash capture list issued by the State Water Board.

SEWER IMPROVEMENTS

- 146. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The sanitary sewer system shall be designed and constructed to collect and convey sewage to the Upper Oak Valley Lift Station in accordance with the Master Sewer Plan and Beaumont Municipal Code, Eastern Municipal Water District (EMWD) standards, and as follows:
 - A. The minimum pipe size for sewer shall be 8";
 - B. All sewer laterals from homes shall be connected to the sewer main in the street.
 - C. Gravity sewer pipes 12" or less in diameter shall be designed to flow at a maximum depth of one-half of the pipe diameter. Sewer flow calculations shall be provided;
 - D. Gravity sewer pipes 15" or larger shall be designed to flow at a maximum depth of three-quarters of the pipe diameter. Sewer flow calculations shall be provided;
 - E. Sewer line locations shall follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the Public Works Director for review and approval.
- 147. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall design and construct the sewer network necessary for the complete operation of the sewer system which includes:
 - A. The entire sewer system within the tract boundary;
 - B. All necessary sewer mains that occur outside the tract boundary;
 - C. Sewer lateral wyes along any of the mains constructed as part of this tract, for all future connections;
 - D. Lift station;
 - E. Forced main lines and gravity lines that will connect the lift station to the existing Upper Oak Valley lift station, and all necessary facilities.



- 148. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall design and construct a sewer lift station and force main per EMWD standards. Redundant pumps and a bypass system for the lift station shall be incorporated into the design of the lift station. The applicant shall secure all right-of-way and/or easements necessary for the complete construction and operation of all facilities. If the improvements are constructed by others, this condition, or portions of, will not be applicable.
- 149. PRIOR TO ANY BUILDING PERMIT AND PRIOR TO CONNECTING TO A PUBLIC SEWERAGE SYSTEM: The applicant shall pay the sewage disposal facility charge (connection fee) for not less than 25 percent of the lots to which sewers are available before the connection to the City system is made and shall pay the charge for each additional lot thereafter upon building permit or connection for the respective lot(s).
- 150. ADVISORY CONDITION: The existing Mesa sewer lift station is currently (2020) being assessed for capacity as part of a citywide Master Sewer Plan update. It is anticipated that the existing lift station has some capacity for this development; however, the assessment will identify the available capacity. The City may elect to develop a Capital Improvement Project to increase capacity based on need, available funding and schedule.

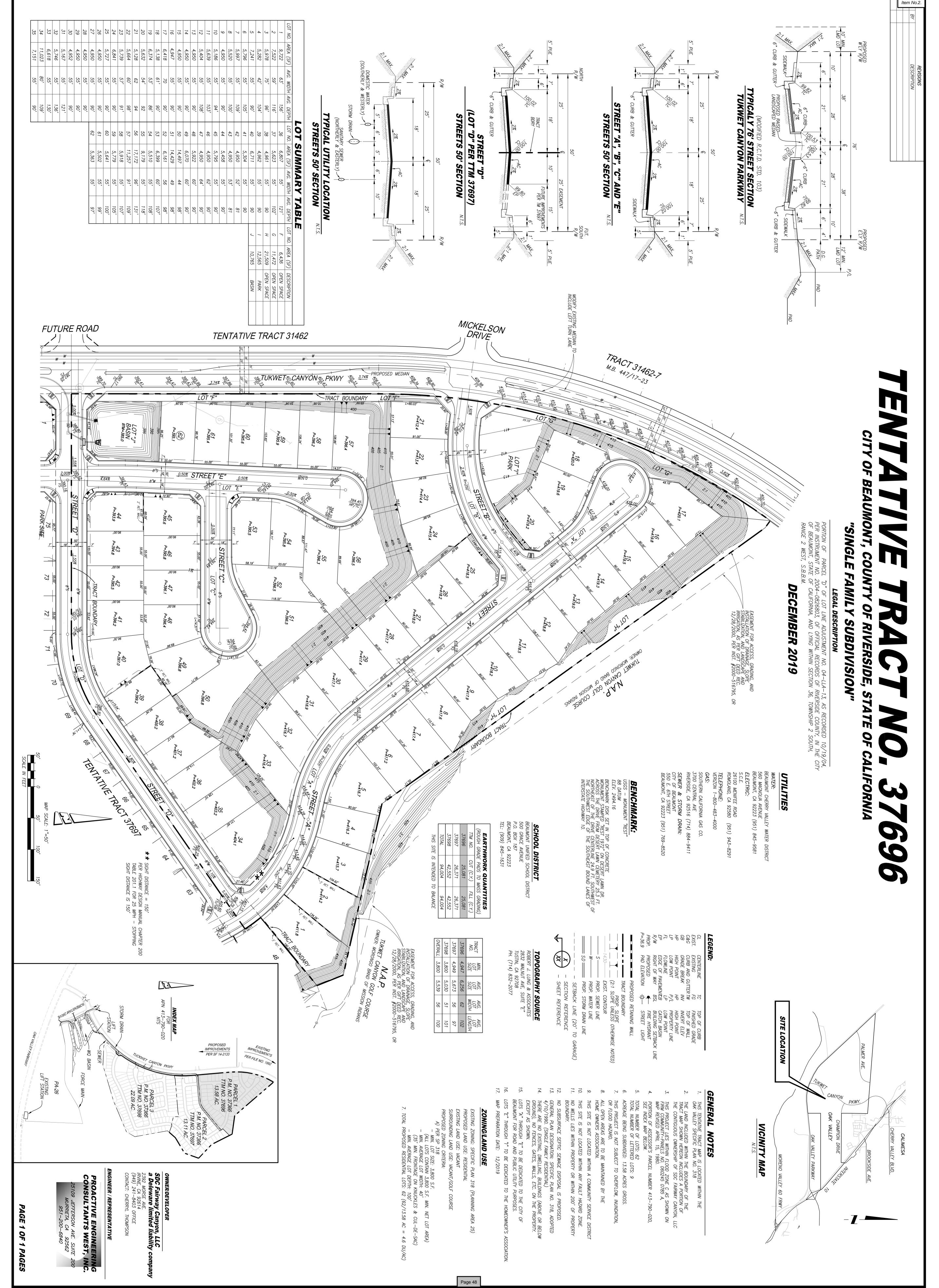
WATER IMPROVEMENTS

- 151. PRIOR TO FINAL MAP RECORDATION: The Applicant shall be responsible for obtaining potable water and reclaimed water for the development.
- 152. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall comply with the requirements of the Beaumont Cherry Valley Water District.
- 153. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall ensure all fire hydrants; air vacs and other above ground water facilities are placed outside of sidewalk areas. Water meter boxes and vaults, valve covers, etc. may be placed within sidewalks or paved areas provided such devices are set flush with the finished surfaces and are properly rated for chosen locations as approved by the Public Works Director.
- 154. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall ensure that water line locations follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the Public Works Director for review and approval.

Item No.2.

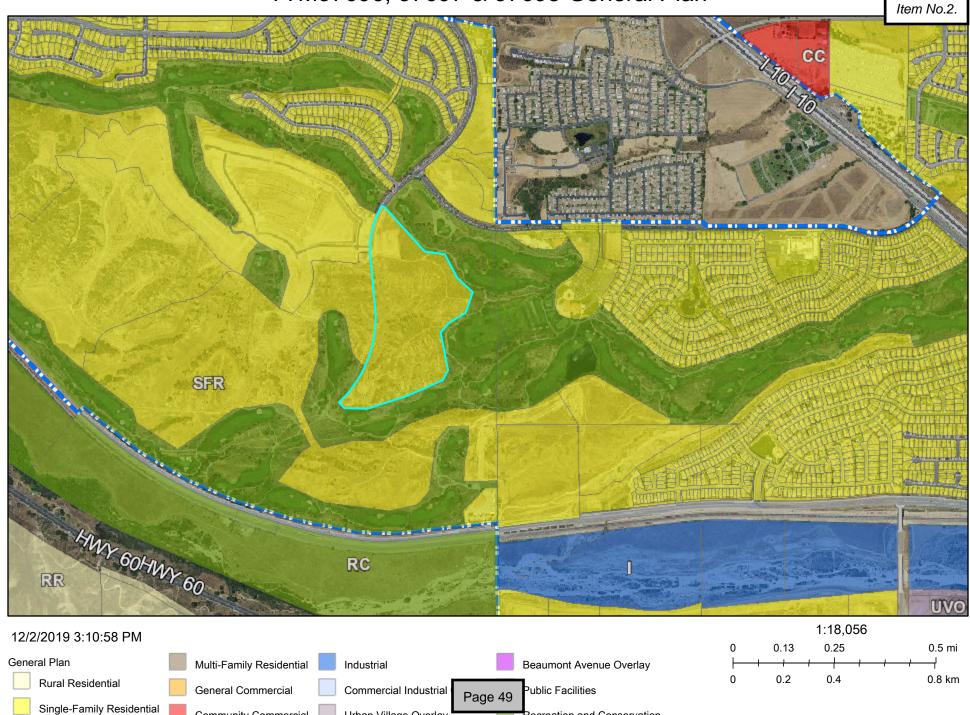
Tentative Tract Map No. 37696 (TM2019-0005) Conditions of Approval Page 29

End of Conditions



Plotted: Jan 03, 2020 – 4:48pm By: mikehann@WG: N:\06.002.000\Drawings\PA-25\Final Engineering\TTM\PA 25_TTM 37696_37698.dwg

TTM37696, 37697 & 37698 General Plan

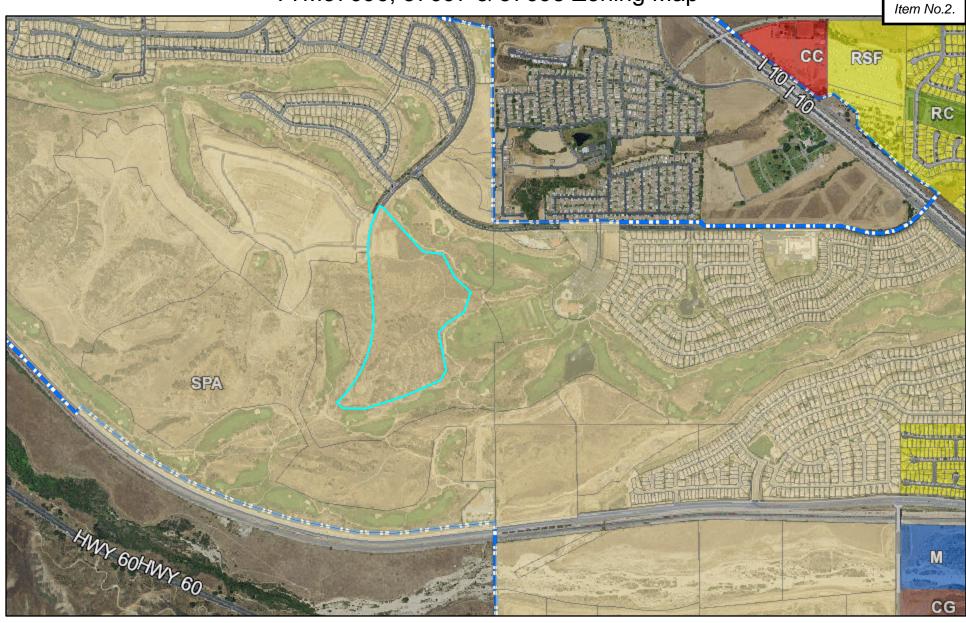


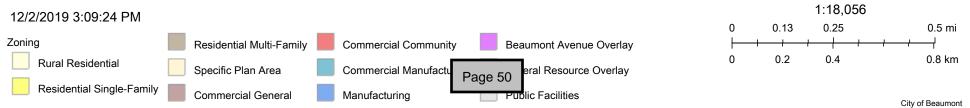
Recreation and Conservation

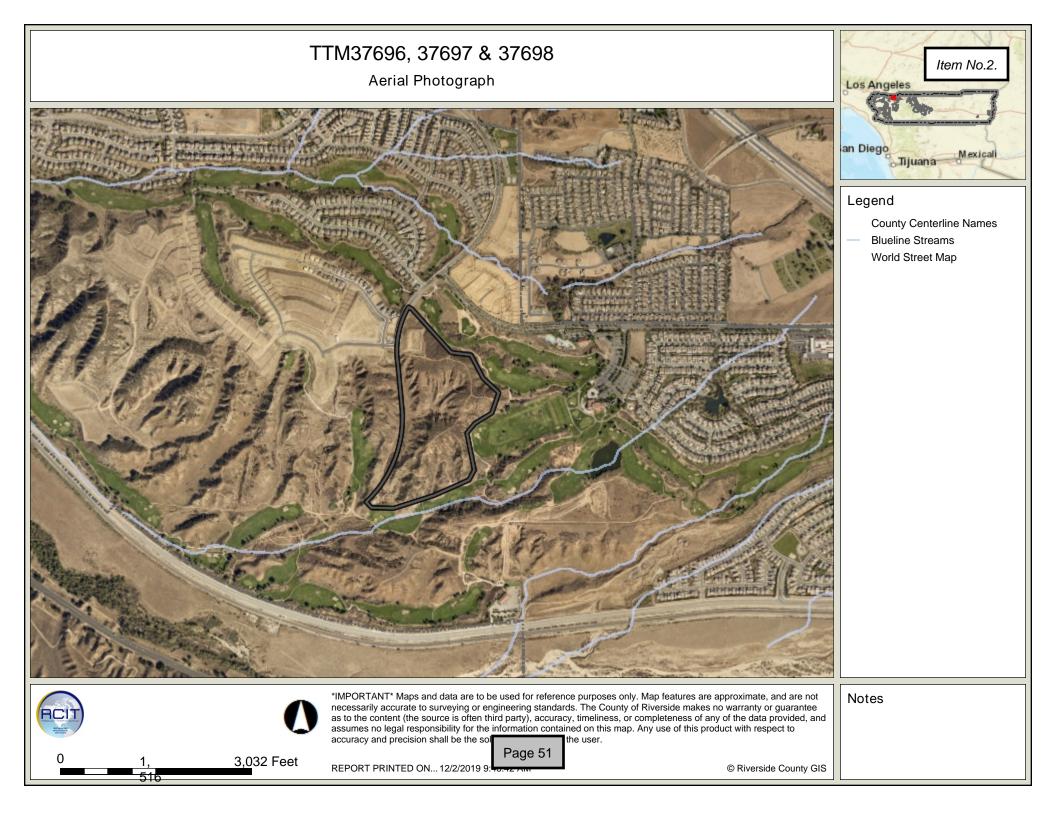
Community Commercial

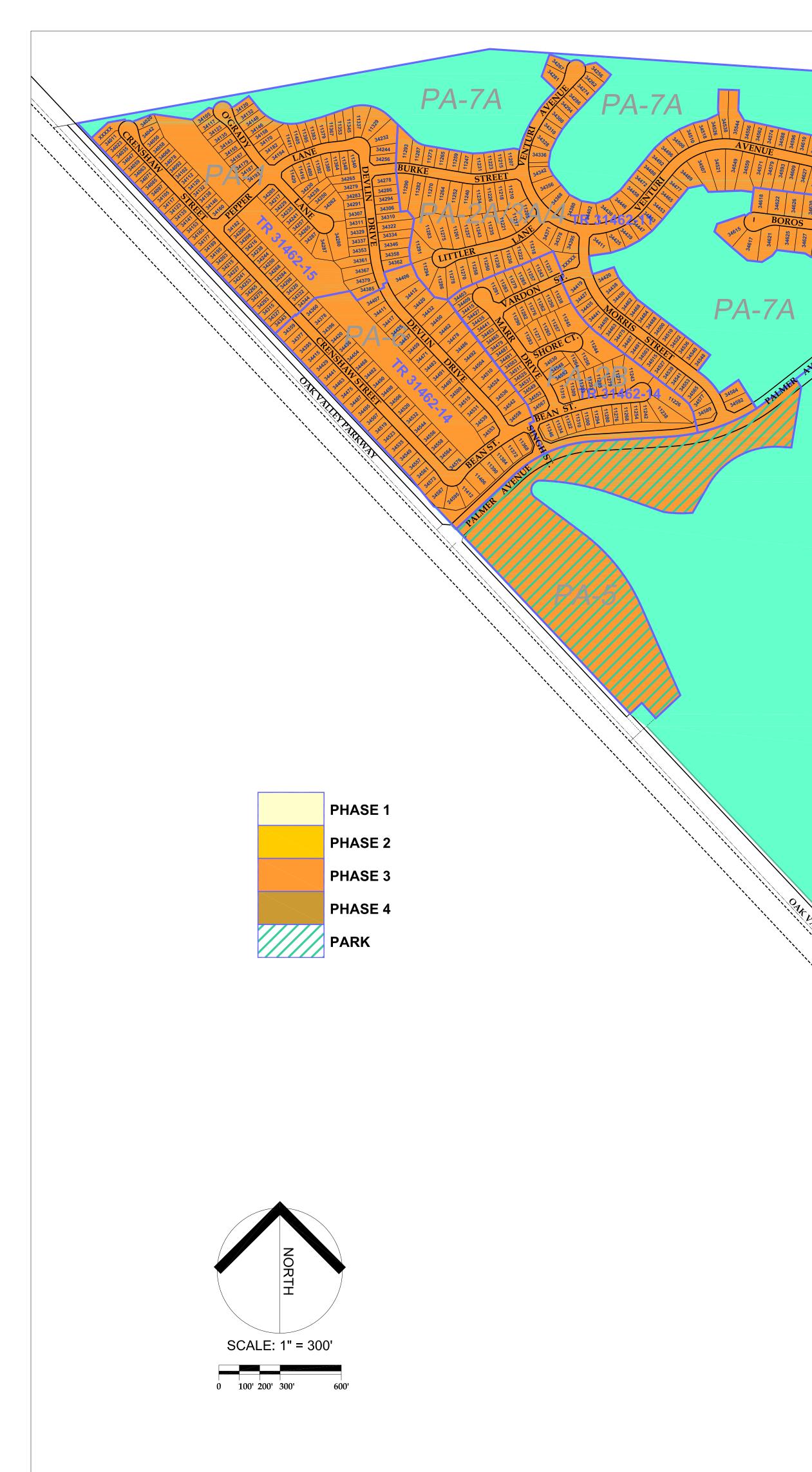
Urban Village Overlay

TTM37696, 37697 & 37698 Zoning Map









Fairway Canyon City of Beaumont



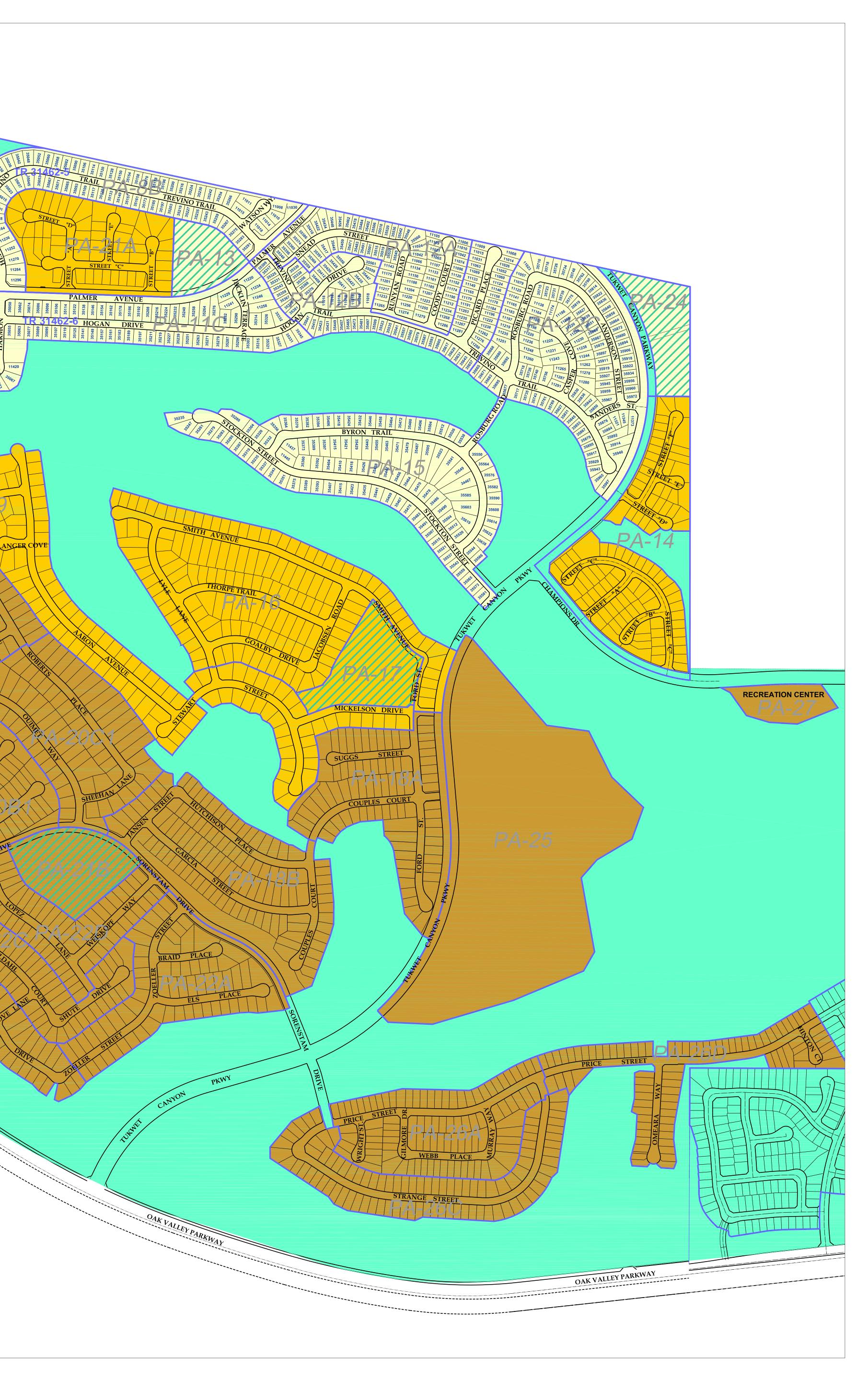
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<u>Sales Representative</u> Nick Eller	<u>Customer Account</u> 5209298		<u>Payor Account</u> 5209298		<u>Ordered By</u> Carole Kendrick	
<u>Order Taker</u> Nick Eller	<u>Customer Address</u> 550 E SIXTH ST BEAUMONT, CA 92223		<u>Payor Address</u> 550 E SIXTH ST BEAUMONT, CA 92223		<u>Customer Fax</u>	
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BEAUMONT Celifevuia LEGAL ADVERTISEMENT NOTICE IS HEREBY GIVEN , that the City of duct public hearings to consider the matter du Planning Commission's public hearing will be Tuesday, December 10, 2019 at 550 East Sixth Str fornia.	f Beaumont will con- escribed below. The held at 6:00 p.m. on eet, Beaumont, Cali-					
Tentative Tract Map 37696 (TM2019-0005), Co ing and consideration of a request to subdivide 1: gle family residential lots ranging in size from 4 feet, and nine (9) lettered lots located with Pla Oak Valley & SCPGA Golf Course Specific Plan The proposed application is consistent with the F Impact Report (FEIR) that was adopted for the Oak Valley & SCPGA Golf Course Specific Pla APN: Portion of 413-790-020	onduct a public hear- 3.02 acres into 62 sin- 4,950 to 17,172 square nning Area 25 of the 1 (Fairway Canyon). Final Environmental e underlying project an (SP318/ EIR418).					
The applicants for this project are SDC Fairway						
The case files, plans, and all supporting docume ect can be reviewed at the Beaumont Civic Ce Street, Beaumont, California. On public hearin may present testimony to the Planning Commiss either in person or by mail. Written comments v the night of the hearing.	ngs items the public sion and City Council					
Carole Kendrick Senior Planner	11/29					
<u>Product</u> PE Riverside:South	<u>Requested Placement</u> PublicNotice Banning	<u>Requested Position</u> City Notices Ban - 1076~	<u>Run Dates</u> 11/29/19		# Inserts	



Staff Report

TO: Mayor, and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE February 4, 2020

SUBJECT: Tentative Tract Map No. 37698 (TM2019-0006) for a Request to Subdivide 22.09 Acres into 126 Single Family Residential Lots with a Minimum Lot Size of 3,800 Square Feet and 16 Lettered Lots Located Within Planning Area 25 of the Oak Valley Specific Plan (Fairway Canyon) on the East Side of Tukwet Canyon Parkway, North of San Timoteo Canyon Road and South of Champions Drive

Background and Analysis:

The applicant is requesting approval of a Tentative Tract Map No. 37698 (TM2019-0006) for the subdivision of 22.09 acres into 126 single family residential lots with a 3,800 square minimum lot size and 16 lettered lots. The project site is in the southern portion Planning Area 25 of the Oak Valley Specific Plan commonly referred to as Fairway Canyon. Planning Area 25 is located north of San Timoteo Canyon Road, south of Champions Road and east of the extension of Tukwet Canyon Parkway.

The Oak Valley SCPGA Specific Plan #318 encompassing 1,747.9 acres allowing 4,355 dwelling units was adopted by the County of Riverside on August 14, 2001. The property was annexed into the City of Beaumont on April 9, 2003, by the Local Agency Formation Commission (LAFCO) by LAFCO 2002-43-5. The Oak Valley SCPGA Specific includes the developments of Fairway Canyon and Tournament Hills. The subject property is located within the Fairway Canyon portion of the specific plan.

Fairway Canyon has constructed Phase 1 and 2 of the development and is nearing completion of Phase 3. The subject property is located within Phase 4 of the development and more specifically in Planning Area 25, as shown in Exhibit F.

The project was advertised and noticed for a public hearing with the Planning Commission on December 10, 2019, however the applicant and staff determined that a continuance was necessary in order to allow the parties to meet and discuss modifications to draft conditions of approval. The project team met with City staff on

December 18, 2019, which included representatives from the City Manager's office, Public Works Department, Planning Department and Fire Department and resulted in modifications to the draft conditions of approval. The modifications included updates to the ownership name, clarification on satisfied conditions, timing of fees and infrastructure requirements.

On January 14, 2020, the Planning Commission conducted the continued public hearing for the proposed subdivision. No members of the public spoke regarding the project and the Planning Commission unanimously voted to forward a recommendation of approval to the City Council.

Approval Authority:

The Beaumont Municipal Code, Section 16.04.020 designates the Planning Commission as the "advisory agency" charged with reviewing and making recommendations on all proposed parcel map land divisions and tentative subdivision maps in the City. Section 16.24.050.A authorizes the Planning Commission to conditionally approval or disapprove all tentative parcel maps and tentative subdivision maps and land divisions and submit to the City Council for final approval.

When a tentative map is required under the Subdivision Map Act (66463.5(a)), an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. The Subdivision Map Act does allow for up to four (4) years of extensions subject to approval by the original approving body, however the proposed subdivision is subject to the development agreement (City of Beaumont Resolution No. 1987-34) dated November 18, 2003, which has a term of 25 years (item 7 of the development agreement) and tentative tract maps shall be granted an extension of time for the term of the development agreement (item 33 of the development agreement). Therefore, the expiration date for the proposed subdivision is November 18, 2028.

The project setting can also be seen in the following materials attached to this staff report.

Item No.3.



- General plan land use map (Attachment C),
- Zoning map (Attachment D), and
- Aerial photograph (Attachment E).

The 22.09-acre site is currently vacant. The property is located in an area which contains single family residences to the west, vacant land to the south and the Morongo Golf Club at Tukwet Canyon to the north and east of the subject property. The land uses, zoning, and general plan land use designations of the project site and surrounding areas are shown in the following table.

	LAND USE	GENERAL PLAN	ZONING	
PROJECT SITE	Vacant Land	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)	
NORTH	Golf Course	Recreation Conservation (RC)	Oak Valley Specific Plan (SPA)	
SOUTH	Vacant Land	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)	
EAST	Golf Course	Recreation Conservation (RC)	Oak Valley Specific Plan (SPA)	
WEST	Single Family Residential	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)	

Analysis:

The proposed subdivision contains lots that range in size from 3,800 square feet to 13,367 square feet. The density for this subdivision is 5.7 dwelling units per acre. The lettered lots include the interior streets (Lots A through G). Lot H is a 39,902 square foot water quality basin located on the northeast corner of the extension of Tukwet Canyon Parkway and Street "A". Lot J is a 12,907 square foot basin located adjacent to Tukwet Canyon Parkway and is north of Lot 89 and south of Lot 81. Lots I, K, L, N, O and P are open space lots that include slope areas located along the extension of Tukwet Canyon Parkway and along several rear yards of the proposed subdivision. A 7,512 square park is proposed on Lot M on the corner where Street "A" and Street "B" intersect, in the southeast portion of the proposed subdivision. Streets A through G are proposed to be dedicated to the City and Lots H through P will be dedicated to the homeowner's association for future maintenance.

Primary access to the subdivision is proposed as an extension of Tukwet Canyon Road. The proposed lots will front onto internal streets within the subdivision.

The subject property drains from the northeast to the southwest and will discharge into the Lot "J" basin and Lot "H" water quality basin located along the east side of Tukwet Canyon Road.

The subject property is zoned Specific Plan (SPA). The proposed subdivision would be subject to various development standards in terms of lot width and depth as defined in the Oak Valley SCPGA Specific Plan. Staff has reviewed the proposed subdivision and determined that it complies with the minimum development standards of the Planning Area 25 of the Oak Valley SCPGA Specific Plan Section III.B.28. The table below summarizes the required development standards.

DEVELOPMENT STANDARDS	REQUIRED	PROPOSED MINUMUM	PROPOSED AVERAGE
Minimum Net Lot Area	3,800 sq. ft.	3,800 sq. ft.	5,030 sq. ft.
Maximum Density	12.0 du/ac	5.7 du/ac	5.7 du/ac
Minimum Lot Width (Average)	40 ft.	46 ft.	51 ft.
Minimum Lot Depth (Average)	100 ft.	80 ft.	101 ft.

Residential Design & Landscaping Standards:

If approved, the applicant will be required to submit a minor plot plan application for review of architecture for all buildings with enhancements (shutters, flower boxes, stone veneer, etc.) and provide for trim around all openings. With regard to project landscaping under this proposal, the applicant will be required to adhere to standards set forth under the Guide to California Friendly Landscaping, as well as the City's landscaping ordinance that requires water efficient landscaping. Separate landscaping plans will be required as part of the conditions of approval by the applicant for staff review of all front-yard, slopes in excess of three feet, and open-space areas.

Public Notice and Communications:

Property owners located within a 300-foot radius of the project site were notified of the Planning Commission public hearing on November 29, 2019, with a 10-day hearing notice in addition to a public notice in the Press Enterprise newspaper (see Attachment G). The Planning Department has not received any letters of comment from the public as of the writing of this report.

CEQA Review:

From the standpoint of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2001 for the Oak Valley SCPGA Specific Plan (Specific Plan No. 318) (SCH# 2000051126), with the latest addendum of the EIR approved by City Council in 2014 (13-EIR-03), assessing the environmental impacts of the overall project and subsequent implementation steps, including subdivision of the site. The EIR and the findings made by the City Council remain pertinent and adequate for use for current application. Execution of this subdivision will require adherence to the mitigation monitoring program established for the project.

Incorporated herein by Reference:

- City of Beaumont General Plan,
- City of Beaumont Zoning Ordinance,
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map, and
- Contents of City of Beaumont Planning Department Project File Tentative Tract Map No. 37696 (TM2019-0005), Tentative Tract Map No. 37698 (TM2019-0006), Tentative Tract Map No. 37697 (TM2019-0007), Tentative Parcel Map No. 37366

(PW2019-0387), LAFCO 2002-43-5, 02-ANX-02, Development Agreement dated November 18, 2003, Oak Valley SCPGA Specific Plan 318 and Environmental Impact Report 418.

Recommended Action:

Approve Tentative Tract Map No. 37698 (TM2019-0006) subject to the Development Agreement and the attached conditions of approval.

Attachments:

- A. Draft Conditions of Approval
- B. Tentative Tract Map No. 37698
- C. General Plan Land Use Designation Map
- D. Zoning Map
- E. Aerial Photograph
- F. Fairway Canyon Phasing Map
- G. Proof of Publication



CITY OF BEAUMONT PLANNING DEPARTMENT CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP NO. 37698 (TM2019-0006)

APN: PORTION OF 413-790-020

Planning Commission Recommendation: 1.14.20 City Council Approval: DRAFT

TO SUBDIVIDE 22.09 ACRES INTO 126 SINGLE FAMILY

RESIDENTIAL LOTS WITH A MINIMUM LOT SIZE OF 3,800 SQUARE FEET, AND 16 LOTS WITH A PARK SITE, BASINS AND LANDSCAPING LOCATED WITHIN PLANNING AREA 25 OF THE OAK VALLEY SPECIFIC PLAN.

Note: Any conditions revised at a hearing will be noted by strikeout (for deletions) and/or <u>underline</u> (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

STANDARD CONDITIONS

The following conditions of approval are for Tentative Tract Map No. 37698 and consist of all subsequent conditions and all conditions of approval for the Oak Valley Specific Plan (SP No. 318) and the Mitigation Monitoring and Reporting Plan.

- 1. The subdivider shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, and employees from any claim, action, or proceeding against the City of Beaumont, its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning TENTATIVE TRACT MAP NO. 37698 and the Environmental Impact Report certified by the Beaumont City Council in conjunction with the SCGPA Golf Course at Oak Valley Specific Plan, which action is brought within the time period provided for in California Government Code, Section 66499.37. The City of Beaumont will promptly notify the subdivider of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont
- 2. The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.

- 3. This conditionally approved tentative map will expire on November 18, 2028 per 3.3 of the Development Agreement between the City of Beaumont and SDC Fairway Canyon LLC, a Delaware limited liability company. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the final map by the City Council is required.
- 4. If required by the Planning Department, within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Planning Department prior to release of the final conditions of approval.
- 5. Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal.
- 6. The subdivider shall be fully responsible for maintenance and upkeep of any and all slopes, landscaped areas, open space areas, future development areas and irrigation systems until such time as maintenance responsibilities are assumed by other as approved by the Planning Department.
- 7. The properties contained within Tentative Tract Map 37698 are part of the SCPGA Golf Course at Oak Valley Specific Plan Specific Plan, approved originally by the Beaumont City Council on November 5, 2002 and later amended in 2004, 2005, and 2014. The provisions and criteria of the SCPAGA Golf Course at Oak Valley Specific Plan shall control and guide the development of Tentative Tract Map 37698.
- 8. An Environmental Impact Report EIR was prepared and certified for the SCPGA Golf Course at Oak Valley Specific Plan Specific Plan, Addendum(s) were prepared for the subsequent amendment and a series of mitigation measures were adopted by the City Council to mitigate the potential impacts of the project. All of the mitigation measures set forth in the subject environmental document are herewith established as conditions of approval for Tentative Tract No. 37698.
- 9. Execution of the project will necessitate the conducting of mitigation monitoring by the City to ensure that all the mitigation measures set forth in the Environmental Impact Report and Addendum are systematically implemented. The subdivider shall fund the mitigation monitoring requirements by paying an amount equal to the City's actual contracting cost for such services, plus a 20 percent administrative charge.

- 10. Tentative Tract No. 37698 has been found to be substantially in conformance with the Oak Valley PGA Specific Plan.
- 11. The approval of this map shall not result in any vesting provisions relative to City of Beaumont fees and exactions. The provisions of the Development Agreement shall prevail in all cases.

BUILDING DEPARTMENT CONDITIONS

12. It shall be unlawful for any person to engage in or permit the generation of noise related to landscape maintenance, construction including erection, excavation, demolition, alteration or repair of any structure or improvement, at such sound levels, as measured at the property line of the nearest adjacent occupied property, as to be in excess of the sound levels permitted under Chapter 9 of the Municipal Code, at other times than between the hours of 7:00 a.m. and 6:00 p.m. The person engaged in such activity is hereby permitted to exceed sound levels otherwise set forth in this Chapter for the duration of the activity during the above described hours for purposes of construction. However, nothing contained herein shall permit any person to cause sound levels to at any time exceed 55 dB(A) for intervals of more than 15 minutes per hour as measured in the interior of the nearest occupied residence or school.

FIRE DEPARTMENT CONDITIONS

- 13. Underground fire line plans shall be submitted to the fire department, for review and approval for fire hydrant spacing and type prior to signing Mylar's.
- 14. Provide a title block on the set of Mylar's saying, 'Riverside County Fire Department'.
- 15. All residential homes shall have fire sprinklers. Plans shall be submitted to the fire department for review and approval prior to installation.
- 16. More than one road is required if it is determined that access by a single road may be insufficient due to terrain, location, travel distance, potential fire or life safety hazards, or other factors that could limit access or if vehicle congestion, or weather conditions could impair access points. CFC 2013.
- 17. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident.

- 18. Industry standards: A minimum of two vehicle access points is required for any development containing 150 or more residential units.
- 19. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations." RVC Ord-787.7
- 20. The fire code official has reviewed the revisions for this project, and shall require additional access points, and to provide main street artery's for emergency vehicle ingress and egress. This will help support an evacuation during an emergency operation and would be required to help emergency vehicle faster response times.
- 21. Due to the number of residential homes that are being built within the project, a fire station is needed in this area. The payment of the fire station impact fee shall meet the requirements of this condition. Community Facilities District No. 93-1 dated November 2, 2004 includes Exhibit E Fee Credit Table that indicates that Fire Station Critical and Joint Facilities fees were paid for 3,387.28 dwelling units at a rate of \$181.00 per dwelling unit for a total of \$613,097.68, therefore the condition has been satisfied.

STANDARD CONDITIONS:

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with City of Beaumont/Riverside County Ordinances and/or recognize fire protection standards:

- 22. FIRE FINAL and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code, California Fire Code, and other related codes which are in force at the time of building plan submittal.
- 23. FIRE FLOW REQUIREMENTS The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B, Table B105.1. The applicant/developer shall provide documentation to show that a water system exists and is capable of delivering 1,000 GPM for 2 hour(s) for duration at 20-PSI residual operating pressure must be available before any combustible material is placed on the job site. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. California Fire Code 2010.

- 24. SUPER FIRE HYDRANTS Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and off-site super fire hydrants (6" x 4" x 2 2 1/2") shall be located not less than 25 feet or more than 200 feet from any portion of the building as measured along approved emergency vehicular travel ways, and spaced no more than the required spacing per Appendix C, table C105.1 in feet apart in any direction. The fire flow shall be available from any adjacent fire hydrant(s) in the system. CFC Chapter 5, section 503.1.1 and Appendix B table B105.1.
- 25. ALL WEATHER ACCESS ROAD Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved fire department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. Road shall be provided prior to construction, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. CFC Chapter 5, section 503.2.3.
- 26. 24 FOOT WIDTH, 15 FOOT VERTICAL Prior to construction and issuance of building permits, fire apparatus access roads shall have an unobstructed width of not less than 24 feet or as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than 15 feet. CFC Chapter 5, section 503.2.1 & RVC Fire Ordinance 787.6.
- 27. 15 % GRADE Prior to construction, all roads, driveways and private roads shall not exceed 15 percent grade. Add: Grade transitions shall not exceed Riverside County Fire Department apparatus maximum approach and departure angles as determined by the Fire Chief. RVC Fire Ordinance # 787.6 CFC Chapter 5, section 503.2.7.
- 28. PHASING If construction is phased, each phase shall provide an approved emergency vehicular access for fire protection prior to any building construction. CFC Chapter 5, section 501.4.
- 29. DEAD ENDS Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. CFC Chapter 5, section 503.2.5.
- U/G WATER PLANS Prior to issuance of permits, the applicant/developer shall furnish
 (3) copies of the water system plans to the Fire Prevention Bureau for review. Plans shall be in accordance with Appendix B and Appendix C and section 508.1 of the CFC 2010:
 - Signed by a registered civil engineer or certified fire protection engineer.
 - Contain a Fire Prevention Bureau approval signature block.

- Conform to hydrant type, location, spacing of new and existing hydrants, and a minimum fire flow required as determined by the Fire Prevention Bureau.
- The post indicator valve and fire department connection shall be located to the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access, and within 200 feet of an approved fire hydrant, and within 50 of an approved roadway or driveway or otherwise approved by the Fire Chief.
- Guard posts or other approved means may be required to protect fire department inlet connections from vehicular damage. RVC Fire Ordinance 787.6 section 912.2.1.
- After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants shall be installed, and made serviceable prior to and during the time of construction, and accepted by the City of Beaumont Fire Prevention Bureau. CFC Chapter 5, 508, and the National Fire Protection Association 24 sec 1-4.1.
- Existing fire hydrants on public streets are allowed to be available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. CFC, Appendix A, & B and NFPA 24 section1-4.1.
- 31. BLUE DOT REFLECTOR Prior to issuance of Certificate of Occupancy or building final, "Blue Reflective Markers" shall be installed on private streets, public streets, and driveways to identify fire hydrant locations in accordance with City & RVC Fire Ordinance 787.6 specifications.
- 32. RESIDENTIAL NUMBERS Prior to issuance of Certificate of Occupancy or building final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numerals shall be not less than four (4) inches in height. CFC Chapter 5, section 505.1.
- 33. ROOFING Prior to Certificate of Occupancy or building final, all structures shall have fire retardant roofing materials (Class A & B roofs) as described in section 1504 of the CBC.
- 34. PAVED ACCESS- Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards.
- 35. ANGLE APPROACH The angle of approach and departure for any means of Fire Department access shall not exceed 1-foot drop in 20 feet, and the design limitations of

the fire apparatus of the fire department shall be subject to approval by the AHJ. CFC Chapter 5, section 503.2.7.

- 36. FIRE SPRINKLERS Prior to issuance of Certificate of Occupancy or building final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans (3) sets shall be submitted to the Fire Prevention Bureau for approval prior to installation. No person shall remove or modify any fire protection system installed or maintained under the provisions of the California Fire Code without the approval by the Fire Chief. A Licensed C-16 contractor shall do all the work and/or certification. CFC Chapter 9, section 901.3.1, 903.1 & CBC Chapter 9, section 903.1.1.
- 37. SAFETY PRECAUTIONS Approval of the safety precautions for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals for specific operations or processes associated with such construction, alteration or demolition. Structure, facilities and conditions which in the opinion of the fire code official, constitute a distinct hazard to life or property. The fire code official is authorized to order the posting of signs in a conspicuous location in each structure. The posting of signs shall not be obscured, removed, defaced, mutilated, or destroyed.
- 38. FIRE DEPARTMENT INSPECTION APPROVAL Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved.
- 39. AUTHORITY TO INSPECT The Fire Prevention Bureau shall maintain the authority to inspect as often as necessary for buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety.
- 40. ALTERATIONS Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation.
- 41. MEDIAN CROSSOVERS Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Chief and the Public Works Director. Prior to the construction, design plans will be submitted for review and approval by the Public Works Director.

- 42. GATES All exterior security/emergency access gates shall be electronically operated and be provided with a Knox key switch for access by emergency personnel, that includes the Police Department's "E" key. Contact Beaumont Police Department at 951-769-8500 for any questions. Gate entrances shall be at least two feet wider than the width of the traffic lane (s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, a 40-foot turning radius will be required. CFC Chapter 5, section 503.6.
- 43. KNOX SWITCH Gate (s) shall be opened by a Fire Department Knox Switch, and all gates shall be a minimum of 24 feet in width. Automatic gates shall be equipped with emergency backup power.
- 44. MULTI-FAMILY RESIDENCE Prior to issuance of Certificate of Occupancy or building final, all multi-family residences shall display the address in a visible location on the street side of the building and shall be clearly distinguishable from the fire apparatus access road. The building numerals shall be a minimum of twelve (12) inches in height and individual dwelling units shall be not less than four (4) inches in height and shall contrast with their background. The address shall be illuminated as approved by the Fire Department. CFC Chapter 5, section 505.1 & RVC Ordinance 787.7.
- 45. SINGLE FAMILY DWELLINGS Approved fire prevention standard fire hydrants (6" x 4" x 2-2 1/2") shall be located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, with no portion of any lot frontage more than 250 feet from a fire hydrant. Minimum fire flow shall be 1,000 GPM for 2 hours at 20 PSI. Fire flow and flow duration for dwellings in excess of 3,600 square feet shall not be less than that specified in Appendix B, Table B 105.1, RVC 787.7 & CFC Chapter 5, and Appendix C, Table C 105.1.
- 46. ACCESS/ROAD LENGTH No cul-de-sac or dead-end road length shall exceed one thousand three hundred-twenty (1,320) feet in length. In any hazard fire area of Riverside County, no dead-end or cul-de-sac road shall exceed six hundred-sixty (660) feet in length. The Fire Chief based on city street standards shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. Riverside County Ordinance 787.7, CFC Chapter 5, section 503.2.5.
- 47. BUILDING OPENINGS Access to building openings and roofs shall be maintained readily accessible for emergency access by the fire department. Finished grade to be flat and accessible on all sides of the building were ground ladder access is the only means to

reach the highest point on the building from the exterior. Obstructions will not be placed as to interfere with ground ladder placement. CFC Chapter 5, section 504.1 & RVC Ordinance 787.7.

AGENCY CONDITIONS

- 48. The subdivider shall comply with the requirements set forth in the City Public Works Department conditions.
- 49. The subdivider shall comply with the requirements of the Beaumont Police Department.
- 50. The subdivider shall comply with the requirements of the Beaumont Fire Department.
- 51. The subdivider shall comply with the requirements of the Beaumont-Cherry Valley Water District.
- 52. The subdivider shall comply with the requirements of the Southern California Gas Company.
- 53. The subdivider shall comply with the requirements as set forth by the Beaumont Unified School District.

RECORDATION CONDITIONS

Prior to the <u>RECORDATION</u> of any final map, all the following conditions shall be satisfied:

54. The subdivider shall submit written clearances to the Public Works Department that all pertinent requirements from the following agencies have been met:

City Fire Department City Police Department City Planning Department Beaumont Cherry Valley Water District Beaumont Unified School District

55. All public street road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Department. Street names shall be subject to the approval of the Building Official. The final street sections, configurations and improvements shall be subject to the approval of the Public Works Department.

- 56. All delinquent property taxes, special taxes and assessments shall be paid to the Riverside County Tax Collectors Office.
- 57. Lots created by this subdivision shall comply with the following:
 - a. Lots created by this subdivision shall be in conformance with the development standards of the Oak Valley PGA Specific Plan.
 - b. All sewer, storm drain and other public utility crossings in side and rear yards to be located in fee title lots and not easements.
- 58. No lots fronting on knuckles, or cul-de-sacs shall have less than twenty-five (25) feet of frontage measured at the property line, with the exception of flag lots as approved by the Planning Department.
- 59. This subdivision may be recorded in phases subject to the following:
 - a. Phasing, including phase boundaries and sequencing, shall be subject to Planning Department approval.
 - b. Common open space area improvement phasing shall be required subject to Planning Department approval.
- 60. Consistent with City standards and the Beaumont General Plan, the subdivider is obligated to provide fully improved park space at a ratio of 5 acres per 1,000 population. Said conditions of approval require of park improvements and/or fees, and these requirements shall be applicable as set forth in the conditions of approval for the Oak Valley PGA Specific Plan.
- 61. The maintenance and management of common open space areas and common facilities shall be conducted as set forth herein and approved by the Planning Department. All provisions of said condition shall be satisfied prior to map recordation.
- 62. The subdivider shall be responsible for the provision of a fair share of the necessary roadway, water, sewer and drainage facilities for the orderly implementation of the Oak Valley PGA Specific Plan and the existing master plans for these facilities. Prior to recordation, the subdivider shall work with the City and the Public Works Department to establish the necessary financing and implementation measures to ensure the provision of a fair share of such necessary facilities or provide documentation that this has been

satisfied per the Development Agreement dated November 18, 2003 (Resolution No. 1987-34) between the City of Beaumont and LB/L—Suncal Oak Valley LLC which is was assumed by SDC Fairway Canyon, LLC, a Delaware limited liability company on June 1, 2012 via Document# 2012-0253906 and Community Facilities District (CFD) 93-1 dated November 2, 2004.

63. Prior to recordation of the final map, the applicant shall remove the minimum setback notes from the map.

GRADING CONDITIONS

- 64. Detailed landscaping and irrigation plans shall be submitted to and approved by the Planning Department for the phase of development in process. The plans shall address all areas and aspects of the tract requiring landscaping and irrigation to be installed including, but not limited to, parkway planting, recreation trails, street trees, slope planting, common area and/or park landscaping. The plans shall be certified by a landscape architect, and shall provide for the following:
 - a. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems shall be specified.
 - b. Landscape screening where required shall be designed to be opaque up to a minimum height of six (6) feet at maturity.
 - c. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground wherever feasible.
 - d. Landscaping plans shall incorporate the use of specimen accent trees (24" box minimum) at key visual focal points within the project.
 - e. Landscaping plans shall incorporate native, low water using and drought tolerant plants where appropriate. All Landscaping shall be in compliance with Beaumont Municipal Code Chapter 17.06.
 - f. All specimen trees on the subject property shall be shown on grading plans. Trees intended for retention and/or removal shall be so noted on the project grading plans. Replacement trees for those to be removed shall also be shown on the project grading plans.

- g. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.
- h. trees proposed within 10 feet of any Right-of-Way shall provide for a 36" deep root barrier.
- 65. Three (3) sets of detailed landscaping and irrigation plans shall be submitted pursuant to the Conditions of Approval with the applicable processing fee.
- 66. Driveways shall be designed so as not to exceed a fifteen (15) percent grade.
- 67. A qualified paleontologist shall be retained by the subdivider for consultation and comment on the proposed grading with respect to potential paleontological impacts. Should the paleontologist find the potential is high for impact to significant resources, a pre-grade meeting between the paleontologist, the City Public Works Department and the grading contractor shall be arranged. When necessary, the paleontologist or representative shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of fossils. The paleontologist shall submit in writing to the Planning Department the results of the initial consultation and details of the fossil recovery plan if recovery was deemed necessary.

BUILDING CONDITIONS

Prior to the issuance of <u>BUILDING PERMITS</u>, all the following conditions shall be satisfied:

68. The subdivider shall submit written clearances to the Planning Department that all pertinent requirements from the following agencies have been met:

City Public Works Department Beaumont Unified School District Beaumont-Cherry Valley Water District Beaumont Fire Protection Department Beaumont Planning Department

69. Prior to the merchant builder submittal of architectural building plans and wall and fence plans to the Planning Department, an acoustical study shall be performed by an acoustical engineer to establish appropriate mitigation measures that shall be applied to individual dwelling units within the subdivision to reduce ambient interior noise levels to 45 Ldn. The study shall be submitted to the Planning Department for review with review fee as set in the Fee Schedule or at actual hourly cost and the approved recommendations shall be incorporated into the architectural building plans and wall and fence plans.



- 70. A detailed wall and fencing plan shall be submitted to and approved by the Planning Department & Public Works Department and shall show all project walls and fencing including but not limited to perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical elevation of all walls and fences shall be shown on the wall and fencing plan. Decorative block walls shall be constructed along all side or other yards adjacent to streets, or which are plainly visible, and in locations as may be required by the Planning Department.
- 71. Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with Planning Department approval.
- 72. Building separation between all buildings shall not be less than as set forth in the California Building Code.
- 73. All street side yard setbacks shall be a minimum of ten (10) feet.
- 74. All front yards shall be provided with landscaping and automatic irrigation systems and adhere to Municipal Code Chapter 17.06 Landscaping Standards, as approved by the Planning Department. Additionally, all front yard landscaping shall be installed with drought tolerant landscaping.
- 75. No wood fencing is permitted in this development. All fencing materials shall be masonry, vinyl or tubular steel, as approved by the Planning Department.
- 76. All utility connections and easements shall be placed underground and shall not encroach into the driveway area unless otherwise approved by the Public Works Department.
- 77. A minor plot plan for all residential buildings, garages and accessory buildings for residential products shall be submitted to the Planning Department accompanied by applicable filing fees for a minor plot plan not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the City of Beaumont. The minor plot plan shall be subject to the approval of Planning Department and shall contain the following elements:
 - a. A final site plan (1"=30' minimum scale precise grading plan) showing all lots, building footprints, setbacks, walls, fencing, the floor plan and elevations of individual lots.
 - b. One (1) color and materials sample board containing precise color texture and material swatches or photographs (which may be from supplier's brochures). Indicate on the

sample board the name, address and phone number of the preparer and the project applicant, the tract number, and the manufacturer and product numbers when feasible (trade names also acceptable).

- c. One (1) set of architectural elevations colored to represent the selected color combinations, with symbols keyed to the color and materials sample board. Brief written color and material descriptions shall be located on the colored elevations. No landscaping or other enhancements shall be shown on the elevations. All residential structures shall be provided with "four-sided" architectural features. With respect to residential structures, this may take the form of edge trim on all exterior doors or windows, or other methods as approved by the Planning Department. Enhanced or upgraded rear and side facing architectural features shall be included for dwelling units adjacent to and visible from parks, walkways, and public roadways.
- d. Detailed wall and fencing plan for the subdivision, including colors, materials and location details.
- e. Five (5) sets of photographic or color laser prints (8 X 10 in.) of the sample board and colored elevations shall be submitted for permanent filing.
- 78. All residential units shall be served by a minimum of two access points at all times, for proper circulation and emergency vehicle ingress and egress, as approved by the Fire Department.
- 79. Street Improvement Plans shall be prepared to the satisfaction of the Public Works Department. Additionally, Street Lighting plans in accordance with the City of Beaumont Outdoor Lighting ordinance shall be submitted in conjunction with the Street Improvement Plans. Street Lights shall be reviewed and approved by the Planning and Building Department with appropriate fees paid. All Mailbox clusters shall have appropriate lighting as approved by the City.
- 80. No side-entry garages shall be proposed for this subdivision.

FINAL INSPECTION/OCCUPANCY CONDITIONS

Prior to the <u>FINAL BUILDING INSPECTION</u> or issuance of <u>OCCUPANCY PERMITS</u>, whichever occurs first, all the following conditions shall be satisfied:

81. Decorative block and sound walls shall be constructed subject to the approval of the Public Works Department and Planning Department. A graffiti resistant coating or landscaping shall be provided on all block walls.

- 82. Wall and fence locations shall conform to the approved wall fencing plan and approved landscape and irrigation plans.
- 83. All landscaping and irrigation shall be installed in accordance with approved plans. If the seasonal conditions do not permit planting, interim landscaping, and erosion control measures shall be utilized as approved by the Planning Department and the Public Works Department.
- 84. A licensed landscape architect shall provide a Compliance Letter to the Planning Department and the Public Works Department stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans, Municipal Code and conditions of approval. The Compliance Letter shall be submitted at least three (3) working days prior to any final building inspection or issuance of any occupancy permits, whichever occurs first.
- 85. All landscaping and irrigation shall be installed in accordance with approved plans and shall be verified by a City field inspection and applicable fees paid at the direction of the Planning Department.
- 86. All driveways shall be concrete paved.
- 87. Access roads, street improvements, all agency requirements, parking areas and security lighting shall be constructed in accordance with approved improvement plans and specifications.
- 88. Clearance shall be obtained from the Beaumont Fire Department, and all fire protection improvements shall be in place as approved by the Fire Chief.

PUBLIC WORKS CONDITIONS

GENERAL

The following is a non-inclusive list of items that may be required by the Public Works Department:

- A. Plans:
 - Recorded Parcel Map 37366
 - Final Map

Item No.3.

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- Street Improvement Plan
- Street Light Plan
- Landscape Plan offsite
- Rough Grading Plan
- Precise Grading Plan
- Erosion Control Plan
- Retaining wall Plan (for line and grade only)
- Sewer Improvement Plan
- Sewer Lift Station and Forced Main Plan
- BCVWD Water Improvement Plan
- Storm drain Improvement Plans
- Traffic Control Plan
- B. Reports & Studies:
 - Traffic Impact Analysis (TIA)- TIA used for EIR is acceptable
 - Soils Investigation Report
 - Pad Certification
 - Stormwater Pollution Prevention Plan (SWPPP)
 - Hydrology and Hydraulics Report
 - Preliminary Water Quality Management Plan (P-WQMP)- (P-WQMP submitted and approved)
 - Final Water Quality Management Plan (F-WQMP)
 - Offsite Improvement Engineer's Cost Estimate (ECE)
- C. Permits and agreements:
 - CWA Section 401 Certification to Protect Wetlands (401 Certification)
 - CWA Section 404 Permit (404 Permit)
 - Fish and Game Code section 1602 (Streambed Alteration Agreement
 - Permission to Grade and Construction agreements
 - WQMP Covenant and Agreement
 - City Grading Permit
 - City Dirt Haul Permit
 - City Encroachment Permit
 - County Encroachment Permit

Item No.3.

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- Subdivision Improvement Agreement
- Performance Bond
- Labor & Material Bond
- Survey Monument Bond
- Maintenance Bond
- Homeowners Association Covenants, Conditions and Restrictions (CC&Rs)
- 89. The design of public infrastructure elements shall conform to the requirements of the City's General Plan, Water Quality Management Plan, Master Plans, City of Beaumont Standards, Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification, Caltrans Standard Specifications and the Standard Specifications for Public Works Construction, current edition.
- 90. The design of private site improvements and grading work outside of road right of way shall conform to the latest edition of California Building Code (CBC) and the City of Beaumont standards and practices.
- 91. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist or Registered Professional Surveyor in the State of California, and submitted to the Public Works Department for review and approval.
- 92. Applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
- 93. The Applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan and improvement plans, where applicable.
- 94. The Applicant shall obtain an Encroachment Permit, as required from the appropriate agency, for all work within the public right-of-way.
- 95. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
- 96. Projects with multiple phases shall submit a plan clearly showing the public improvements to be constructed with each phase of the project. Public improvements identified shall be constructed to the satisfaction of the Public Works Director prior to issuance of the 1st certificate of occupancy (COO) for that phase.

- 97. The Applicant shall submit a copy of Covenants, Conditions and Restrictions (CC&Rs) to the city for conformance review. The CC&Rs shall be enforceable by the Homeowners Association (HOA), shall not be amended without City approval, shall require maintenance of all property in a good condition, and be in accordance with all City Ordinances.
- 98. The HOA shall be responsible for operating and maintaining all stormwater basins, water quality basins, parkway landscaping and private open space constructed as part of this project, unless otherwise approved by the Planning and Public Works Department.

MAPPING

- 99. PRIOR TO OBTAINING ANY BUILDING PERMIT: The final map must be recorded.
- 100. PRIOR TO MAP RECORDATION: Parcel Map No. 37366 shall be approved and recorded.
- 101. PRIOR TO MAP RECORDATION: the following plans shall be approved by the City and applicable agencies:
 - A. Street Improvement Plan
 - B. Signing and Striping Plan
 - C. Street Light Plan
 - D. Storm Drain Improvement Plan
 - E. Final WQMP
 - F. Sewer Improvement Plan
 - G. Lift Station Improvement Plan
 - H. Force Main Improvement Plan
 - I. Water Improvement Plan
- 102. PRIOR TO FINAL MAP RECORDATION: The applicant shall prepare the map in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification; Riverside County Ordinance 460; and RCTD Map Preparation Manual.



- 103. PRIOR TO FINAL MAP RECORDATION: The applicant shall pay all applicable fees consisting of, but not be limited to, area drainage fee; bridge and major thoroughfare fees. Per the Municipal Code, certain fees may be delayed to building permit issuance.
- 104. PRIOR TO FINAL MAP RECORDATION: The applicant shall prepare and fully execute a Subdivision Improvement Agreement (SIA) with the City (On City approved format and forms). If the final map and/or improvements will be phased, an SIA will be required for each phase.
- 105. PRIOR TO FINAL MAP RECORDATION: The applicant shall provide securities guaranteeing the payment of the cost for all public improvements. The securities shall include Faithful Performance and labor and materials for 100% of the approved Engineer's Cost Estimate (ECE).
- 106. PRIOR TO FINAL MAP RECORDATION: The Applicant shall comply with Government Code Section 66436(a)(3) before approval of the final map and shall provide "no objection" letters from all public entities or utilities.
- 107. PRIOR TO FINAL MAP RECORDATION: When changes to an approved Tentative Map are proposed, a Substantial Compliance Exhibit, in the same scale as the Tentative Map, shall be submitted for review and approval by the Public Works Director.
- 108. PRIOR TO FINAL MAP RECORDATION: Monuments shall be provided in accordance with Section 8771 of the Business and Professions Code. Cross-ties shall be set in top of curbs and tie sheets shall be submitted to the Public Works Department. Per the Subdivision Map Act, Section 66496, internal monuments may be set at a later date if the applicant furnishes security guaranteeing the payment of the cost of setting such monuments.
- 109. PRIOR TO FINAL MAP RECORDATION: The applicant shall provide an easement to, over and across all private water quality, stormwater and drainage basins, to be dedicated to the City, for ingress, egress and right to inspect. The City will not maintain any basin unless expressly stated in writing by the Public Works Director.
- 110. PRIOR TO FINAL MAP RECORDATION: The applicant shall show all right-of-way dedications necessary for the construction of all streets, on the Final Map, including but not limited to:
 - A. All interior streets, as shown on Tentative Map No. 37698 dated October 2019, show a full-width dimension of 50-feet right-of-way to right-of-way (50-feet R/W width). The

interior streets are based on the adopted Specific Plan and not a City standard. Therefore, the applicant shall be conditioned to construct the typical sections as shown on said tentative map and adopted Specific Plan. The Applicant shall verify that the appropriate right-of-way exist and/or the Applicant shall dedicate all additional right-of-way necessary to achieve the required 50-feet full-width.

- B. The applicant shall dedicate on the final map, a five foot (5') public utility easement (PUE) coincident with the interior right-of-way, each side of a typical street.
- 111. PRIOR TO FINAL MAP RECORDATION: The right-of-way corner cutback shall be established per RCTD std. 805 as follows: Along a straight line projected from the intersection of the radial line passing through the beginning of the curb return, and the corresponding right-of-way line to the intersection of the radial line, passing through the end of the curb return at the corresponding right-of-way line, or as directed by the Engineering Department.
 - A. The applicant has requested a deviation from std. 805 for various locations. The deviations will be accepted, as currently shown on the tentative map. The applicant is still required to meet all ADA requirements and no public improvement shall encroach into private property.
- 112. PRIOR TO FINAL MAP RECORDATION: The Applicant, at its sole expense, shall obtain all right-of-way or easement acquisitions necessary to implement any portion or condition of this map, including public improvements; off-site grading & construction; offsite street requirements; offsite sewer requirements; storm drain improvements; or any other requirement or condition, prior to the City's consideration of the final map.
- 113. PRIOR TO FINAL MAP RECORDATION: The Applicant shall show all drainage, landscaping, open space or other non-residential use lots, as lettered lots on the final map.
- 114. PRIOR TO FINAL MAP RECORDATION: The Applicant shall provide all agreements for permission to construction and grade for all applicable offsite areas that currently do not have a recorded easement.

STREET IMPROVEMENTS

115. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall prepare the Street Improvement plan, Signing and Striping plan, and Street Light Plan in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; Riverside County Transportation Department (RCTD) Road Improvement

Standards & Specification (Ordinance 461); Riverside County Ordinance 460; and California M.U.T.C.D.

- 116. PRIOR TO ISSUANCE OF ENCROACHMENT OR GRADING PERMIT: The Applicant shall coordinate the design of any public infrastructure that encroaches within the County right-of-way. Written approval shall be provided to the Public Works Department.
- 117. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant shall submit a Construction Traffic Management Plan per the California M.U.T.C.D., for review and approval by the Public Works Director.
- 118. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall analyze the turning radii for impact to the maneuverability of fire apparatus and demonstrate adequate clearance. Any deficiencies will need to be identified and discussed with the Public Works Director.
- 119. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall replace any sidewalk, curb and gutter, drive approach, AC pavement or other improvement damaged during construction as determined necessary by the Public Works Director. If the improvements are phase, the condition is applicable to the 1st COO of the corresponding phase.

TUKWET CANYON PARKWAY (DIVIDED COLLECTOR 78' R/W)

- 120. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct full-width improvements for Tukwet Canyon Parkway, coincident with the tract boundary and from the tract boundary to Oak Valley Parkway, continuous and inclusive of all intersections. The applicant shall secure all right-of-way necessary by separate instrument. If the improvements are constructed by others, this condition, or portions of, will not be applicable. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 28-feet from street centerline, each side. Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. 14' wide raised median shall be per RCTD std. 113.

- D. Street structural sections shall be designed with a Traffic Index per soils recommendations (7.0 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.
- E. Tukwet Canyon Parkway shall be designated as a weight restricted road. The Applicant shall install signs with a weight restriction provided by the Public Works Director at the time of construction.

STREETS "A", "B", "C", "D", "E", "F" & "G"

- 121. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct full-width improvements for Streets "A", "B", "C", "D", "E", "F" & "G" per the alignment shown on said tentative map. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 18-feet from street centerline, each side. Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (5.5 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.

GRADING AND DRAINAGE

- 122. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall prepare the grading plans in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; California Building Code (current edition); and recommendations of a soil engineer.
- 123. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit for stormwater discharges associated with construction activities as required by the California Water Resources Control Board.

- 124. PRIOR TO ISSUANCE OF A GRADING PERMIT: A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted to the California Water Resources Control Board. The developer shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all improvements have been accepted by Public Works Department or construction is complete, whichever is later.
- 125. PRIOR TO ISSUANCE OF A GRADING PERMIT: A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be provided to the Public Works Department.
- 126. PRIOR TO ISSUANCE OF GRADING PERMIT: As part of the Grading Plan Submittal Application, the Applicant shall submit for review and approval, a Final Drainage Report. The Final Drainage Report be in substantial conformance with the approved preliminary drainage report. The project shall:
 - A. Follow the general guidelines set forth by Riverside County Flood Control and Water Conservation District's (RCFC&WCD) Hydrology Manual.
 - B. Design all conveyances to handle the peak flow from a 100-year event.
 - C. Examine the 10-year and 100-year storm events utilizing the RCFC&WCD rational method. The 10-year storm flow shall not exceed the top of curb depth. 100-year storm flow shall not exceed the right-of-way line. If the 10-year storm flow exceeds the top of curb depth, underground storm drain facilities will be required;
 - D. Examine the 2, 10 and 100-year storm frequencies in combination with the 1,3,6 and 24-hour storm durations utilizing the RCFC&WCD synthetic unit hydrograph method;
 - E. Mitigate for increased runoff by directing drainage to a downstream facility that has sufficient capacity or mitigate the increased runoff onsite.
- 127. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a rough grading plan. The grading design shall incorporate the following:
 - A. conform to the standards of the latest edition of the California Building Code (CBC) and the Beaumont Municipal Code;
 - B. Setbacks for cut/fill slopes from the property line shall be in accordance with the CBC;
 - C. Lots shall be designed and graded to drain to abutting street, on which the driveway for the respective lot will occur. No lot shall drain onto adjacent properties. Drainage devices shall be required to convey storm water from lot onto abutting street. Curb cores shall be required for onsite lot drainage to discharge out into abutting street;

- D. Building foundation clearance requirements for top of slope and toe of slope shall conform to (Chapter 18 Soils and Foundations) of the latest edition of the California Building Code;
- E. Design the site to adequately intercept and convey all off-site run-on through the site and discharge in a manner which will not increase damage, hazard, or liability to adjacent or downstream properties;
- 128. ADVISORY CONDITION: The project has several proposed slopes with a height close to 30 feet. Slope in excess of 30 feet will not be permitted in the field.
- 129. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall design the extended detention basin per the Riverside Flood Control District, LID manual and include the following:
 - A. An access road that allows easy access to the bottom of the basin for maintenance;
 - B. An emergency overflow weir or spillway;
 - C. Drain within 72 hours or otherwise comply with relevant standards for vector control. If the 72-hour limit cannot be reached, the applicant shall implement other features to meet the requirement. This may include dry-wells, underdrain, larger surface area, etc as approved by the Public Works Director;
 - D. Security fencing along the perimeter of the basin w/ appropriate signage;
 - E. Fire Department Rapid Entry System;
 - F. Access from public right-of-way.
- 130. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements in the event that existing drainage patterns are affected by this development. The applicant shall submit to the City of Beaumont and to any governing Federal agency for review and approval, all necessary calculations.
- 131. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a soils/ geology report.
- 132. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, an Erosion Control Plan that addresses Site Construction BMPs.
- 133. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a Final WQMP (F-WQMP). The F-WQMP shall be in substantial conformance with the approved preliminary Project-Specific WQMP and the document

"Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County," dated October 2012 (Guidance Document)

- 134. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall record a "Covenant and Agreement" with the County Recorder, or other instrument acceptable to the City, to inform future property owners of the requirement to implement the approved project-specific WQMP for each parcel.
- 135. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall obtain all permits and approvals from all regulatory agencies with jurisdiction over any portion of this project. Potentially including, but not limited to: Riverside County Flood Control, State Department of Fish and Game, State Water Resource Control Board and US Army Corps of Engineers.
- 136. CONCURRENT WITH GRADING OPERATIONS: Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical/civil engineer who shall obtain all required permits and submit reports on progress and test results to the Public Works Director for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Director for review and approval, which may require additional tests at the expense of the applicant.
- 137. CONCURRENT WITH GRADING OPERATIONS: The Applicant shall construct temporary drainage facilities and erosion control measures to minimize erosion and silt deposition.
- 138. PRIOR TO FOUNDATION TRENCHING: The applicant shall submit a soil compaction report to the City for review and approval.
- 139. PRIOR TO OBTAINING ANY BUILDING PERMIT: The applicant shall submit pad certifications letters and pad compaction reports to the City for review and Approval.

STORM DRAIN IMPROVEMENTS

140. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall design the storm drain system and facilities in accordance with Beaumont Municipal Code, General Plan, Specific Plan, and Standards; the Riverside County Flood Control District standards; hydrology manual; and Low Impact Development (LID) BMP Design Handbook.

- 141. PRIOR TO ISSUANCE OF GRADING PERMIT: All storm drains, catch basins, and storm water structures shall be provided with trash capture devices that conform with the approved trash capture list issued by the State Water Board.
- 142. PRIOR TO ISSUANCE OF A GRADING PERMIT: The stormwater generated within the development shall be captured into appropriate drainage facilities. The stormwater shall be treated per the requirements of the approved P-WQMP.
- 143. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct all storm drain facilities to accommodate WQMP requirements and Hydraulic Conditions of Concerns (HCOC) requirements. If the improvements are constructed by others, this condition, or portions of, will not be applicable. The improvements shall consist of:
 - A. Storm drain network within the tract boundary;
 - i. Including all catch basins and facilities necessary for the complete operation and conveyance of storm water and treated water.
 - B. Storm drain network from the tract boundary to the Sorenstam Water Quality Basin;
 - i. Including all catch basins and facilities necessary for the complete operation and conveyance of storm water and treated water.
 - ii. Including all laterals, catch basins, manholes, junctions, transitions and other facilities within Tukwet. The applicant shall extend all future connections to outside Tukwet right-of-way and bulkhead as necessary.
 - C. Sorenstam Water Quality Basin;
 - iii. Basin shall be constructed with the same requirements as the extended detention basin.
 - D. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall secure all right-of-way and/or easements necessary for the complete construction and operation of all facilities.
- 144. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): All storm drains, catch basins, and storm water structures shall be provided with trash capture devices that conform with the approved trash capture list issued by the State Water Board.

SEWER IMPROVEMENTS

- 145. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The sanitary sewer system shall be designed and constructed to collect and convey sewage to the City's Upper Oak Valley Lift Station in accordance with the Master Sewer Plan and Beaumont Municipal Code, Eastern Municipal Water District (EMWD) standards, and as follows:
 - A. The minimum pipe size for sewer shall be 8";
 - B. All sewer laterals from homes shall be connected to the sewer main in the street.
 - C. Gravity sewer pipes 12" or less in diameter shall be designed to flow at a maximum depth of one-half of the pipe diameter. Sewer flow calculations shall be provided;
 - D. Gravity sewer pipes 15" or larger shall be designed to flow at a maximum depth of three-quarters of the pipe diameter. Sewer flow calculations shall be provided;
 - E. Sewer line locations shall follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the Public Works Director for review and approval.
- 146. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall design and construct the sewer network necessary for the complete operation of the sewer system which includes:
 - A. The entire sewer system within the tract boundary;
 - B. All necessary sewer mains that occur outside the tract boundary;
 - C. Sewer lateral wyes along any of the mains constructed as part of this tract, for all future connections;
 - D. Lift station;
 - E. Forced main lines and gravity lines that will connect the lift station to the existing Upper Oak Valley lift station, and all necessary facilities.
- 147. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall design and construct a sewer lift station and force main per EMWD standards. Redundant pumps and a bypass system for the lift station shall be incorporated into the design of the lift station. The applicant shall secure all right-of-way and/or easements necessary for the complete construction and operation of all facilities. If the improvements are constructed by others, this condition, or portions of, will not be applicable.
- 148. PRIOR TO ANY BUILDING PERMIT AND PRIOR TO CONNECTING TO A PUBLIC SEWERAGE SYSTEM: The applicant shall pay the sewage disposal facility charge (connection fee) for not less than 25 percent of the lots to which sewers are

available before the connection to the City system is made and shall pay the charge for each additional lot thereafter upon building permit or connection for the respective lot(s).

149. ADVISORY CONDITION: The existing Mesa sewer lift station is currently (2020) being assessed for capacity as part of a citywide Master Sewer Plan update. It is anticipated that the existing lift station has some capacity for this development; however, the assessment will identify the available capacity. The City may elect to develop a Capital Improvement Project to increase capacity based on need, available funding and schedule.

WATER IMPROVEMENTS

- 150. PRIOR TO FINAL MAP RECORDATION: The Applicant shall be responsible for obtaining potable water and reclaimed water for the development.
- 151. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall comply with the requirements of the Beaumont Cherry Valley Water District.
- 152. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall ensure all fire hydrants; air vacs and other above ground water facilities are placed outside of sidewalk areas. Water meter boxes and vaults, valve covers, etc. may be placed within sidewalks or paved areas provided such devices are set flush with the finished surfaces and are properly rated for chosen locations as approved by the Public Works Director.
- 153. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall ensure that water line locations follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the Public Works Director for review and approval.

End of Conditions

		REVIS	SIONS				
			RIPTION				
					CIIM		TAD
LOT NO							
LOT NO.	AREA (SF)		AVG. DEPTH	LOT NO.	AREA (SF)	AVG. WIDTH	
1	9,466	70'	185'	64	4,482	70'	80'
2	5,254	47' 47'	124'	65	4,040	47.5'	80'
3	4,567	47 47'	104' 90'	66 67	4,040	47.5'	80' 80'
4	4,106	47 47'	90 82'	67	4,187	47.5' 60'	_
5	3,846	47 47'	82 80'	68 60	4,804	60 55'	80'
6	3,800	47 47'	80 106'	69 70	4,290	55 49'	80' 80'
7	4,398 4,986	47 54'	92'	70	3,967	49 47.5'	80 80'
<u> </u>	4,988	50'	92 86'	71	3,800 3,800	47.5 [°]	80 80'
 	4,229	50'	88'	72 73	3,800	47.5'	80' 80'
11	4,701	50'	96'	73	4,613	47.3 60'	80'
12	4,707	48'	90' 90'	74 75	4,613	78'	80 80'
13	4,454	 55'	90 80'	75	4,302	47.5'	80' 80'
14	3,800	46'	80'	70	4,120	47.5 '	80'
15	3,807	47'	81'	78	4,120	47.5'	80'
16	3,807	47'	81'	70	4,496	52'	80'
17	4,935	47'	112'	80	4,345	52'	80'
18	5,629	47'	123'	81	6,674	70'	100'
19	4,944	47'	110'	82	3,811	47'	81'
20	5,053	47'	106'	83	3,807	47'	81'
20	4,765	47'	100'	84	3,807	47'	81'
22	4,201	47'	85'	85	3,807	47'	81'
23	4,229	47'	81'	86	4,152	52'	81'
24	4,675	47'	104'	87	4,048	48'	84'
25	5,258	47'	118'	88	5,684	67'	80'
26	4,453	47'	97'	89	4,098	46'	85'
27	4,142	49'	84'	90	4,613	53'	85'
28	7,988	83'	97	91	4,565	54'	85'
29	4,810	58'	83'	92	4,361	49'	89'
30	4,677	57'	83	93	4,210	50'	85'
31	4,545	55'	83	94	3,809	47'	<i>81'</i>
32	4,380	54'	83'	95	3,807	47'	<i>81'</i>
33	4,462	54'	83'	96	3,807	47'	81'
34	4,335	52'	83'	97	3,807	47'	81'

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3,952

3.890

4,180

6,037

7,458

6.025

7,019

6,372

6,412

6,433

6.454

6,475

6.496

6.517

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6,559

6,586

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7.029

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84'

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52' 93' 105

47' 96' 106

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47.5**'**

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6,801

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3,878

4,590

4,707

4,637

4,841

5,555

13.367

6,426

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6,566

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6,622

6,650

7,526

6,209

4,555

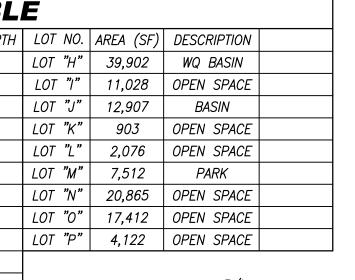
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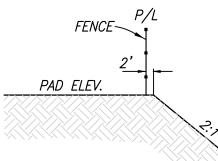
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4,298

4,448







PAD ELEV.

PAD ELEV.

P=353.5

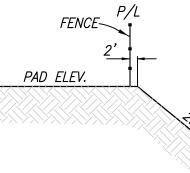
LOT "H"

WA TER _ 'IALITY

BASIN

BTM = 310 5

P=320.2





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136'

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138'

138'

139'

140'

140'

142'

149'

157'

167'

177'

UTILITIES

WATER: BEAUMONT CHERRY VALLEY WATER DISTRICT 560 MAGNOLIA AVENUE BEAUMONT, CA 92223 (951) 845-9581 ELECTRIC: S.C.E. 26100 MENIFEE ROAD ROMOLAND, CA 92580 (951) 943-8291 TELEPHONE: VERIZON 1-800-483-4000 GAS: SOUTHERN CALIFORNIA GAS CO. 3700 CENTRAL AVE RIVERSIDE, CA 92516 (714) 884-9411 SEWER & STORM DRAIN: CITY OF BEAUMONT 550 E. 6TH STREET BEAUMONT, CA 92223 (951) 769-8520

TOPOGRAPHY SOURCE ROBERT J. LUNG & ASSOCIATES

2832 WALNUT AVE. SUITE "E" TUSTIN, CA 92708 PH. (714) 832–2077

BENCHMARK:

USGS – MONUMENT "REST" 88 DATUM ELEV. 2494.16 BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DR. ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. NORTHEAST OF THE DRIVE CENTERLINE 24.9 FT. SOUTHWEST OF THE SOUTHWEST EDGE OF THE SOUTHEAST BOUND LANES OF INTERSTATE HIGHWAY 10.

SCHOOL DISTRICT

BEAUMONT UNIFIED SCHOOL DISTRICT 500 GRACE AVENUE P.O. BOX 187 BEAUMONT, CA 92223 TEL: (909) 845—1631

LEGEND:

CENTERLINE CL EXISTING EXIST. CURB AND GUTTER TW TOP OF WALL C&G GB GRADE BREAK HIGH POINT HP LOW POINT FLOWLINE EDGE OF PAVEMENT CB CATCH BASIN R/W RIGHT OF WAY PROP. PROPOSED P=36.9 PAD ELEVATION RADIUS. "NO PARK" SIGNAGE AND STRIPING

TC TOP OF CURB FG FINISHED GRADE INV INVERT ELEV HP HIGH POINT P/L PROPERTY LINE LOW POINT BSL BUILDING SETBACK LINE FIRE HYDRANT -🕁--- STREET LIGHT - NO PARKING WITHIN EMERGENCY VEHICLE TURNING

DESIGNATIONS PER THE FINAL ENGINEERING

IP

IMPROVEMENT/SIGNAGE PLANS.

P=319.3

P=319.5

LUE

P=319.2

------ TRACT BOUNDARY _____ (\mathbf{X})

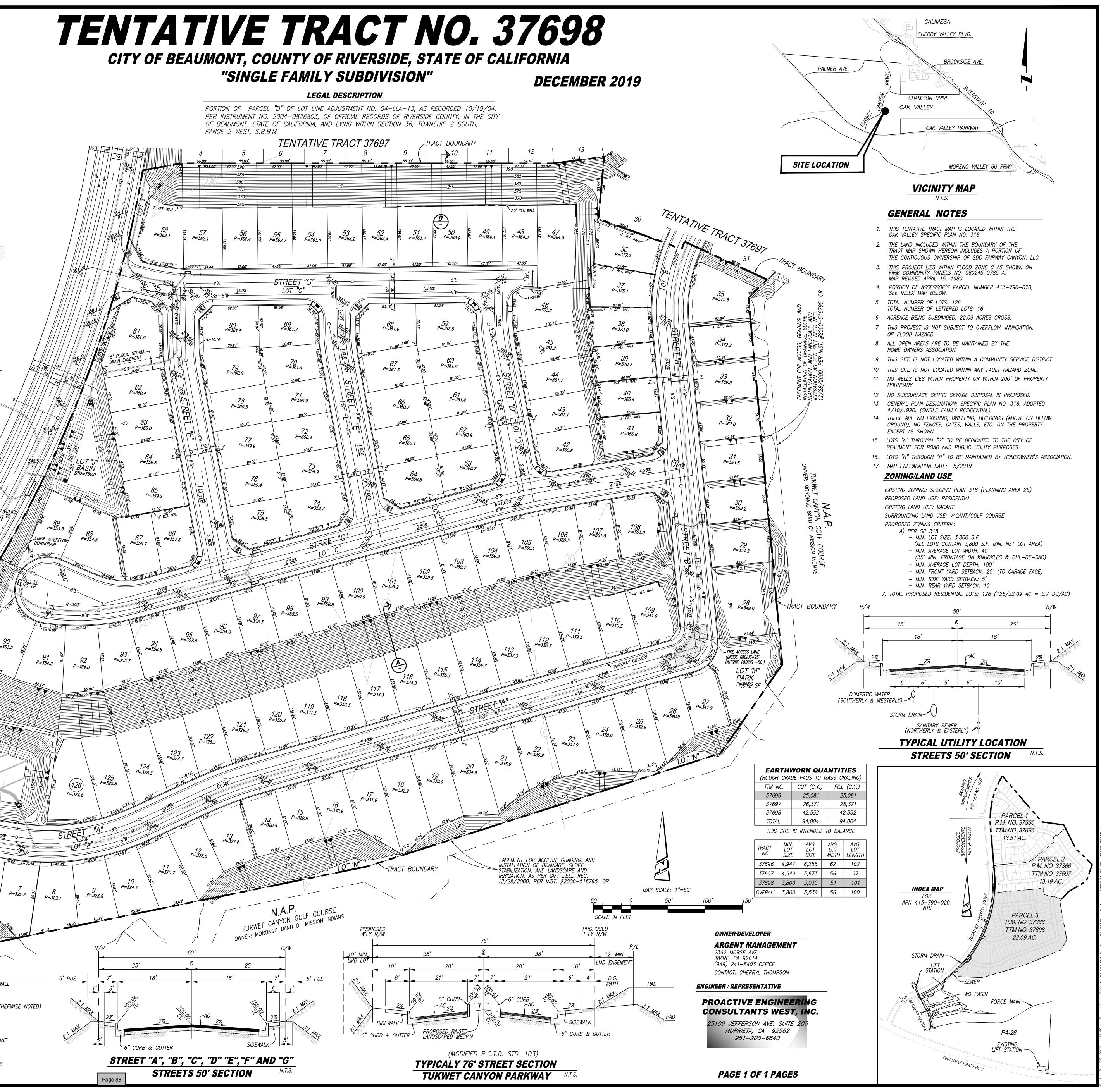
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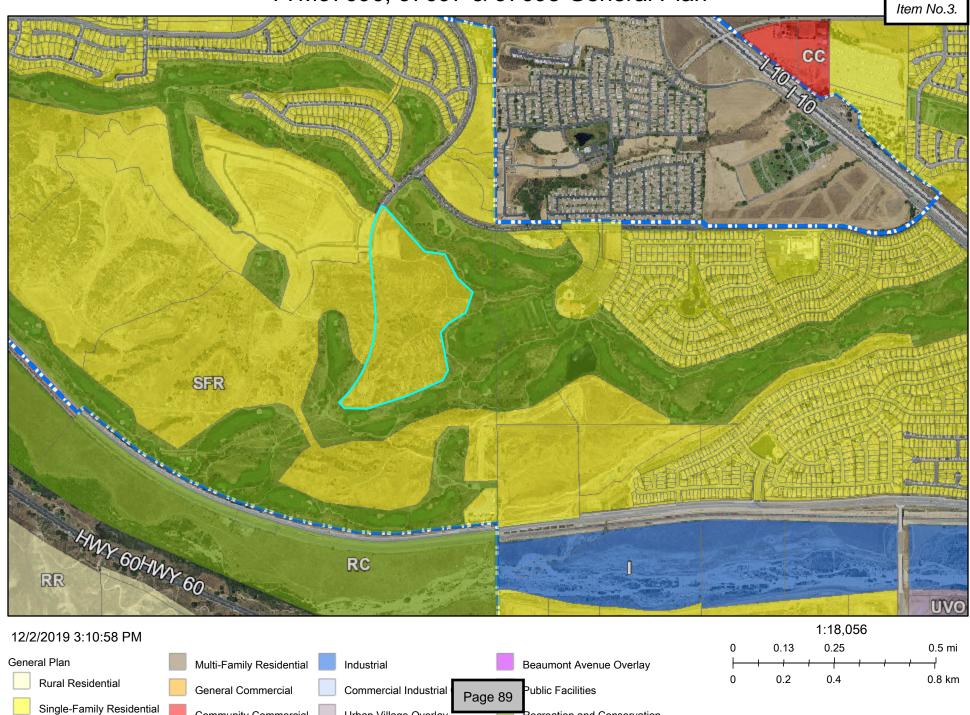
P=320.0

PROPOSED RETAINING WALL ------ S------ PROP. SEWER LINE ------W-------PROP. WATER LINE SD PROP. STORM DRAIN LINE SETBACK LINE (20' TO GARAGE) - SECTION REFERENCE SHEET REFERENCE

P=321.2



TTM37696, 37697 & 37698 General Plan

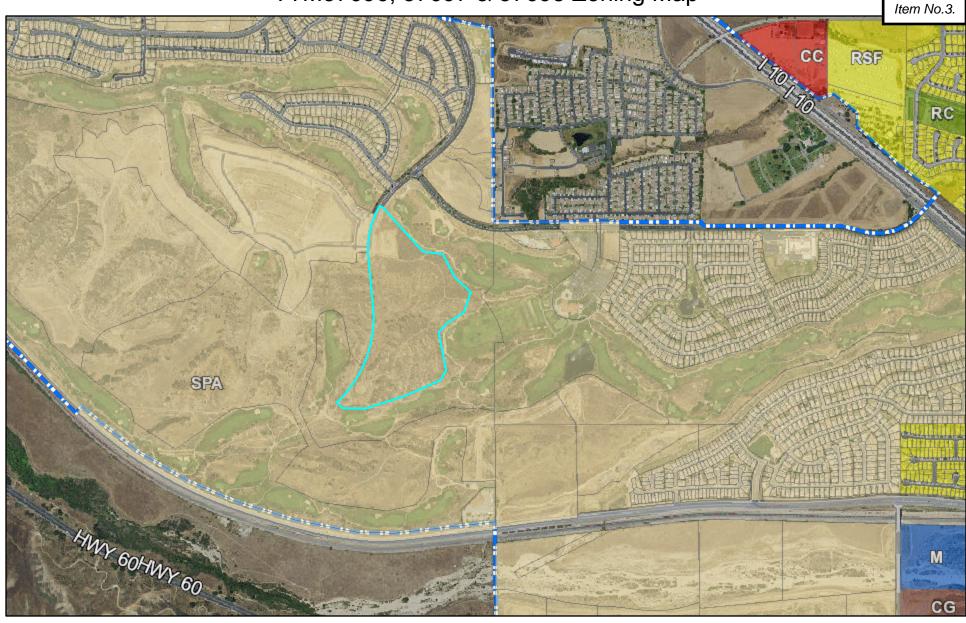


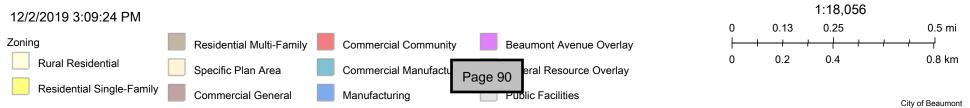
Recreation and Conservation

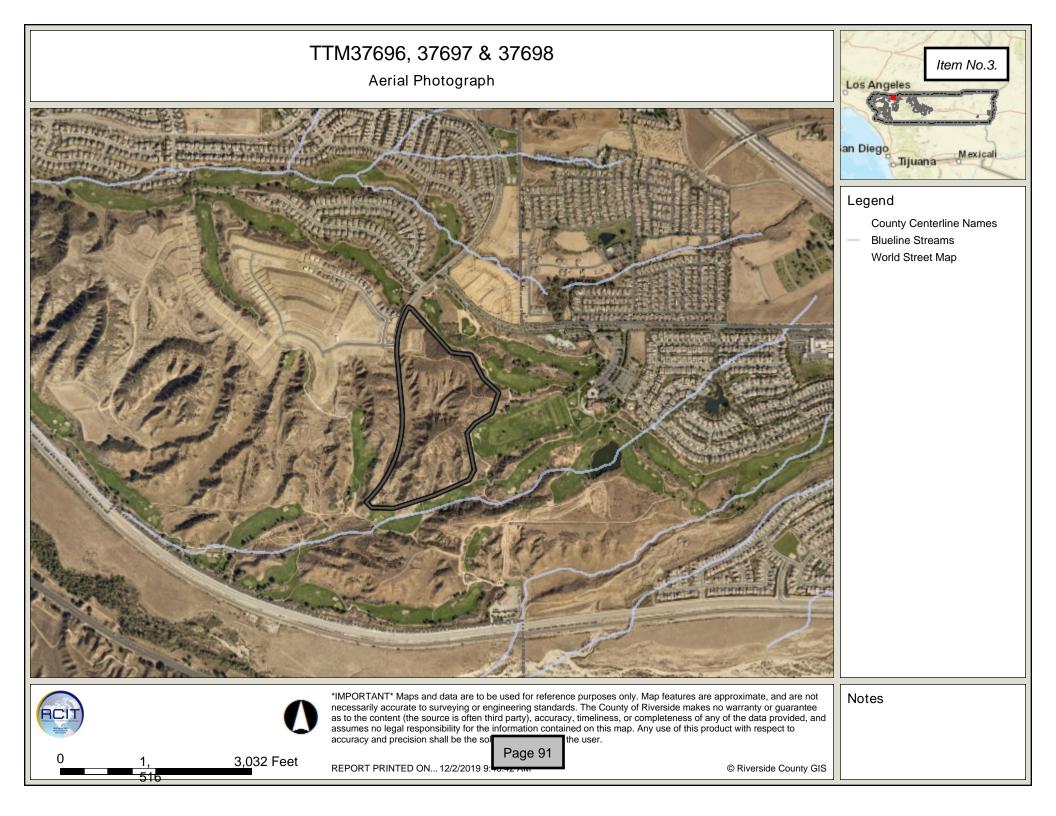
Community Commercial

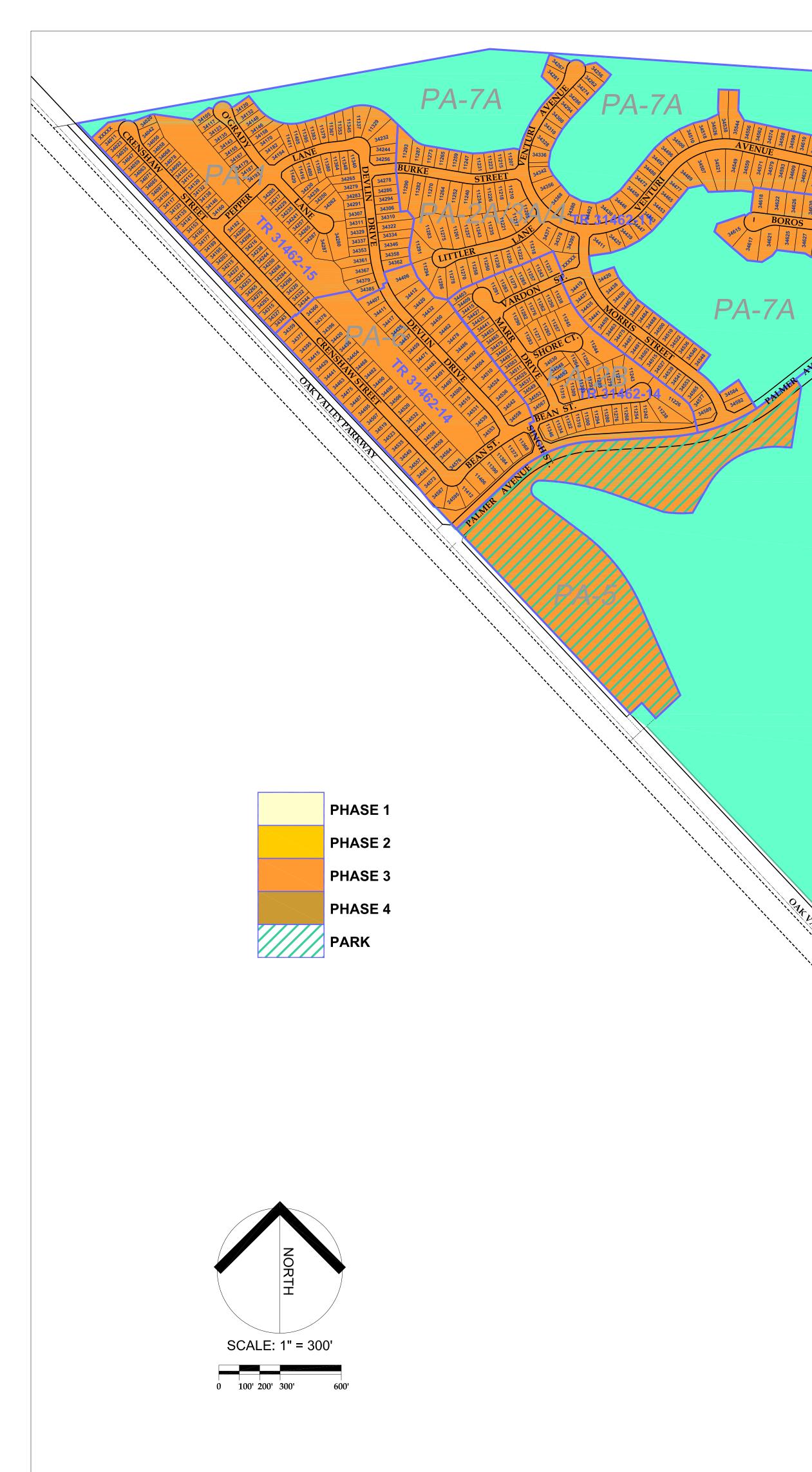
Urban Village Overlay

TTM37696, 37697 & 37698 Zoning Map









Fairway Canyon City of Beaumont



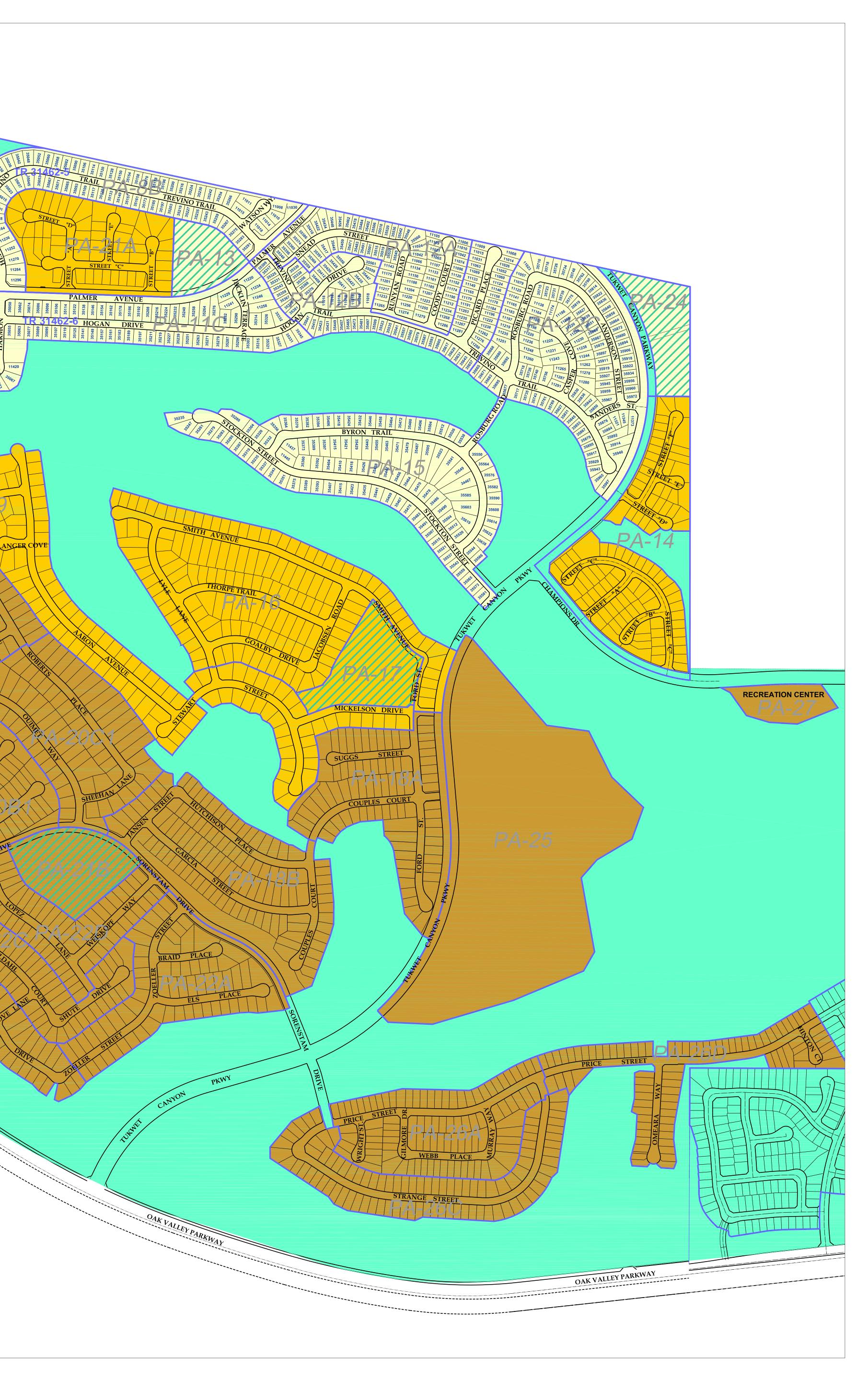
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Advartising Order Confirmation

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11/25/19 10:29:27AM

Advertising Order	Confirmation	Th Th	e Press El	nterprise	11/20/1	9 10.29.27A Page
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<u>Sales Representative</u> Nick Eller	<u>Customer Account</u> 5209298		<u>Payor Account</u> 5209298		<u>Ordered By</u> Carole Kendrick	
<u>Order Taker</u> Nick Eller	<u>Customer Address</u> 550 E SIXTH ST BEAUMONT, CA 92223		<u>Payor Address</u> 550 E SIXTH ST BEAUMONT, CA 92223		<u>Customer Fax</u>	
<u>Order Source</u> Select Source	<u>Customer Phone</u> 951-769-8520		<u>Payor Phone</u> 951-769-8520		<u>Customer EMail</u> finance@beaumontca.gov	,
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External Ad Number	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	Released for Publication			
BEAUMONT LEGAL ADVERTISEMENT NOTICE IS HEREBY GIVEN, that the City of duct public hearings to consider the matter des Planning Commission's public hearing will be h Tuesday, December 10, 2019 at 550 East Sixth Stre fornia.	Beaumont will con- scribed below. The leid at 6:00 p.m. on let, Beaumont, Cali-					
Tentative Tract Map 37698 (TM2019-0006), Cor ing and consideration of a request to subdivide single family residential lots ranging in size t square feet, and 16 lettered lots located with Plar Oak Valley & SCPGA Golf Course Specific Plan The proposed application is consistent with the Fi Impact Report (FEIR) that was adopted for the Oak Valley & SCPGA Golf Course Specific Pla APN: Portion of 413-790-020	nduct a public hear- 22.09 acres into 126 from 3,800 to 9,504 nning Area 25 of the (Fairway Canyon). inal Environmental underlying project in (SP318/ EIR418).					
The applicants for this project are SDC Fairway Co						
The case files, plans, and all supporting documer ect can be reviewed at the Beaumont Civic Cen Street, Beaumont, California. On public hearing may present testimony to the Planning Commissi either in person or by mail. Written comments wi the night of the hearing.	gs items the public ion and City Council					
Carole Kendrick Senior Planner	11/29					
<u>Product</u> PE Riverside:South	<u>Requested Placement</u> PublicNotice Banning	<u>Requested Position</u> City Notices Ban - 1076~	<u>Run Dates</u> 11/29/19		# Inserts	



Staff Report

TO: Mayor, and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE February 4, 2020

SUBJECT: Tentative Tract Map No. 37697 (TM2019-0007) for a Request to Subdivide 13.19 Acres into 73 Single Family Residential Lots With a Minimum Lot Size of 4,950 Square Feet and Eight (8) Lettered Lots Located Within Planning Area 25 of the Oak Valley Specific Plan (Fairway Canyon) on the East Side of Tukwet Canyon Parkway, North of San Timoteo Canyon Road and South of Champions Drive

Background and Analysis:

The applicant is requesting approval of a Tentative Tract Map No. 37697 (TM2019-0007) for the subdivision of 13.19 acres into 73 single family residential lots with a 4,950 square minimum lot size and eight (8) lettered lots. The project site is in the central portion Planning Area 25 of the Oak Valley Specific Plan commonly referred to as Fairway Canyon. Planning Area 25 is located north of San Timoteo Canyon Road, south of Champions Road and east of the extension of Tukwet Canyon Parkway.

The Oak Valley SCPGA Specific Plan #318 encompassing 1,747.9 acres allowing 4,355 dwelling units was adopted by the County of Riverside on August 14, 2001. The property was annexed into the City of Beaumont on April 9, 2003, by the Local Agency Formation Commission (LAFCO) by LAFCO 2002-43-5. The Oak Valley SCPGA Specific Plan includes the developments of Fairway Canyon and Tournament Hills. The subject property is located within the Fairway Canyon portion of the specific plan.

Fairway Canyon has constructed Phase 1 and 2 of the development and is nearing completion of Phase 3. The subject property is located within Phase 4 of the development and more specifically in Planning Area 25, as shown in Exhibit F.

The project was advertised and noticed for a public hearing with the Planning Commission on December 10, 2019, however the applicant and staff determined that a continuance was necessary in order to allow the parties to meet and discuss modifications to draft conditions of approval. The project team met with City staff on



December 18, 2019, which included representatives from the City Manager's office, Public Works Department, Planning Department and Fire Department and resulted in modifications to the draft conditions of approval. The modifications included updates to the ownership name, clarification on satisfied conditions, timing of fees and infrastructure requirements.

On January 14, 2020, the Planning Commission conducted the continued public hearing for the proposed subdivision. No members of the public spoke regarding the project and the Planning Commission unanimously voted to forward a recommendation of approval to the City Council.

Approval Authority:

The Beaumont Municipal Code, Section 16.04.020 designates the Planning Commission as the "advisory agency" charged with reviewing and making recommendations on all proposed parcel map land divisions and tentative subdivision maps in the City. Section 16.24.050.A authorizes the Planning Commission to conditionally approval or disapprove all tentative parcel maps and tentative subdivision maps and land divisions and submit to the City Council for final approval.

When a tentative map is required under the Subdivision Map Act (66463.5(a)), an approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. The Subdivision Map Act does allow for up to four (4) years of extensions subject to approval by the original approving body, however the proposed subdivision is subject to the development agreement (City of Beaumont Resolution No. 1987-34) dated November 18, 2003, which has a term of 25 years (item 7 of the development agreement) and tentative tract maps shall be granted an extension of time for the term of the development agreement (item 33 of the development agreement). Therefore, the expiration date for the proposed subdivision is November 18, 2028.

The project setting can also be seen in the following materials attached to this staff report:

Item No.4.



- General Plan Land Use Map (Attachment C),
- Zoning Map (Attachment D), and
- Aerial Photograph (Attachment E).

The 13.19-acre site is currently vacant. The property is located in an area which contains single family residences to the west, vacant land to the south and the Morongo Golf Club at Tukwet Canyon to the north and east of the subject property. The land uses, zoning, and general plan land use designations of the project site and surrounding areas are shown in the following table.

	LAND USE	GENERAL PLAN	ZONING
PROJECT SITE	Vacant Land	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)
NORTH	Golf Course	Recreation Conservation (RC)	Oak Valley Specific Plan (SPA)
SOUTH	Vacant Land	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)
EAST	Golf Course	Recreation Conservation (RC)	Oak Valley Specific Plan (SPA)
WEST	Single Family Residential	Single Family Residential (SFR)	Oak Valley Specific Plan (SPA)

Analysis:

The proposed subdivision contains lots that range in size from 4,950 square feet to 10,214 square feet. The density for this subdivision is 5.5 dwelling units per acre. The lettered lots include the interior streets (Streets A through E). Lots F and H are open space lots that include slope areas located along the extension of Tukwet Canyon Parkway, the subdivision boundary and along several rear yards of the proposed subdivision. A 9,730 square park is proposed on Lot G on the southeast corner of Street D and Street E. Streets A through E are proposed to be dedicated to the City and Lots F through H will be dedicated to the homeowner's association for future maintenance.

Primary access to the subdivision is proposed as an extension of Tukwet Canyon Road. The proposed lots will front onto internal streets within the subdivision.

The subject property drains from the northeast to the southwest and will discharge into the storm drain catch basins located on Street C that continues to Tukwet Canyon Road and travels south.

The subject property is zoned Specific Plan (SPA). The proposed subdivision would be subject to various development standards in terms of lot width and depth as defined in the Oak Valley SCPGA Specific Plan. Staff has reviewed the proposed subdivision and determined that it complies with the minimum development standards of the Planning Area 25 of the Oak Valley SCPGA Specific Plan Section III.B.28. The table below summarizes the required development standards.

DEVELOPMENT STANDARDS	REQUIRED	PROPOSED MINUMUM	PROPOSED AVERAGE
Minimum Net Lot Area	3,800 sq. ft.	4,950 sq. ft.	5,673 sq. ft.
Maximum Density	12.0 du/ac	5.5 du/ac	5.5 du/ac
Minimum Lot Width (Average)	40 ft.	55 ft.	56 ft.
Minimum Lot Depth (Average)	100 ft.	77 ft.	100 ft.

Residential Design & Landscaping Standards:

If approved, the applicant will be required to submit a minor plot plan application for review of architecture for all buildings with enhancements (shutters, flower boxes, stone veneer, etc.) and provide for trim around all openings. With regard to project



landscaping under this proposal, the applicant will be required to adhere to standards set forth under the Guide to California Friendly Landscaping, as well as the City's landscaping ordinance that requires water efficient landscaping. Separate landscaping plans will be required as part of the conditions of approval by the applicant for staff review of all front-yard, slopes in excess of three feet, and open-space areas.

Public Notice and Communications:

Property owners located within a 300-foot radius of the project site were notified of the Planning Commission public hearing on November 29, 2019, with a 10-day hearing notice in addition to a public notice in the Press Enterprise newspaper (see Attachment G). The Planning Department has not received any letters of comment from the public as of the writing of this report.

CEQA Review:

From the standpoint of the California Environmental Quality Act (CEQA), an Environmental Impact Report (EIR) was prepared and certified in 2001 for the Oak Valley SCPGA Specific Plan (Specific Plan No. 318) (SCH# 2000051126), with latest addendum of the EIR approved by City Council in 2014 (13-EIR-03), assessing the environmental impacts of the overall project and subsequent implementation steps, including subdivision of the site. The EIR and the findings made by the City Council remain pertinent and adequate for use for current application. Execution of this subdivision will require adherence to the mitigation monitoring program established for the project.

Incorporated herein by Reference:

- City of Beaumont General Plan,
- City of Beaumont Zoning Ordinance,
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map, and
- Contents of City of Beaumont Planning Department Project File Tentative Tract Map No. 37696 (TM2019-0005), Tentative Tract Map No. 37698 (TM2019-0006), Tentative Tract Map No. 37697 (TM2019-0007), Tentative Parcel Map No. 37366 (PW2019-0387), LAFCO 2002-43-5, 02-ANX-02, Development Agreement dated November 18, 2003, Oak Valley SCPGA Specific Plan 318 and Environmental Impact Report 418.



Item No.4.

Recommended Action:

Approve Tentative Tract Map No. 37697 (TM2019-0007) subject to the Development Agreement and the attached conditions of approval.

Attachments:

- A. Draft Conditions of Approval
- B. Tentative Tract Map No 37697
- C. General Plan Land Use Designation Map
- D. Zoning Map
- E. Aerial Photograph
- F. Fairway Canyon Phasing Map
- G. Proof of Publication



CITY OF BEAUMONT PLANNING DEPARTMENT CONDITIONS OF APPROVAL

TENTATIVE TRACT MAP NO. 37697 (TM2019-0007)

APN: PORTION OF 413-790-020

Planning Commission Recommendation: 1.14.20 City Council Approval: DRAFT

TO SUBDIVIDE 13.19 ACRES INTO 73 SINGLE FAMILY

RESIDENTIAL LOTS WITH A MINIMUM LOT SIZE OF 4,950 SQUARE FEET, AND EIGHT (8) LOTS WITH A PARK BASINS AND LANDSCAPING LOCATED WITHIN PLANNING AREA 25 OF THE OAK VALLEY SPECIFIC PLAN.

Note: Any conditions revised at a hearing will be noted by strikeout (for deletions) and/or <u>underline</u> (for additions), and any newly added conditions will be added at the end of all conditions regardless of the Department originating the condition.

STANDARD CONDITIONS

The following conditions of approval are for Tentative Tract Map No. 37697 and consist of all subsequent conditions and all conditions of approval for the Oak Valley Specific Plan (SP No. 318) and the Mitigation Monitoring and Reporting Plan.

- 1. The subdivider shall defend, indemnify, and hold harmless the City of Beaumont, its agents, officers, and employees from any claim, action, or proceeding against the City of Beaumont, its agents, officers, or employees to attack, set aside, void, or annul an approval of the City of Beaumont, its advisory agencies, appeal boards, or legislative body concerning TENTATIVE TRACT MAP NO. 37697 and the Environmental Impact Report certified by the Beaumont City Council in conjunction with the SCGPA Golf Course at Oak Valley Specific Plan, which action is brought within the time period provided for in California Government Code, Section 66499.37. The City of Beaumont will promptly notify the subdivider of any such claim, action, or proceeding against the City of Beaumont and will cooperate fully in the defense. If the City fails to promptly notify the subdivider shall not, thereafter, be responsible to defend, indemnify, or hold harmless the City of Beaumont
- 2. The subdivision shall comply with the State of California Subdivision Map Act and to all the pertinent requirements of The Beaumont Municipal Code, unless modified by the conditions listed below.
- 3. This conditionally approved tentative map will expire on November 18, 2028 per 3.3 of the Development Agreement between the City of Beaumont and SDC Fairway Canyon

LLC, a Delaware limited liability company. Action on a minor change and/or revised map request will not extend the time limits of the tentative map. Approval of the final map by the City Council is required.

- 4. If required by the Planning Department, within ten (10) days of approval by the City Council ten (10) copies of an Amended Per Final Conditions map shall be submitted to and approved by the Planning Department prior to release of the final conditions of approval.
- 5. Any subsequent review/approvals required by the conditions of approval, including but not limited to grading, landscaping, plot plan and/or building plan review, shall be reviewed on an hourly basis based on, or such fee as may be in effect at the time of submittal.
- 6. The subdivider shall be fully responsible for maintenance and upkeep of any and all slopes, landscaped areas, open space areas, future development areas and irrigation systems until such time as maintenance responsibilities are assumed by other as approved by the Planning Department.
- 7. The properties contained within Tentative Tract Map 37697 are part of the SCPGA Golf Course at Oak Valley Specific Plan Specific Plan, approved originally by the Beaumont City Council on November 5, 2002 and later amended in 2004, 2005, and 2014. The provisions and criteria of the SCPAGA Golf Course at Oak Valley Specific Plan shall control and guide the development of Tentative Tract Map 37697.
- 8. An Environmental Impact Report EIR was prepared and certified for the SCPGA Golf Course at Oak Valley Specific Plan Specific Plan, Addendum(s) were prepared for the subsequent amendment and a series of mitigation measures were adopted by the City Council to mitigate the potential impacts of the project. All of the mitigation measures set forth in the subject environmental document are herewith established as conditions of approval for Tentative Tract No. 37697.
- 9. Execution of the project will necessitate the conducting of mitigation monitoring by the City to ensure that all the mitigation measures set forth in the Environmental Impact Report and Addendum are systematically implemented. The subdivider shall fund the mitigation monitoring requirements by paying an amount equal to the City's actual contracting cost for such services, plus a 20 percent administrative charge.
- 10. Tentative Tract No. 37697 has been found to be substantially in conformance with the Oak Valley PGA Specific Plan.

11. The approval of this map shall not result in any vesting provisions relative to City of Beaumont fees and exactions. The provisions of the Development Agreement shall prevail in all cases.

BUILDING DEPARTMENT CONDITIONS

12. It shall be unlawful for any person to engage in or permit the generation of noise related to landscape maintenance, construction including erection, excavation, demolition, alteration or repair of any structure or improvement, at such sound levels, as measured at the property line of the nearest adjacent occupied property, as to be in excess of the sound levels permitted under Chapter 9 of the Municipal Code, at other times than between the hours of 7:00 a.m. and 6:00 p.m. The person engaged in such activity is hereby permitted to exceed sound levels otherwise set forth in this Chapter for the duration of the activity during the above described hours for purposes of construction. However, nothing contained herein shall permit any person to cause sound levels to at any time exceed 55 dB(A) for intervals of more than 15 minutes per hour as measured in the interior of the nearest occupied residence or school.

FIRE DEPARTMENT CONDITIONS

- 13. Underground fire line plans shall be submitted to the fire department, for review and approval for fire hydrant spacing and type prior to signing Mylar's.
- 14. Provide a title block on the set of Mylar's saying, 'Riverside County Fire Department'.
- 15. All residential homes shall have fire sprinklers. Plans shall be submitted to the fire department for review and approval prior to installation.
- 16. More than one road is required if it is determined that access by a single road may be insufficient due to terrain, location, travel distance, potential fire or life safety hazards, or other factors that could limit access or if vehicle congestion, or weather conditions could impair access points. CFC 2013.
- 17. Supplementary access points shall be located to facilitate evacuation and emergency operations and minimize congestion or obstruction during an emergency incident.
- 18. Industry standards: A minimum of two vehicle access points is required for any development containing 150 or more residential units.
- 19. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations." RVC Ord-787.7

- 20. The fire code official has reviewed the revisions for this project, and shall require additional access points, and to provide main street artery's for emergency vehicle ingress and egress. This will help support an evacuation during an emergency operation and would be required to help emergency vehicle faster response times.
- 21. Due to the number of residential homes that are being built within the project, a fire station is needed in this area. The payment of the fire station impact fee shall meet the requirements of this condition. Community Facilities District No. 93-1 dated November 2, 2004 includes Exhibit E Fee Credit Table that indicates that Fire Station Critical and Joint Facilities fees were paid for 3,387.28 dwelling units at a rate of \$181.00 per dwelling unit for a total of \$613,097.68, therefore the condition has been satisfied.

STANDARD CONDITIONS:

With respect to the conditions of approval for the referenced project, the Fire Department recommends the following fire protection measures be provided in accordance with City of Beaumont/Riverside County Ordinances and/or recognize fire protection standards:

- 22. FIRE FINAL and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code, California Fire Code, and other related codes which are in force at the time of building plan submittal.
- 23. FIRE FLOW REQUIREMENTS The Fire Prevention Bureau is required to set a minimum fire flow for the remodel or construction of all commercial buildings per CFC Appendix B, Table B105.1. The applicant/developer shall provide documentation to show that a water system exists and is capable of delivering 1,000 GPM for 2 hour(s) for duration at 20-PSI residual operating pressure must be available before any combustible material is placed on the job site. The required fire flow may be adjusted during the approval process to reflect changes in design, construction type, or automatic fire protection measures as approved by the Fire Prevention Bureau. Specific requirements for the project will be determined at time of submittal. California Fire Code 2010.
- 24. SUPER FIRE HYDRANTS Industrial, Commercial, Multi-family, Apartment, Condominium, Townhouse or Mobile Home Parks. A combination of on-site and offsite super fire hydrants (6" x 4" x 2 - 2 1/2") shall be located not less than 25 feet or more than 200 feet from any portion of the building as measured along approved emergency vehicular travel ways, and spaced no more than the required spacing per Appendix C, table C105.1 in feet apart in any direction. The fire flow shall be available from any adjacent fire hydrant(s) in the system. CFC Chapter 5, section 503.1.1 and Appendix B table – B105.1.

- 25. ALL WEATHER ACCESS ROAD Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved fire department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. Road shall be provided prior to construction, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. CFC Chapter 5, section 503.2.3.
- 26. 24 FOOT WIDTH, 15 FOOT VERTICAL Prior to construction and issuance of building permits, fire apparatus access roads shall have an unobstructed width of not less than 24 feet or as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less than 15 feet. CFC Chapter 5, section 503.2.1 & RVC Fire Ordinance 787.6.
- 27. 15 % GRADE Prior to construction, all roads, driveways and private roads shall not exceed 15 percent grade. Add: Grade transitions shall not exceed Riverside County Fire Department apparatus maximum approach and departure angles as determined by the Fire Chief. RVC Fire Ordinance # 787.6 CFC Chapter 5, section 503.2.7.
- 28. PHASING If construction is phased, each phase shall provide an approved emergency vehicular access for fire protection prior to any building construction. CFC Chapter 5, section 501.4.
- 29. DEAD ENDS Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. CFC Chapter 5, section 503.2.5.
- U/G WATER PLANS Prior to issuance of permits, the applicant/developer shall furnish
 (3) copies of the water system plans to the Fire Prevention Bureau for review. Plans shall
 be in accordance with Appendix B and Appendix C and section 508.1 of the CFC 2010:
 - Signed by a registered civil engineer or certified fire protection engineer.
 - Contain a Fire Prevention Bureau approval signature block.
 - Conform to hydrant type, location, spacing of new and existing hydrants, and a minimum fire flow required as determined by the Fire Prevention Bureau.
 - The post indicator valve and fire department connection shall be located to the front access side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access, and within 200 feet of an approved fire hydrant, and within 50 of an approved roadway or driveway or otherwise approved by the Fire Chief.
 - Guard posts or other approved means may be required to protect fire department inlet connections from vehicular damage. RVC Fire Ordinance 787.6 section 912.2.1.
 - After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire



hydrants shall be installed, and made serviceable prior to and during the time of construction, and accepted by the City of Beaumont Fire Prevention Bureau. CFC Chapter 5, 508, and the National Fire Protection Association 24 sec 1-4.1.

- Existing fire hydrants on public streets are allowed to be available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. CFC, Appendix A, & B and NFPA 24 section1-4.1.
- 31. BLUE DOT REFLECTOR Prior to issuance of Certificate of Occupancy or building final, "Blue Reflective Markers" shall be installed on private streets, public streets, and driveways to identify fire hydrant locations in accordance with City & RVC Fire Ordinance 787.6 specifications.
- 32. RESIDENTIAL NUMBERS Prior to issuance of Certificate of Occupancy or building final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching emergency vehicles. The numerals shall be not less than four (4) inches in height. CFC Chapter 5, section 505.1.
- 33. ROOFING Prior to Certificate of Occupancy or building final, all structures shall have fire retardant roofing materials (Class A & B roofs) as described in section 1504 of the CBC.
- 34. PAVED ACCESS- Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards.
- 35. ANGLE APPROACH The angle of approach and departure for any means of Fire Department access shall not exceed 1-foot drop in 20 feet, and the design limitations of the fire apparatus of the fire department shall be subject to approval by the AHJ. CFC Chapter 5, section 503.2.7.
- 36. FIRE SPRINKLERS Prior to issuance of Certificate of Occupancy or building final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans (3) sets shall be submitted to the Fire Prevention Bureau for approval prior to installation. No person shall remove or modify any fire protection system installed or maintained under the provisions of the California Fire Code without the approval by the Fire Chief. A Licensed C-16 contractor shall do all the work and/or certification. CFC Chapter 9, section 901.3.1, 903.1 & CBC Chapter 9, section 903.1.1.

- 37. SAFETY PRECAUTIONS Approval of the safety precautions for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals for specific operations or processes associated with such construction, alteration or demolition. Structure, facilities and conditions which in the opinion of the fire code official, constitute a distinct hazard to life or property. The fire code official is authorized to order the posting of signs in a conspicuous location in each structure. The posting of signs shall not be obscured, removed, defaced, mutilated, or destroyed.
- 38. FIRE DEPARTMENT INSPECTION APPROVAL Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved.
- 39. AUTHORITY TO INSPECT The Fire Prevention Bureau shall maintain the authority to inspect as often as necessary for buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety.
- 40. ALTERATIONS Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation.
- 41. MEDIAN CROSSOVERS Prior to Certificate of Occupancy all locations where medians are constructed and prohibit vehicular ingress/egress into or away from the site, provisions must be made to construct a median-crossover at all locations determined by the Fire Chief and the Public Works Director. Prior to the construction, design plans will be submitted for review and approval by the Public Works Director.
- 42. GATES All exterior security/emergency access gates shall be electronically operated and be provided with a Knox key switch for access by emergency personnel, that includes the Police Department's "E" key. Contact Beaumont Police Department at 951-769-8500 for any questions. Gate entrances shall be at least two feet wider than the width of the traffic lane (s) serving that gate. Any gate providing access from a road to a driveway shall be located at least 35 feet from the roadway and shall open to allow a vehicle to stop without obstructing traffic on the road. Where a one-way road with a single traffic lane provides access to a gate entrance, a 40-foot turning radius will be required. CFC Chapter 5, section 503.6.

- 43. KNOX SWITCH Gate (s) shall be opened by a Fire Department Knox Switch, and all gates shall be a minimum of 24 feet in width. Automatic gates shall be equipped with emergency backup power.
- 44. MULTI-FAMILY RESIDENCE Prior to issuance of Certificate of Occupancy or building final, all multi-family residences shall display the address in a visible location on the street side of the building and shall be clearly distinguishable from the fire apparatus access road. The building numerals shall be a minimum of twelve (12) inches in height and individual dwelling units shall be not less than four (4) inches in height and shall contrast with their background. The address shall be illuminated as approved by the Fire Department. CFC Chapter 5, section 505.1 & RVC Ordinance 787.7.
- 45. SINGLE FAMILY DWELLINGS Approved fire prevention standard fire hydrants (6" x 4" x $2 2 \frac{1}{2}$ ") shall be located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, with no portion of any lot frontage more than 250 feet from a fire hydrant. Minimum fire flow shall be 1,000 GPM for 2 hours at 20 PSI. Fire flow and flow duration for dwellings in excess of 3,600 square feet shall not be less than that specified in Appendix B, Table B 105.1, RVC 787.7 & CFC Chapter 5, and Appendix C, Table C 105.1.
- 46. ACCESS/ROAD LENGTH No cul-de-sac or dead-end road length shall exceed one thousand three hundred-twenty (1,320) feet in length. In any hazard fire area of Riverside County, no dead-end or cul-de-sac road shall exceed six hundred-sixty (660) feet in length. The Fire Chief based on city street standards shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. Riverside County Ordinance 787.7, CFC Chapter 5, section 503.2.5.
- 47. BUILDING OPENINGS Access to building openings and roofs shall be maintained readily accessible for emergency access by the fire department. Finished grade to be flat and accessible on all sides of the building were ground ladder access is the only means to reach the highest point on the building from the exterior. Obstructions will not be placed as to interfere with ground ladder placement. CFC Chapter 5, section 504.1 & RVC Ordinance 787.7.

AGENCY CONDITIONS

- 48. The subdivider shall comply with the requirements set forth in the City Public Works Department conditions.
- 49. The subdivider shall comply with the requirements of the Beaumont Police Department.
- 50. The subdivider shall comply with the requirements of the Beaumont Fire Department.



- 51. The subdivider shall comply with the requirements of the Beaumont-Cherry Valley Water District.
- 52. The subdivider shall comply with the requirements of the Southern California Gas Company.
- 53. The subdivider shall comply with the requirements as set forth by the Beaumont Unified School District.

RECORDATION CONDITIONS

Prior to the <u>RECORDATION</u> of any final map, all the following conditions shall be satisfied:

54. The subdivider shall submit written clearances to the Public Works Department that all pertinent requirements from the following agencies have been met:

City Fire Department City Police Department City Planning Department Beaumont Cherry Valley Water District Beaumont Unified School District

- 55. All public street road easements shall be offered for dedication to the public and shall continue in force until the governing body accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Public Works Department. Street names shall be subject to the approval of the Building Official. The final street sections, configurations and improvements shall be subject to the approval of the Public Works Department.
- 56. All delinquent property taxes, special taxes and assessments shall be paid to the Riverside County Tax Collectors Office.
- 57. Lots created by this subdivision shall comply with the following:
 - a. Lots created by this subdivision shall be in conformance with the development standards of the Oak Valley PGA Specific Plan.
 - b. All sewer, storm drain and other public utility crossings in side and rear yards to be located in fee title lots and not easements.

- 58. No lots fronting on knuckles, or cul-de-sacs shall have less than twenty-five (25) feet of frontage measured at the property line, with the exception of flag lots as approved by the Planning Department.
- 59. This subdivision may be recorded in phases subject to the following:
 - a. Phasing, including phase boundaries and sequencing, shall be subject to Planning Department approval.
 - b. Common open space area improvement phasing shall be required subject to Planning Department approval.
- 60. Consistent with City standards and the Beaumont General Plan, the subdivider is obligated to provide fully improved park space at a ratio of 5 acres per 1,000 population. Said conditions of approval require of park improvements and/or fees, and these requirements shall be applicable as set forth in the conditions of approval for the Oak Valley PGA Specific Plan.
- 61. The maintenance and management of common open space areas and common facilities shall be conducted as set forth herein and approved by the Planning Department. All provisions of said condition shall be satisfied prior to map recordation.
- 62. The subdivider shall be responsible for the provision of a fair share of the necessary roadway, water, sewer and drainage facilities for the orderly implementation of the Oak Valley PGA Specific Plan and the existing master plans for these facilities. Prior to recordation, the subdivider shall work with the City and the Public Works Department to establish the necessary financing and implementation measures to ensure the provision of a fair share of such necessary facilities or provide documentation that this has been satisfied per the Development Agreement dated November 18, 2003 (Resolution No. 1987-34) between the City of Beaumont and LB/L—Suncal Oak Valley LLC which is was assumed by SDC Fairway Canyon, LLC, a Delaware limited liability company on June 1, 2012 via Document# 2012-0253906 and Community Facilities District (CFD) 93-1 dated November 2, 2004.
- 63. Prior to recordation of the final map, the applicant shall remove the minimum setback notes from the map.

GRADING CONDITIONS

64. Detailed landscaping and irrigation plans shall be submitted to and approved by the Planning Department for the phase of development in process. The plans shall address all areas and aspects of the tract requiring landscaping and irrigation to be installed



including, but not limited to, parkway planting, recreation trails, street trees, slope planting, common area and/or park landscaping. The plans shall be certified by a landscape architect, and shall provide for the following:

- a. Permanent automatic irrigation systems shall be installed on all landscaped areas requiring irrigation. Low water use systems shall be specified.
- b. Landscape screening where required shall be designed to be opaque up to a minimum height of six (6) feet at maturity.
- c. All utility service areas and enclosures shall be screened from view with landscaping and decorative barriers or baffle treatments, as approved by the Planning Department. Utilities shall be placed underground wherever feasible.
- d. Landscaping plans shall incorporate the use of specimen accent trees (24" box minimum) at key visual focal points within the project.
- e. Landscaping plans shall incorporate native, low water using and drought tolerant plants where appropriate. All Landscaping shall be in compliance with Beaumont Municipal Code Chapter 17.06.
- f. All specimen trees on the subject property shall be shown on grading plans. Trees intended for retention and/or removal shall be so noted on the project grading plans. Replacement trees for those to be removed shall also be shown on the project grading plans.
- g. All trees shall be minimum double-staked. Weaker and/or slow-growing trees shall be steel-staked.
- h. trees proposed within 10 feet of any Right-of-Way shall provide for a 36" deep root barrier.
- 65. Three (3) sets of detailed landscaping and irrigation plans shall be submitted pursuant to the Conditions of Approval with the applicable processing fee.
- 66. Driveways shall be designed so as not to exceed a fifteen (15) percent grade.
- 67. A qualified paleontologist shall be retained by the subdivider for consultation and comment on the proposed grading with respect to potential paleontological impacts. Should the paleontologist find the potential is high for impact to significant resources, a pre-grade meeting between the paleontologist, the City Public Works Department and the



grading contractor shall be arranged. When necessary, the paleontologist or representative shall have the authority to temporarily divert, redirect, or halt grading activity to allow recovery of fossils. The paleontologist shall submit in writing to the Planning Department the results of the initial consultation and details of the fossil recovery plan if recovery was deemed necessary.

BUILDING CONDITIONS

Prior to the issuance of <u>BUILDING PERMITS</u>, all the following conditions shall be satisfied:

68. The subdivider shall submit written clearances to the Planning Department that all pertinent requirements from the following agencies have been met:

City Public Works Department Beaumont Unified School District Beaumont-Cherry Valley Water District Beaumont Fire Protection Department Beaumont Planning Department

- 69. Prior to merchant builder submittal of architectural building plans and wall and fence plans to the Planning Department, an acoustical study shall be performed by an acoustical engineer to establish appropriate mitigation measures that shall be applied to individual dwelling units within the subdivision to reduce ambient interior noise levels to 45 Ldn. The study shall be submitted to the Planning Department for review with review fee as set in the Fee Schedule or at actual hourly cost and the approved recommendations shall be incorporated into the architectural building plans and wall and fence plans.
- 70. A detailed wall and fencing plan shall be submitted to and approved by the Planning Department & Public Works Department and shall show all project walls and fencing including but not limited to perimeter fencing, side and rear yard fencing, and open space or park fencing. A typical elevation of all walls and fences shall be shown on the wall and fencing plan. Decorative block walls shall be constructed along all side or other yards adjacent to streets, or which are plainly visible, and in locations as may be required by the Planning Department.
- 71. Roof-mounted mechanical equipment shall not be permitted within the subdivision, however, solar equipment or any other energy saving devices shall be permitted with Planning Department approval.
- 72. Building separation between all buildings shall not be less than as set forth in the California Building Code.



- 73. All street side yard setbacks shall be a minimum of ten (10) feet.
- 74. All front yards shall be provided with landscaping and automatic irrigation systems and adhere to Municipal Code Chapter 17.06 Landscaping Standards, as approved by the Planning Department. Additionally, all front yard landscaping shall be installed with drought tolerant landscaping.
- 75. No wood fencing is permitted in this development. All fencing materials shall be masonry, vinyl or tubular steel, as approved by the Planning Department.
- 76. All utility connections and easements shall be placed underground and shall not encroach into the driveway area unless otherwise approved by the Public Works Department.
- 77. A minor plot plan for all residential buildings, garages and accessory buildings for residential products shall be submitted to the Planning Department accompanied by applicable filing fees for a minor plot plan not subject to the California Environmental Quality Act and not subject to review by any governmental agency other than the City of Beaumont. The minor plot plan shall be subject to the approval of Planning Department and shall contain the following elements:
 - a. A final site plan (1"=30' minimum scale precise grading plan) showing all lots, building footprints, setbacks, walls, fencing, the floor plan and elevations of individual lots.
 - b. One (1) color and materials sample board containing precise color texture and material swatches or photographs (which may be from supplier's brochures). Indicate on the sample board the name, address and phone number of the preparer and the project applicant, the tract number, and the manufacturer and product numbers when feasible (trade names also acceptable).
 - c. One (1) set of architectural elevations colored to represent the selected color combinations, with symbols keyed to the color and materials sample board. Brief written color and material descriptions shall be located on the colored elevations. No landscaping or other enhancements shall be shown on the elevations. All residential structures shall be provided with "four-sided" architectural features. With respect to residential structures, this may take the form of edge trim on all exterior doors or windows, or other methods as approved by the Planning Department. Enhanced or upgraded rear and side facing architectural features shall be included for dwelling units adjacent to and visible from parks, walkways, and public roadways.
 - d. Detailed wall and fencing plan for the subdivision, including colors, materials and location details.



- e. Five (5) sets of photographic or color laser prints (8 X 10 in.) of the sample board and colored elevations shall be submitted for permanent filing.
- 78. All residential units shall be served by a minimum of two access points at all times, for proper circulation and emergency vehicle ingress and egress, as approved by the Fire Department.
- 79. Street Improvement Plans shall be prepared to the satisfaction of the Public Works Department. Additionally, Street Lighting plans in accordance with the City of Beaumont Outdoor Lighting ordinance shall be submitted in conjunction with the Street Improvement Plans. Street Lights shall be reviewed and approved by the Planning and Building Department with appropriate fees paid. All Mailbox clusters shall have appropriate lighting as approved by the City.
- 80. No side-entry garages shall be proposed for this subdivision.

FINAL INSPECTION/OCCUPANCY CONDITIONS

Prior to the <u>FINAL BUILDING INSPECTION</u> or issuance of <u>OCCUPANCY PERMITS</u>, whichever occurs first, all the following conditions shall be satisfied:

- 81. Decorative block and sound walls shall be constructed subject to the approval of the Public Works Department and Planning Department. A graffiti resistant coating or landscaping shall be provided on all block walls.
- 82. Wall and fence locations shall conform to the approved wall fencing plan and approved landscape and irrigation plans.
- 83. All landscaping and irrigation shall be installed in accordance with approved plans. If the seasonal conditions do not permit planting, interim landscaping, and erosion control measures shall be utilized as approved by the Planning Department and the Public Works Department.
- 84. A licensed landscape architect shall provide a Compliance Letter to the Planning Department and the Public Works Department stating that the landscape and irrigation system has been installed in compliance with the approved landscaping and irrigation plans, Municipal Code and conditions of approval. The Compliance Letter shall be submitted at least three (3) working days prior to any final building inspection or issuance of any occupancy permits, whichever occurs first.



- 85. All landscaping and irrigation shall be installed in accordance with approved plans and shall be verified by a City field inspection and applicable fees paid at the direction of the Planning Department.
- 86. All driveways shall be concrete paved.
- 87. Access roads, street improvements, all agency requirements, parking areas and security lighting shall be constructed in accordance with approved improvement plans and specifications.
- 88. Clearance shall be obtained from the Beaumont Fire Department, and all fire protection improvements shall be in place as approved by the Fire Chief.

PUBLIC WORKS CONDITIONS

GENERAL

The following is a non-inclusive list of items that may be required by the Public Works Department:

A. Plans:

- Recorded Parcel Map 37366
- Final Map
- Street Improvement Plan
- Street Light Plan
- Landscape Plan offsite
- Rough Grading Plan
- Precise Grading Plan
- Erosion Control Plan
- Retaining wall Plan (for line and grade only)
- Sewer Improvement Plan
- Sewer Lift Station and Forced Main Plan
- BCVWD Water Improvement Plan
- Storm drain Improvement Plans
- Traffic Control Plan



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- B. Reports & Studies:
 - Traffic Impact Analysis (TIA)- TIA used for EIR is acceptable
 - Soils Investigation Report
 - Pad Certification
 - Stormwater Pollution Prevention Plan (SWPPP)
 - Hydrology and Hydraulics Report
 - Preliminary Water Quality Management Plan (P-WQMP)- (P-WQMP submitted and approved)
 - Final Water Quality Management Plan (F-WQMP)
 - Offsite Improvement Engineer's Cost Estimate (ECE)
- C. Permits and agreements:
 - CWA Section 401 Certification to Protect Wetlands (401 Certification)
 - CWA Section 404 Permit (404 Permit)
 - Fish and Game Code section 1602 (Streambed Alteration Agreement
 - Permission to Grade and Construction agreements
 - WQMP Covenant and Agreement
 - City Grading Permit
 - City Dirt Haul Permit
 - City Encroachment Permit
 - County Encroachment Permit
 - Subdivision Improvement Agreement
 - Performance Bond
 - Labor & Material Bond
 - Survey Monument Bond
 - Maintenance Bond
 - Homeowners Association Covenants, Conditions and Restrictions (CC&Rs)
- 89. The design of public infrastructure elements shall conform to the requirements of the City's General Plan, Water Quality Management Plan, Master Plans, City of Beaumont Standards, Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification, Caltrans Standard Specifications and the Standard Specifications for Public Works Construction, current edition.



- 90. The design of private site improvements and grading work outside of road right of way shall conform to the latest edition of California Building Code (CBC) and the City of Beaumont standards and practices.
- 91. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist or Registered Professional Surveyor in the State of California, and submitted to the Public Works Department for review and approval.
- 92. Applicant shall coordinate with affected utility companies and obtain any permits as necessary for the development of this project.
- 93. The Applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan and improvement plans, where applicable.
- 94. The Applicant shall obtain an Encroachment Permit, as required from the appropriate agency, for all work within the public right-of-way.
- 95. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act).
- 96. Projects with multiple phases shall submit a plan clearly showing the public improvements to be constructed with each phase of the project. Public improvements identified shall be constructed to the satisfaction of the Public Works Director prior to issuance of the 1st certificate of occupancy (COO) for that phase.
- 97. The Applicant shall submit a copy of Covenants, Conditions and Restrictions (CC&Rs) to the city for conformance review. The CC&Rs shall be enforceable by the Homeowners Association (HOA), shall not be amended without City approval, shall require maintenance of all property in a good condition, and be in accordance with all City Ordinances.
- 98. The HOA shall be responsible for operating and maintaining all stormwater basins, water quality basins, parkway landscaping and private open space constructed as part of this project, unless otherwise approved by the Planning and Public Works Department.

MAPPING

99. PRIOR TO OBTAINING ANY BUILDING PERMIT: The final map must be recorded.



- 100. PRIOR TO MAP RECORDATION: Parcel Map No. 37366 shall be approved and recorded.
- 101. PRIOR TO MAP RECORDATION: the following plans shall be approved by the City and applicable agencies:
 - A. Street Improvement Plan
 - B. Signing and Striping Plan
 - C. Street Light Plan
 - D. Storm Drain Improvement Plan
 - E. Final WQMP
 - F. Sewer Improvement Plan
 - G. Lift Station Improvement Plan
 - H. Force Main Improvement Plan
 - I. Water Improvement Plan
- 102. PRIOR TO FINAL MAP RECORDATION: The applicant shall prepare the map in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification; Riverside County Ordinance 460; and RCTD Map Preparation Manual.
- 103. PRIOR TO FINAL MAP RECORDATION: The applicant shall pay all applicable fees consisting of, but not be limited to, area drainage fee; bridge and major thoroughfare fees. Per the Municipal Code, certain fees may be delayed to building permit issuance.
- 104. PRIOR TO FINAL MAP RECORDATION: The applicant shall prepare and fully execute a Subdivision Improvement Agreement (SIA) with the City (On City approved format and forms). If the final map and/or improvements will be phased, an SIA will be required for each phase.
- 105. PRIOR TO FINAL MAP RECORDATION: The applicant shall provide securities guaranteeing the payment of the cost for all public improvements. The securities shall include Faithful Performance and labor and materials for 100% of the approved Engineer's Cost Estimate (ECE).
- 106. PRIOR TO FINAL MAP RECORDATION: The Applicant shall comply with Government Code Section 66436(a)(3) before approval of the final map and shall provide "no objection" letters from all public entities or utilities.



- 107. PRIOR TO FINAL MAP RECORDATION: When changes to an approved Tentative Map are proposed, a Substantial Compliance Exhibit, in the same scale as the Tentative Map, shall be submitted for review and approval by the Public Works Director.
- 108. PRIOR TO FINAL MAP RECORDATION: Monuments shall be provided in accordance with Section 8771 of the Business and Professions Code. Cross-ties shall be set in top of curbs and tie sheets shall be submitted to the Public Works Department. Per the Subdivision Map Act, Section 66496, internal monuments may be set at a later date if the applicant furnishes security guaranteeing the payment of the cost of setting such monuments.
- 109. PRIOR TO FINAL MAP RECORDATION: The applicant shall provide an easement to, over and across all private water quality, stormwater and drainage basins, to be dedicated to the City, for ingress, egress and right to inspect. The City will not maintain any basin unless expressly stated in writing by the Public Works Director.
- 110. PRIOR TO FINAL MAP RECORDATION: The applicant shall show all right-of-way dedications necessary for the construction of all streets, on the Final Map, including but not limited to:
 - A. All interior streets, as shown on Tentative Map No. 37697 dated October 2019, show a full-width dimension of 50-feet right-of-way to right-of-way (50-feet R/W width). The interior streets are based on the adopted Specific Plan and not a City standard. Therefore, the applicant shall be conditioned to construct the typical sections as shown on said tentative map and adopted Specific Plan. The Applicant shall verify that the appropriate right-of-way exist and/or the Applicant shall dedicate all additional right-of-way necessary to achieve the required 50-feet full-width.
 - B. Per separate instrument, additional right-of-way shall be dedicated along Street "D" to allow for the construction of improvements conditioned under the "Street Improvements" section of this document.
 - C. The applicant shall dedicate on the final map, a five foot (5') public utility easement (PUE) coincident with the interior right-of-way, each side of a typical street.
- 111. PRIOR TO FINAL MAP RECORDATION: The right-of-way corner cutback shall be established per RCTD std. 805 as follows: Along a straight line projected from the intersection of the radial line passing through the beginning of the curb return, and the corresponding right-of-way line to the intersection of the radial line, passing through the

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end of the curb return at the corresponding right-of-way line, or as directed by the Engineering Department.

- A. The applicant has requested a deviation from std. 805 for various locations. The deviations will be accepted, as currently shown on the tentative map. The applicant is still required to meet all ADA requirements and no public improvement shall encroach into private property.
- 112. PRIOR TO FINAL MAP RECORDATION: The Applicant, at its sole expense, shall obtain all right-of-way or easement acquisitions necessary to implement any portion or condition of this map, including public improvements; off-site grading & construction; offsite street requirements; offsite sewer requirements; storm drain improvements; or any other requirement or condition, prior to the City's consideration of the final map.
- 113. PRIOR TO FINAL MAP RECORDATION: The Applicant shall show all drainage, landscaping, open space or other non-residential use lots, as lettered lots on the final map.
- 114. PRIOR TO FINAL MAP RECORDATION: The Applicant shall provide all agreements for permission to construction and grade for all applicable offsite areas that currently do not have a recorded easement.

STREET IMPROVEMENTS

- 115. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall prepare the Street Improvement plan, Signing and Striping plan, and Street Light Plan in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; Riverside County Transportation Department (RCTD) Road Improvement Standards & Specification (Ordinance 461); Riverside County Ordinance 460; and California M.U.T.C.D.
- 116. PRIOR TO ISSUANCE OF ENCROACHMENT OR GRADING PERMIT: The Applicant shall coordinate the design of any public infrastructure that encroaches within the County right-of-way. Written approval shall be provided to the Public Works Department.
- 117. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The Applicant shall submit a Construction Traffic Management Plan per the California M.U.T.C.D., for review and approval by the Public Works Director.

- 118. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall analyze the turning radii for impact to the maneuverability of fire apparatus and demonstrate adequate clearance. Any deficiencies will need to be identified and discussed with the Public Works Director.
- 119. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall replace any sidewalk, curb and gutter, drive approach, AC pavement or other improvement damaged during construction as determined necessary by the Public Works Director. If the improvements are phase, the condition is applicable to the 1st COO of the corresponding phase.

TUKWET CANYON PARKWAY (DIVIDED COLLECTOR 78' R/W)

- 120. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct full-width improvements for Tukwet Canyon Parkway, coincident with the tract boundary and from the tract boundary to Oak Valley Parkway, continuous and inclusive of all intersections. The applicant shall secure all right-of-way necessary by separate instrument. If the improvements are constructed by others, this condition, or portions of, will not be applicable. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 28-feet from street centerline, each side. Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. 14' wide raised median shall be per RCTD std. 113, or as directed by the Public Works Director.
 - D. Street structural sections shall be designed with a Traffic Index per soils recommendations (7.0 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.
 - E. Tukwet Canyon Parkway shall be designated as a weight restricted road. The Applicant shall install signs with a weight restriction provided by the Public Works Director at the time of construction.

STREETS "A", "B", "C", "E", "F" & "G"



- 121. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct full-width improvements for Streets "A", "B", "C", "D", "E", "F" & "G" per the alignment shown on said tentative map. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 18-feet from street centerline, each side. Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (5.5 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.

Street "D"

- 122. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct half-width improvements for Street "D", per the alignment shown on said tentative map. The improvements shall include:
 - A. 6" Curb and Gutter per RCTD std. 200 @ 18-feet from street centerline, south side. Curb height may be increased to mitigate the 10-year storm event, as directed by the Public Works Director;
 - B. Sidewalks shall be curb-adjacent type per RCTD std. 401 and the adopted specific plan, unless otherwise directed by the Planning Department;
 - C. Street structural sections shall be designed with a Traffic Index per soil engineer's recommendations (5.5 minimum). Preliminary soils investigations shall be used by the Engineer to determine an appropriate R-value and the pavement and base thickness based on the established Traffic Index. In no case shall the minimum pavement section be less than 4" AC/6" AB.
 - D. If existing improvements do not exist along Street "D" at the time of construction, the applicant shall construct a 10-feet wide paved lane north of the centerline for a total paving width of 28'. The applicant shall secure all right-of-way necessary by separate instrument.

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GRADING AND DRAINAGE

- 123. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall prepare the grading plans in accordance with the City of Beaumont Municipal Code, General Plan, Specific Plan, and standards; California Building Code (current edition); and recommendations of a soil engineer.
- 124. PRIOR TO ISSUANCE OF A GRADING PERMIT: The applicant shall obtain a National Pollutant Discharge Elimination System (NPDES) Construction General Permit for stormwater discharges associated with construction activities as required by the California Water Resources Control Board.
- 125. PRIOR TO ISSUANCE OF A GRADING PERMIT: A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and submitted to the California Water Resources Control Board. The developer shall be responsible for implementation, monitoring, operation, and maintenance of the SWPPP until all improvements have been accepted by Public Works Department or construction is complete, whichever is later.
- 126. PRIOR TO ISSUANCE OF A GRADING PERMIT: A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be provided to the Public Works Department.
- 127. PRIOR TO ISSUANCE OF GRADING PERMIT: As part of the Grading Plan Submittal Application, the Applicant shall submit for review and approval, a Final Drainage Report. The Final Drainage Report be in substantial conformance with the approved preliminary drainage report. The project shall:
 - A. Follow the general guidelines set forth by Riverside County Flood Control and Water Conservation District's (RCFC&WCD) Hydrology Manual.
 - B. Design all conveyances to handle the peak flow from a 100-year event.
 - C. Examine the 10-year and 100-year storm events utilizing the RCFC&WCD rational method. The 10-year storm flow shall not exceed the top of curb depth. 100-year storm flow shall not exceed the right-of-way line. If the 10-year storm flow exceeds the top of curb depth, underground storm drain facilities will be required;
 - D. Examine the 2, 10 and 100-year storm frequencies in combination with the 1,3,6 and 24-hour storm durations utilizing the RCFC&WCD synthetic unit hydrograph method;
 - E. Mitigate for increased runoff by directing drainage to a downstream facility that has sufficient capacity or mitigate the increased runoff onsite.



- 128. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a rough grading plan. The grading design shall incorporate the following:
 - A. conform to the standards of the latest edition of the California Building Code (CBC) and the Beaumont Municipal Code;
 - B. Setbacks for cut/fill slopes from the property line shall be in accordance with the CBC or as approved by the Public Works Director;
 - C. Lots shall be designed and graded to drain to abutting street, on which the driveway for the respective lot will occur. No lot shall drain onto adjacent properties. Drainage devices shall be required to convey storm water from lot onto abutting street. Curb cores shall be required for onsite lot drainage to discharge out into abutting street;
 - D. Building foundation clearance requirements for top of slope and toe of slope shall conform to (Chapter 18 Soils and Foundations) of the latest edition of the California Building Code;
 - E. Design the site to adequately intercept and convey all off-site run-on through the site and discharge in a manner which will not increase damage, hazard, or liability to adjacent or downstream properties;
- 129. ADVISORY CONDITION: The project has several proposed slopes with a height close to 30 feet. Slope in excess of 30 feet will not be permitted in the field.
- 130. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall design the extended detention basin per the Riverside Flood Control District, LID manual and include the following:
 - A. An access road that allows easy access to the bottom of the basin for maintenance;
 - B. An emergency overflow weir or spillway;
 - C. Drain within 72 hours or otherwise comply with relevant standards for vector control. If the 72-hour limit cannot be reached, the applicant shall implement other features to meet the requirement. This may include dry-wells, underdrain, larger surface area, etc;
 - D. Security fencing along the perimeter of the basin w/ appropriate signage;
 - E. Fire Department Rapid Entry System;
 - F. Access from public right-of-way.
- 131. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall adhere to all Federal Emergency Management Agency (FEMA) regulations and requirements in the



event that existing drainage patterns are affected by this development. The applicant shall submit to the City of Beaumont and to any governing Federal agency for review and approval, all necessary calculations.

- 132. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a soils/ geology report.
- 133. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, an Erosion Control Plan that addresses Site Construction BMPs.
- 134. PRIOR TO ISSUANCE OF GRADING PERMIT: The applicant shall submit for review and approval, a Final WQMP (F-WQMP). The F-WQMP shall be in substantial conformance with the approved preliminary Project-Specific WQMP and the document "Water Quality Management Plan – A Guidance Document for the Santa Ana Region of Riverside County," dated October 2012 (Guidance Document)
- 135. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall record a "Covenant and Agreement" with the County Recorder, or other instrument acceptable to the City, to inform future property owners of the requirement to implement the approved project-specific WQMP for each parcel.
- 136. PRIOR TO ISSUANCE OF GRADING PERMIT: The Applicant shall obtain all permits and approvals from all regulatory agencies with jurisdiction over any portion of this project. Potentially including, but not limited to: Riverside County Flood Control, State Department of Fish and Game, State Water Resource Control Board and US Army Corps of Engineers.
- 137. CONCURRENT WITH GRADING OPERATIONS: Any grading and/or utility excavations and backfilling, both on and off site, shall be done under the continuous direction of a licensed geotechnical/civil engineer who shall obtain all required permits and submit reports on progress and test results to the Public Works Director for review and approval as determined by the City. Upon completion of all soils related work, the geotechnical engineer shall submit a final report to the Public Works Director for review and approval, which may require additional tests at the expense of the applicant.
- 138. CONCURRENT WITH GRADING OPERATIONS: The Applicant shall construct temporary drainage facilities and erosion control measures to minimize erosion and silt deposition.
- 139. PRIOR TO FOUNDATION TRENCHING: The applicant shall submit a soil compaction report to the City for review and approval.

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140. PRIOR TO OBTAINING ANY BUILDING PERMIT: The applicant shall submit pad certifications letters and pad compaction reports to the City for review and Approval.

STORM DRAIN IMPROVEMENTS

- 141. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall design the storm drain system and facilities in accordance with Beaumont Municipal Code, General Plan, Specific Plan, and Standards; the Riverside County Flood Control District standards; hydrology manual; and Low Impact Development (LID) BMP Design Handbook.
- 142. PRIOR TO ISSUANCE OF GRADING PERMIT: All storm drains, catch basins, and storm water structures shall be provided with trash capture devices that conform with the approved trash capture list issued by the State Water Board.
- 143. PRIOR TO ISSUANCE OF A GRADING PERMIT: The stormwater generated within the development shall be captured into appropriate drainage facilities. The stormwater shall be treated per the requirements of the approved P-WQMP.
- 144. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall construct all storm drain facilities to accommodate WQMP requirements and Hydraulic Conditions of Concerns (HCOC) requirements. If the improvements are constructed by others, this condition, or portions of, will not be applicable. The improvements shall consist of:
 - A. Storm drain network within the tract boundary;
 - i. Including all catch basins and facilities necessary for the complete operation and conveyance of storm water and treated water.
 - B. Storm drain network from the tract boundary to the Sorenstam Water Quality Basin;
 - i. Including all catch basins and facilities necessary for the complete operation and conveyance of storm water and treated water.
 - ii. Including all laterals, catch basins, manholes, junctions, transitions and other facilities within Tukwet. The applicant shall extend all future connections to outside Tukwet right-of-way and bulkhead as necessary.
 - C. Sorenstam Water Quality Basin;
 - iii. Basin shall be constructed with the same requirements as the extended detention basin.



- D. PRIOR TO ISSUANCE OF AN ENCROACHMENT PERMIT: The applicant shall secure all right-of-way and/or easements necessary for the complete construction and operation of all facilities.
- 145. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): All storm drains, catch basins, and storm water structures shall be provided with trash capture devices that conform with the approved trash capture list issued by the State Water Board.

SEWER IMPROVEMENTS

- 146. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The sanitary sewer system shall be designed and constructed to collect and convey sewage to the City's Upper Oak Valley Lift Station in accordance with the Master Sewer Plan and Beaumont Municipal Code, Eastern Municipal Water District (EMWD) standards, and as follows:
 - A. The minimum pipe size for sewer shall be 8";
 - B. All sewer laterals from homes shall be connected to the sewer main in the street.
 - C. Gravity sewer pipes 12" or less in diameter shall be designed to flow at a maximum depth of one-half of the pipe diameter. Sewer flow calculations shall be provided;
 - D. Gravity sewer pipes 15" or larger shall be designed to flow at a maximum depth of three-quarters of the pipe diameter. Sewer flow calculations shall be provided;
 - E. Sewer line locations shall follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the Public Works Director for review and approval.
- 147. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall design and construct the sewer network necessary for the complete operation of the sewer system which includes:
 - A. The entire sewer system within the tract boundary;
 - B. All necessary sewer mains that occur outside the tract boundary;
 - C. Sewer lateral wyes along any of the mains constructed as part of this tract, for all future connections;
 - D. Lift station;



- E. Forced main lines and gravity lines that will connect the lift station to the existing Upper Oak Valley lift station, and all necessary facilities.
- 148. PRIOR TO ISSUANCE OF 1st OCCUPANCY PERMIT (COO): The Applicant shall design and construct a sewer lift station and force main per EMWD standards. Redundant pumps and a bypass system for the lift station shall be incorporated into the design of the lift station. The applicant shall secure all right-of-way and/or easements necessary for the complete construction and operation of all facilities. If the improvements are constructed by others, this condition, or portions of, will not be applicable.
- 149. PRIOR TO ANY BUILDING PERMIT AND PRIOR TO CONNECTING TO A PUBLIC SEWERAGE SYSTEM: The applicant shall pay the sewage disposal facility charge (connection fee) for not less than 25 percent of the lots to which sewers are available before the connection to the City system is made and shall pay the charge for each additional lot thereafter upon building permit or connection for the respective lot(s).
- 150. ADVISORY CONDITION: The existing Mesa sewer lift station is currently (2020) being assessed for capacity as part of a citywide Master Sewer Plan update. It is anticipated that the existing lift station has some capacity for this development; however, the assessment will identify the available capacity. The City may elect to develop a Capital Improvement Project to increase capacity based on need, available funding and schedule.

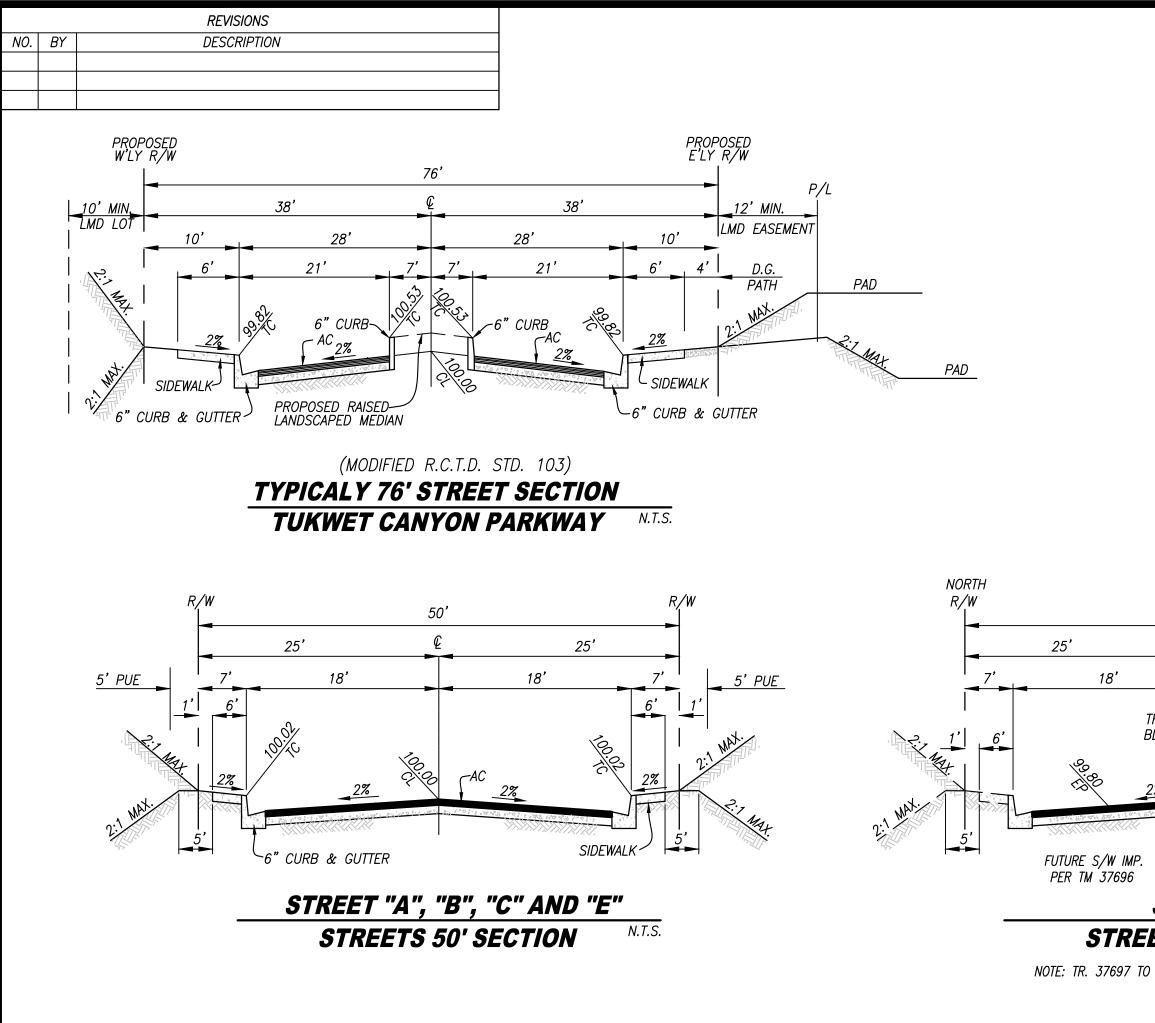
WATER IMPROVEMENTS

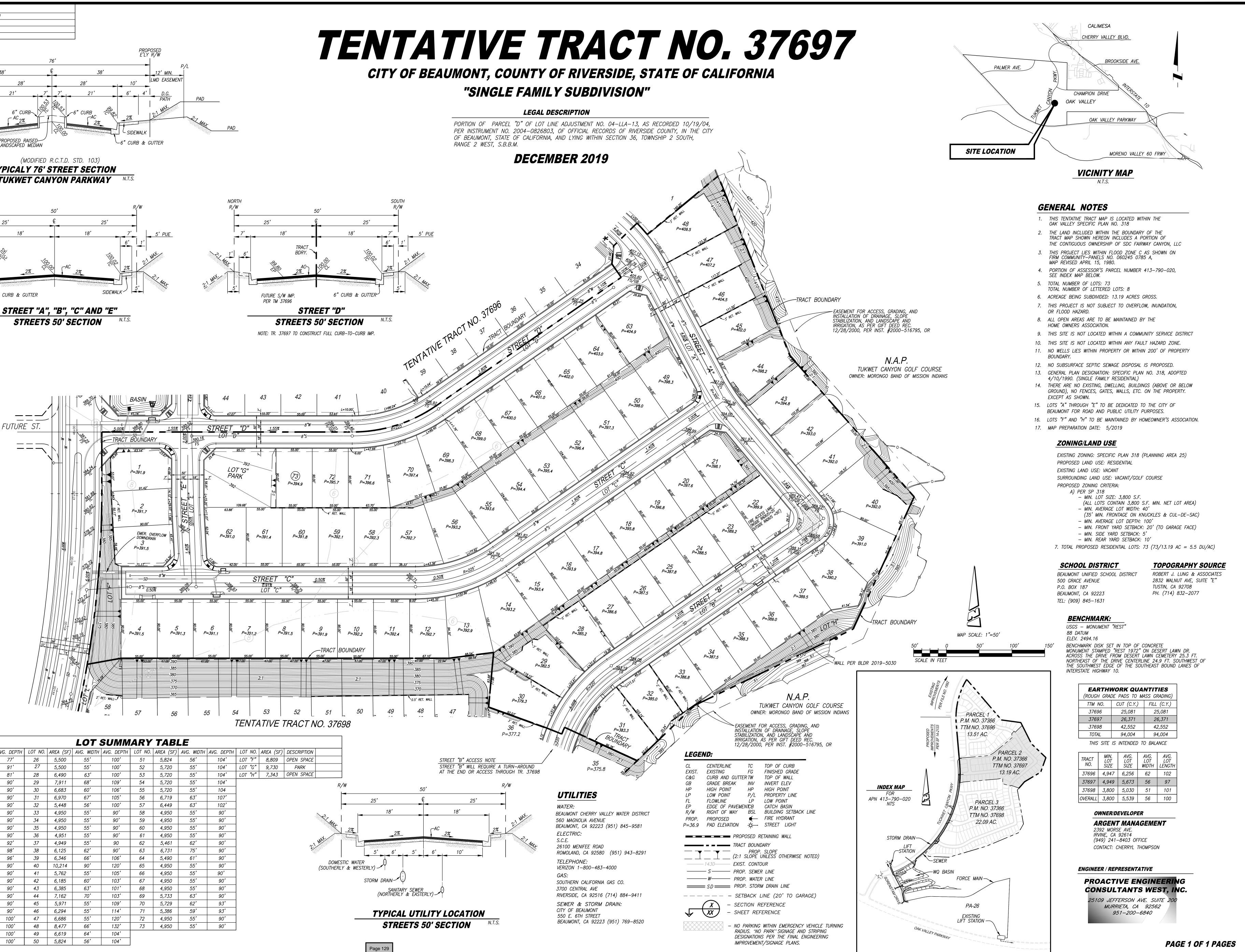
- 151. PRIOR TO FINAL MAP RECORDATION: The Applicant shall be responsible for obtaining potable water and reclaimed water for the development.
- 152. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall comply with the requirements of the Beaumont Cherry Valley Water District.
- 153. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall ensure all fire hydrants; air vacs and other above ground water facilities are placed outside of sidewalk areas. Water meter boxes and vaults, valve covers, etc. may be placed within sidewalks or paved areas provided such devices are set flush with the finished surfaces and are properly rated for chosen locations as approved by the Public Works Director.
- 154. PRIOR TO ISSUANCE OF OCCUPANCY PERMIT (COO): The applicant shall ensure that water line locations follow the State Department of Health requirements for water line and sewer line separations both horizontally and vertically. If pertinent conditions do



not allow for the required separations horizontally and vertically, the proposed separations shall be submitted to the Public Works Director for review and approval.

End of Conditions





						LUI	JUIVIIVI	ARI	IADI					
LOT NO.	AREA (SF)	AVG. WIDTH	AVG. DEPTH	LOT NO.	AREA (SF)	AVG. WIDTH	AVG. DEPTH	LOT NO.	AREA (SF)	AVG. WIDTH	AVG. DEPTH	LOT NO.	AREA (SF)	D
1	5,604	64'	77'	26	5,500	55'	100'	51	5,824	56'	104'	LOT "F"	8,809	0
2	4,974	55 '	91'	27	5,500	55'	100'	52	5,720	55'	104'	LOT "G"	9,730	
3	5,412	62'	81'	28	6,490	63'	100'	53	5,720	55'	104'	LOT "H"	7,343	0
4	4,950	55 '	90'	29	7,911	68'	109'	54	5,720	55'	104'			
5	4,950	55 '	90'	30	6,683	60'	106'	55	5,720	55'	104	1		
6	4,950	55 '	90'	31	6,970	67'	105'	56	6,719	63'	107'	1		
7	4,950	55 '	90'	32	5,448	56'	100'	57	6,449	63'	102'	1		
8	4,950	55 '	90'	33	4,950	55'	90'	58	4,950	55'	90'	1		
9	4,950	55 '	90'	34	4,950	55'	90'	59	4,950	55'	90'			
10	4,950	55 '	90'	35	4,950	55'	90'	60	4,950	55'	90'			
11	4,950	55 '	90'	36	4,951	55'	90'	61	4,950	55'	90'	1		
12	5,217	57 '	92'	37	4,949	55'	90	62	5,461	62'	90'	1		
13	5,886	61'	98'	38	6,125	62'	90'	63	6,731	75'	90'			
14	6,053	66'	96'	39	6,346	66'	106'	64	5,490	61'	90'	1		
15	4,950	55 '	90'	40	10,214	90'	120'	65	4,950	55'	90'	1		
16	4,950	55 '	90'	41	5,762	55'	105'	66	4,950	55'	90'	1		
17	4,950	55 '	90'	42	6,185	60'	103'	67	4,950	55'	90'	1		
18	4,950	55 '	90'	43	6,385	63'	101'	68	4,950	55'	90'			
19	4,950	55 '	90'	44	7,162	70'	103'	69	5,733	63'	90'	1		
20	4,950	55 '	90'	45	5,971	55'	109'	70	5,729	62'	93'	1		
21	6,236	70 '	90'	46	6,294	55'	114'	71	5,386	59'	93'	1		
22	6,077	63'	100'	47	6,686	55'	120'	72	4,950	55'	90'	1		
23	5,500	55 '	100'	48	8,477	66'	132'	73	4,950	55'	90'			
24	5,500	55 '	100'	49	6,619	64'	104'							
25	5,500	55 '	100'	50	5,824	56'	104'							



TTM37696, 37697 & 37698 General Plan



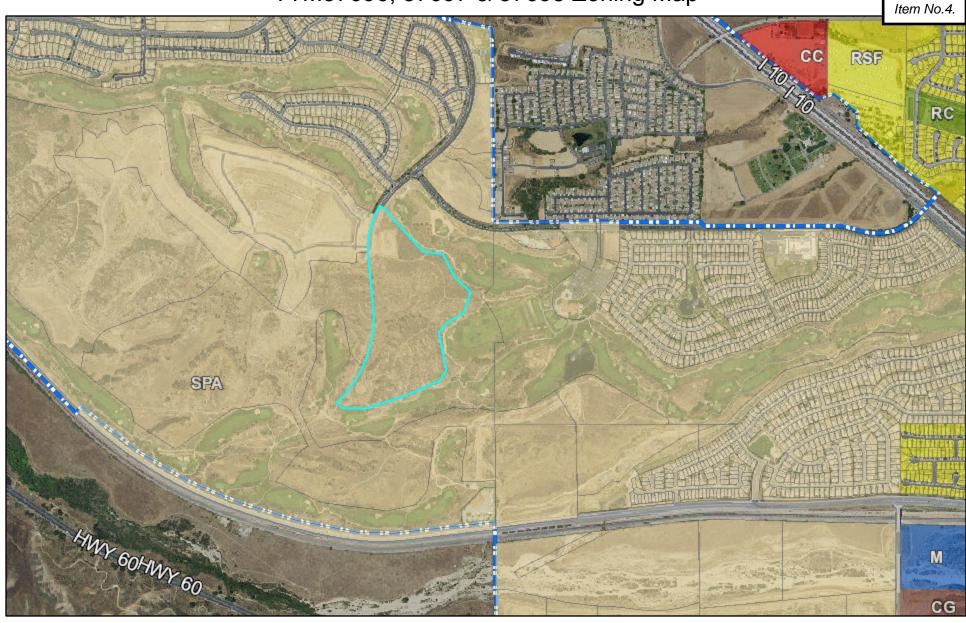
Recreation and Conservation

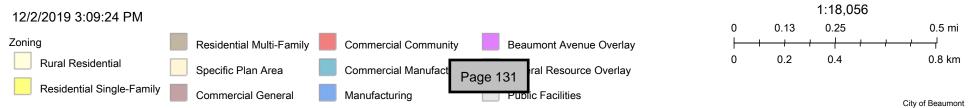
Single-Family Residential

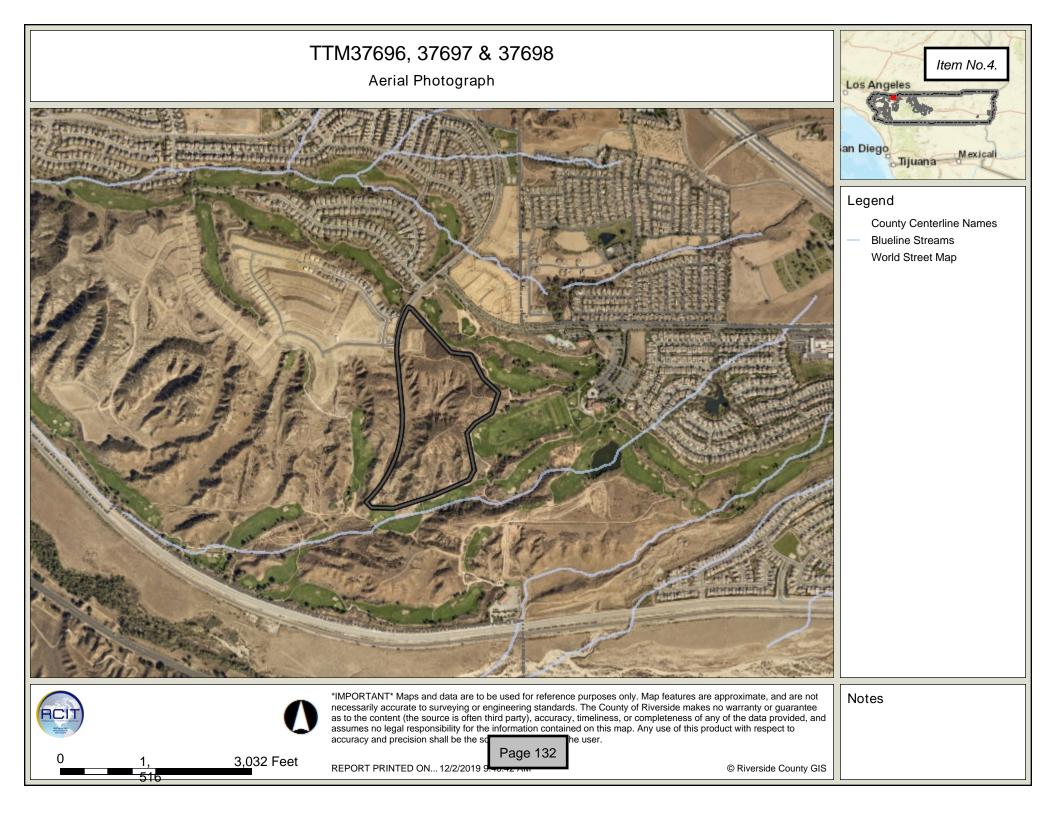
Community Commercial

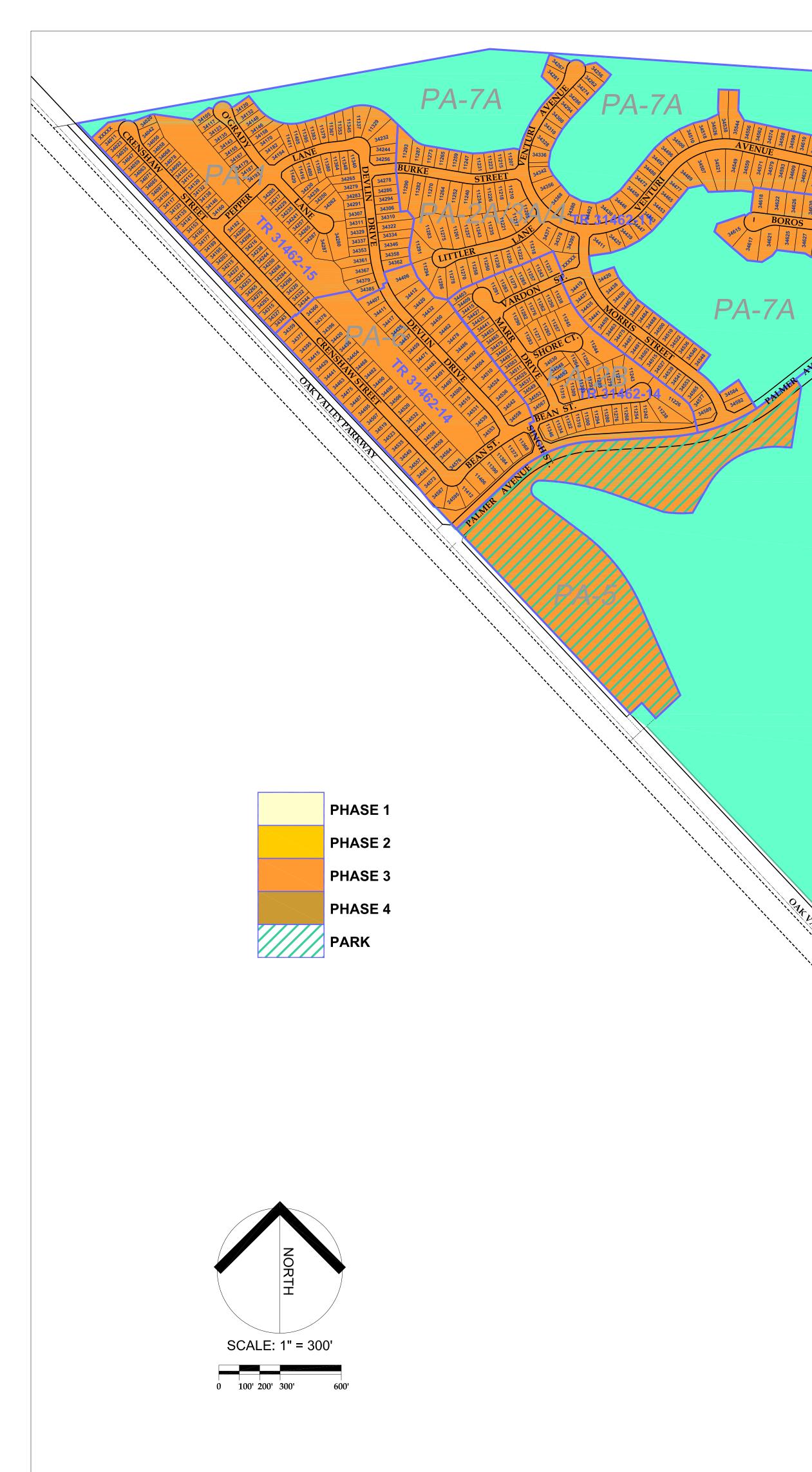
Urban Village Overlay

TTM37696, 37697 & 37698 Zoning Map









Fairway Canyon City of Beaumont



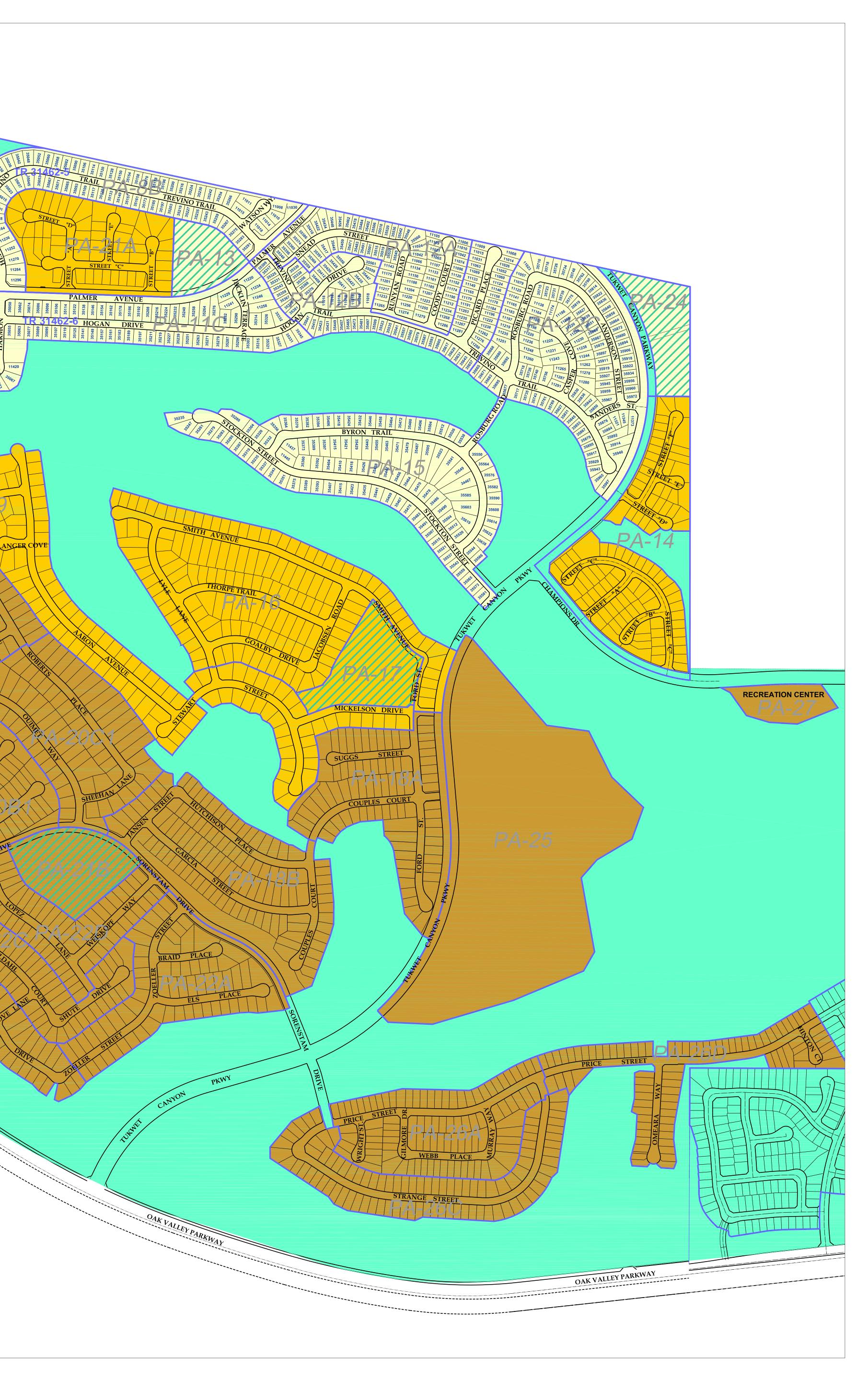
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NICKLAUS NOO

PALMER AVENUE

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ILLER PLACE



Advartising Order Confirmation

The Drees Enternrise

11/25/19 10:31:42AM

Advertising Order	Confirmation	I In	e Press El	nterprise		9 10.31.42A Page
		-		•		Item No.4
A <u>d Order Number</u> 0011339335	<u>Customer</u> BEAUMONT, CITY OF / LE	EGAL	<u>Payor Customer</u> BEAUMONT, CITY OF / LI	EGAL	<u>PO Number</u>	
<u>Sales Representative</u> Nick Eller	<u>Customer Account</u> 5209298		<u>Payor Account</u> 5209298		<u>Ordered By</u> Carole Kendrick	
<u>Drder Taker</u> Nick Eller	<u>Customer Address</u> 550 E SIXTH ST BEAUMONT, CA 92223		<u>Payor Address</u> 550 E SIXTH ST BEAUMONT, CA 92223		<u>Customer Fax</u>	
<u>Order Source</u> Select Source	<u>Customer Phone</u> 951-769-8520		<u>Payor Phone</u> 951-769-8520		<u>Customer EMail</u> finance@beaumontca.gov	,
<u>Current Queue</u> Ready	<u>Invoice Text</u> TTM37697					
Tear SheetsAffidavits00	Blind Box	Materials	Ргото Туре	-	Special Pricing	
Ad Number <u>Ad Size</u> 0011339335-01 3 X 45 Li	<u>Color</u>	Production Color	Ad Attributes	<u>Production Method</u> AdBooker	Production Notes	
External Ad Number	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	Released for Publication			
BEAUMONT BEGAL ADVERTISEMENT LEGAL ADVERTISEMENT NOTICE IS HEREBY GIVEN, that the City of duct public hearings to consider the matter des Planning Commission's public hearing will be h Tuesday, December 10, 2019 at 550 East Sixth Stre fornia.	Beaumont will con- scribed below. The eld at 6:00 p.m. on et, Beaumont, Cali-					
Tentative Tract Map 37697 (TM2019-0007), tearing and consideration of a request to subdiv 3 single family residential lots ranging in size square feet, and eight (8) lettered lots located wit of the Oak Valley & SCPGA Golf Course Specific F von). The proposed application is consistent with mental Impact Report (FEIR) that was adopted oroject Oak Valley & SCPGA Golf Course Spe EIR418). APN: Portion of 413-790-020	Conduct a public ide 13.69 acres into from 4,950 to 9,545 th Planning Area 25 Plan (Fairway Can- the Final Environ- for the underlying acific Plan (SP318/					
The applicants for this project are SDC Fairway C						
The case files, plans, and all supporting documer ect can be reviewed at the Beaumont Civic Cen Street, Beaumont, California. On public hearing may present testimony to the Planning Commissi either in person or by mail. Written comments wi the night of the hearing.	as items the public					
Carole Kendrick Senior Planner	11/29					
<u>Product</u> PE Riverside:South	<u>Requested Placement</u> PublicNotice Banning	<u>Requested Position</u> City Notices Ban - 1076~	<u>Run Dates</u> 11/29/19		# Inserts	



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE February 4, 2020

SUBJECT: Performance Bond Acceptance and Security Agreement for SDC Fairway Canyon, LLC. Tract 31462 Street and Storm Drain Improvements

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, sewer improvements, street improvements, storm drain improvements, utility improvements, and monument improvements. The bonded improvements listed in Table 1 will be constructed by SDC Fairway Canyon, LLC.

SDC Fairway Canyon, LLC will construct the storm drain improvements for Tract 31462, which is part of the Fairway Canyon development. Tract 31462 is located north of Oak Valley Parkway, south of Champions Road, and west of the extension of Tukwet Canyon Parkway in the City of Beaumont. These public improvements will be constructed within the specific plan commonly referred to as Fairway Canyon, and within the City of Beaumont right of way. Public storm drain improvements will consist of manholes, catch basins, headwalls and box culverts.

The following table includes the development name, bond number, type of improvement, and the developer submitting the security agreement:

Table 1. Fairway Canyon Bond Summary					
Bond Number	Bond Type	Type of Improvement	Development/Tract Number	Developer	
1001124446	Performance	Storm Drain Improvement	Fairway Canyon/31462	SDC Fairway Canyon, LLC	

Staff has reviewed the security agreement, along with the performance and payment bond, and determined that they are consistent with the City's municipal code. Staff recommends the City Council accept the bond listed in Table 1.



Fiscal Impact:

The cost of preparing the staff report is estimated to be \$350.

Recommended Action:

Accept the following bond and security agreement:

• Performance bond No. 1001124446 for storm drain improvements for Tract 31462

Attachments:

A. Bond No. 1001124446 and security agreement for storm drain improvements Tract 31462, and associated improvement plan

Item No.5.

Rev. 02/25/2015

Basic Gov (Sales Force) # 15-2673 File # 3093A

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN (Tract Map/Parcei Map/Plot Plan No. <u>31462</u>)

Infrastructure Storm Drain

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and <u>SDC Fairway Canyon, LLC</u>, a <u>Delaware Limited Liability</u> company ("DEVELOPER").

RECITALS

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

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

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

AGREEMENT

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

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

2. <u>Inspection by the CITY</u>. 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.

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

4

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

5. <u>Security for Contractors.</u> 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.

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

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

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

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

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

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

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

- · · *

6

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

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

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

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

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

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

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

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

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

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

ء × *

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

CITY OF BEAUMONT

By		
Mayo	D r	
Date		
By	Way Canyon, LLC 8-20	\sum
Date		
Title: _A	Authorized Signatory	
Address:	2392 Morse Avenue,	
	Irvine, CA 92614	

Infrastructure Storm Drain

EXHIBIT "A"

Bond No.: 1001124446 Premium: \$26,400.00/2 yrs.

File # 2003

Basic Gov (Sales Force) # 15-2.Q7

PERFORMANCE BOND

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Seven Hundred Sixty Thousand * dollars (\$1,760,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents. * & NO/100ths

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on December 20th ______, 20 19 ___.

PRINCIPAL: SDC Fairway Canyon, LLC, a Delaware Linvited Liability Company Authoriz Title

SURETY:

American Contractors Indemnity Company

Title

Shane Wolf, Attorney-in-Fact

Page 142

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	cer completing this certificate verifies only the identity of the individual who signed the icate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of)
on December 23, 20	9 before me, BRANDON G. WOLFE, NOTARY PUBLIC
Date	Dale Strickland
personally appeared	Dale Strickland
	Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Signature

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document	0 2						
Title or Type of Document: LXh, Sit A KA	Title or Type of Document: A Reformance Band Document Date:						
Number of Pages: Signer(s) Other TI	han Named Above:						
Capacity(ies) Claimed by Signer(s)							
Signer's Name:	Signer's.Name:						
Corporate Officer - Title(s):	Corporate Officer Title(s):						
Partner — Limited General	Partner — Limited General						
Individual Attorney in Fact	Individual Attorney in Fact						
Trustee Guardian or Conservator	Trustee Guardian or Conservator						
Other:	□ Other:						
Signer Is Representing:	Signer Is Representing:						
•							

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Page 143

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange }

On December 20, 2019 before me, Susan E. Morales, Notary Public

personally appeared Shane Wolf

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

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

WITNESS my hand and official seal.

usan e (Notary Public Seal)

Notary Public Signature

SUSAN E. MORALES COMM. # 2279182 NOTARY PUBLIC - CALIFORNIA **ORANGE COUNTY** My Comm. Expires March 28, 2023 ******

ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and
DESCRIPTION OF THE ATTACHED DOCUMENT	if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the
Bond #1001124446	wording does not require the California notary to violate California notary law.
(Title or description of attached document)	• State and County information must be the State and County where the document
American Contractors Indemnity Company	 signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which
(Title or description of attached document continued)	 Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
Number of Pages 1 Document Date 12/20/19	 The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s) Attomey-in-Fact Trustee(s) Other	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of the county clerk. Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.
	Page 144

POWER OF ATTORNEY

Item No.5. AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California	
its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full p	power and authority
hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizar	nces, undertakings
or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, pu	
	75,000,000.00).
This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is gr	ranted under and by
authority of the following resolutions adopted by the Boards of Directors of the Companies	
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and	is hereby vested with full
power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Compar provisions:	ly subject to the following
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and	deliver, any and all bonds.
recognizances contracts are method in demnity and other conditional or obligatory undertakings, including any and all consents for	or the release of retained
percentages and/or final estimates on envinceme and construction contracts, and any and all notices and documents canceling or terminating	ng the Company's liability
thercumier, and any such instruments so executed by any such Attorney in Fact shall be binding upon the Company as if signed by the Preside by the Corporate Secretary.	and and scaled and encared
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney	or any certificate relating
thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Co	ompany with respect to any
bond or undertaking to which it is attached.	
IN WITNESS WHEREOF. The Companies have caused this instrument to be signed and their corporate seals to be	e hereto affired this
In with the signed and that of points of the signed and the	
AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COM	IPANY
Corporate Seals	
Daniel P. Aguilar, Vice President	
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the	
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California	
County of Los Angeles SS	
On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguitar, Vice Pre	erident of American
Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to t	be the person whose
name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by	his signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.	
I certify under PENALTY OF PLATURY under the laws of the State of California that the foregoing paragraph is tracting correct.	
WITNESS my hand and official seal	
SABINA MORGENSTEIN Commission # 2129258	
Signature (Seal) Notary Public - California	
Los Angeles County	
My Comm. Expires Nov 3, 2019	
I, Kio Lo, Assistant Scoretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby	certify that the above
and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effere resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.	
resolutions of the Boards of Directors, set out in the rower of Antonicy are in this toree and street	
with with the state of the state of the second of and office of the second of and Companies at Los Angeles Californi	ia this day
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, Californi	uay uay
DEC 2 0 2019	d.AL
Corporate Seals	hold
IS INCORPORATED	
Kio Lo. Assi	stant Secretary
Bond No. 100/124446	
Agency No. 16590	

A Report

Bond No.: 10011244 Premium included with the Performance Bond

Infrastructure Storm Drain

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated ______, 20___, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.31462___, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of One Million Seven Hundred Sixty * dollars (\$1,760,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. * Thousand & N0/100ths

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

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

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

PRINCIPAL:

SDC Fairway Canyon, LLC, a Delaware Limited Liability Company

SURETY:

American Contractors Indemnity Company

Title Shane Wolf, Attorney-in-Fact

Item No.5.

10055/2528 2001

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	officer completing this certificate verifies only the identity of the individual who signed the ertificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of ORANGE)
on December 23, 5	2019 before me, BRANDON G. WOLFE, NOTARY PUBLIC
Dete	Ham loopet Name and Title of the Office
personally appeared	Dale Strickland
	Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

BRANDON G. WOLFE Notary Public -- California Orange County Commission # 2207874

ly Comm. Expires Jul 29, 2021

OPTIONAL .

Signature

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document	00 1	21	
Title or Type of Document:	15 layment	15and Doc	ument Date:
Number of Pages: Signer(s)			
Capacity(ies) Claimed by Signer(s)			
Signer's Name:		Signer's.Name	
Corporate Officer - Title(s):		Corporate C	Officer - Title(s):
Partner – Limited General		Partner – [Limited General
Individual Attorney in Fact		🗆 Individual	Attorney in Fact
Trustee Guardian or Conse	ervator	Trustee	Guardian or Conservator
Other:		Other:	
Signer Is Representing:		Signer Is Repr	esenting:

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Item No.5.

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Orange }

On December 20, 2019 before me, Susan E. Morales, Notary Public

personally appeared Shane Wolf

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

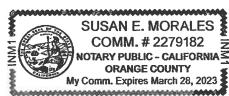
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

san c

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124446

(Title or description of attached document) American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 1 Document Date 12/20/19

CAP	ACITY CLAIMED BY THE	SIGNER
	Individual (s)	

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

INSTRUCTIONS FOR COMPLETING THIS FORM

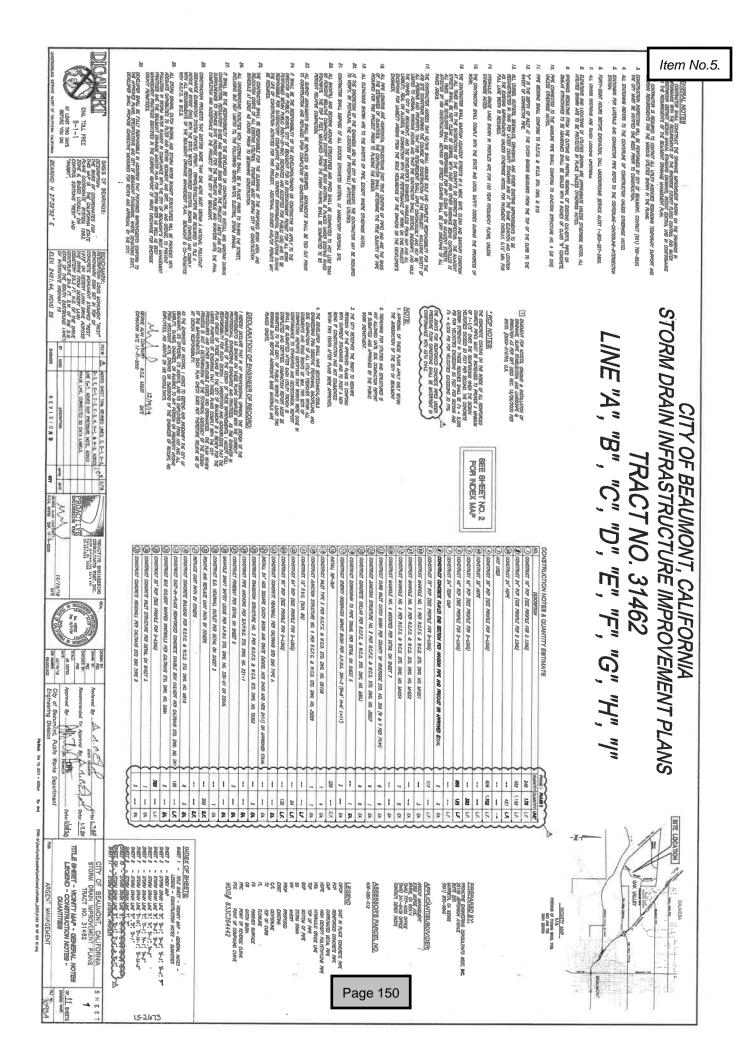
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate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

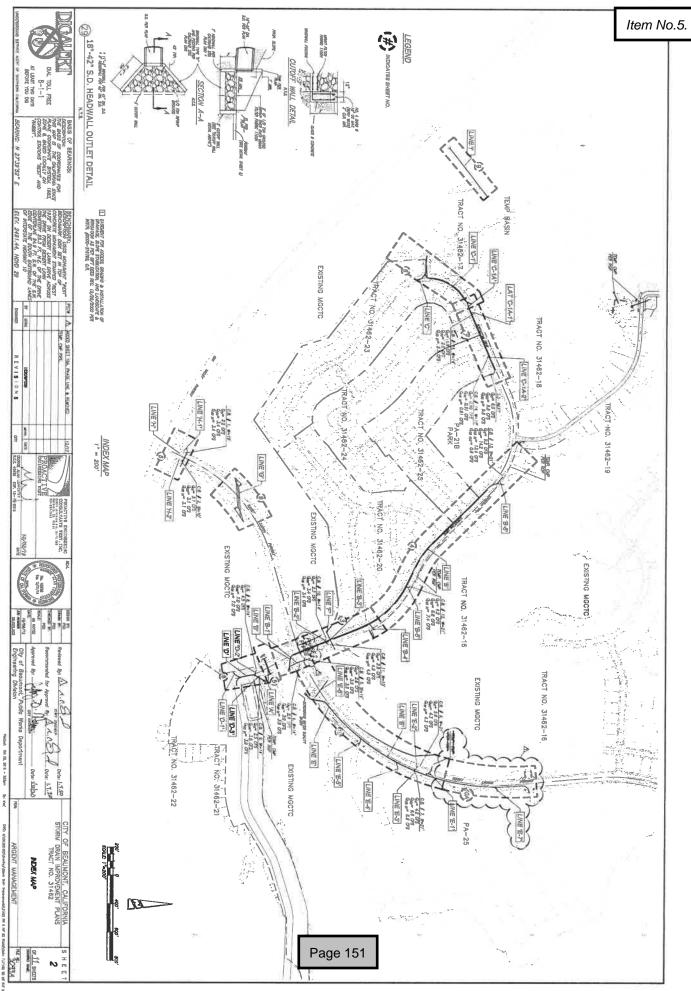
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which
 must also be the same date the acknowledgment is completed.
-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

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

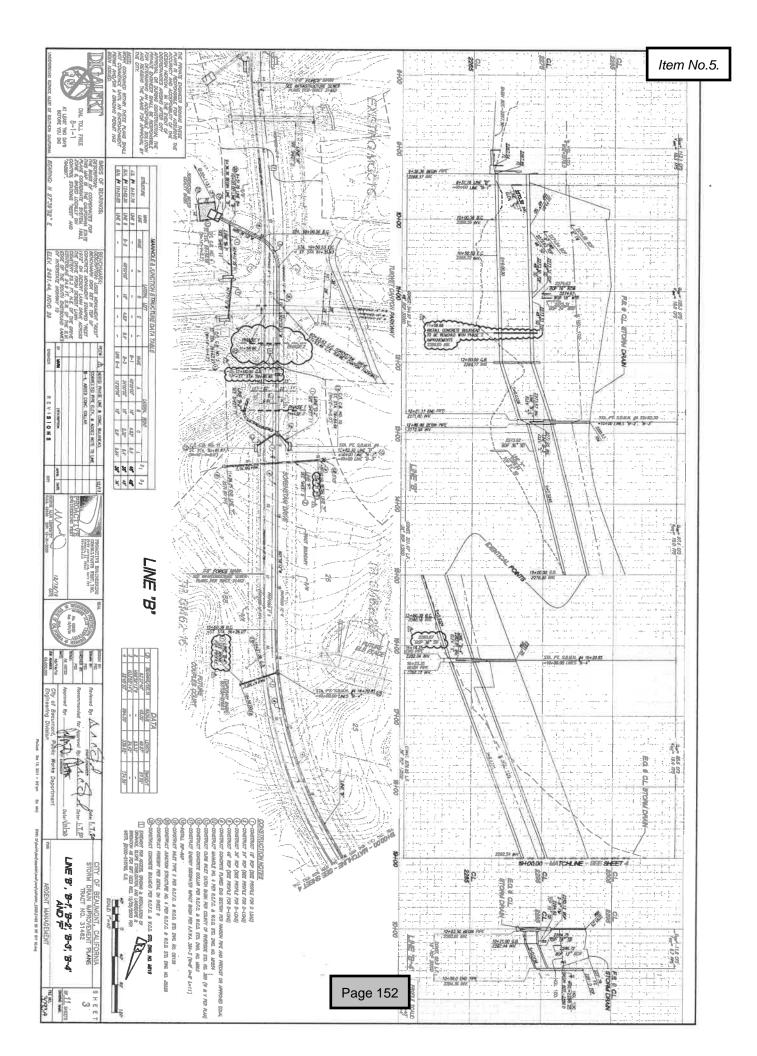
	WER OF ATTORNE		
AMERICAN CONTRACTORS INDER	INITY COMPANY U.S. SPI	ECIALITY INSURANCE COMPANY	em No.5.
KNOW ALL MEN BY THESE PRESENTS: That Am Specialty Insurance Company, a Texas corporation (colle	ctively, the "Companies"), o	do by these presents make, constitute a	on, and U.S. and appoint:
	C Varnada az Basta A (Sanai of Onongo Colifornia	
Todd M. Rohm, Shane Wolf, Cath	S. Kennedy of Beata A.	Sensi of Urange Calminua	ALL C
its true and lawful Attorney(s)-in-fact, each in their separ	ate capacity if more than or	ne is named above, with full power ar	nd authority
hereby conferred in its name, place and stead, to execute, or other instruments or contracts of suretyship to in	clude riders, amendments	s, and consents of surety, providing	g the bond
penalty does not exceed *****Seve	nty Five Million*****	Dollars (\$ *75,000	,000.00*),
This Power of Attorney shall expire without further act authority of the following resolutions adopted by the Board	ds of Directors of the Comp	panies = = = = = = = = = = = = = = = = = = =	
Be it Resolved, that the President, any Vice-President, any Assistant power and authority to appoint any one or more suitable persons as At provisions:	torney(s)-in-Fact to represent and	l act for and on behalf of the Company subject	to the following
Attorney-in-Fact may be given full power and authority for and in the recognizances, contracts, agreements or indemnity and other condit	ional or obligatory undertakings.	, including any and all consents for the rele	ease of retained
percentages and/or final estimates on engineering and construction con thereunder, and any such instruments so executed by any such Attorney	macks and any and all notices an	nd documents canceling or terminating the Con	mpany's liability
Be it Resolved, that the signature of any authorized officer and seal o	f the Company heretofore or herea	after affixed to any power of attorney or any co	ertificate relating
thereto by facsimile, and any power of attorney or certificate bearing fac bond or undertaking to which it is attached.	simile signature or facsimile seal s	shall be valid and binding upon the Company wi	ith respect to any
IN WITNESS WHEREOF. The Companies have caused	in the signed	and their corporate seglicito be bereto	
In writeless writekeer, the companies have caused		EEEE.	
	DEMNITY COMPANY U.S.	SPECIALTY INSURANCE COMPANY	
Corporate Seals	Surangen		
	1+ 18		
	S By:t	iel P. Aguilar, Vice President	
A notary public or other officer completing this certificate verifidocument to which this certificate is attached, and not the truthful	es only the identity of the indiv ilness, accuracy, or validity of	vidual who signed the that document.	
State of California			
County of Los Angeles SS:			
On this 1st day of November, 2016, before me, Sabina Morgenster Contractors Indemnity Company and U.S. Specialty Insurance Co	moany who proved to me on the	e basis of satisfactory evidence to be the per-	son whose
name is subscribed to the within instrument and acknowledged to r instrument the person, or the entity upon behalf of which the person	ne that he executed the same in I	his authorized capacity, and that by his signat	ture on the
Entity under PENALEY OF PERUEY under the laws of the Stat			
WITNESS my hand and official seal.			
		SABINA MORGENSTEIN Commission #2129258	
Signature (Seal)		Notary Public - California Los Angeles County	
	My	Comm. Expires Nov 3, 2019	
Fin Lo, Assistant Secretary of American Contractors Indenni	Company and U.S. Specialt	ty Insurance Company, do hereby certify th	at the above
and foregoing is a frue and correct topy of a Power of Attomey,	executed by said Companies,	which is still in full force and effect; furthe	amore, the
resolutions of the Boards of Directors, set out in the Power of A	torney are in full force and eff	IECL	
In Witness Whereof, I have hereunto set my hand and affi	xed the seals of said Compa	anies at Los Angeles, California this	day
of DEC 2 0 2019			
Corporate Seals		Opport of the second	
Composition Docum			
Bond No. 1001124446	Page 149	Kio Lo, Assistant Se	ecretary
Agency No. 16590	ond please of the st curef	h.hond.innih/@horbom	
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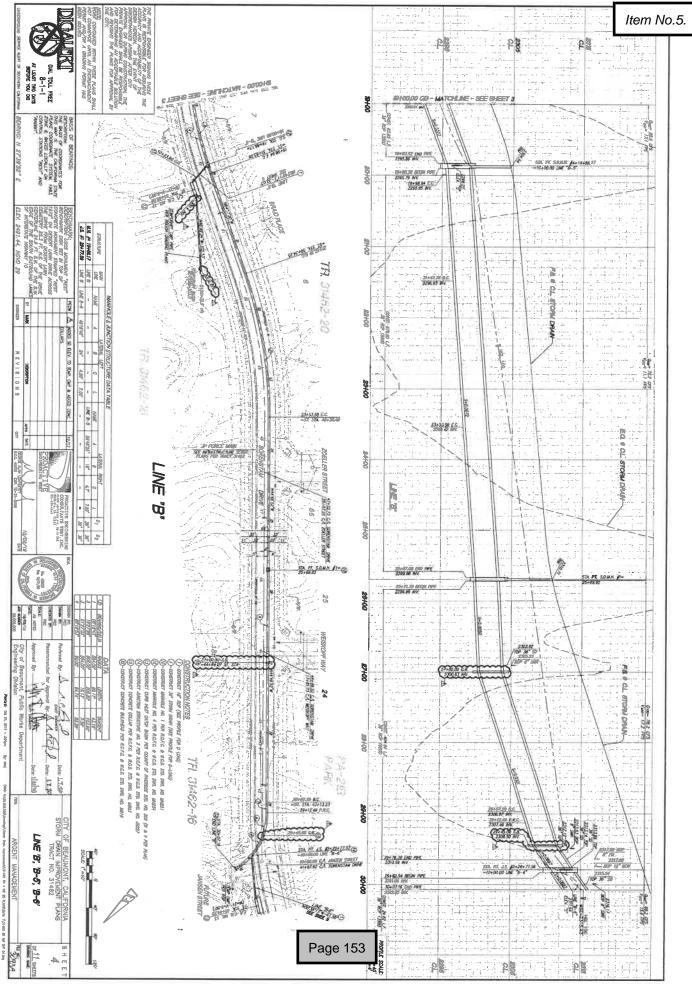
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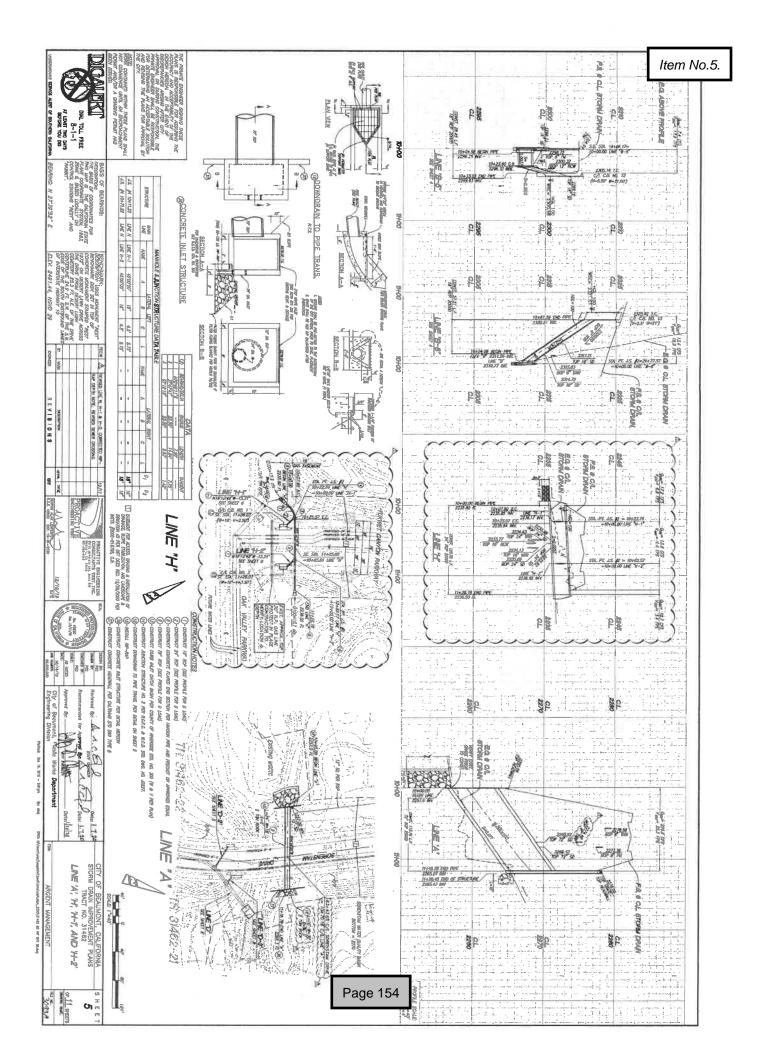


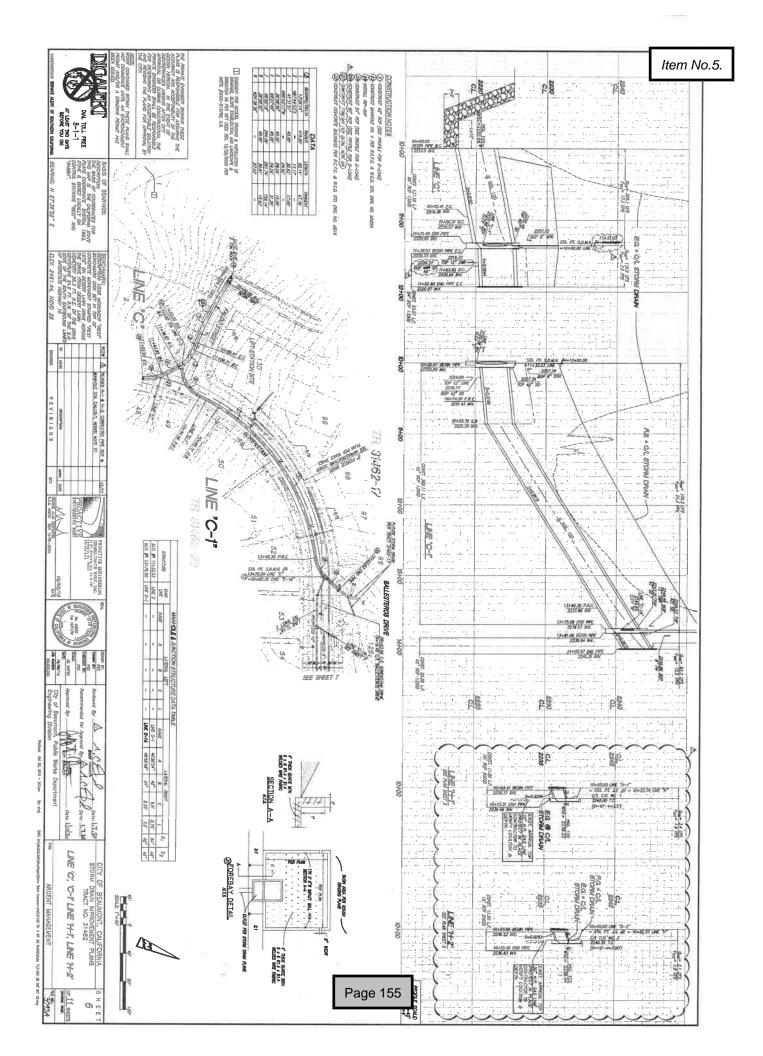


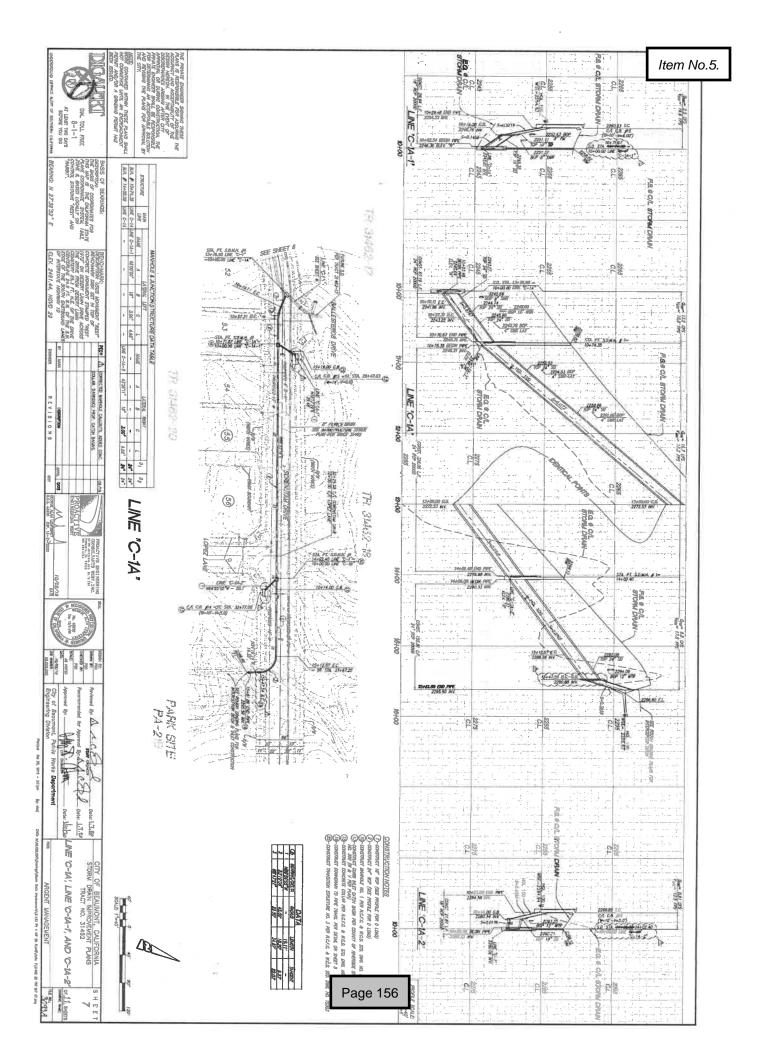
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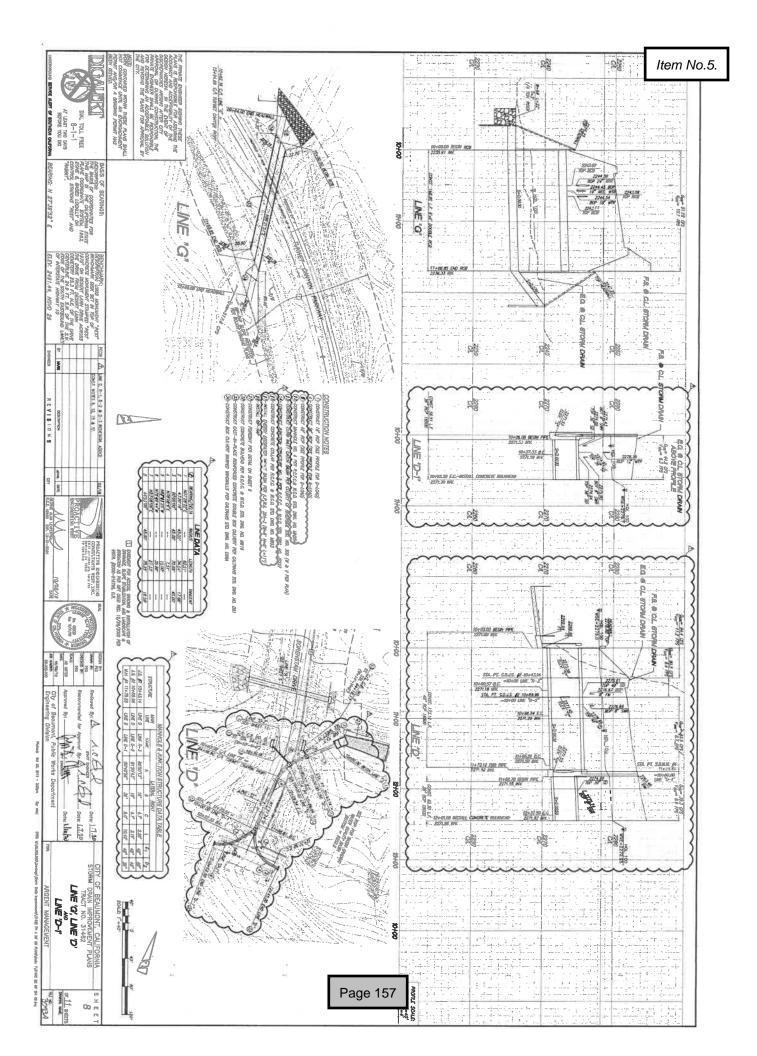


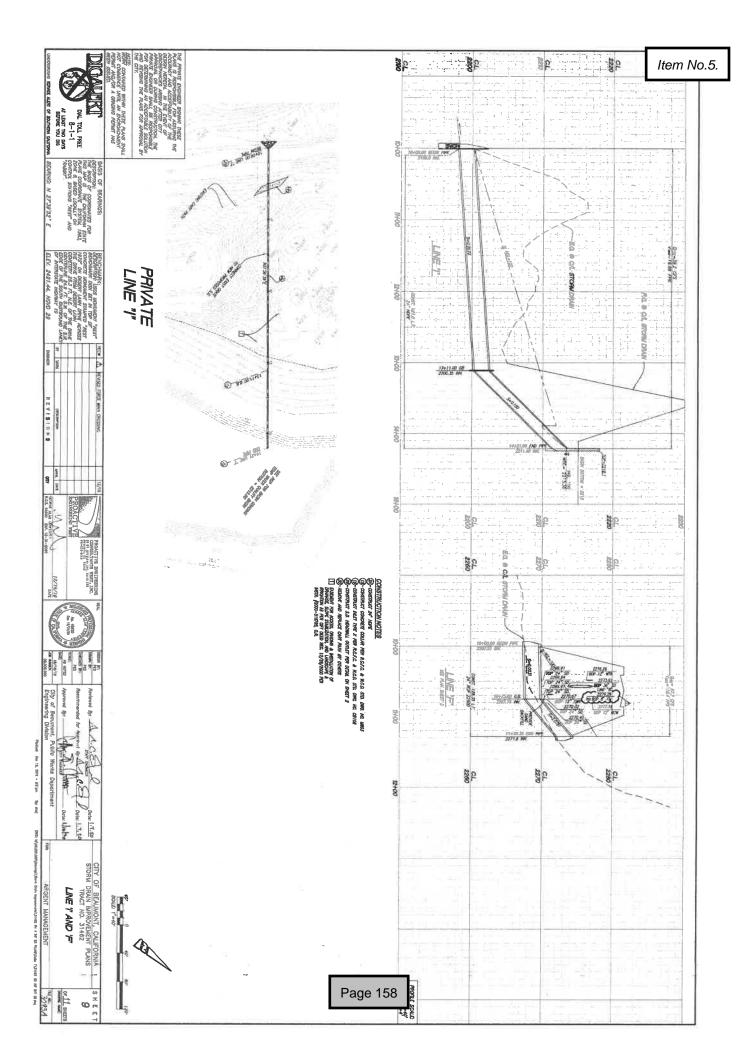


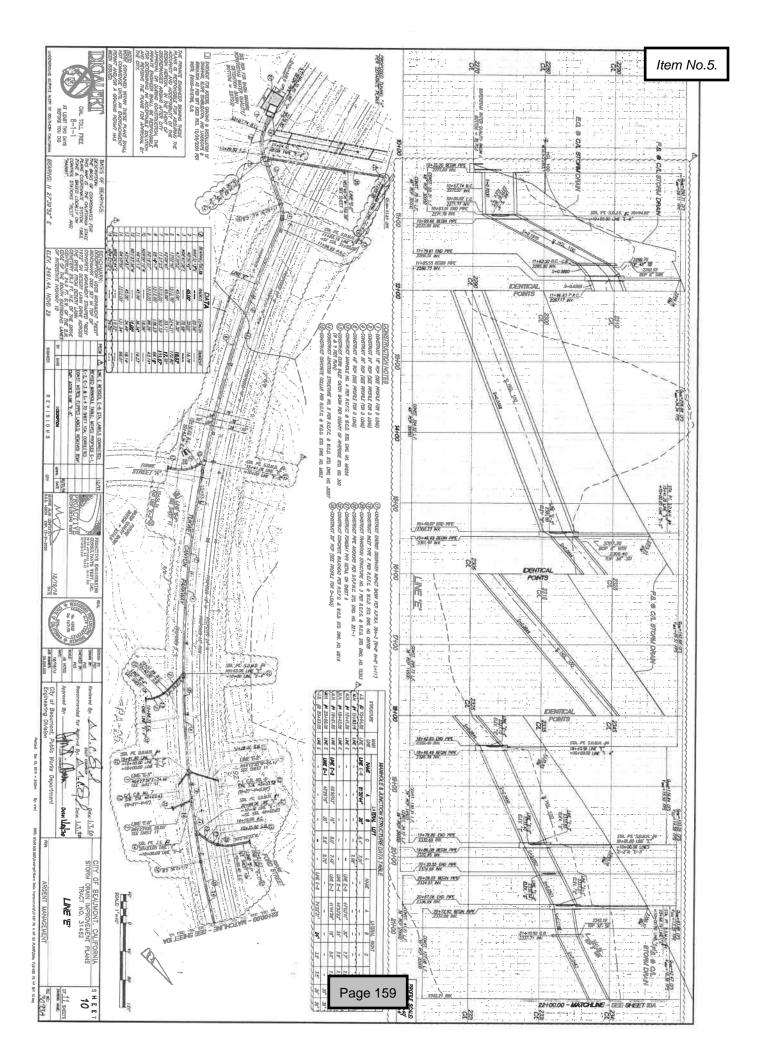


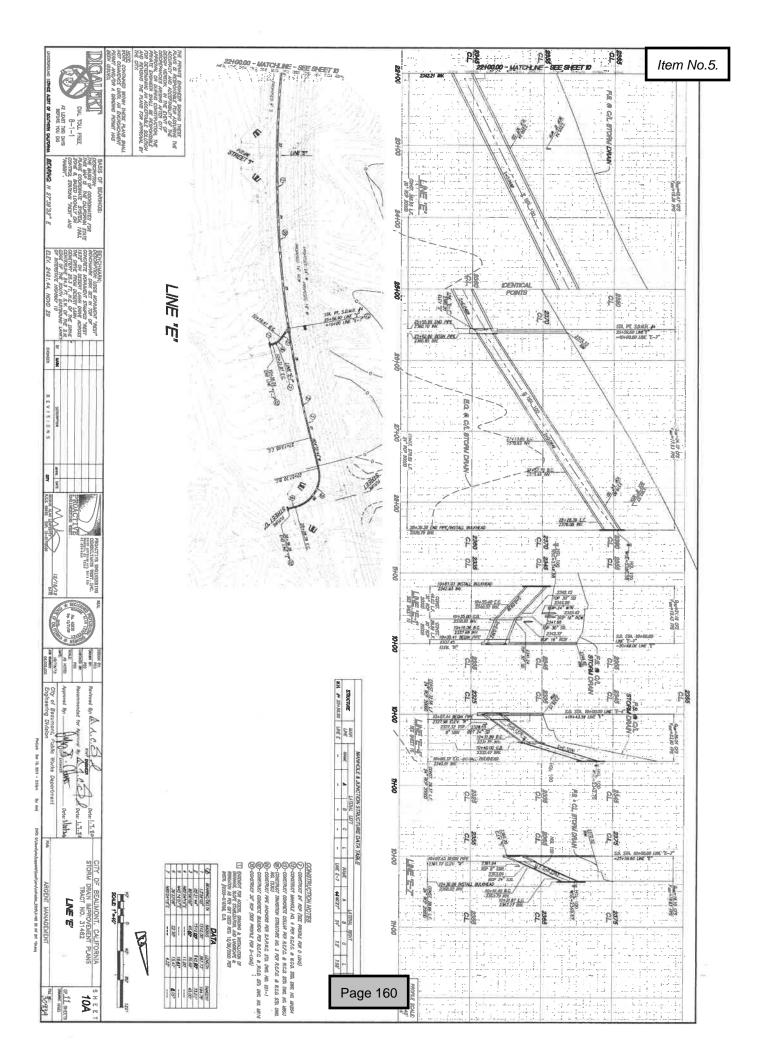


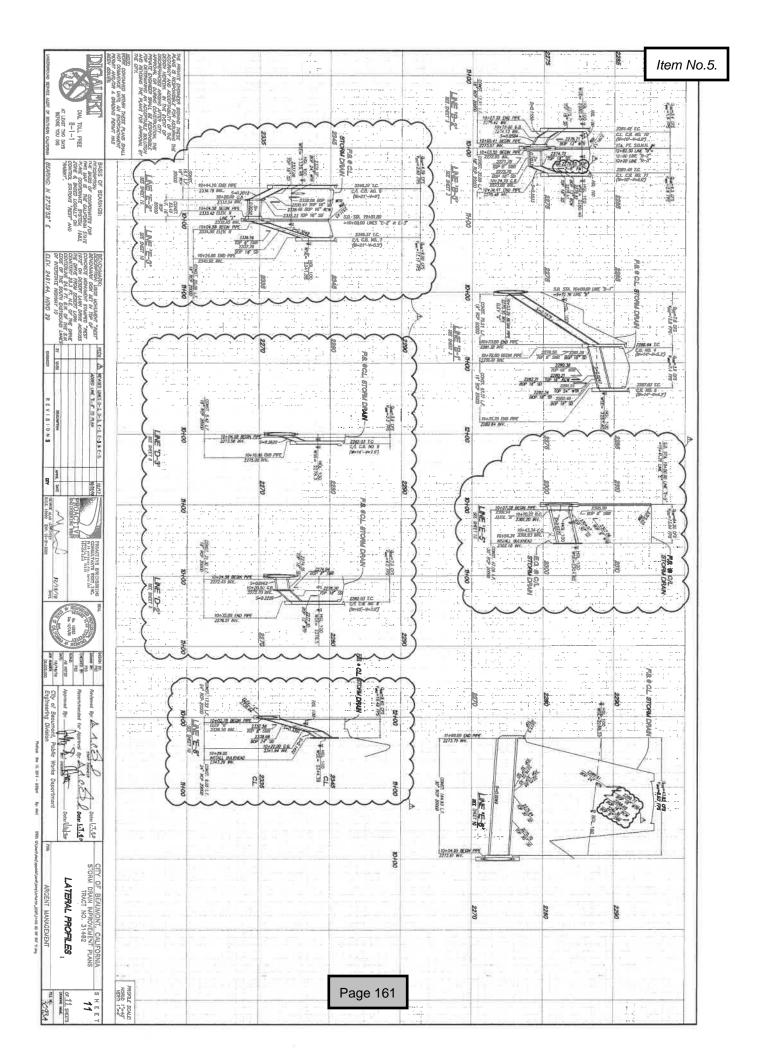














Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE February 4, 2020

SUBJECT: Bond Exoneration for Bond No. 2264721, 41383375, 2264727 and; 2264722 for K. Hovnanian Homes Tract 33096-13

Background and Analysis:

The developer, K. Hovnanian Homes, has completed street, sewer, storm drain and monumentation improvements within Tract 33096-12. The aforementioned tract is part of the Four Seasons Specific Plan residential development located in the City of Beaumont, west of Highland Springs Avenue, and south of Potrero Boulevard. Attached are the bond exoneration documents submitted by the developer (see Attachment A, B, C and D). All of the bonded improvements associated with the aforementioned tracts are summarized in the table below.

Table 1. KHOV Bond Exoneration Summary							
Bond Number	Tract Map Number	Type of Improvement	Bond Type	Maintenance Bond Required			
2264721	33096-13	Storm Drain	Performance	Yes			
41383375	33096-13	Sewer	Performance	Yes			
2264727	33096-13	Streets	Performance	Yes			
2264722	33096-13	Monumentation	Performance	No			

All tracts in the Four Seasons development are privately maintained by the homeowner's association, the City only maintains the sewer utility within the private development. The HOA maintains all other improvements.

Staff has verified the completion of the improvements, and recommends that City Council approve and authorize the Mayor to exonerate the aforementioned bonds and accept Maintenance Bond No.'s 3085345, 41394539 and 3085344 to replace performance bonds for Tract 33096-13.



Fiscal Impact:

The cost to prepare this staff report is approximately \$650.

Recommended Action:

Accept Maintenance Bond No. 3085345 to replace Performance Bond No. 2264721, Accept Maintenance Bond No. 41394539 to replace Performance Bond No. 41383375, and Accept Maintenance Bond No. 3085344 to replace Performance Bond No. 2264727.

Attachments:

- A. Bond exoneration application for Bond No.2264721, and associated storm drain improvement plans
- B. Bond exoneration application for Bond No.41383375, and associated sewer improvement plans
- C. Bond exoneration application for Bond No.2264727, and associated street improvement plans
- D. Bond exoneration application for Bond No.2264722, and associated signed and stamped monument tie sheets
- E. Maintenance Bond No. 3085345 for storm drain improvements
- F. Maintenance Bond No. 41394539 for sewer improvements
- G. Maintenance Bond No. 3085344 for street improvements

BE	City of Beaumont 550 E. 6 th Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us Case No. <u>RU20019-0413</u> Receipt No. <u>946511</u> Fee <u>956511</u>
	BOND EXONERATION APPLICATION
Bond	Type: Performance Maintenance Final Monument Inspection Other:
1.	Contact's Name KEUIN MEtalfe Phone 949.236.1042
2.	Contact's Address 400 EXCHANGE SUITE 200 IEVINE G 92602
5.	Contact's Address 400 EXCHANGE SUITE 200 INTE CA 92602 Contact's E-mail K-METCALFE CKHOU. CON City/State/Zip
3.	Developer Name <u>K-HOVANIAN HOMES</u> Phone <u>714-368-4500</u> (If corporation or partnership application must include names of principal officers or partners)
4.	Developer Address 400 EXCHNGE SUITE 200 FLUINE 6 92602 City/St/Zip
5.	Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered): <u>TMC # 33096-13 Bond # 2264721 Storm DPSIN</u>
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. 10-30 KEVIN 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.

10-30.19 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.

KEVIN ME as IFE A Mutury Print Name and Sign - Contact/Applicant 10 - 30 - 19Date



GENERAL NOTES:

- 1. THE CONTRACTOR SHALL CONSTRUCT THE FLOOD CONTROL IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE STANDARDS SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD PUBLIC WORKS CONSTRUCTION REQUIREMENTS OF THE REVERSIVE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S MEMORANDIUN OF UNDERSTANDINGS STANDARD SPECIFICATION, DATED SEPTEMBER 1984, AND DESIGN MANUAL STANDARD DRAMINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEADMONT DRAMAGE MANAGEMENT PLAN.
- THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIE'S REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
- CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951)769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
- 4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
- 5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE --CENTERLINE INTERSECTION STATION.
- 6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT
- 7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.

8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.

- 9. OPENING RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS 'B' CONCRETE.
- 10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
- 11. PIPE BEDDING SHALL CONFORM TO RCFC & WCD STD. DWG. M 815.
- 12. "V" IS THE DEPTH OF INLET AND THE CATCH BASINS MEASURE FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
- 13. ALL CURBS, GUTTERS, SUDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST CO. STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERMSE NOTED. FOR PAVEMENT OVERLAY, 0.10' FOR LANE WOTH IS REQUIRED.
- 14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
- 15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
- DURING THE PROGRESS OF WORK. 16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE CITY'S OR DISTINCT'S INSPECTOR. THE ADJACENT STREETS STALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND UTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN-UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
- CLEANING STRACTOR ACRES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PRESONS AND PROPERTY, THAT THIS RECURRENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL MORKING HOUSE, AND THAT THE CONTRACTOR SHALL DEFEND, INDENNIFY AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPEY'S ENGINEER HARMLESS FROM ANY AND ALL LABUIT, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LABUITY ANSING FROM THE SOLE NEGLIGENCE OF THE OWNERS, OR THE DEVELOPER'S ENGINEER.
- 18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
- 19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE
- OUT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE RECURRED TO VERIFY BY POTHOLING THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
- 21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
- 22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS FLACED UNDER EXISTING PAVED ROADWAYS, THE TOP 3 FEET, MESSINGD FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
- 23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
- OF CONSTRUCTION. 24. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OLL AND GRASSE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY 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. CONTROL DURING THE MANAGEMENT FOR THE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
- 25. 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 PROPO CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

LEGAL DESCRIPTION:

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LICCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.M. APN NUMBER 428-030-023

NOTE: WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.	BENCHMARK: CITY OF BEAUMONT DESCRIPTION: NO. 14.A.82
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HERCON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OF DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISION THE PLANS FOR APPROVED BY THE CITY.	1-J/8" BRASS CAP MONUMENT MARKED "CITY BM. 14", LOCATED AT THE SKY SIDE OF 6TH STREET 235" WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE. ELEV.= 2590.838 (1982) DATUM: NGDV29
DIGALERT	BASIS OF BEARINGS: DESCRIPTION: THE BEARINGS SHOWN HEREON ARE

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF FOUR SEASONS CIRCLE AS SHOWN ON TRACT NO. 33086-7 AS SHOWN ON A MAP FILED IN BOOK 440, PAGES 50 THOUGH 56, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF DIAL TOLL FREE 1(800) 227-2600 t Least Two Working Days RIVERSIDE COUNTY, CALIFORNIA IVICE ALERT OF SOUTHERN CALIFORN BEARING: N 31*38'05" W

NPDES: WHEN ONE ACRE OR MORE IS BEING DISTURBED: 1. CONSTRUCTION SITE BEST MANAGEMENT PRACTICES (BMPS) FOR THE MANAGEMENT OF STORM WATER AND NON-STORWWATER DISCHARGES SHALL BE DOCUMENTED ON THE GRADUNG PLAN. ARRANCEMENTS SHALL BE MADE BY THE DEVLOPER TO RETAIN THE SWPPP ON THE JOBSITE THROUGHOUT THE TIME OF CONSTRUCTION.

- THE IMPLEMENTATION AND MAINTENANCE OF THE SITE BMPS IS REQUIRED TO 2. EROSION CONTROL BMPS SHALL BE IMPLEMENTED AND MAINTAINED TO PREVENT
- AND/OR MINIMIZE THE ENTRAINMENT OF SOIL IN RUNOFF FROM DISTURBED SOIL AREAS ON CONSTRUCTION SITES. 3. SEDIMENT CONTROL BMPS SHALL BE IMPLEMENTED AND MAINTAINED TO PREVENT
- AND/OR MINIMIZE THE TRANSPORT OF SOLL FROM THE CONSTRUCTION SITE. 4. GRADING SHALL BE PHASED TO LIMIT THE AMOUNT OF DISTURBED AREA EXPOSED TO THE EXTENT FEASIBLE.
- 5. AREAS THAT ARE CLEARED AND GRADED SHALL BE LIMITED TO ONLY THE PORTION
- AND DE THE THAT IS NECESSARY FOR CONSTRUCTION. THE CONTRUCTION SITE SHALL BE MANAGED TO MINIMIZE THE EXPOSURE THE OF DISTURBED SOIL AREAS THROUGH PHASING AND SCHEDULING OF GRADING AND THE USE OF TEMPORARY AND PERMANENT SOIL STABILIZATION.
- 6. ONCE DISTURBED, SLOPES (TEMPORARY OR PERMANENT) SHALL BE STABILIZED IF THEY WILL NOT BE WORKED WITHIN 21 DAYS. DURING STORM SEASON, ALL SLOPES SHALL BE STABILIZED PRIOR TO PREDICTED STORM EVENT. CONSTRUCTION SITES SHALL BE REVEGETATED AS EARLY AS FEASIBLE AFTER SOIL DISTURBANCE.
- 7. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO FLIMINATE OR REDUCE
- 7. STOCKPILES OF SOIL SHALL BE PROPERLY CONTAINED TO ELIMINATE OR REDUCE SEDIMENT TRANSPORT FROM STE OR STREETS, ORANINAGE FACILITES OR ADJACENT PROPERTIES VA RUNOFF, VEHICLE TRACKING, OR WIND.
 1. CONSTRUCTION SITE SHALL BE MAINTAINED IN SUCH A CONDITION THAT A STORM DOES NOT CARRY WASTES OR POLLITANT OFF THE SITE DISCHARGES OTHER THAN STORMWATER (NON-STORMWATER DISCHARGES) ARE PROHIBITED, EXCEPT AS AUTHORIZED BY AN INDIVIDIAL INPOES PERMIT, THE STATEMPGE GENERAL PERMIT-CONSTRUCTION ACTIVITY. POTENTIAL POLLITANT INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS; WASTES FROM PAINTS, STAINS, SEM MATS SOLVENTS, DESTROPPENDENTS, STAINS, LIMITED TO: SUCID OR LODIO CHEMICAL SPILLES, WASTES FROM FAMILS, STAIRS, SEALANTS, SOLVENTS, DETREGENTS, GLUEEL, LIME, PESTICIOES, HERBICIDES, FERTILIZERS, WOOD PRESERVATIVES, AND ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRACMENTS, FULLS, OLS, LIBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS, CONCRETE AND RELATED CUTTING OR CURING RESIDUES; FLOATING WASTES; WASTES FROM ENGRE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING, WASTES FROM ENGRE/EQUIPMENT STEAM CLEANING OR SUPER-CHLORINATED POTABLE WATER FROM LIME FLUSHING, AND TESTING, DURING DE SIGL WATER FROM LIME FLUSHING AND TESTING, DURING ONESTED/TOTAL DEGREASING, WASTES FROM THE FLUSHING AND TESTING, DURING CONSTRUCTION, DISPOSAL OF SUCH MATERIALS SHOULD OCCUR IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE PHYSICALLY SEPARATE FROM
- POTENTIAL STORWATER RUNOFF, WITH ULTWATE HTISICALLI SEPARATE FINOM POTENTIAL STORWATER RUNOFF, WITH ULTWATE USPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS. 9. RUNOFF FROM EQUIPMENT AND VEHICLE WASHING SHALL BE CONTAINED AT CONSTRUCTION SITE AND MUST NOT BE DISCHARGED TO RECEIVING WATERS OR LOCAL STORM DRAIN SYSTEM.
- 10. APPROPRIATE BMPS FOR CONSTRUCTION-RELATED MATERIALS, WASTES, SPILLS OR RESIDUES SHALL BE IMPLEMENTED TO ELIMINATE OR REDUCE TRANSPORT FROM THE SITE TO STREETS, DRAINAGE FACILITIES, OR ADJOINING PROPERTIES BY WIND DD DIMORT OR RUNOFF.
- OR RUNGET. 11. ALL CONSTRUCTION CONTRACTORS AND SUBCONTRACTOR PERSONNEL ARE TO BE TRAINED IN THE IMPLEMENTATION AND USE OF THE REQUIRED BMPS AND GOOD HOUSEREEPING MEASURES FOR THE PROLECT SITE AND ANY ASSOCIATED CONSTRUCTION STAGING AREAS AND ALL TRAINING DOCUMENTATION SHALL BE MAINTAINED IN THE SWPP.
- 12. DISCHARGING CONTAMINATED GROUNDWATER PRODUCED BY DEWATERING LISUMMANING CONTAINANTLE VIOUNOWITER FIODOLED DI DEWATERING GROUNDWATER THAT HAS INFLITATED INTO THE CONSTRUCTION STE IS PROHIBITED. DISCHARGING OF CONTAININATED SCOLONOWATER FRODUCED BY PROHIBITED. DISCHARGING KON-CONTAININATED GROUNOWATER FRODUCED BY DEWATERING ACTIVITIES MAY REQUIRE A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FROM THE REGIONAL WATER QUALITY CONTROL BOARD
- 13. BMPS SHALL BE MAINTAINED AT ALL TIMES. IN ADDITION, BMPS SHALL BE INSPECTED PRIOR TO PREDICTED STORM EVENTS AND FOLLOWING STORM EVENTS.
- 14. AT THE END OF EACH DAY OF CONSTRUCTION ACTIVITY, ALL CONSTRUCTION DEBRIS AND WASTE MATERIALS SHALL BE COLLECTED AND PROPERLY DISPOSED OF IN TRASH OR RECYCLE BINS.

PRIVATE ENGINEERS 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 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 REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURE FOR STRUCTURES.
- 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK IT FOR 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
- THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTUITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORTS SHALL BE SUBMITED AFTER EACH UTUITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ON SITE.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPNION, 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 AS DEFINED IN SECTION 6703 OF THE GUISNESS & PROFESSIONS COLO 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 GITY OF BEALMONT IS A REVENE FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH GITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVEN PROCESS IN OT 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 ALLI LIABILITY, CLAMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISMS FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE EMPIREER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

APPR. DATE

DROFESSION

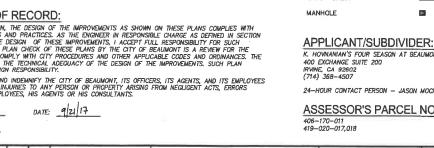
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M_ el lault. DATE: 9/21/17 SIGNATURE:

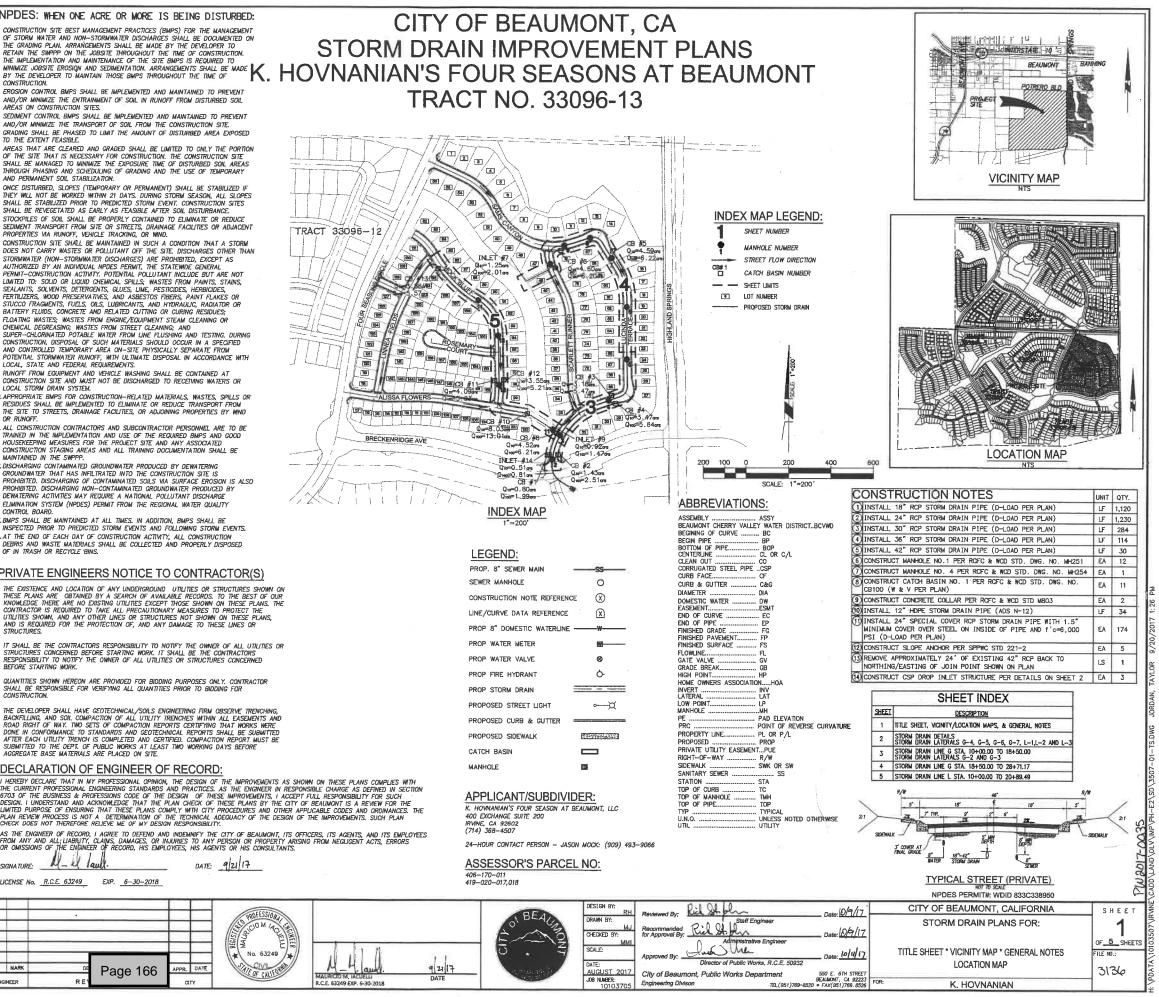
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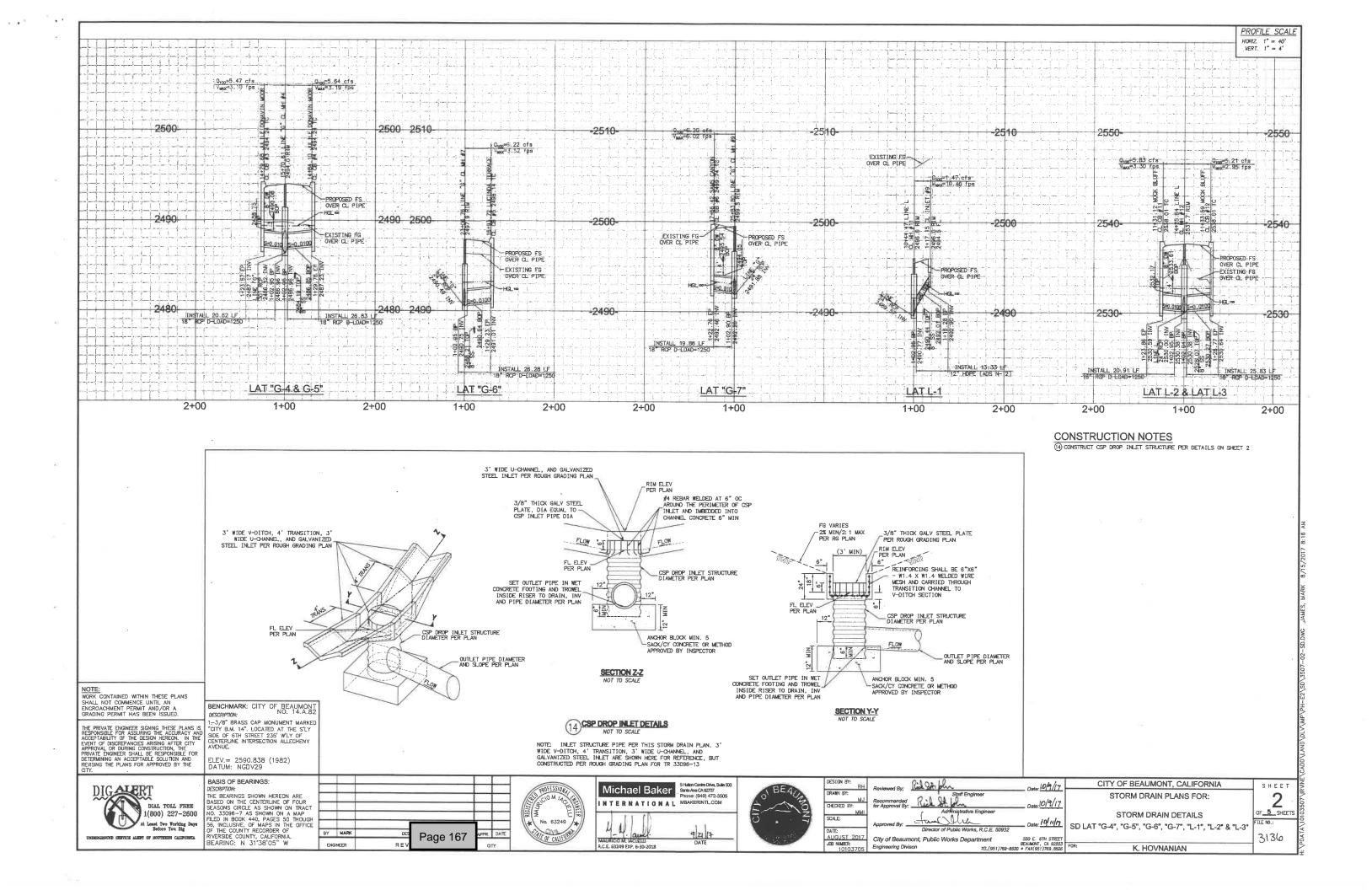
LICENSE No. R.C.E. 63249 EXP. 6-30-2018

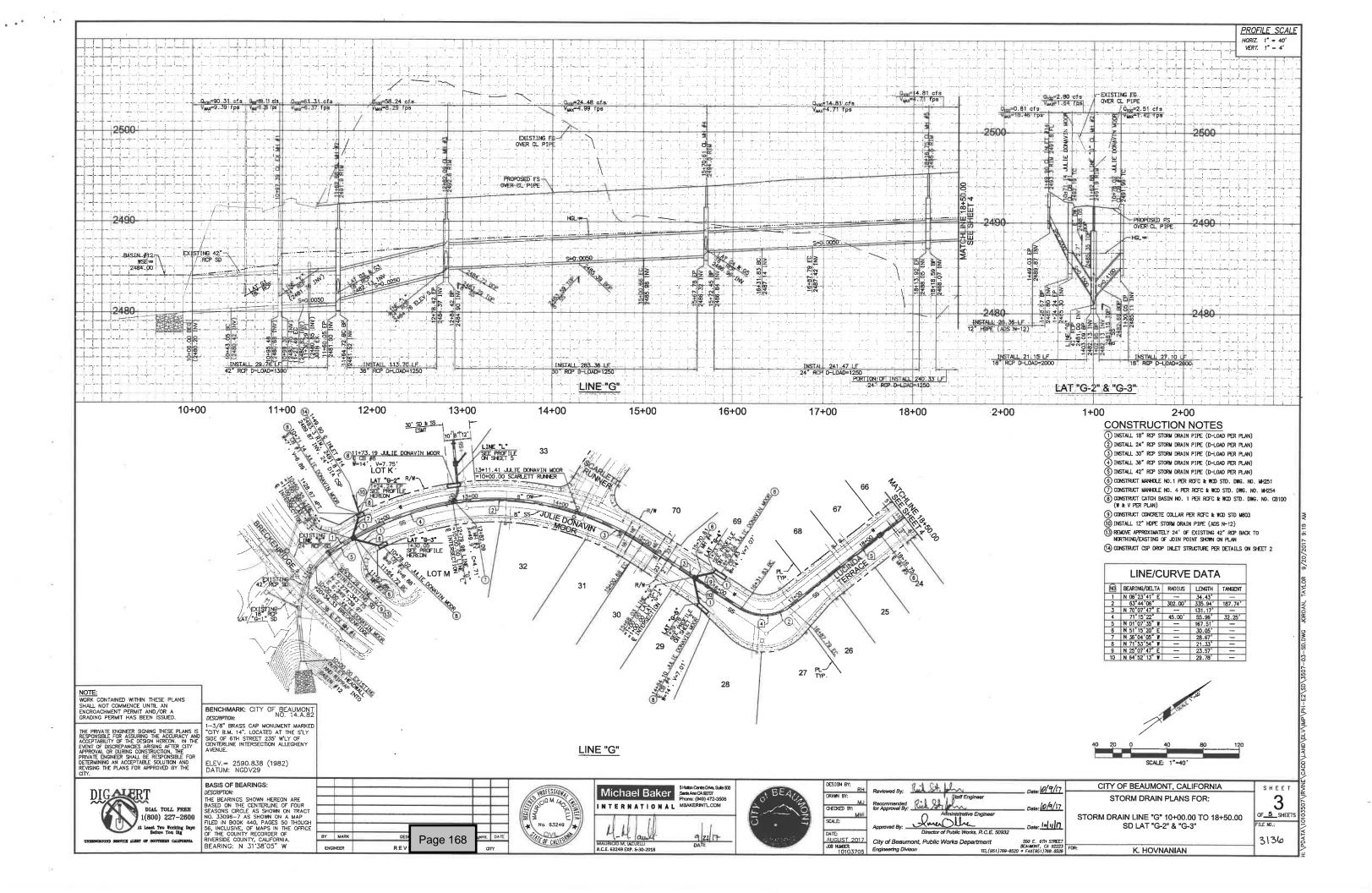
BY MARK



CITY OF BEAUMONT, CA STORM DRAIN IMPROVEMENT PLANS TRACT NO. 33096-13

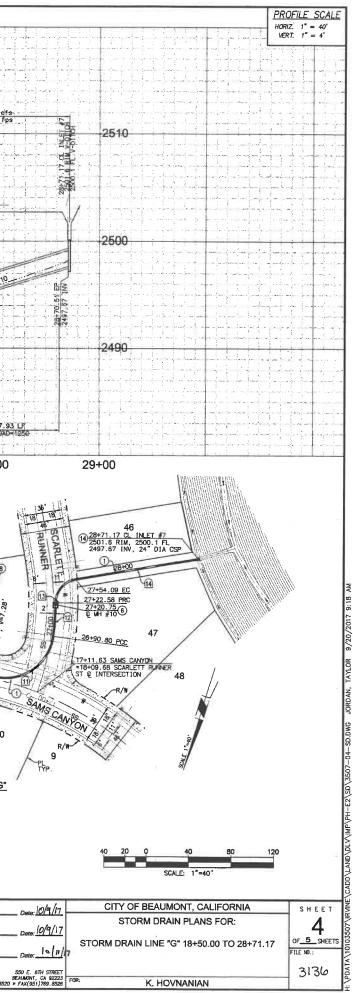


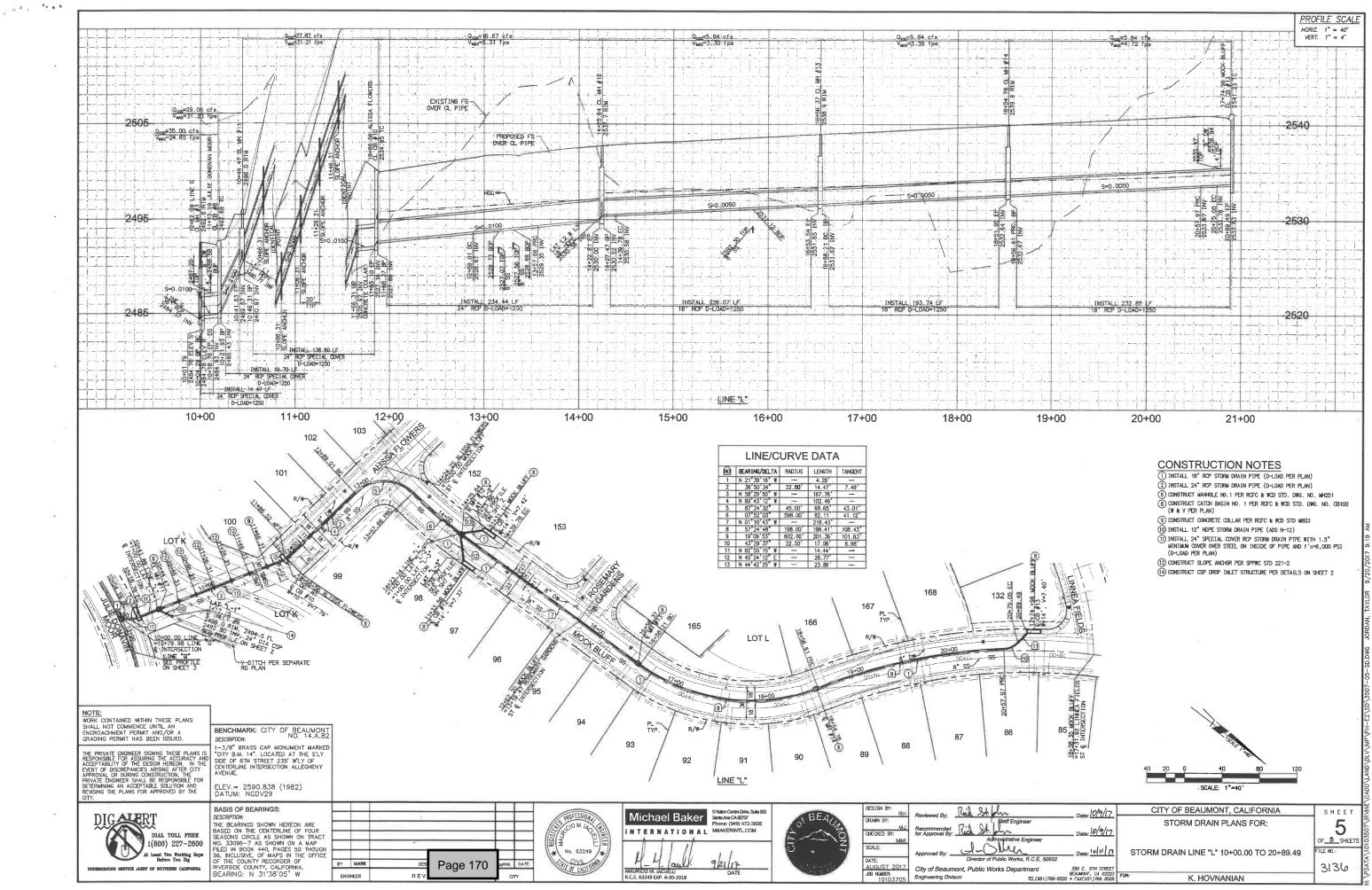




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BEA	City of Beaumont 550 E. 6 th Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us Case No. <u>AU2019-0415</u> Receipt No. <u>AU2019-0415</u> Receipt No. <u>AU2019-0415</u> Receipt No. <u>AU2019-0415</u> Date Paid 103110
	BOND EXONERATION APPLICATION
Bond 7	ype: Performance Maintenance Final Monument Inspection Other:
1.	Contact's Name KEUIN METCULFE Phone 949.236.1042
2.	Contact's Address 400 EXCHANGE SUITE 200 Inthe CA 92602
5.	Contact's E-mail K-METCS IFE CKHOU. CON
3.	Developer Name <u>14-HOVMANIAN</u> <u>HOMES</u> Phone <u>14-368-4500</u> (If corporation or partnership application must include names of principal officers or partners)
4.	Developer Address 400 EXCHANGE SUITE 200 INNE 6 92602
5.	Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered): TPACT 33096-13 Band 41383375 SEWER

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

KEVIN METCALE 6 Muthan Print Name and Sign - Contact/Applicant 10-20.19 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.

KEUIN METAILE Amtal Print Name and Sign-Contact/Applicant W-30-19 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.

KEUN ME CALLE 14 Print Name and Sign - Contact/Applicant Antill 10-30.19 Date



GENERAL NOTES

- ENERAL NUTES THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEALMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS. APPROVAL OF THIS PLAN DOCS NOT LESSEN OR WAIVE ANY PORTION OF THE BEALMONT WAINCIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, 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. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS SHALL REVISE DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL. A RIGHT-OF-MAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY DORK IN THE PUBLIC RIGHT OF WAY. PRICE TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEALMONT AS AN ADDITIONAL INSURED ON THE PERMITTE'S POLICY IN THE WINNIMM ANOLAT OF \$1, 1000, 000.000 OF OR EACH COURSENCE OF LIABILITY. THE BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTER'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,000 COD 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 ASPNCIES. 6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENT ARE NOT CONSTRUCTED PRIOR TO THESE PLANS WITHOUT THE UNPROVEMENT ARE NOT CONSTRUCTED PRIOR TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER. MODED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE FLANS AND TITLE SHET. 8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.

SEWER NOTES

SPECIFICATIONS.

SPECIFICATIONS.

PRIVATE ENGINEERS NOTICE TO

CONTRACTOR(S)

DEPARTMENT

APPLICANT/SUBDIVIDER:

24-HOUR CONTACT PERSON - JASON MOCK (909) 493-9066

Page 173

APPH DATE

CITY

MAURICIO M, IACUELLI R.C.E. 63249 EXP. 6-30-2018

K.HOVNANIAN . 400 EXCHANGE, SUITE 200

IRVINE, CA. 92602 (714) 368-4507

BY MARK

ENGINEER

- ORIGINAL DRAWINGS SHALL BELOWE THE PROFENTION THE OTHER OF THE OTHER OF THE STATEMENT OF 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
- UTT. 10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION. 11. WHERE TRENCIES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF: A. SLAMARY SHEET

- HERE TREDUCES ARE WITHIN CITT EASEMENTS, A SULS REPORT COMPRESSION A SUMMARY SHEETS
 B. LABORATORY MORK SHEETS
 C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOLS MECHANICS. THE SOLS 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 SHALL BE ATEINED BY ALL PROFESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE (S1) STATE AST FIVE (S) WORKING BY CALLING THE SINGENTRUCTION, APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
- 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 (931) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS MULL BE MADE THE NEXT WORK DAY UNESS YOU REQUEST OWNERING. REQUESTS MUST 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 MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND MEALTH STANDARDS, LATER AND REGULATIONS. 15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY PRIME AND/OR CONFERNED AGENCY SHOULD THE SAFETY DEVICES AND FEDERALINGS.
- 5. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCENSED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARO OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MAST BE PREPARED FOR ALL TRENCHES FIVE FRET (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 REGISTENED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA LCALIFORNIN PERMIT MAY BE SUBMICE AND INTENSION FROM THE SHORING. IF ANY ARCHAEOLOSICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING GONSTRUCTION, OPERATIONS WILL CASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OFERATIONS WILL NOT RESTART UNTIL THE PERMITTEE TO THE AND APPROXIMATION.
- UNITLE THE PERMITTEE HAS RECEIVED WRITTEN AUTOMATT THAT THE PERMITTEE HAS RECEIVED WRITTEN AUTOMATT THAT TO DO SO. TALL 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 DECIDENTS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETMENTSE FERMITTED. 18. ALL OFF-SITE HALL ROULES SOTHERWISE FERMITTED. 18. ALL OFF-SITE HALL ROULES 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 DESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALCORS THE HAUL ROUTE CRADUACENT STREETS AS A RESULT OF THE GRADING OPERATION.

- OCCURRING ALLONG 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 FROGRAM AND BLASTING PERNIT. 20. THE EXISTENCE AND LOCATION OF UTLITY 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 UTLILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTINUETOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OF STRUCTURES NOT SHOWN. 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AFEAD 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.
- PROPOSED WORK.
- 22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIF 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 WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION

BASIS OF BEARINGS:

THE REARINGS SHOWN HEREON ARE

BASED ON THE CENTERLINE OF FOUR SEASONS CIRCLE AS SHOWN ON A MAP

FILED IN BOOK 440, PAGES 50 THOUGH 56, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF

RIVERSIDE COUNTY, CALIFORNIA

BEARING: N 31'38'05" W

ASSESSOR'S PARCEL NO.

DIAL TOLL FREE 1(800) 227-2600

Loast Two Working Days Before You Dig

APN NUMBER 428-030-023

DIGALER'

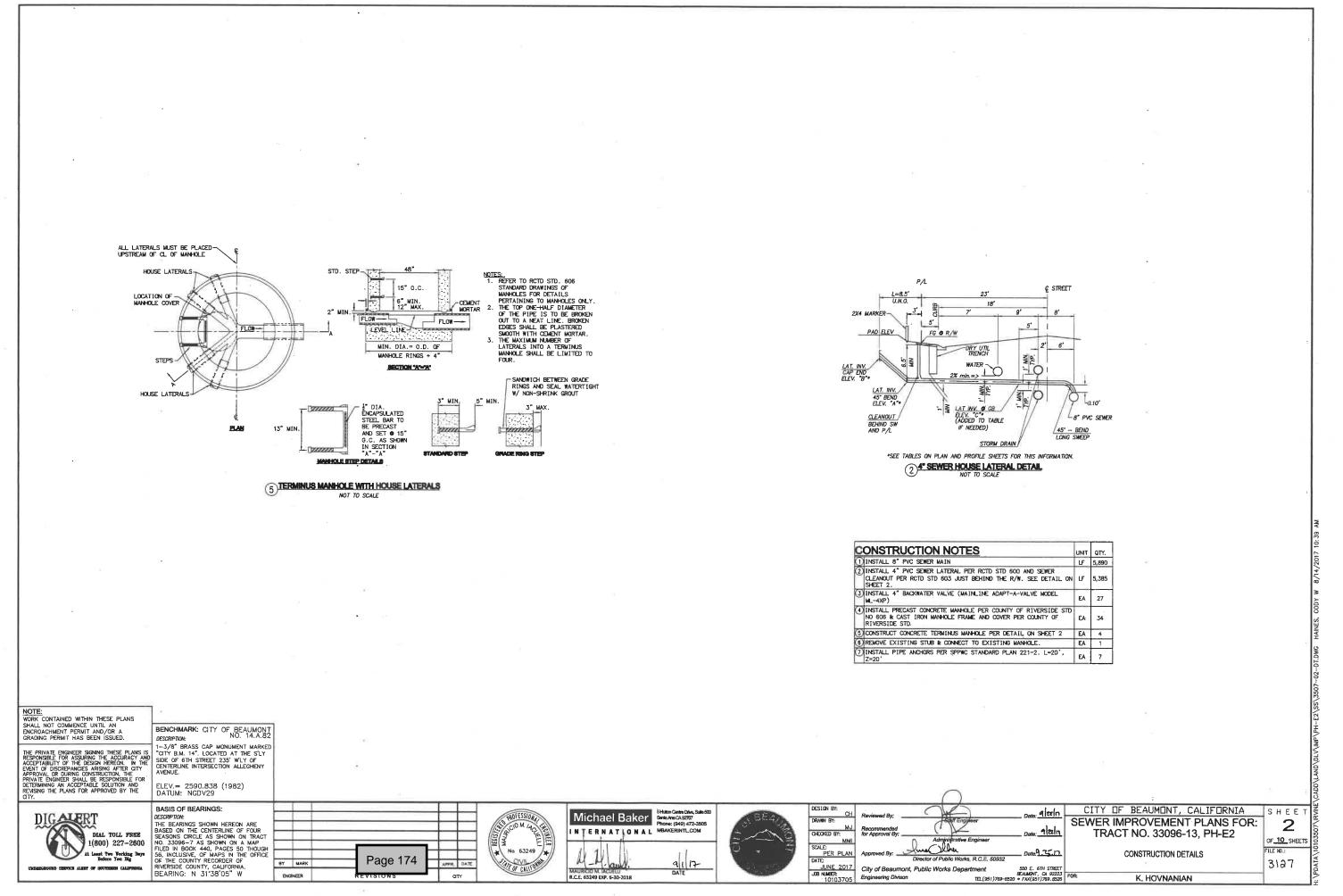
OF THE CITY ENGINEER

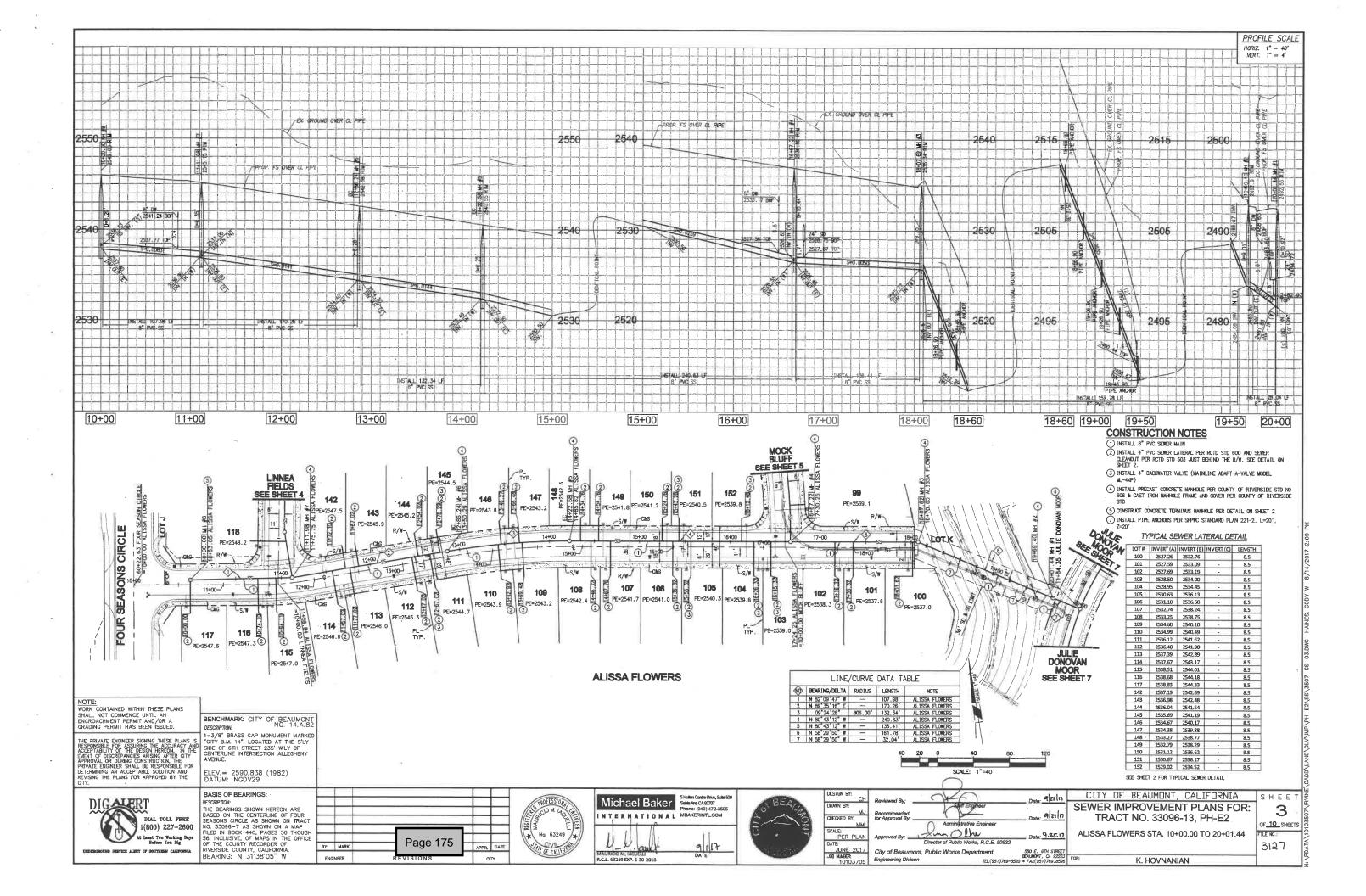
CITY OF BEAUMONT, CA SEWER IMPROVEMENT PLANS K. HOVNANIAN'S FOUR SEASONS AT BEAUMON TRACT NO. 33096-13

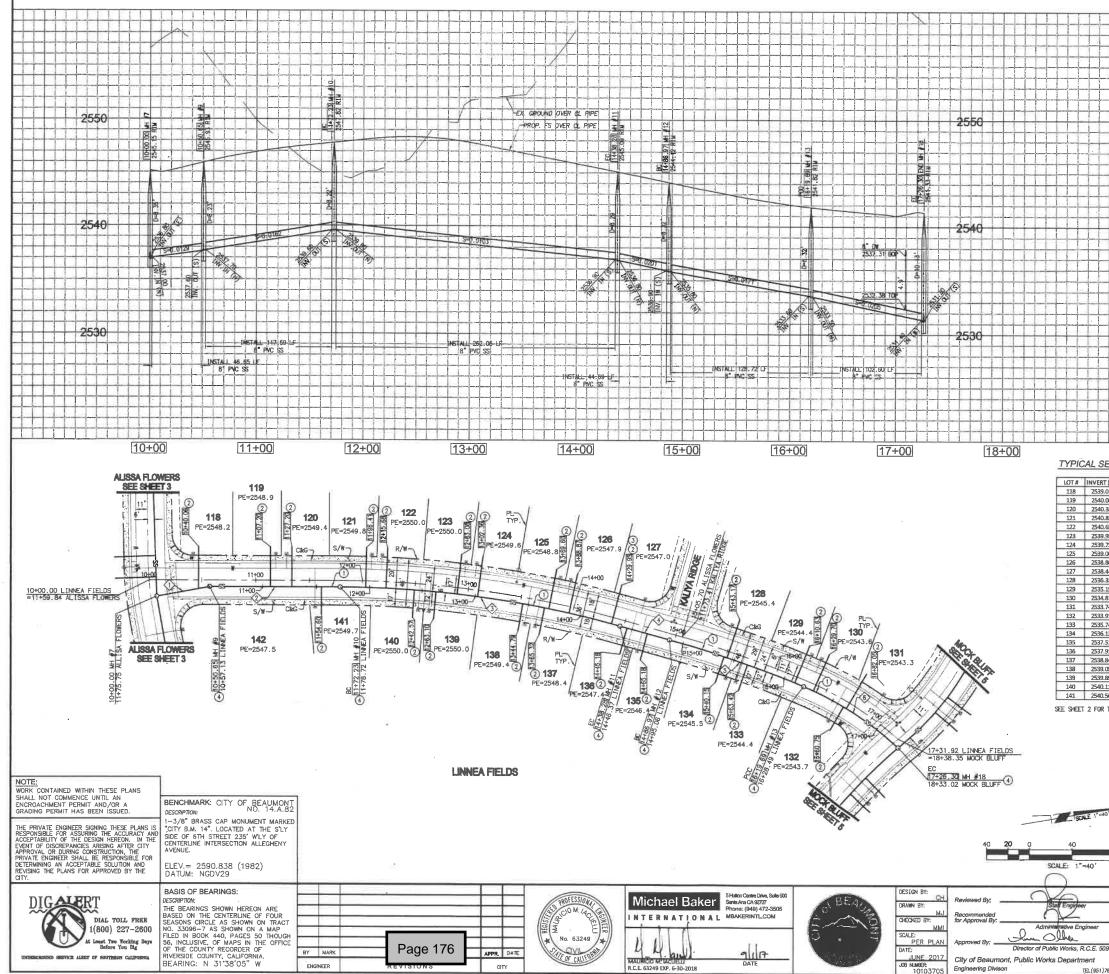
1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMMD'S) STANDARDS AND SPECIFICATIONS: 2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT), FORCE MAIN PROFILE ELEVATIONS ARE TO CENTIGRADE (CG), 3. CONTRACTOR HAS THE OPTION TO INSTALL PLASTIC OR VOP SEWERS EXCEPT WHERE SPECIFICALLY DESIGNATED ON PLANS PER EMMO STANDARDS AND ASSEMBLY BEAUMONT 11 TRACT BOUNDARY 15 BEGINING O BOTTOM OF CENTERLINE SPECIFICATIONS. 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. MANHOLES OF DEPTHS LESS THAN FIVE FEET FRAME FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD 181 TRACI CLEAN OUT CURB FACE =33096-1 CURB & GU MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEVER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
 ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-30.
 ALL LATERALS SHALL HAVE AN ON-SITE CLEANOUT IN ACCORDANCE WITH STANDARD DRAWING SB-32. 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.
 MAINING CLEANOUTS, WHERE CALLED FOR ON THE FLANS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-52.
 PRIOR TO CONSTRUCTION OF SEWER, CONTRACTION SHALL EXPOSE EXISTING SEWER TAND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MODE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
 ALL SEWER INLETS AT THE MANHOLES SHALL BE SOCHEDULED AT THE CONVENTION OF THE CUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CONNETTING IN ACCORDANCE WITH SPECTOR.
 ALL SEWER INLETS AT THE MANHOLES SHALL BE SCHEDULED AT THE CONVENTION OF THE CUTLET DIN ACCORDANCE WITH SPECTOR.
 ALL SEWER INLETS AT THE MANHOLES SHALL BE SCHEDULED AT THE CONVENTION OF THE CUTLET DIN ACCORDANCE WITH SPECTOR.
 ALL SEWER INLETALS, WHERE FOR THOON NOT HE PLANS, ARE TO BE DETERMINED IN THE FILL PRIOR TO CONSTRUCTION THE WARKING DAYS FOLLOWING ITS COMMENCEMENT.
 SEMER LATERALS SHALL BE TO DE CONSTRUCTION THE SHALL BE CONSTRUCTION TO MISS DRIVEWERS AND LATERALS, WHERE FOR THOON ON THE PLANS, ARE TO BE DETERMINED IN THE FILL PRIOR TO CONSTRUCTION TO MISS DRIVEWERS AND LATERALS, WHERE FOR SHOUN ON THE PLANS, ARE TO BE DETERMINED IN THE FILL PRIOR TO CONSTRUCTION TO MISS DRIVEWERS AND DATAKED SB-707.
 SEMER LATERALS SHALL BE CONSTRUCTION TO SCHEMISE SHOWN ON PLAN DOMESTIC W EASEMENT END OF CU FINISHED G FINISHED PA 18 FLOWLINE T GRADE BREA HIGH POINT. HOME OWNER 180 (e) 19 INVERT [20] LOW POINT 1 2 25 MANHOLE PAD ELEVAT 1 (94) (22) POINT OF F (23) 361 78 68 2 PROPERTY I 241 (96) 87 1 [72] PRIVATE UT 28 97 RIGHT-OF-28 SIDEWALK . SANITARY S 98 Neo wind 20 30 21 (34) TOP OF CUI 38 TOP OF MAN UNLESS NOT ADMINISTRATIVE CODE. 13. WHERE GROUNDWATER IS ENCOUNTERED, ALL VCP PIPE SHALL BE TREATED FOR UTILITY...... ABSORPTION RESISTANCE PER EMBO'S SPECIFICATIONS.
 BACKWATER VALVES SHALL BE INSTALLED PER SECTION 710.1 OF THE UNIFORM PLUMBING CODE.
 ALL PIFE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING S8-157, S8-158, AND S8-159. TRACT 133096-5. INDEX MAP INDEX MAP LEGEND: 1 SHEET NUMBER LOTATIVACTION 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 21 I SHALL BE THE CONTRACTORS BERSONSIBLITY TO NOTIFY THE OWNER OF MANHOLE NUMBER 4 LOT NUMBER INDEX OF SHEETS SHEET DESCRIPTION 2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK, TITLE SHEET, VICINITY/LOCATION/INDEX MAPS & NOTES 1 3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL, BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION. 2 CONSTRUCTION NOTES & DETAILS CONSTR CONSTRU 3-10 SEWER IMPROVEMENT PLAN THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY. SCALE: 1"=200 DURING T "DECLARATION OF RESPONSIBLE CHARGE" I HEREBY DECLARE THAT I AN 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 DESIGN OF THE DESIGN SCOLE, AND THAT THE CONSTRU ANY AND UABILITY LEGEND: PROP. 8" SEWER MAIN UNAUTH SEWER MANHOLE FOR, OF 0 ONECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BEAUMONT DOES NOT RELIEVE WE AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN. PLANS SEWER | ATERAL 1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT. 2. THENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL 0 SITE. CONSTRUCTION NOTE REFERENCE FIRM MICHAEL BAKER INTERNATIONAL NORTHW \otimes LINE/CURVE DATA REFERENCE COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS ADDRESS: 5 HUTTON CENTRE DR, SUITE 500 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 PROP 8" DOMESTIC WATERLINE CITY, ST SANTA ANA CA 92707 (949 472 - 1405 TELEPHON PROP WATER METER APPROVED. 4. SIDEWALK AND DRIVEWAY APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED. PROP WATER VALVE DATE: 8 RCE: 63249 PROP FIRE HYDRANT ¢ LEGAL DESCRIPTION: PROP STORM DRAIN BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE. IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING LOCATED IN SECTION 14, T. J. S., R. 1 W., S.B.M. ⊶ď PROPOSED STREET LIGHT PROPOSED CURB & GUTTER THE TOTAL STREET PROPOSED SIDEWALK NPDES PERMIT DESIGN BY: ALD PROFESSIONAL 5 Hutlon Centre Drive, Suite 50 Santa Ana CA 92707 Michael Baker DRAWN BY hona: (949) 472-3505 MBAKERINTL.COM INTERNATIONAL CHECKED BY: Λ SCALE DATE: No. 63249 9117 DATE JUNE 2017 City of Beaumont, Public Works Department

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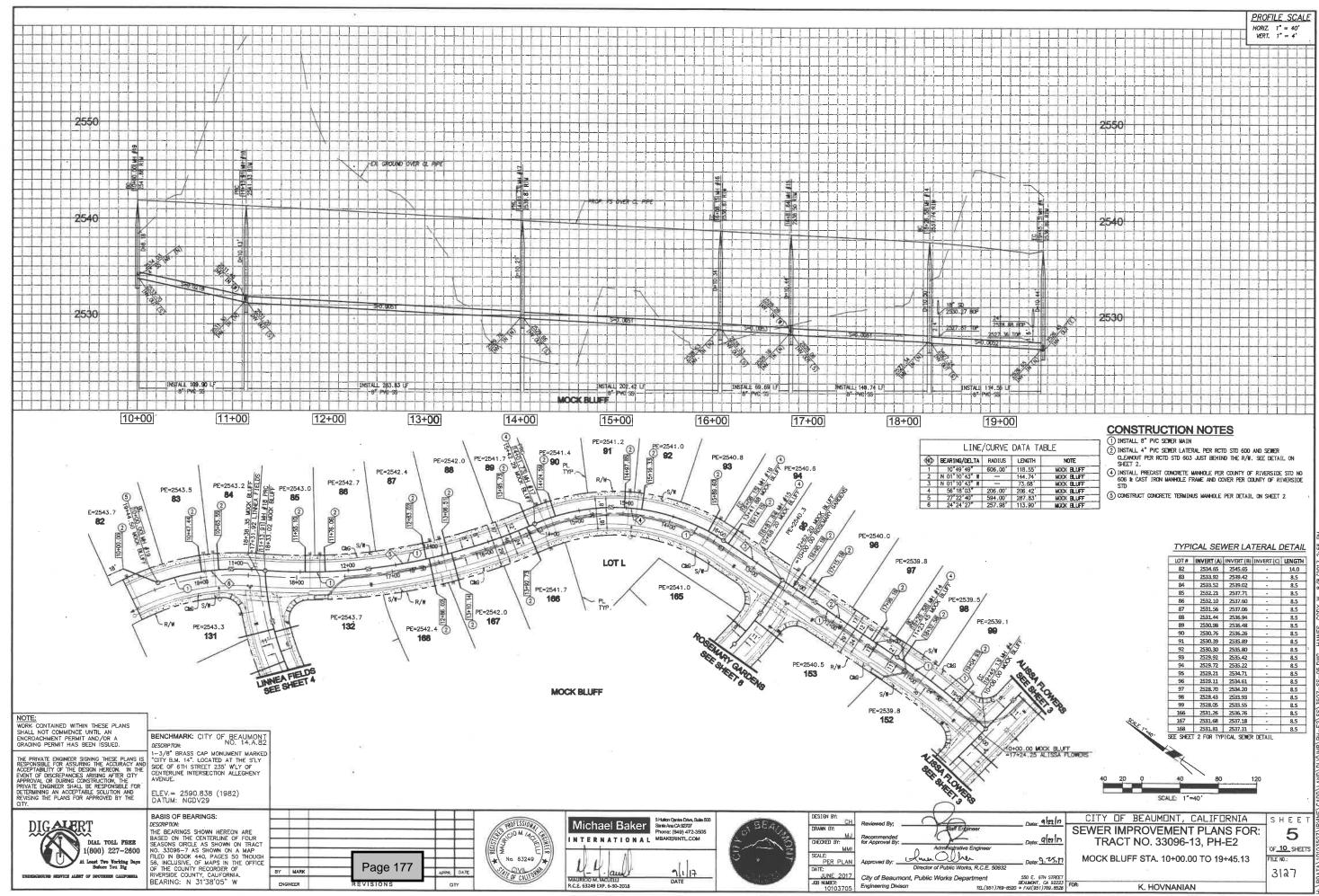
NT BREVIATIONS: IBLYASSY IONT CHERRY VALLEY MATER DIX NOT CHERRY VALLEY MATER DIX		Property I	MORSTAIL 19 1 6		
M OF PIPEBOP RUNECL OR C/L			NTS		
OUTCO FACECF & GUTTERC&G STIC WATERDW ENTESMT F CURVEFG D GRADEFG					
ED PAVDADENT					
ALKSWK OR SW RY SEWERSS INSTA F CURBTTC F ANANHOLETMH F PIPETOP LLTPP S NOTED OTHERWISE U.N.O. /UTL			DCATION MAP NTS		
THE IMPR FOLLOWING	DOCUMENTS, (DONE SHALL BE PERFORMED I CURRENT AT THE TIME OF CON	IN ACCORDANCE WITH 1 ISTRUCTION, AS DIRECT	THE TED BY	
 THE CITY ENGINEER. BEALMONT MUNICIPAL CODE. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461. FLOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLODO CONTROL FACILITIES. SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEMER FACILITIES. ALL OTHER PUBLIC WORKS THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK). THIS SET OF PLANS. RESCLUTION NO TM2017-0001, DATED 07/11/2017. SOLIS REPORT AND RECOMMENDATIONS BY LEIGHTON & ASSOCIATES. INC. DATED 6/14/2017. ISTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, STRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, STRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, STRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, STRUCTION CONTRACTOR MULL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSED FOR POPERTY. THAT 					
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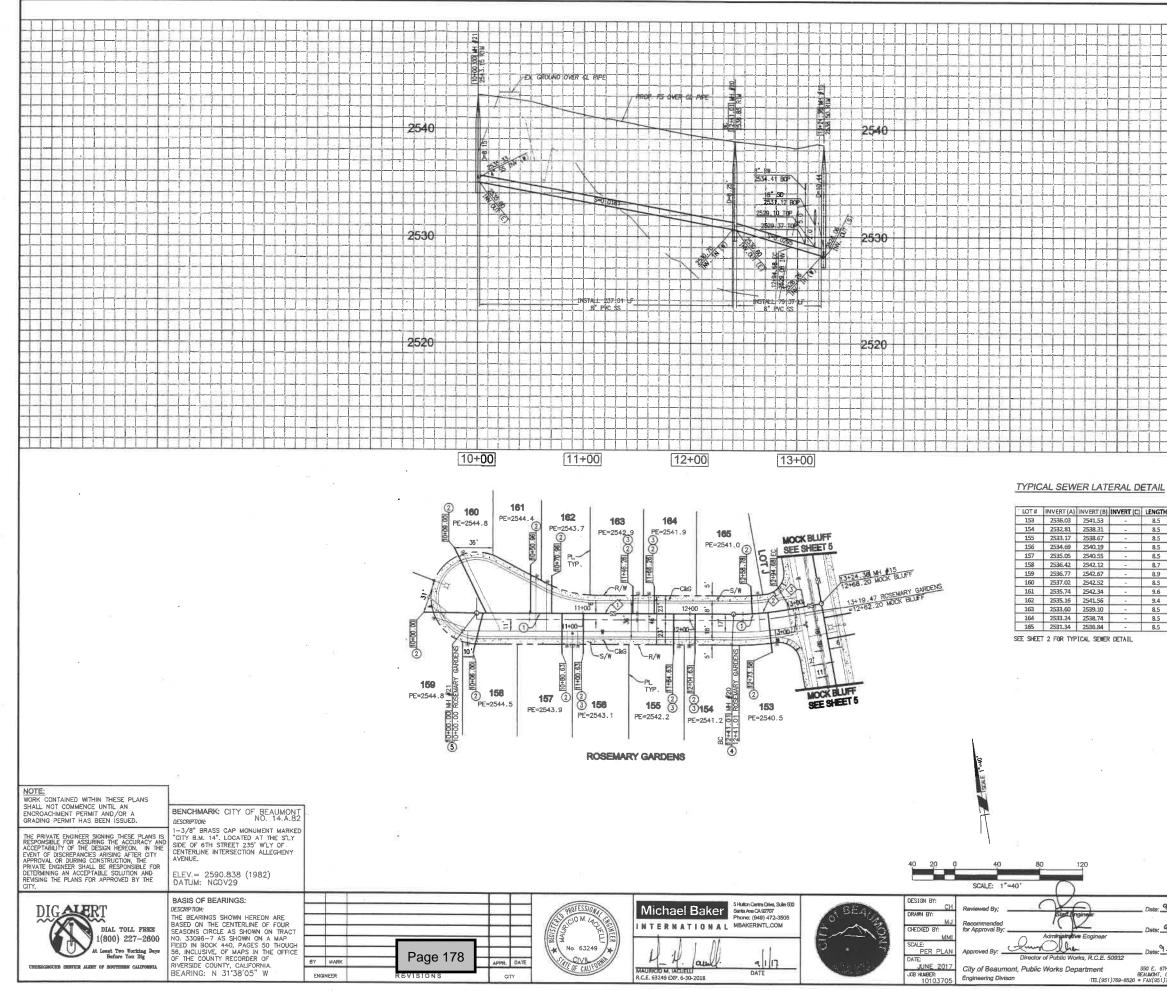
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CONSTRUCTION NOTES

(1) INSTALL 8" PVC SEWER MAIN

(2) INSTALL 4" PVC SEMER LATERAL PER RCTD STD 600 AND SEMER

CLEANOUT PER RCTD STD 603 JUST BEHIND THE R/W. SEE DETAIL ON SHEET 2.

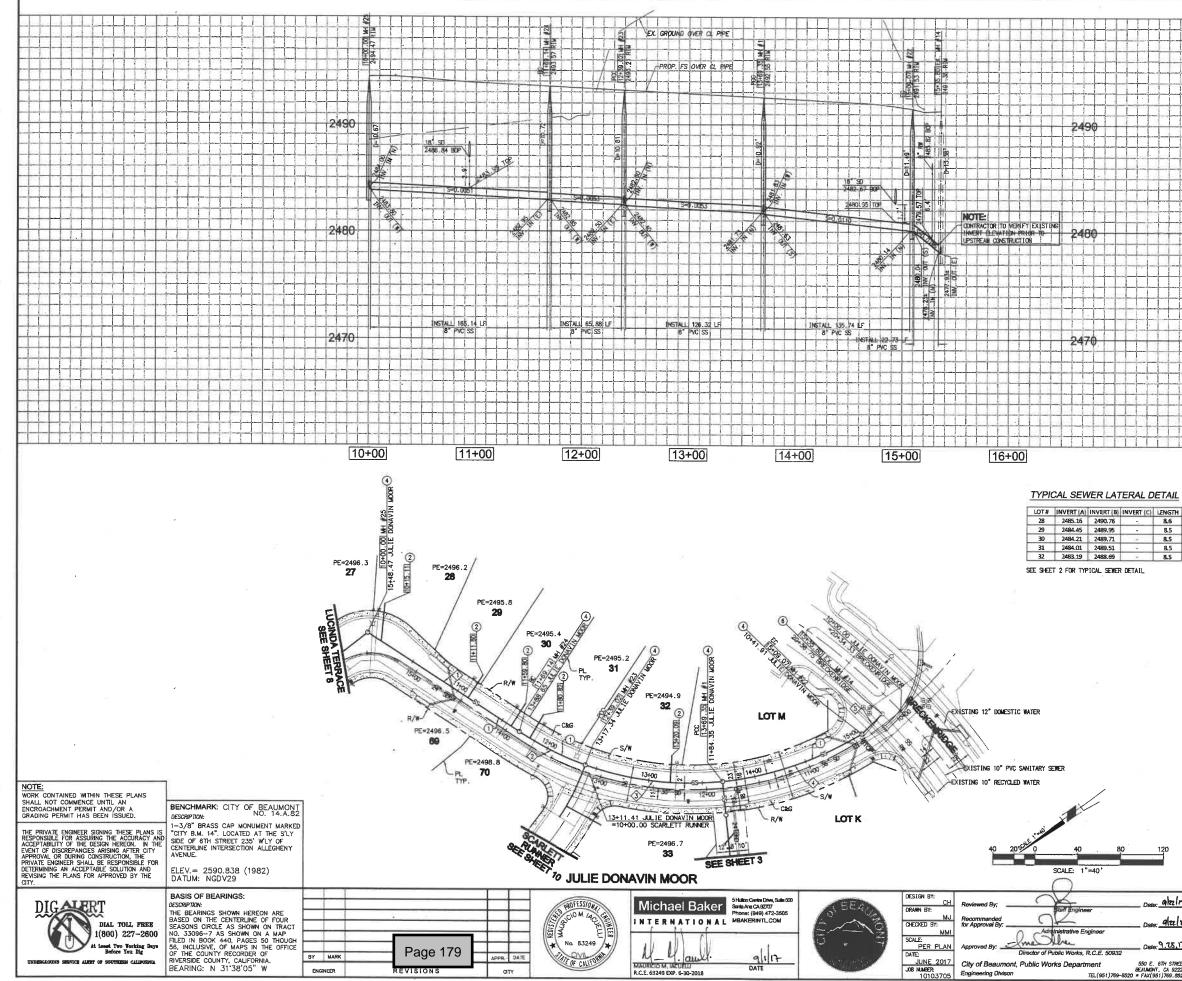
(3) INSTALL 4" BACKWATER VALVE (MAINLINE ADAPT-A-VALVE MODEL ML-4XP)

TOTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 IK CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD

5 CONSTRUCT CONCRETE TERMINUS MANHOLE PER DETAIL ON SHEET 2

	LINE	/CURVE	DATA TA	ABLE	
BEARING/DELTA		RADIUS	LENGTH	NOTE	
1	N 80"43'12" W	·	241.01	ROSEMARY GARDENS	
2	10*04'08"	294.00'	55.67'	ROSEMARY GARDENS	
3	N 88 49 17 E	-	31.70'	ROSEMARY GARDENS	

			2
Date: 912	CITY OF BEAUMONT, CALIFORNIA	SHEET	VINF
Date: altzln	SEWER IMPROVEMENT PLANS FOR:	6	07\IR
Date: 41(C())	TRACT NO. 33096-13, PH-E2	OF 10 SHEETS	0.35
Date: 9.25.17	ROSEMARY GARDENS STA. 10+00.00 TO 13+24.38	FILE NO.;	1101
550 E. 6TH STREET		3127	DATA
BEAUMONT, CA 92223 51)769-8520 * FAX(951)769.8526	FOR: K. HOVNANIAN		



	$\frac{PROFILE \ SCALE}{HORIZ}$	
	HORIZ. $1^* = 40'$ VERT. $1^* = 4'$	
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CONSTRUCTION NOTES

1) INSTALL 8" PVC SEWER MAIN

(2) INSTALL 4" PVC SEWER LATERAL PER RCTD STD 600 AND SEWER CLEANOUT PER RCTD STD 603 JUST BEHIND THE R/W. SEE DETAIL ON SHEET 2.

(1) INSTALL PRECAST CONCRETE MANHOLE PER COUNTY OF RIVERSIDE STD NO 606 & CAST IRON MANHOLE FRAME AND COVER PER COUNTY OF RIVERSIDE STD

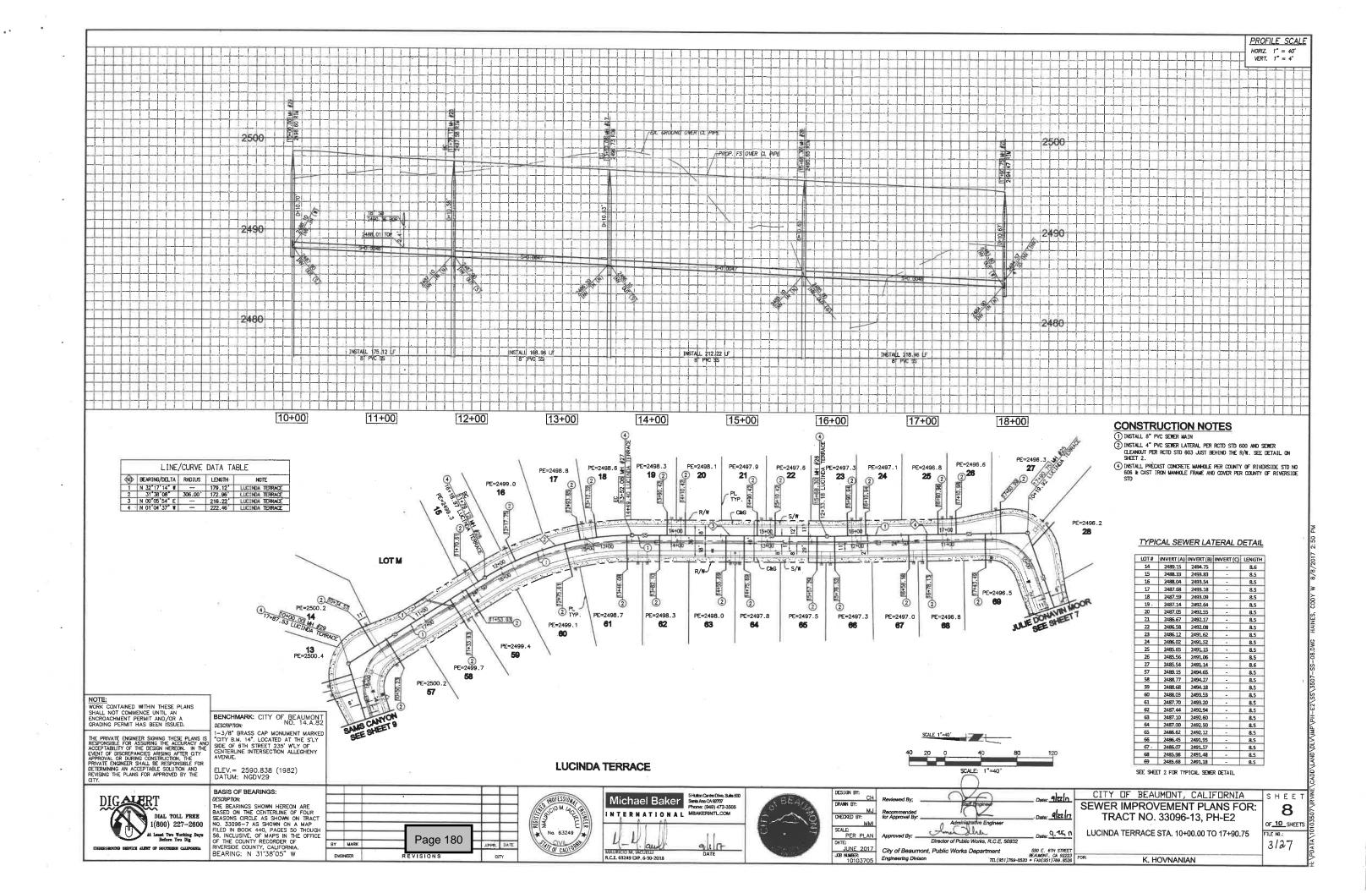
(6) REMOVE EXISTING STUB & CONNECT TO EXISTING MANHOLE.

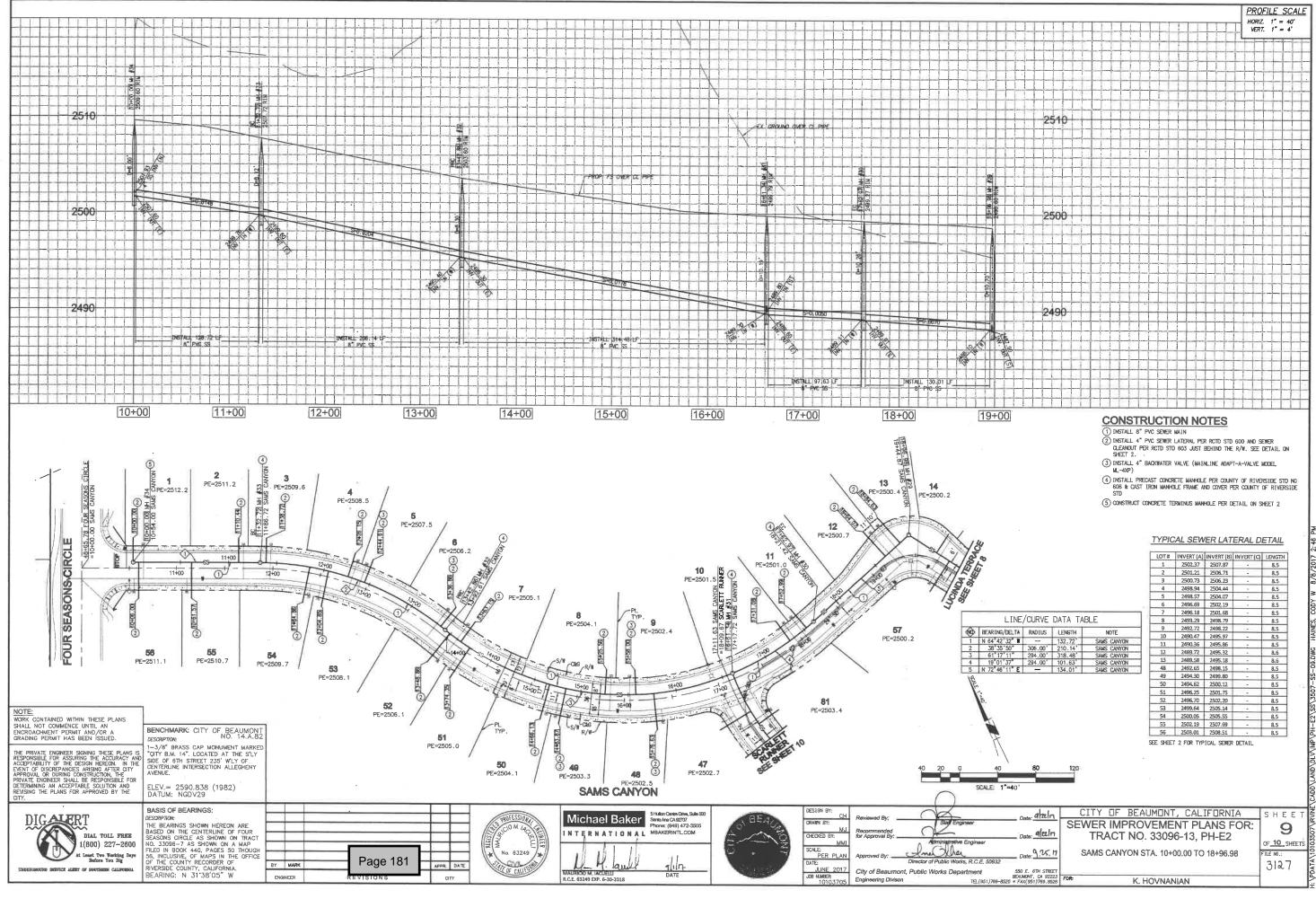
	LINE	/CURVE	DATA T	ABLE
۲	BEARING/DELTA	RADIUS	LENGTH	NOTE
1	N 70°07'47" E	1	165.14	JULIE DONOVIN MOOR
2	13°37'58"	293.68	69.88	JULIE DONOVIN MOOR
3	25"25'30"	293.68'	130.32'	JULIE DONOVIN MOOR
4	23*20'35"	333.17'	135.74'	JULIE DONOVIN MOOR
5	N 07" 37" 03" W	-	22.73	JULIE DONOVIN MOOR

/			\PH-E2
80 120			_DLV\IMF
	9 V		CADD\LAND\DLV\IMP\PH-E2
Date: atzln	CITY OF BEAUMONT, CALIFORNIA SEWER IMPROVEMENT PLANS FOR:		IRVINE
Date: alzılıı	TRACT NO. 33096-13, PH-E2	OF 10 SHEETS	10103507
Date: 9.75.17 50932 550 E. 6TH STREET BEALMONT, CA 92223	JULIE DONAVIN MOOR STA. 10+00.00 TO 15+35.80	FILE NO .: 3127	PDATA
51)769-8520 * FAX(951)769.8526	FOR: K. HOVNANIAN		≥ ï

- 8.6 - 8.5 - 8.5 - 8.5

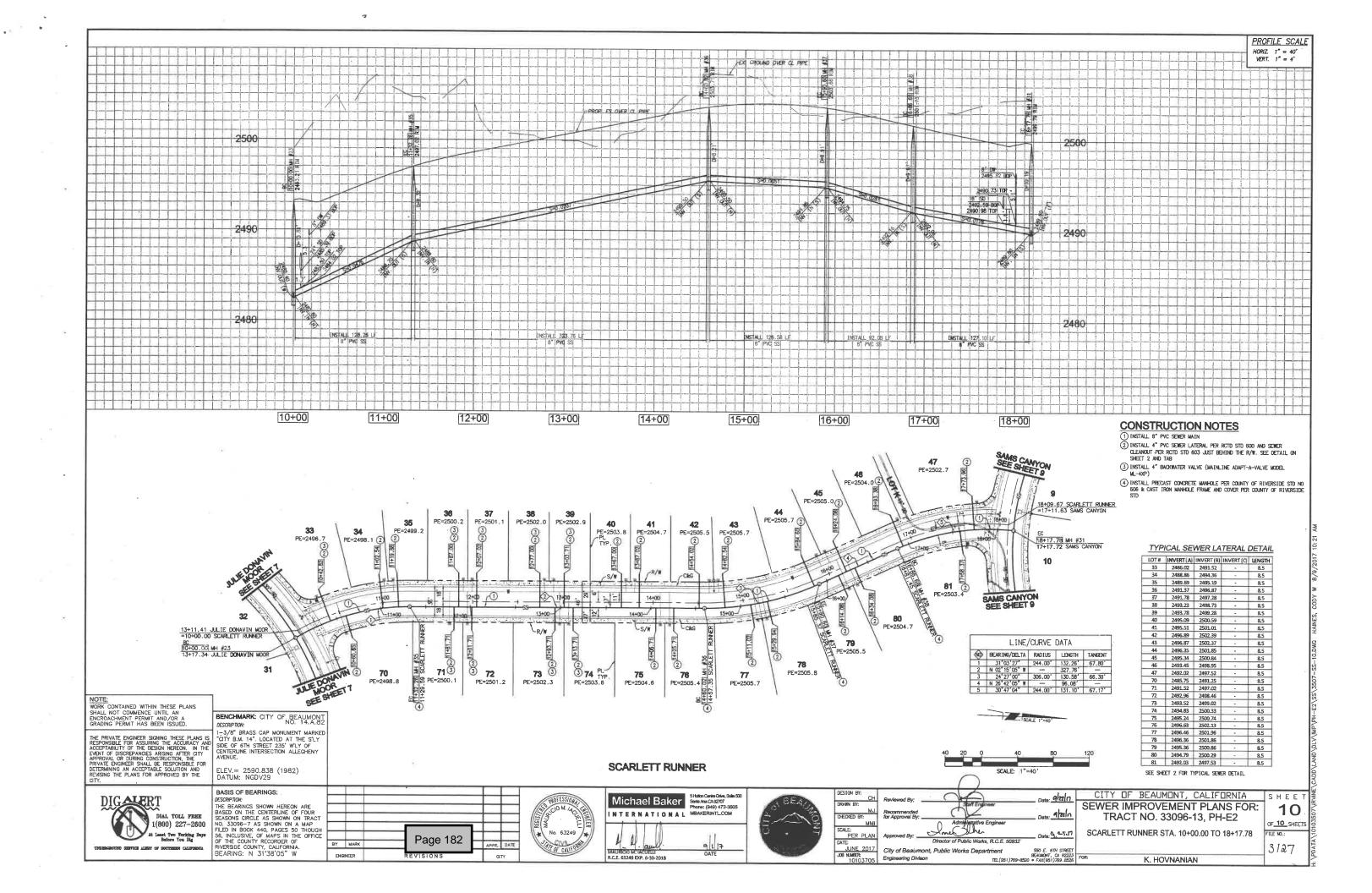
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BE	AUMONT California	550 E. 6 th Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us	
		BOND EXONERATION APPLICATION	
Bond		ance Maintenance Final Monument Inspection Other.	
1.		KEVIN METONIFE Phone 949-236-1042	
2.	Contact's Addre	ss too Exchange Suite 200 Ipvine G 92602	
5.	Contact's E-mai	K-METCALFECKHOU.COM	
3.	Developer Name (If corporation or page	e 12 Hov MNIAN HOMES Phone 714-368-4500 artnership application must include names of principal officers or partners)	
4.	Developer Addr	ess 400 Exchange Suite 200 Fruine 6 92602 City/St/Zip	
5.	Description of B number, and des	City/St/Zip Fonds (including Bond Number, Tract Map/Application number, Lot cription of improvements covered): 96-13 Bond # 226 4727 Street Improvements	
6.	to the best of my and exhibits are	ON OF ACCURACY AND COMPLETENESS: I hereby certify that knowledge the information in this application and all attached answers true, complete, and correct.	
ŀ	Print Name and	Sign-Contact/Applicant Date	
7.	employees and v costs (including of or in connecti comply with any for such loss or of KEUM ME	indemnify, defend, and hold harmless the City and its officers, officials, rolunteers from and against any and all liability, loss, damage, expense, without limitation costs and fees of litigation) of every nature arising out on with contractor's performance of work hereunder or its failure to of its obligations for which this Bond exoneration is requested, except lamage which was caused by the active negligence of the City. U-30-19 Sign - Contact/Applicant $U-30-19$	

Page 183

- 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.

KEVIN ME Caste Mutul Print Name and Sign-Contact/Applicant 10-30-19 Date



GENERAL NOTES

- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT
- THIS PLAN SUPERSEDES ALL OTHER PLANS PREVOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS. 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 PERTIAN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-GESPONSIBILTY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER
- FOR APPROVAL. A RIGHT-OF-MAY 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 BEALMONT AS AN ADDITIONAL INSURED ON THE PERMITTE'S POLICY IN THE MINIMUM AMOUNT OF \$1,000,00.00 FOR EACH OCCURRENCE OF LIADITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS WI OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE MPROVEMENT AGREEMENT. NO REVISIONS MILL 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.

- ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE
- CITY DRAINEER. 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
- B. LABORATORY WORK SHEETS C. COMPACTORY WORK SHEETS C. COMPACTORY WORK SHELL 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 WRITEIN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE OFLID TEST. MMEDIATELT SUDMETTING SHALL BE HELD AT THE SITE PRIOR TO THE RECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE RECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE
- A PRECONSTRUCTION MELTING SHALL BE HELD AT THE SITE PHILAR TO THE DECONNING 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. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY
- 1.3. 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 OTHERWSE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
 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 STANDARS, LAWS AND REGULATIONS.
 THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE OTH FORMER DANO (DR CONFERED A ADDROT SHOWING THE DESIGN, OF SOLORING, AD DETAIL PLAN TO THE OTH FORMER DANO (DR CONFERED A ADDROT DE DESIGN OF SOLORING).
- THE OUTTIME OTTY 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 CANING GROUND DURING THE EXACATION OF SUCH TRENCH OR TRENCHOSE OR DURING THE OF "CANING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR URING 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. THILE 8 CALIFORNIA ADMINISTRATIVE COOL, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERHIT MUST BE SUBMITED TO THE INSPECTOR PRIOR TO EXCAVATION.
 IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS MILL CASES IMMEDIATELY, AND THE PERMITTEE MILL NOTIFY THE CITY ENGINEER. OPERATIONS MILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WHITEN AUTHORY FROM THE CITY ENGINEER AT UNTIL THE PERMITTEE HAS RECEIVED WHITEN AUTHORY FROM THE CITY ENGINEER TO DO SO.
 ALL OPERATIONS CONDUCTED ON THE STE 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 THE PERIOD. CONSTRUCTION, ORDIVITIES WILL BE LIMITED TO THE CONTRACTOR THE AND GO ON. AND G: OO P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERMES PERMITTED. BACH DAY MONDAY THROUGH REDAY, DAVIESS OTHERMES PERMITTED. BACH DAY MONDAY THROUGH REDAY.
 BACH DAY MONDAY THROUGH CRIDAY SERVICE OF ORTIRACTOR THE AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE ANDLE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING AND RECORDS. ATTENTION IS CALLED TO THE, POSSIBLE EDATEMED BY ASEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EDATENCE OF OTHER UTILITY FACILITIES SHOWN ON THE CONTRACTOR SHALL BE EXSTENCE OF OTHER UTILITY FACILITIES SHOWN ON THE CONTRACTOR SHALL BE EXSTENCE OF OTHER UTILITY FACILITIES SHOWN ON THE CONTRACTOR SHALL BE PIPF INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR

- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND 21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE FORCETS SIFE 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 AFECTED UTLITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE

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

NOTE

NOTE

SEE SEPARATE PLANS FOR CATCH BASINS, CONNECTOR PIPES, AND STORM DRAIN SYSTEM DESIGNS.

ORK CONTAINED WITHIN THESE PLANS

SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A

GRADING PERMIT HAS BEEN ISSUED

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.

DESCRIPTION

BENCHMARK: CITY OF BEAUMONT

-3/8" BRASS CAP MONUMENT MARKED

CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS K. HOVNANIAN'S FOUR SEASONS AT BEAUMONT TRACT NO. 33096-13

TRAC

33096-12

PHASE E2

STREET NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. THIS INCLUDES UNDERGROUNDING OF EXISTING OVERHEAD LINES ALONG THE PROJECT FRONTAGE AS DECIMENTAL ON THE ON THE ADDITION OF ADDITIONO OF ADDITION OF ADDITION OF ADDITIONO OF ADDITI AS REQUIRED BY THE CONDITIONS OF APPROVAL, PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF

- OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (351) 769-8520.
 ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, GREENBOOK, LATEST EDITION AND THE RIVERSIDE CUNTY TRANSPORTATION DEPARTIMENT IMPROVEMENT STANDARDS AND SPECIFICATIONS, "LATEST EDITION," COUNTY ORDINANCE NO. 461 AND SUBSEQUENT AMENDMENTS.
 ALL UNDERGROUND FACILITES, WITH LATERALS, SHALL BE IN PLACE PRIOR TO PANING THE STREET SECTION INCLUDING, BUT NOT LUMIED TO, THE FOLLOWING SEVER, WATER, ELECTIC, GAS AND STORM DRAIN.
 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 SPASAGE FOR THE TRAVELIME PUBLIC AND WORKERS UNTIL THE FINAL COMPETION AND ACCEPTANCE OF THE PROJECT BY THE CITY. A TRAFFIC CONTROL PLAN MUST BE SUBMITTED WITH APPROVED STREET PLAN FOR REVIEW TO THE PEDIATIS SECTION OR INSPECTION SECTION (FOR MAP CASES) PRIOT TO DETAINING AND OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.

- OR INSPECTION SECTION (FOR MAP CASES) PRIOR TO OBTAINING AN ENCROACHMENT PERMIT. 5. ANY PRIVATE DRAINAGE FACILITES SHOWN ON THESE PLANS ARE FOR INFORMATION ONLY. BY SIGNING THESE INPROVALENT PLANS, NO REVIEW OR APPROVAL OF THESE PRIVATE FACILITES SHOWN ON THESE PLANS AND REVIEW OR APPROVAL OF THESE PRIVATE FACILITES ARE IMPLIED OR INTENDED BY CITY OF BELWIGHT PUBLIC WORKS DEPT. 6. THE DEVELOPER WILL INSTALL STREET NAME SIGNS CONFORMING TO R.C.T.D. STANDARD NO. 816. 7. ALL STREET SECTIONS ARE TENTATIVE. ADDITIONAL SOLL TESTS SHALL BE TAKEN AFTER ROUGH GRADING TO DETERMINE THE EXACT STREET SECTION REQUIREMENTS. INSTALL STREET CONTINUE NO. 401 IF EXPANSIVE SOLUTIERED BY REVERSIDE COUNTERED. 8. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER TO NOTIFY THE ENGINEER TO INSTALL STREET CONTINUE MONUMENTS AS REQUIRED BY RIVERSIDE COUNTRY ORDINANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TE TO CONSTANCE NO. 461. IF CONSTRUCTION CENTERLINE DIFFERS, PROVIDE A TE TO CONTINUE ON MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILLED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION BECOMMSTUCTION, SURVEY MONUMENTS INCLUDING CENTERLINE MONUMENTS. THE POINTS, PROPERTY CORNERS AND BENCH MARKS SHALL BE REFERENCED OUT AND CORNER RECORDS FILLED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION BECOMS FILLED WITH THE COUNTY SURVEYOR PURSUANT TO SECTION BECOMS THOSE POINTS PROFENT OCMPLETON AND ACCEPTANCE OF THE MEROMENTS. 9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE REFERENCED OUT AND CORNER FROMS SHALL BE RESET, AND A SECOND CORNER RECORD FILLD FOR THOSE POINTS PROF TO COMPLETON AND ACCEPTIONE OF THE SEPARATE DURING CONSECUTION SHALL BE ARESED AND A SECOND CORNER RECORD FILLE FOR THOSE POINTS PROF TO COMPLETON AND ACCEPTIONE OF THE SEPARATE DURING TO ACCOMPLENTS. 9. ASPHALTIC EMULSION (FOG SEAL) SHALL BE REFERENCED OUT AND CORNER FROM FOR TO COMPLETON AND ACCEPTIONE OF THE SEPARATE DURING CONFORMATION SHALL BE RESET, AND A SECOND CORNER RECORD FILLED FOR THOSE POINTS PROR TO COMPLETON AND ACCEPTIONE OF THE SPHALT DE ADVENTION S
- AND 94 OF THE STATE STANDARD SPECIFICATIONS 10. PRIME COAT IS REQUIRED PRIOR TO PAVING ALL GRADES IN EXCESS OF TEN
- PERCENT 11. CONSTRUCTION PROJECTS DISTURBING MORE THAN ONE ACRE MUST OBTAIN A
- NATIONAL, POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT) OWNERS/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), PREPARE A STORM WATER
- STATE WATER RESOURCES CONTROL BUARD (SWRCB), PREPARE A STORM WATER POLLIDON PREVENTION PLAN (SWPP) AND MONTRONG PLAN FOR THE SITE 12.THE DEVELOPER SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SIONS AND MARKINGS NOT INCLIDED IN THE SIGNING AND STRIPTING 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 DESIGN OF THE PROJECT ON THE ROADS UNDER THE JURISDICTION OF THE DEVELOPE
- DEVELOPER. 13.1T SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/CONTRACTOR TO APPLY TO THE RIVERSIDE COUNTY FLOOD CONTROL (RCFC) FOR PERMITS WHEN ANY STORM DRAIN PIPE NEEDS TO BE CONNECTED WITH A RCFC FACULTY AND ADD PERMITEE
- TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN STATE RIGHT-OF-WAY. 15 CURB DEPRESSIONS AND DRIVEWAY APPROACHES WILL BE INSTALLED AND
- CONSTRUCTED ACCORDING TO COUNTY STANDARDS NO. 206 AND/OR 207, AS DIRECTED IN THE FIELD. STREET LIGHTING PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING PLAN PER PLAN PER CITY OF BEAUMONT'S APPROVED STREET LIGHTING
- SPECIFICATIONS
- SPECIFICATIONS. 17.FOR ALL DRIVEWAY RECONSTRUCTION BEYOND RIGHT-OF-WAY, PROOF OF DRIVEWAY OWNER NOTIFICATION IS REQUIRED PRIOR TO CONSTRUCTION. 18.INSTALL STREET TREES IN ACCORDANCE WITH ORDINANCE 461 AND THE

BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 ON FILE IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS IN THE OFFICE

OF THE COUNTRY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING

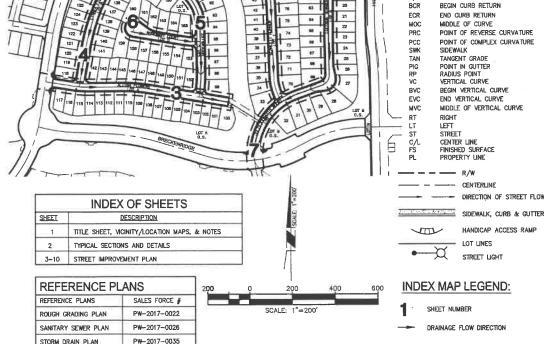
LEGAL DESCRIPTION:

APN NUMBER 428-030-023

LOCATED IN SECTION 14, T. 3 S., R.1 W., S.B.M.

ASSESSOR'S PARCEL NO.

- COMPREHENSIVE LANDSCAPING GUIDELINES (CHOOSE THREE SPECIES AND NAME THEM HERE).
- THEM HERE). 19. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FRM OBSERVE TRENCHING, BACKFILLING, & SOIL COMPACTION OF ALL UTLITY TRENCHES WITHIN ALL EASEMENTS & ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTEFING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS & GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTLITY TRENCH IS COMPLETED & CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATCHIAS ARE DIACTED AND THE MATERIALS ARE PLACED ONSITE.





PW-2017-0032

FLOGARD + PLUS CATCH BASIN FILTER NSERTS BY OLDCASTLE STORM WATER SOLUTIONS SHALL BE INSTALLED ON ALL CATCH BASINS WITHIN THIS TRACT.

DOMESTIC WATER PLAN

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE RECUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LUABILITY, REAL LIABILITY ARISING FROM THE SOLE NEGLEGROE OF DESIGN PROFESSIONAL LIABILITY ARISING FROM THE SOLE NEGLEGROE OF DESIGN PROFESSIONAL UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS WUST BE IN WRITING & MUST BE APPROVED BY THE PREPARE OF THESE PLANS.

LHEREBY 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 RESPONSIBILE CHARGE OF THE DESIGN OF THESE NOTANDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEALWONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS BY THE CITY OF BEALWONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS BY THE CITY OF BEALWONT IS A REVIEW OF THE THESE PLANS BY THE CITY OF DECUDIES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THE DESIGN OF THE IMPROVEMENTS.

EDGE OF PAVEMENT

LOW POINT HIGH POINT

GRADE BREAK

BEGIN CURVE

END CURVE

CATCH BASIN

LINEAR FEET

INTERSECTION

TOP OF GRATE

DOMESTIC WATER

SANITARY SEWER

FIRE HYDRANT

RIGHT OF WAY

— R/W

LOT NUMBER

LOT LINES

STREET LIGHT

STORM DRAIN

MANHOLE

ON CURB TOP OF CURB

FLOWLINE

INVERT

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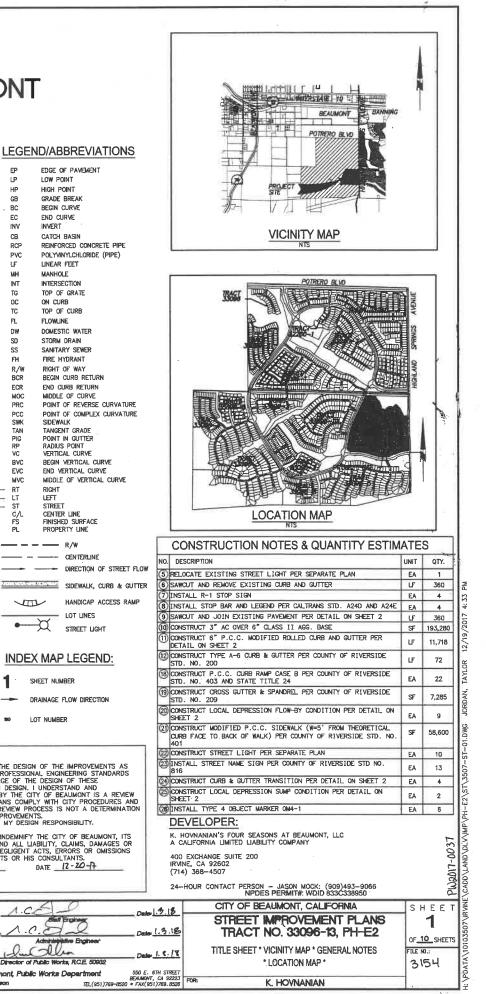
R/W

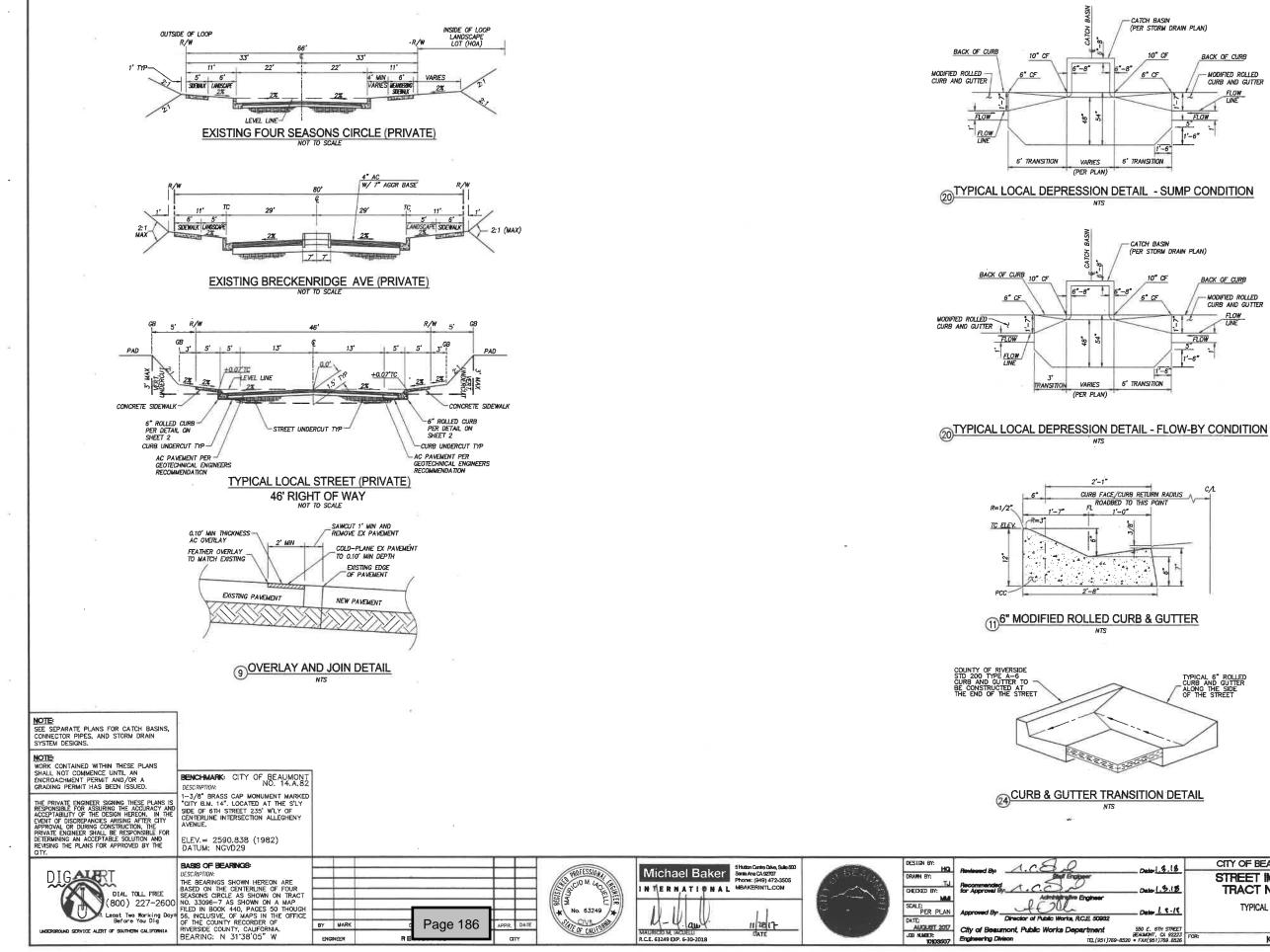
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CB

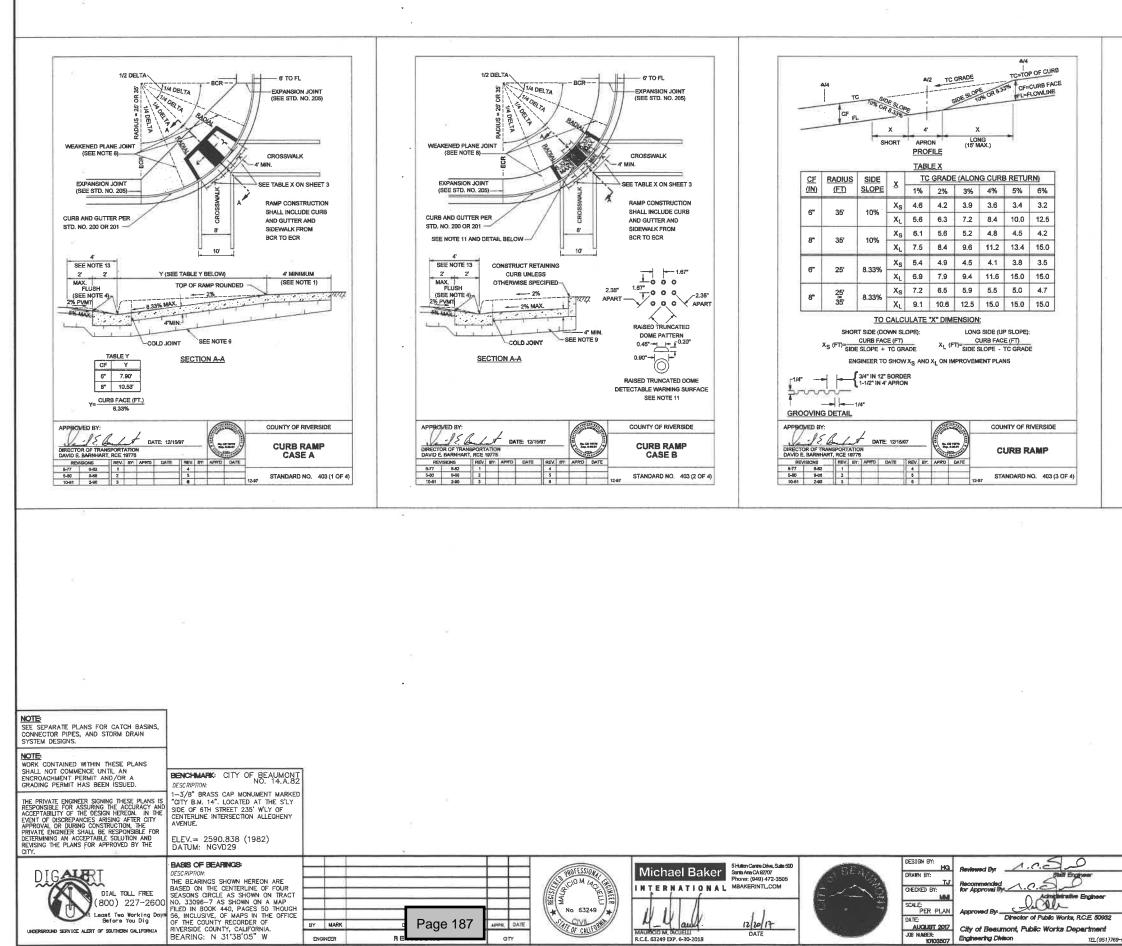
AS THE ENGINEER OF RECORD, I AGREE TO DEFEND	AND INDEMNIFY THE CITY OF BEAU
OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM	ANY AND ALL LIABILITY, CLAIMS, DAM
INJURIES TO AN HERSON OR PROPERTY ARISING FI	ROM NEGLIGENT ACTS, ERRORS OR C
OF THE ENGINEER/OF RECORD, HIS EMPLOYEES, HIS	AGENTS OR HIS CONSULTANTS.
OFFICERS, ITS ACTINS, AND ITS MUPLOYEES FROM INJURES TO AN I FERSON, OR PROPERTY ARISING FI OF THE ENGINEER OF RECORD, HS EMPLOYEES, HIS SIGNATURE	DATE 12-20-17

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABLITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, HIGH PRIVATE ENGINEER SHALL BE RESPONSIBLE DETERMINE AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVED BY THE CITY.	1-3,8" BRASS CAP MONUMENT MARKED "CITY BM. 14". LOCATED AT THE SLY SIDE OF 6TH STREET 235" WLY OF CENTERLINE INTERSECTION ALLEGHENY AVENUE. ELEV.= 2590.838 (1982) DATUM: NGVD29	STREET SIGN LOCATIONS ALL STREET NAME AND STOP SIGNS WILL BE LOCATED BEHIND THE BACK OF SIDEWALK	OR ALLEGED, IN CON LIABILITY ARISING FRO UNAUTHORIZED CHANG BE RESPONSIBLE FOR	OLD DESIGN PROFESSIONAL INECTION WITH THE PERFOR OM THE SOLE NEGLIGENCE GES & USES: THE ENGINE OR LIABLE FOR, UNAUTH TO THE PLANS MUST BE	I CONTRACTOR FURTHER AGREES TO DEFEND, HARMLESS FROM ANY AND ALL UABILITY, REAL WARNES FROM ANY AND ALL UABILITY, REAL WARNE OF WORK ON THIS PROJECT, EXCEPTING OF DESIGN PROFESSIONAL ER PREPARING THESE PLANS WILL NOT DRIZED CHANGES TO OR USES OF THESE IN WRITING & MUST BE APPROVED BY THE	OFFICERS, ITS AGENTS, AN	DITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAG CP PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMIS ODD, HE EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS. DATE 12-20-1 EXP05-30-18_
DIG DIAL TOLL FREE (800) 227-2600 Lasst The Vorking Day Before You Dig UNDERGROUD SERVICE ALERT OF SOUTHERN CALIFORNIA	BASIS OF BEARINGS: DESCRIPTION: THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF FOUR SEASONS CIRCLE AS SHOWN ON TRACT NO. 33098-7 AS SHOWN ON A MAP FILED IN BOOK 440, PAGES 50 THOUGH 56, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY, CALIFORNIA, BEARING: N 31'38'05" W	BY MARK Page 18 ENGINEER REVISIONS	5 APPR. DATE CITY	No. 63249	Michael Baker SHitton Cartie Dive, Suite 800 Smin Are CARZUT Smin Are CARZUT Smin Are CARZUT Smin Are CARZUT None Carte Carter MBACERINTL COM MBACERINTL COM It 220 / 17- MADMECTO M, IACUELU It 220 / 17- RADINECTO M, IACUELU DATE		DESIGN 67: HQ DRAIN BY: CECKED BY: MM SCALE: PER PLAN SCALE: PER PLAN Approved By: Administrative Engineer Director of Public Works, RCE 50932 City of Besumont, Public Works Department 1003507 Tigheering Director of Tubic Works Department Tigheering Director TEL(551)765

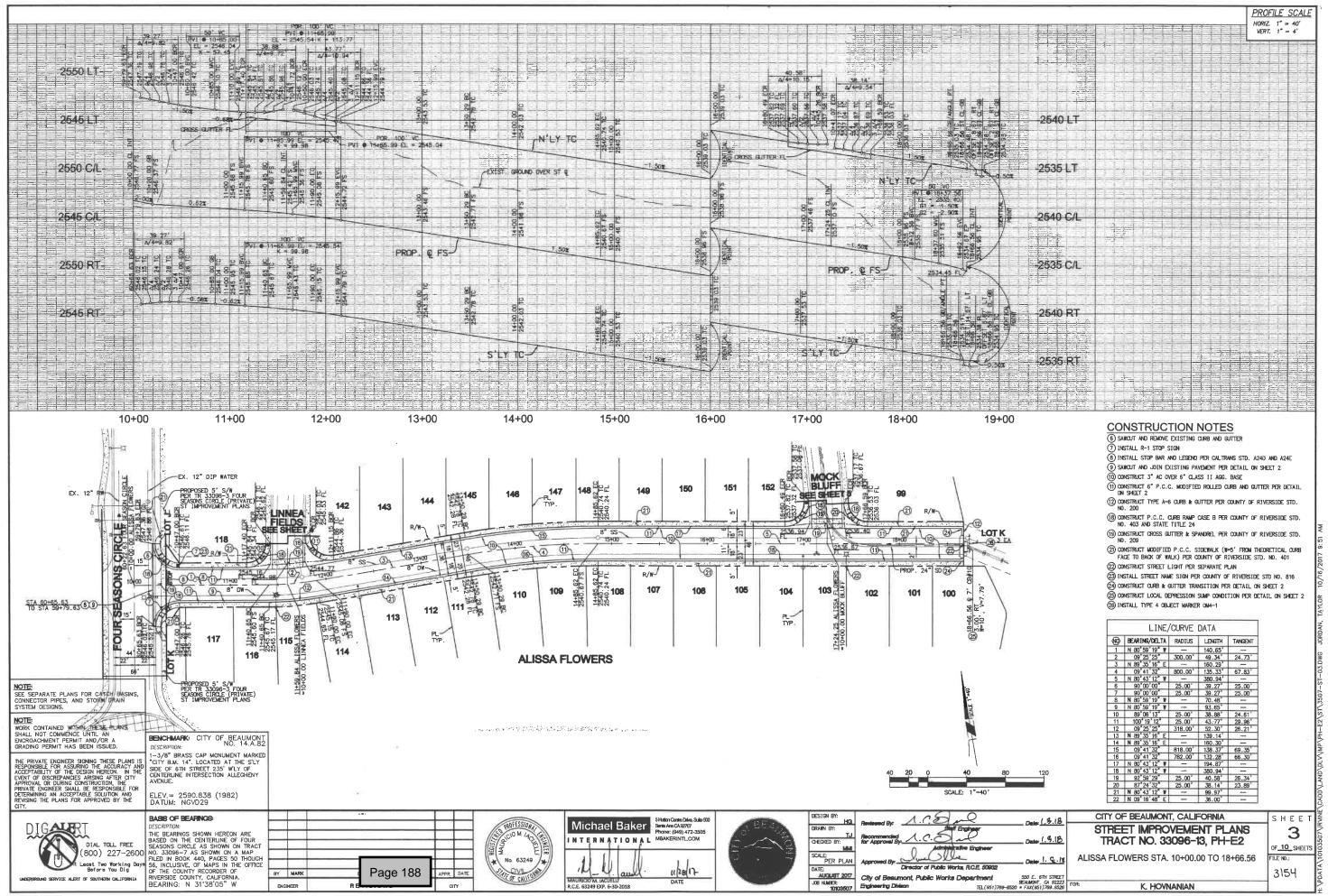


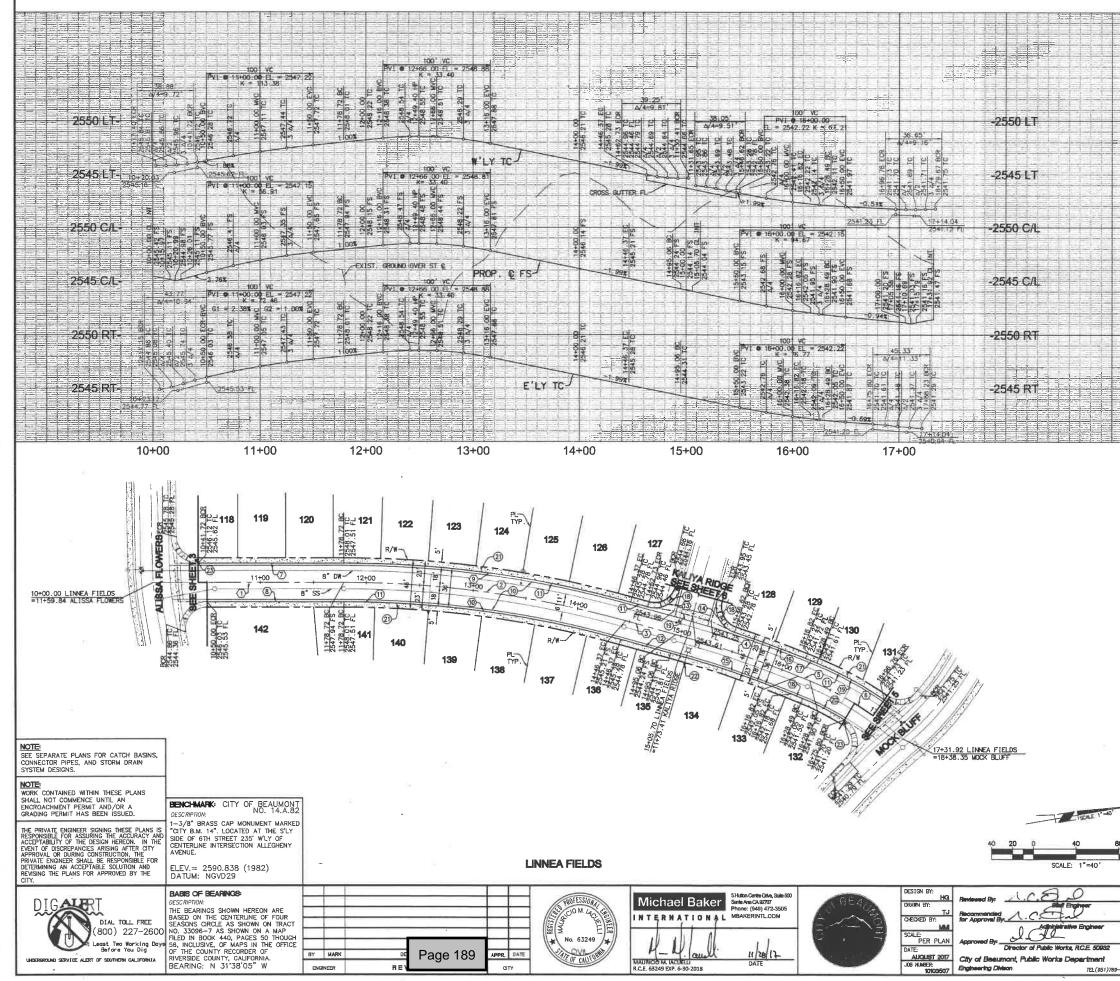


Data 1.3.18	CITY OF BEAUMONT, CALIFORNIA	SHEET
Deto: (.9.18	STREET IMPROVEMENT PLANS TRACT NO. 33096-13, PH-E2	2 OF_10_SHEETS
Data 1. 8 - 18	TYPICAL SECTIONS AND DETAILS	FILE NO .:
550 E. 6TH STREET		3154
BEALMONT, CA 92223 769-8520 * FAX(951)769.8526	FOR: K. HOVNANIAN	



		3							
		- 1							
CONST	RUCTION NOTES:								
	 IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMODATE RAMP AND 4 LANDING, THEN THE SLOPE OF THE FLARED SIDE SHALL NOT EXCEED 8.3%, ONLY 6" CURBS WITH 35" RADII MEET REQUIREMENTS FOR 10% SIDE SLOPES ALL OTHER CURBS REQUIRE 8.33% SIDE SLOPES. 								
2. IF SIDEWALK IS LESS THAN IF WIDE, THE FULL WIDTH OF THE SIDEWALK SHALL BE DEPRESSED AS SHOWN IN CASE B.									
3. THE RAMP SHALL HAVE A 12" WIDE BORDER WITH GROOVES 1/4" WIDE AND 1/4" DEEP APPROXIMATELY 3/4" ON CENTER. SEE GROOVING DETAIL									
SEE GROUVING BE AUL 4. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH AND FREE OF ABRUPT CHANGES.									
5. WHER RAMP IS LOCATED IN CENTER OF CURR RETURN, IT SWALL BE GROVED IN A HERINOBONE PATTERN WITH GROVES 14" WIDE AND 14" DEEP APPROXIMATELY 1-172 ON CENTER SEE GROOVING DETAIL GROVES SHALL BE ALGNEEP PARALLEL TO CROSSWALK LINES TO DIRECT VISUALLY IMPAIRED PEDESTRUNS INTO THE CROSSWALK.									
 RAMP SIDE SLOPE VARIES UNFORMLY FROM A MAXIMUM OF UP TO 10% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP (EXCEPT IN CASE B). 									
1	WHERE SPACE LIMITATIONS PROHIBIT THE USE OF A 8.33% RAMP SLOPE THE SLOPE MAY BE INCREASED UP TO 10% FOR A MAXIMUM RISE OF 6 INCHES. (REDUCES RAMP LENGTH Y DIMENSION BY 1.32).								
	CONSTRUCT WEAKENED PLANE JOINTS AT 1/4 DELTAS WHEN RADIUS EQUALS 35 AND AT INSIDE EDGE OF GROOVED BORDER WHEN RADIUS EQUALS 25. IF EXPANSIVE SOIL IS ENCOUNTERED, THEN RAMP SHALL BE								
	 IF EXPANSIVE SOIL IS ENCOUNTERED, THEN RAMP SHALL BE CONSTRUCTED OVER CLASS 2 AGGREGATE MATERIAL CONCRETE SHALL BE CLASS B. 								
	11. CURB RAMPS THAT HAVE A RAMP SLOPE FLATTER THAN 6.67% SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH OF THE RAMP AND 24" MINIMUM LENGTH. SIMILAR								
	11. CURB RAMPS THAT HAVE A RAMP SLOPE FLATTER THAN 6.67% SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH OF THE RAMP AND 24 MINIMUM LENGTH. SIMILAR TO THAT SHOWN ON CASE B WITH DETAIL DETECTABLE WARNING SURFACES, AT THE OPTION OF THE CONTRACTOR, SHALL BE CONSTRUCTED BY CASTINHPLACE OR STAMPED METHOD.								
	12. WHEN A DETECTABLE WARNING SURFACE IS NOT REQUIRED ON A CURB RAMP, OR WHEN RAMP IS NOT LOCATE IN CURB RETURN, THE CONCRETE FINISH OF THE RAMP AND ITS FLARED SIDES SNALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER TARN THE SURROLINDING SUBEWALK								
	SHALL HAVE A TRANSVERSE BROOMED SURFACE TEXTURE ROUGHER THAN THE SURROUNDING SIDEWALK.								
	13. MAXIMUM SLOPES OF ADJOINING GUTTERS, THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4' OF THE TOP OR BOTTOM OF THE CURB RAMP.								
APPROVED BY:	COUNTY OF RI	VERSIDE							
1.15	CLIPP DATE: 12/15/97								
DIRECTOR OF TR DAVID E. BARNHA REVISIONS	RT, RCE 19776 CONSTRUCTIO								
8-77 8-82 6-80 9-88 10-81 2-90	1 4 2 5 3 8 12-67 STANDARD N	O. 403 (4 OF 4)							
Date 1.8.18	CITY OF BEAUMONT, CALIFORNIA STREET IMPROVEMENT PLANS	- SHEE 2A							
_ Date: (.3.18	TRACT NO. 33096-13, PH-E2	OF 10 SHEE							
Dates Lig-tr	TYPICAL SECTIONS AND DETAILS	FILE NO.:							
550 F. 6TH STREET		3154							
BEAUMONT, CA 92223 # FAX(951)789.8526	FOR: K. HOVNANIAN								





		PROFILE SCALE				
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CONSTRUCTION NOTES						

(1) CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE

(1) CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2

(18) CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24

(19) CONSTRUCT CROSS GUTTER & SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209

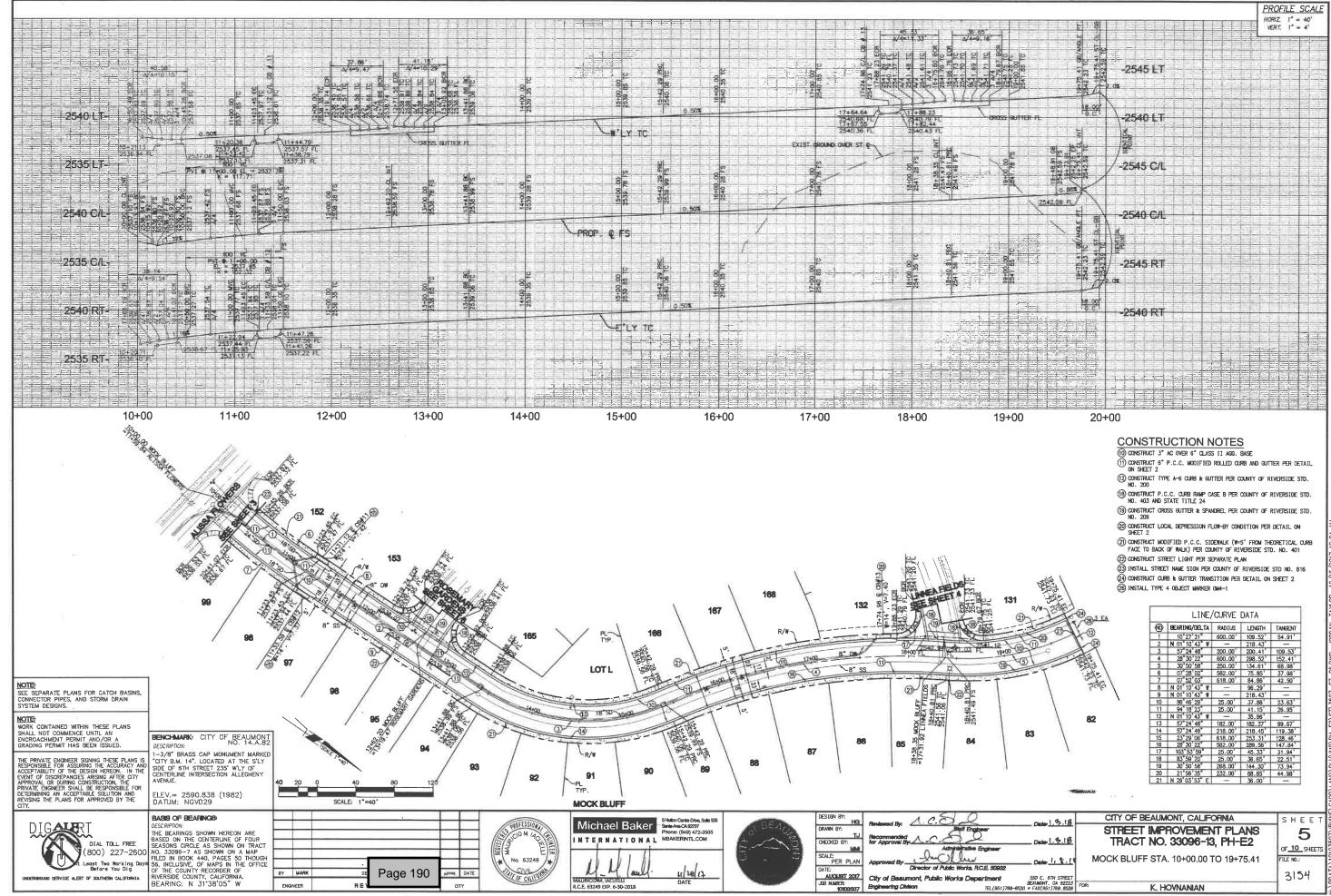
(2) CONSTRUCT MODIFIED P.C.C. SIDEWALK (W=5' FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401 (22) CONSTRUCT STREET LIGHT PER SEPARATE PLAN

3 INSTALL STREET NAME SIGN PER COUNTY OF RIVERSIDE STD NO. 816

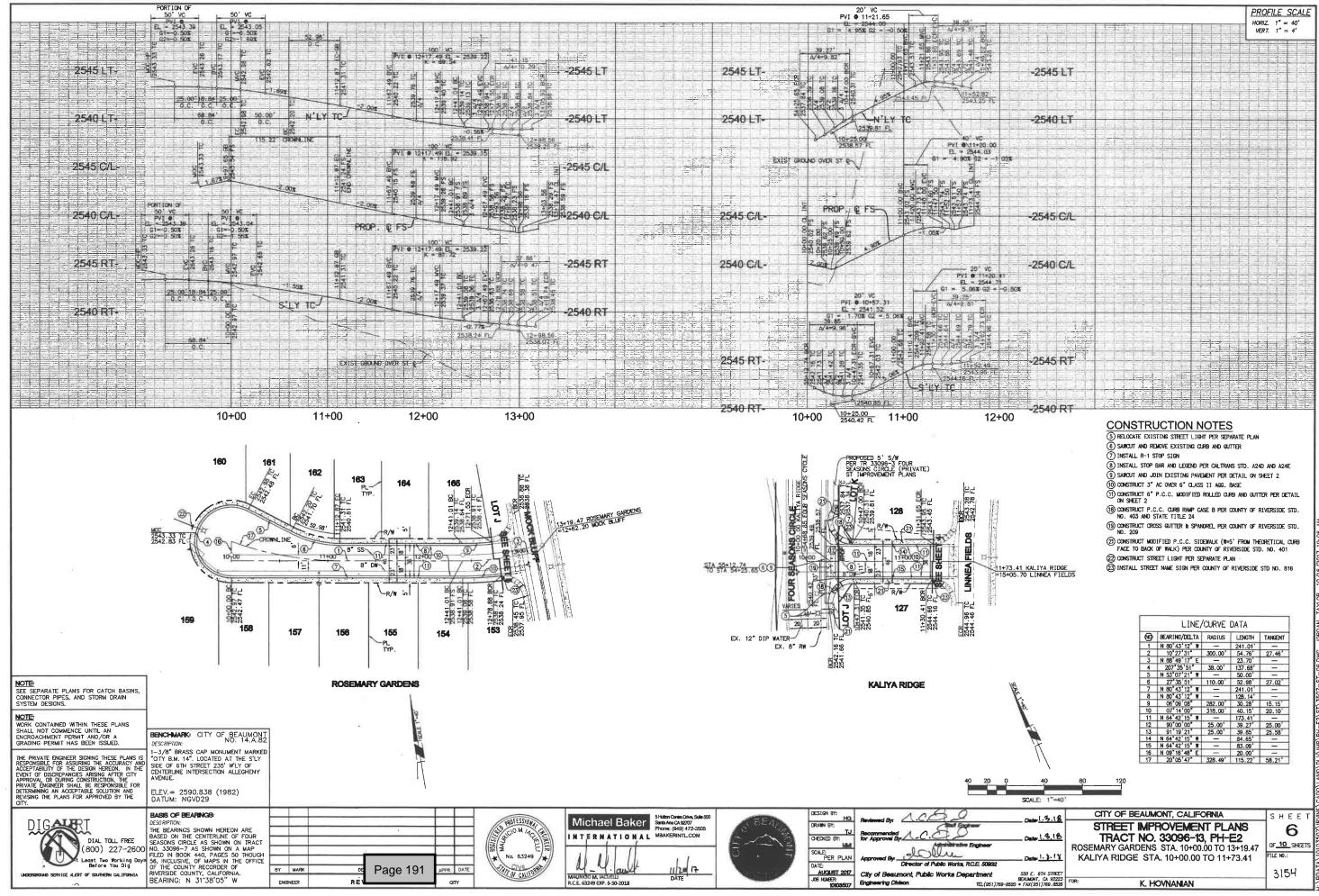
	LINE,	CURVE	DATA	
10	BEARING/DELTA	RADIUS	LENGTH	TANGENT
1	N 09"54'28" E	-	178.72'	
2	15°20'07"	1000.00'	267.65	134.63
3	N 25 14 35 E	-	48.69	
4	06 42 52	1039.00'	121.76	60.95'
5	N 31°57'27" E	-	11.67'	-
6	19*45'18*	300.00'	103.44'	52.24'
7	N 09"54'28" E		137.00'	-
8	N 09 54 28 E		128.72	
9	15°20'07"	1018.00'	272.47'	137.05
10	15°20'07*	982.00'	262.83'	132.21
11	N 25 14'35 E	-	16.37	
12	N 25 14 35 E		48.69	
13	89 56 50"	25.00'	39.25	24.98'
14	87°12'34"	25.00'	38.05	23.81'
15	06 42 52	1021.00	119.65	59.89
16	03 52 16	1057.00	71.41'	35.72
17	N 31 57 27 E	-	11.67*	
18	N 31 57 27 E		11.67	
19	13°02'21"	318.00'	72.37'	36.34'
20	09*02'09*	282.00	44.47"	22.28

120

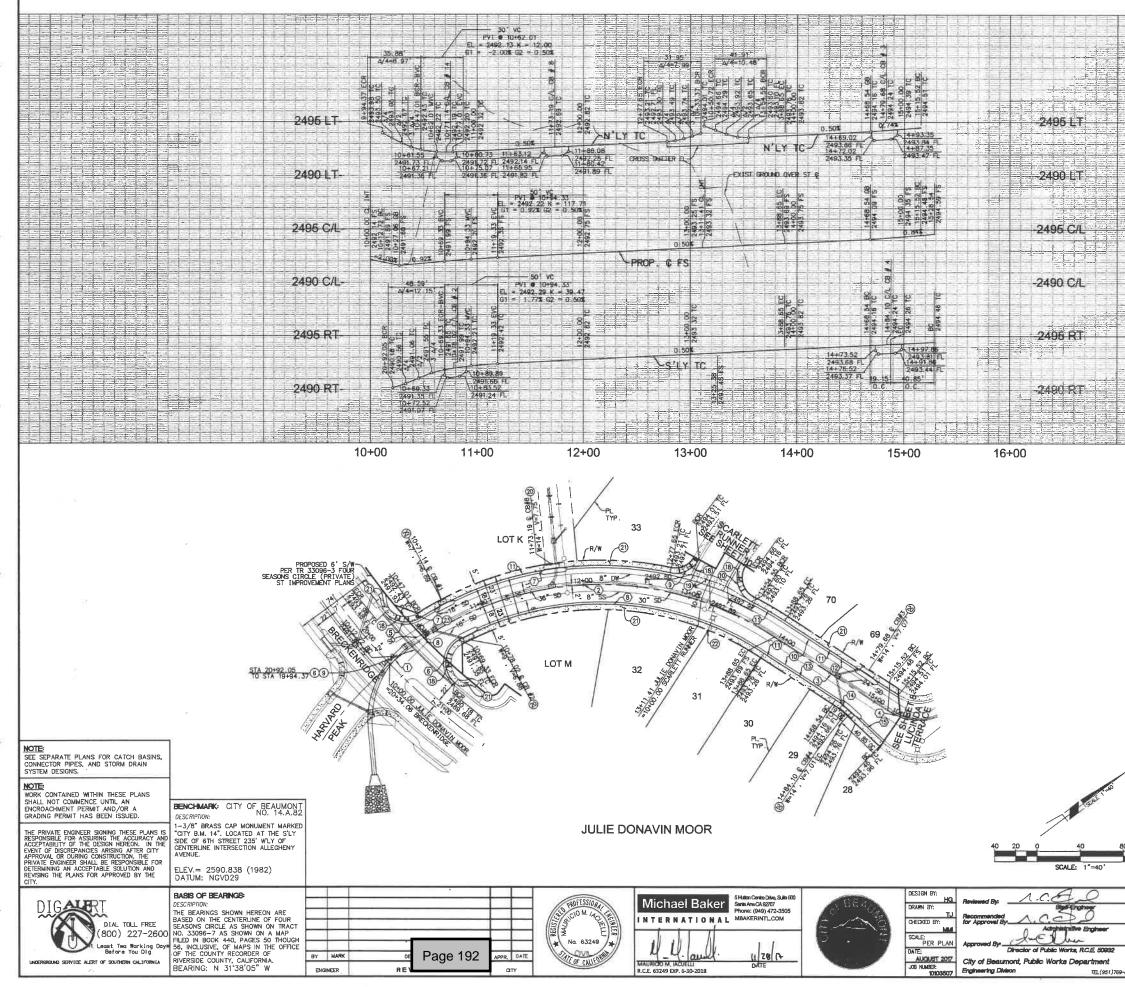
			0
Deter 1.3.18	CITY OF BEAUMONT, CALIFORNIA		VINE'
Date 1.3.18	STREET IMPROVEMENT PLANS TRACT NO. 33096-13, PH-E2	4	035Q7\IR
Dels- 1- 8-1%	LINNEA FIELDS STA. 10+00.00 TO 17+31.92	FILE NO.:	A\101
550 E. 6TH STREET		3154	PDATA
BEALMONT, CA 92223 9-8520 * FAX(951)769.8528	FOR: K. HOVNANIAN		۳ ۳



174\10103507\RVWE\CADD\LAND\DLV\MP\PH-E2\ST\3507-ST-05.DWG JORDAN, TAYLOR 10/16/2017 10:04 AM



0103507\RVINE\CADD\LAND\DLV\MP\PH-E2\ST\3507-ST-06.DWG JORDAN, TAYLOR 10/16/2017 10:06



		PROFILE SCALE HORIZ. 1" = 40' VERT. 1" = 4'
		VERT. 1" = 4'
	<u>은 김 영경은 열광은 원이다 같은 가위스러도 55 일</u> 은 돈	
	서문철자 만경지 희양철 자료는 동안 의해 유명한 동안 것을 받은	
	<u> 에너 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 </u>	
	김 사이는 것은 것이 같은 것이 아이들을 수 있다. 것을 것을 했다.	
		the strength major of the strength way
- And and a second		

CONSTRUCTION NOTES

6 SAWOUT AND REMOVE EXISTING CURB AND GUTTER

DINSTALL R-1 STOP SIGN

(8) INSTALL STOP BAR AND LEGEND PER CALTRANS STD. A240 AND A246

(9) SAWOUT AND JOIN EXISTING PAVEMENT PER DETAIL ON SHEET 2

(1) CONSTRUCT 3" AC OVER 6" CLASS II AGG. BASE

(1) CONSTRUCT 6" P.C.C. MODIFIED ROLLED CURB AND GUTTER PER DETAIL ON SHEET 2

(18) CONSTRUCT P.C.C. CURB RAMP CASE B PER COUNTY OF RIVERSIDE STD. NO. 403 AND STATE TITLE 24

(1) CONSTRUCT CROSS GUTTER № SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209 (2) CONSTRUCT LOCAL DEPRESSION FLOW-BY CONDITION PER DETAIL ON SHEET 2

SHEET 2 (2) CONSTRUCT MODIFIED P.C.C. SIDEWALK (W=5' FROM THEORETICAL CURB FACE TO BACK OF WALK) PER COUNTY OF RIVERSIDE STD. NO. 401

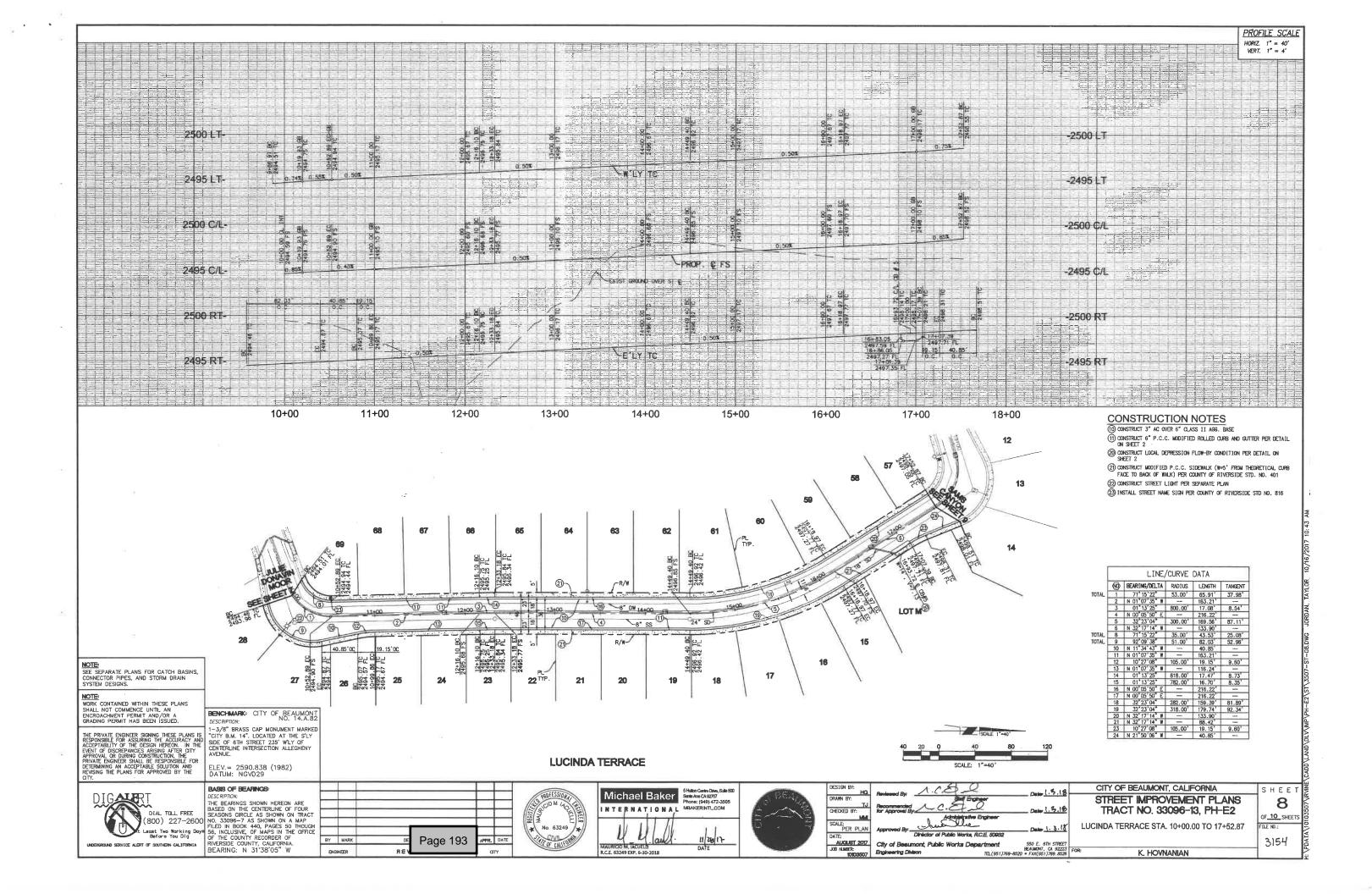
(22) CONSTRUCT STREET LIGHT PER SEPARATE PLAN

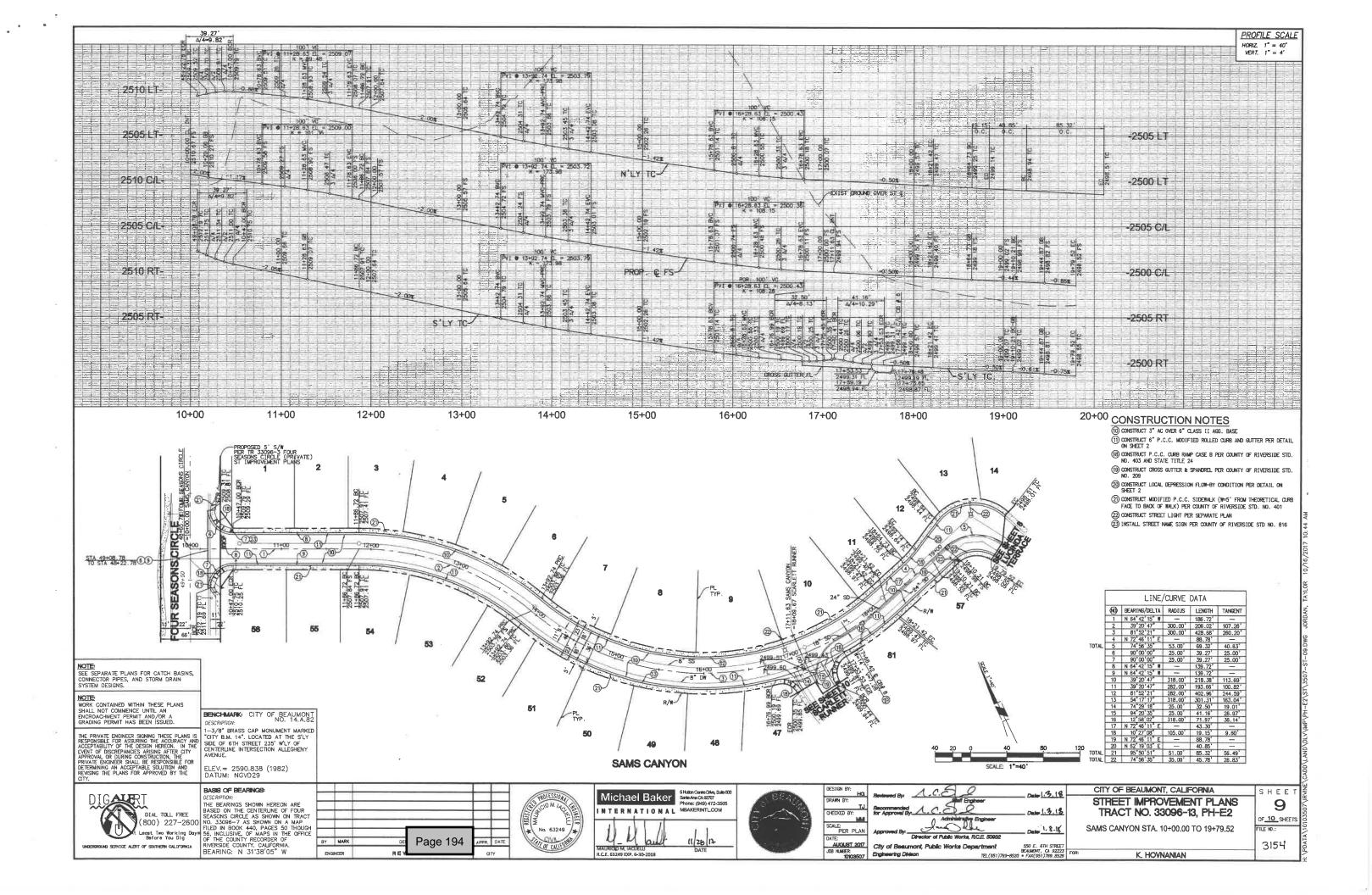
(2) INSTALL STREET NAME SIGN PER COUNTY OF RIVERSIDE STD NO. 816
 (2) CONSTRUCT LOCAL DEPRESSION SUMP CONDITION PER DETAIL ON SHEET 2

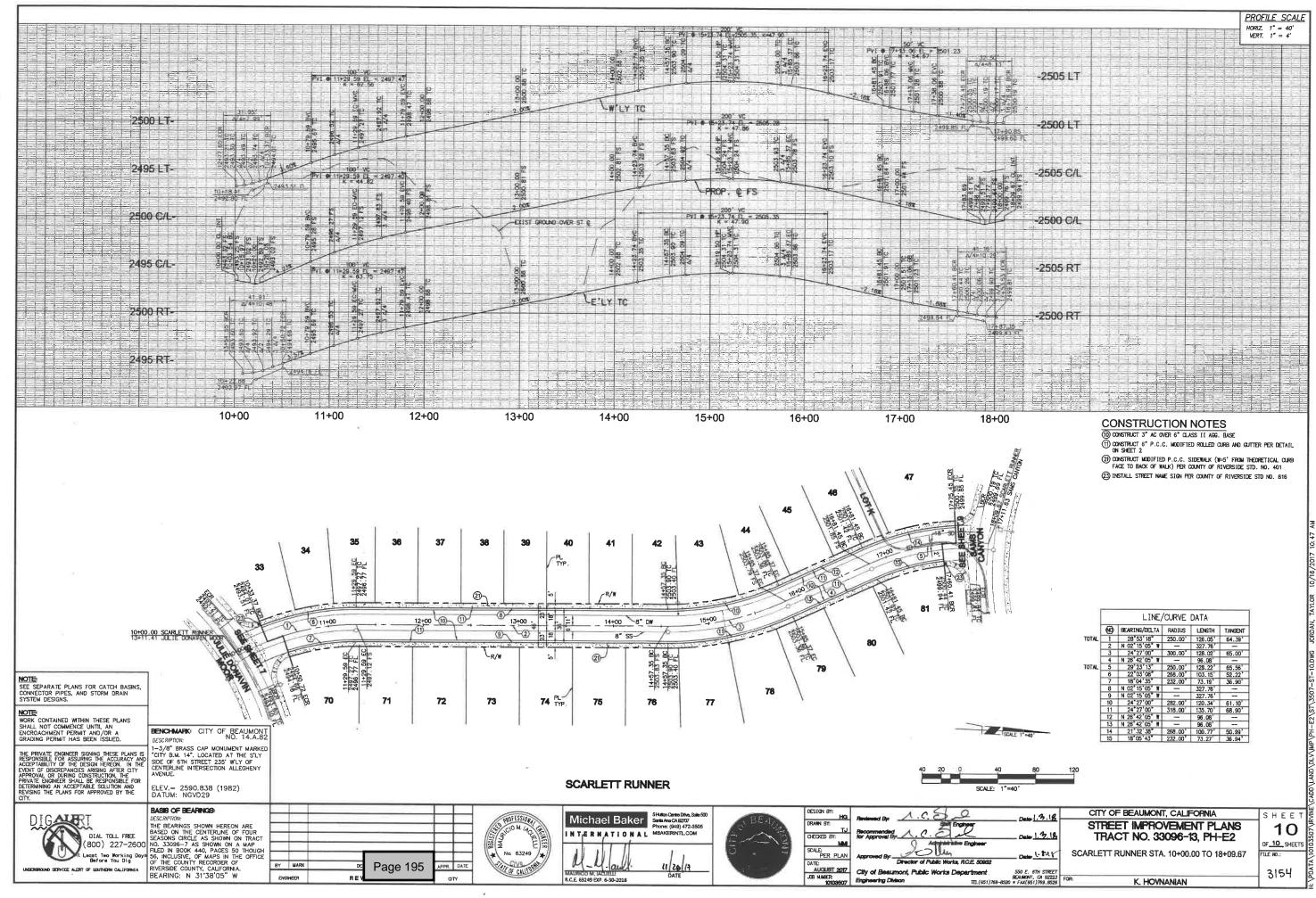
	LINE/CURVE DATA						
1	10	BEARING/DELTA	RADIUS	LENGTH	TANGENT		
1	1	N 01°40'03" W		12.72	-		
- 1	2	71 47 50	300.00'	375.93'	217.15		
	3	N 70°07'47" E		126.87'	_		
TOTAL	4	71 15 22	53.00	65.91	37.98		
	5	82 14 26	25.00'	35.88	21.82'		
1	6	111 20'59	25.00'	48.59	36.61'		
	7	44"03"00"	318.00	244.48'	128.64		
	8	60°59'08"	282.00*	300.16'	166.06'		
1	9	73 14 07	25.00	31.95	18.58'		
	10	96"03'14"	25.00'	41.91'	27.79		
1	11	06"30'41"	318.00	36.14'	18.09'		
	12	N 70°07'47" E		126.87'	-		
- 1	13	N 70°07'47" E		79.90'	-		
	14	10*27'08"	105.00"	19.15'	9.60		
	15	N 80°34'55" E		40.85'			

30	120
	· .
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			2
Date: 1.2.18	CITY OF BEAUMONT, CALIFORNIA	SHEET	NIN.
	STREET IMPROVEMENT PLANS		NIK
Dets: 1.9.18	TRACT NO. 33096-13, PH-E2		350
		OF_10_SHEETS	010
Date 1.8.18	JULIE DONAVIN MOOR STA. 10+00.00 TO 15+28.54	FILE NO.:	A1
550 E. 6TH STREET		3154	PDAT
BEAUMONT, CA 92223 59-8520 * FAX(951)769.8526	FOR: K. HOVNANIAN		2
			1.42







16



City of Beaumont

550 E. 6th Street Beaumont, CA 92223 (951) 769-8520 www.ci.beaumont.ca.us Case No. <u>RW2019-0412</u> Receipt No. <u>946571</u> Fee \$<u>484.55App</u><u>43,000</u> <u>Inso</u> Date Paid <u>103119</u> \checkmark

BOND EXONERATION APPLICATION

Bond Type: Performance Maintenance Farinal Monument Inspection Other: Contact's Name KEUIN METONIFE Phone 949-236. 1042 1. Contact's Address 400 EXCHANGE SUITE 200 IPUINE CA 92602 2. City/State/Zip KHOU CON Contact's E-mail KMET 5. Phone 14-368-4500 Developer Name K-HOVMANIAN HOMES 3. (If corporation or partnership application must include names of principal officers or partners) Developer Address 400 EXCHANGE SUITE 200 STUNE 6 92602 4. City/St/Zip Description of Bonds (including Bond Number, Tract Map/Application number, Lot 5. number and description of improvements covered): 33096-15 Monumentation Kon TRA

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.

0-GITE 10 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.

10-20 FALF Print Name and Sign - Contact/Applicant Date

Page 196

- 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.

Acres

- Provide Engineers' certification for line and grade within Right-of-Way.
- Provide Landscape Architects Certification as required.

KEVIN ME Coste Mutur Print Name and Sign - Contact/Applicant 10-30.19 Date

10



INTERNATIONAL

PW2019-0412

Innovation Done Right...We Make a Difference

LETTER OF TRANSMITTAL

То:			DATE:	01-16-2020
	of Beaumo East 6 th Str		MBI JOB NO:	10103507
	umont, CA		REFERENCE:	Tract No. 33096-13
			DESCRIPTION:	Final Monumentation
ATTN: City Surveyor		_	Final Acceptance	
Sent To You Via:	🗌 Mail	Blueprinter	Overnight Delivery (C	Carrier)
🔲 E-Mai	Your F	Pick-Up 🛛 MBI Messenger	Messenger (Other Co	ourier)
No. of Copies	No. of Originals	DESCRIPTION		
1		Recorded Tract Map		
	1	Monument Tie Sheets		
	1	Release Letter		
SENT FOR YOUR		Approval 🖸 Review Signature 🗌 Use	Comments	Per Your Request
🖸 File	s 🗌		Information	
	s 🗌	Signature 🗌 Use	Information	
🖸 File	s 🗌	Signature 🗌 Use	 Information -341-6102. Michael Baker Interview 	□ ernational
☐ File Remarks: Ple	s 🗌	Signature 🗌 Use	 Information -341-6102. Michael Baker Integration BY: David L. Wed 	ernational
☐ File Remarks: Ple	s 🗌	Signature 🗌 Use	 Information -341-6102. Michael Baker Internet BY: 	ernational
☐ File Remarks: Ple	s 🗌	Signature 🗌 Use	 Information -341-6102. Michael Baker Integration BY: David L. Wed 	ernational
🖸 File	s 🗌	Signature 🗌 Use	 Information -341-6102. Michael Baker Integration BY: David L. Wed 	ernational



January 16, 2020

JN 10103507

City of Beaumont 550 East 6th Street Beaumont, CA 92223 Attn: City Surveyor

Tract No. 33096-13, M.B. 459/79-86 Subject: **Survey Monumentation**

To whom it may concern:

The monuments required for the release of surety bonds on the above referenced tract map have been set in accordance with City requirements. Michael Baker International has been paid for our services to place the monuments as shown on the said tract map. Signed and stamped monument tie sheets are enclosed for your use.

If you have any questions on this matter, please contact this office at 760-346-7481.

Sincerely,

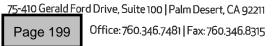
1-16-2020

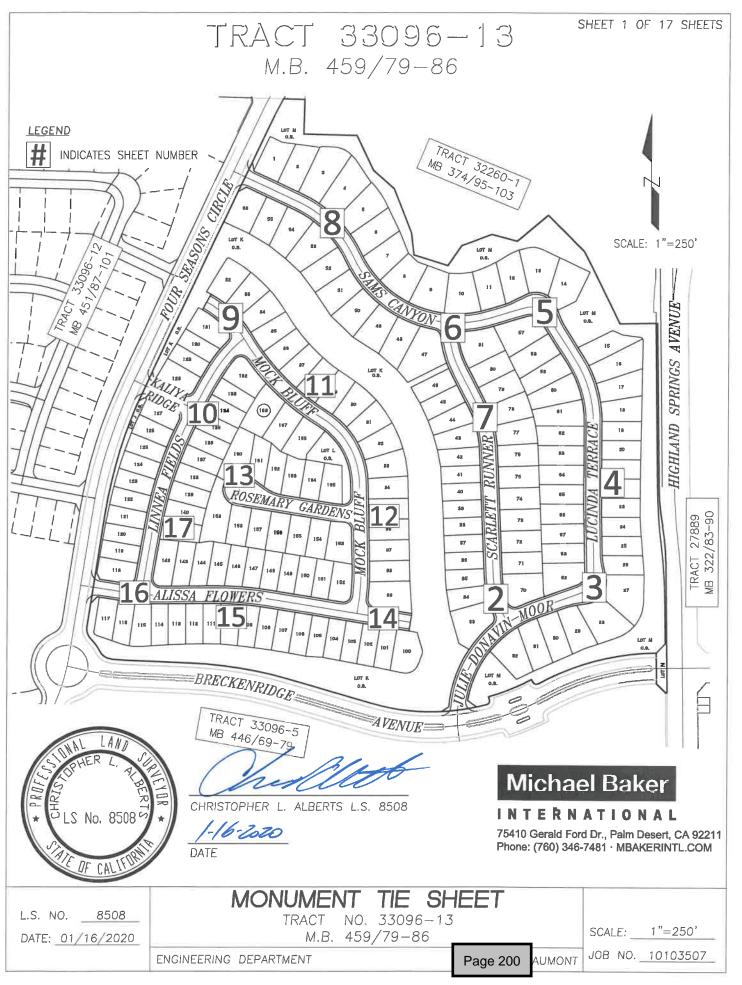
Christopher L. Alberts P.L.S. 8508

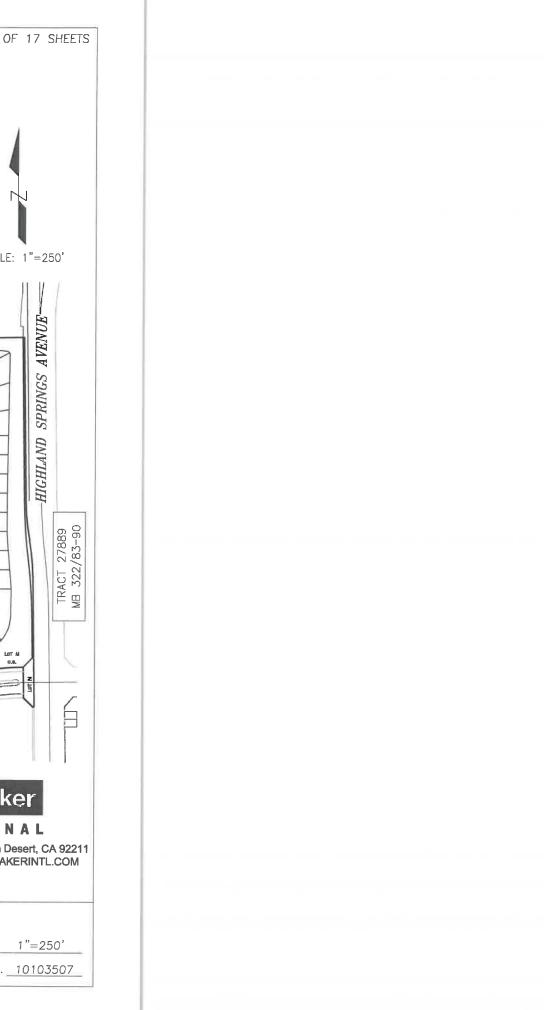
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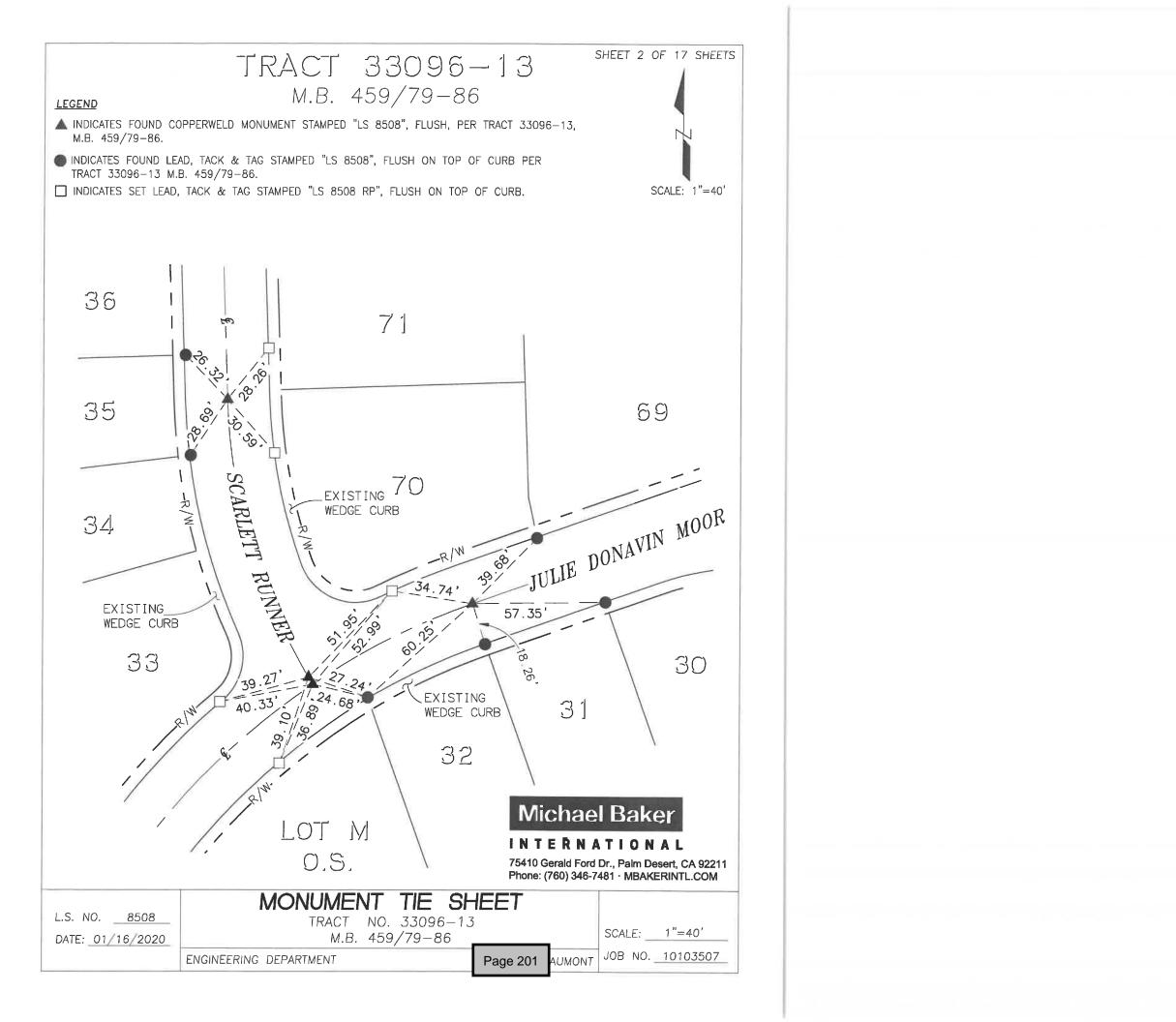


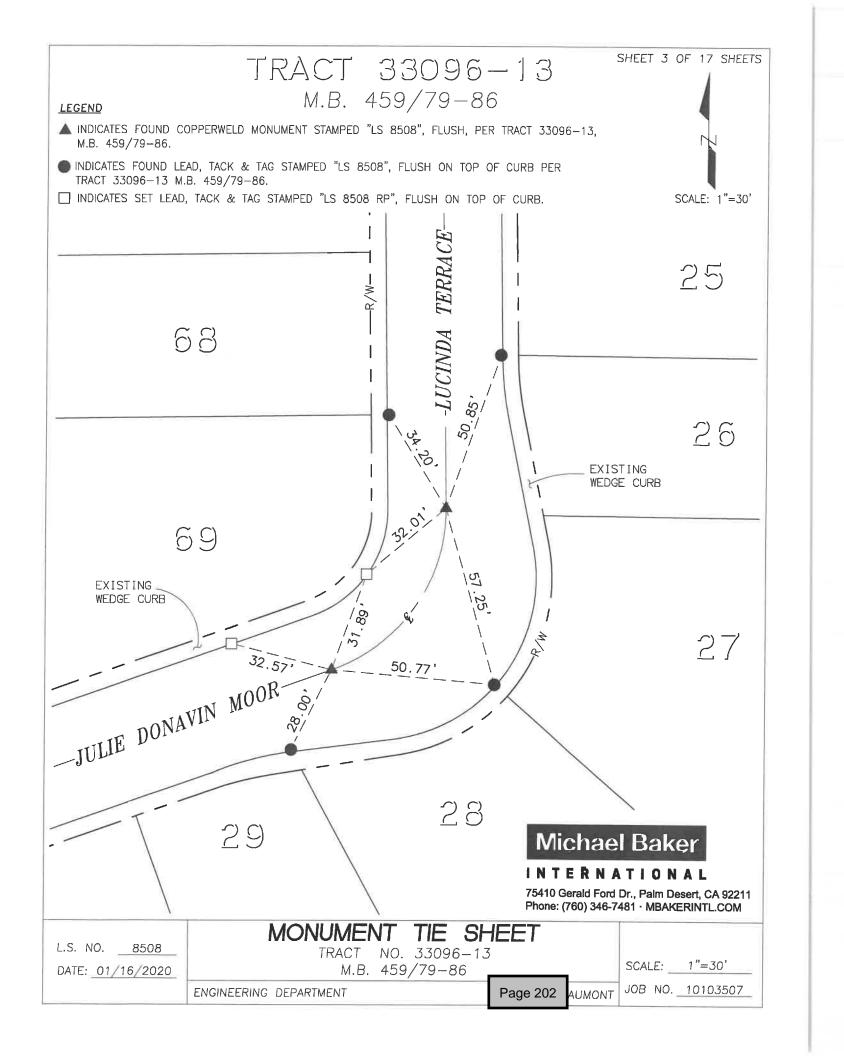
MBAKERINTL.COM

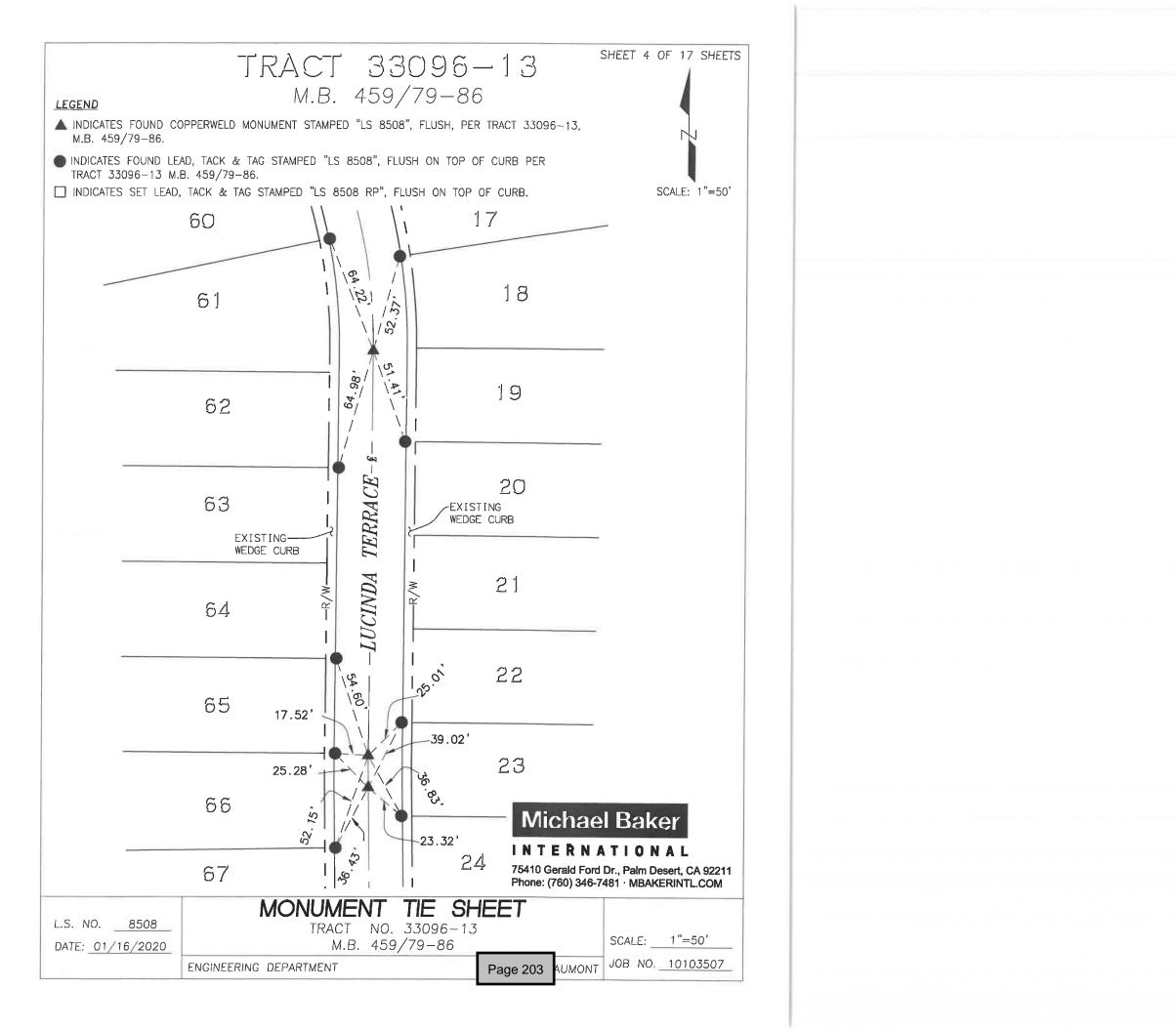


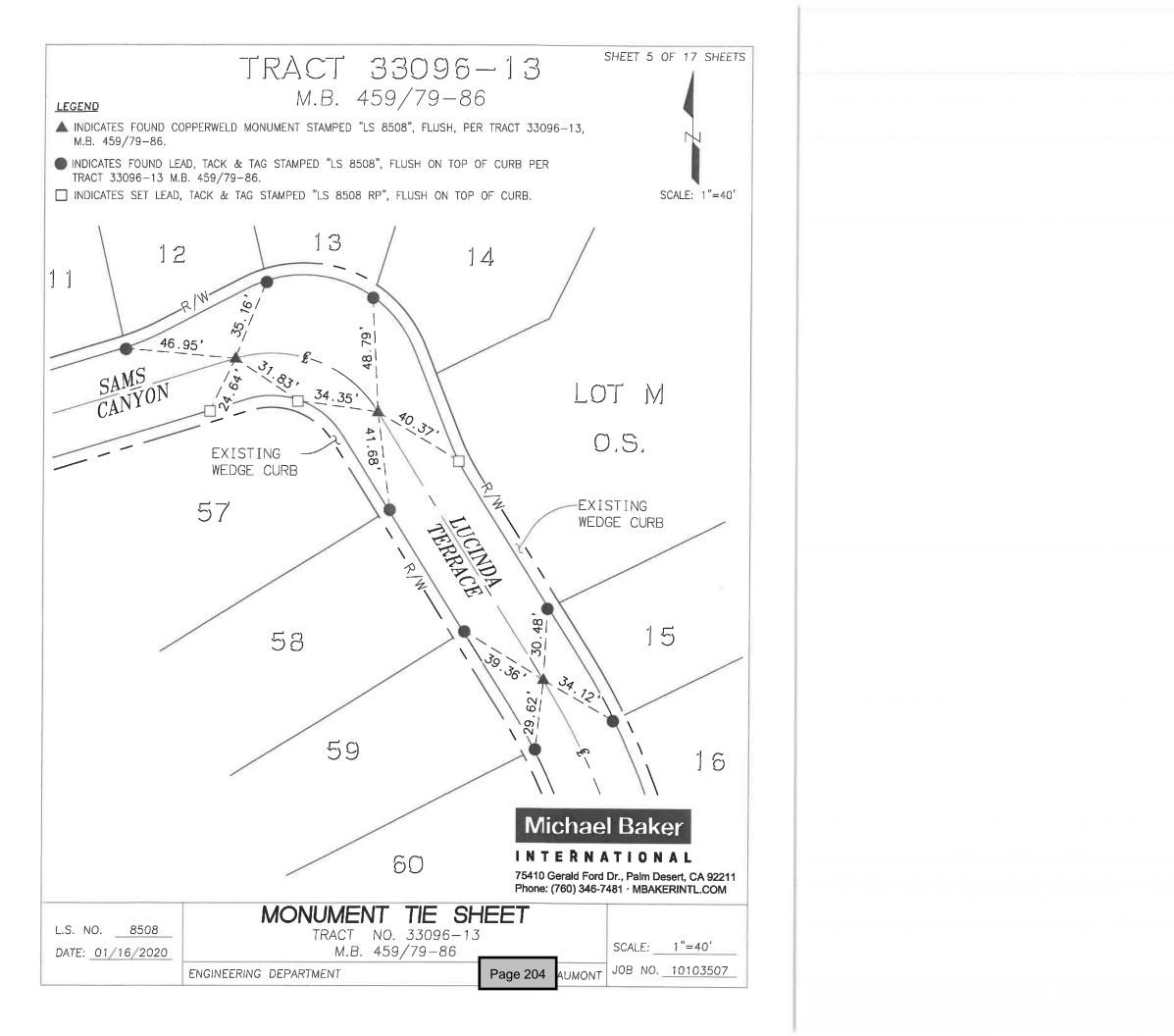


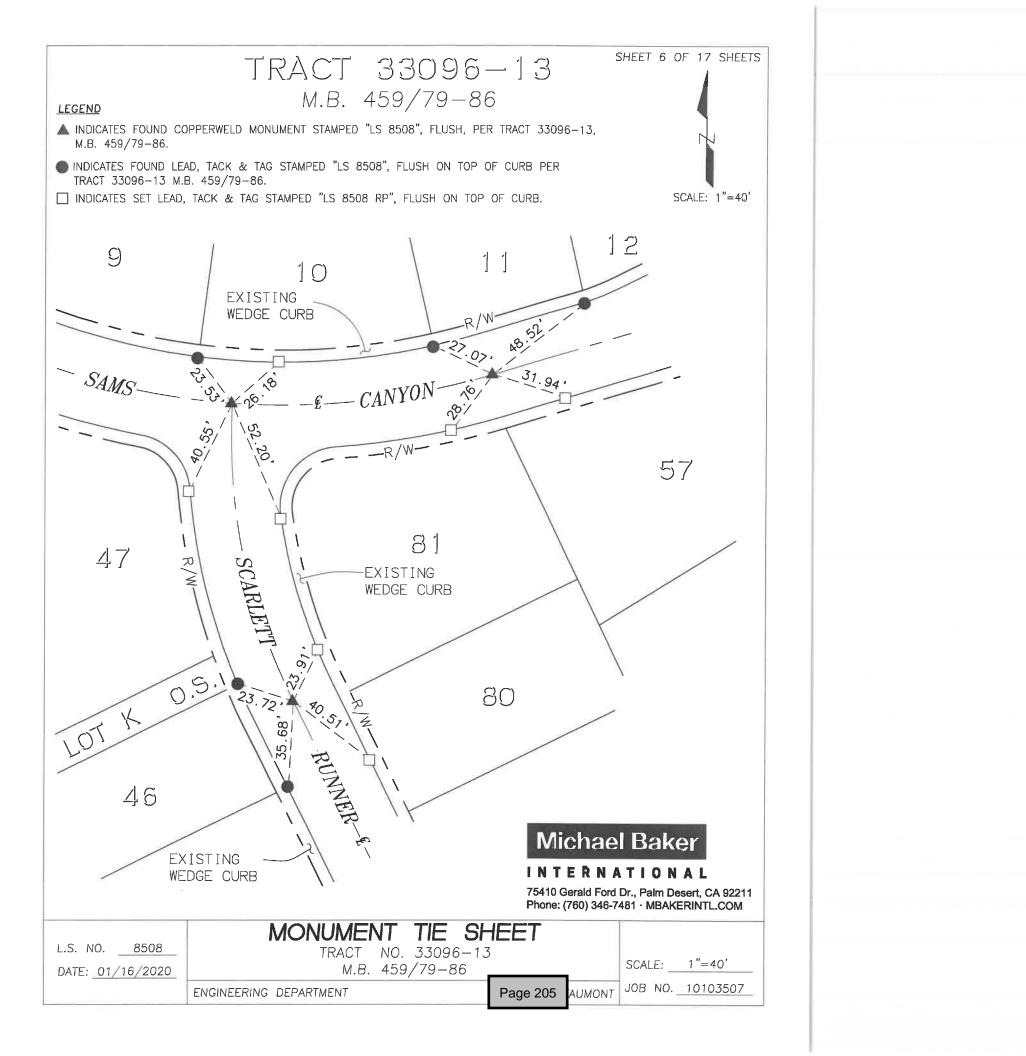


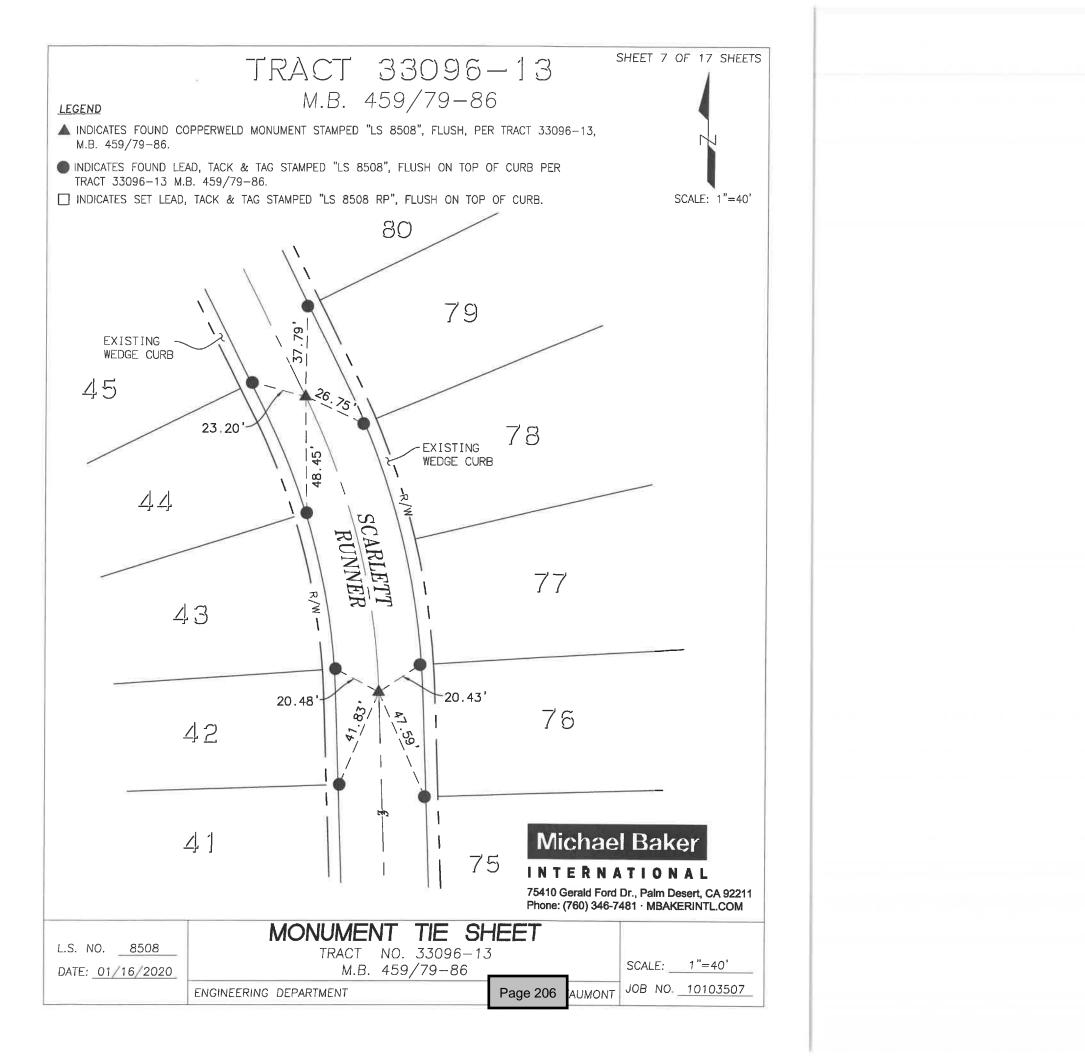


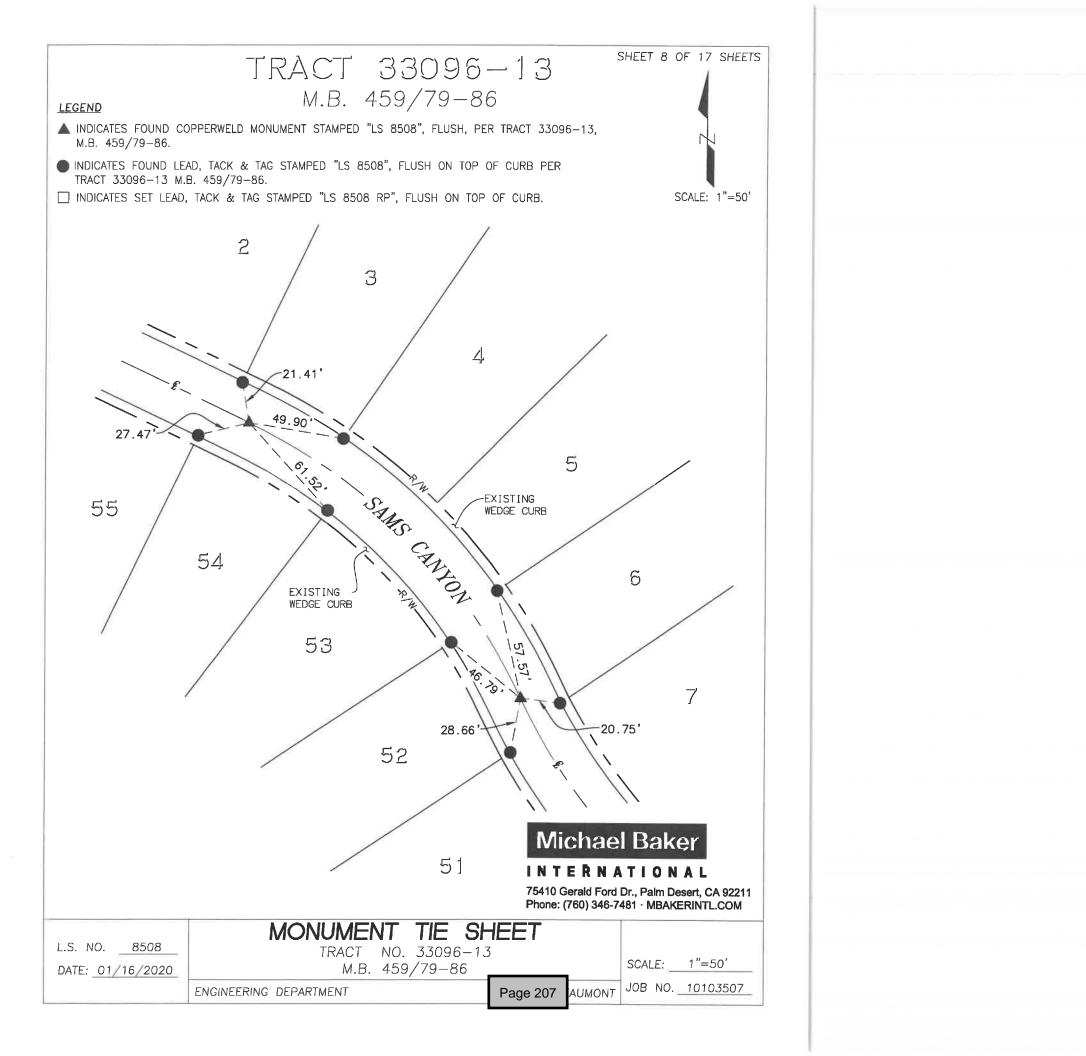


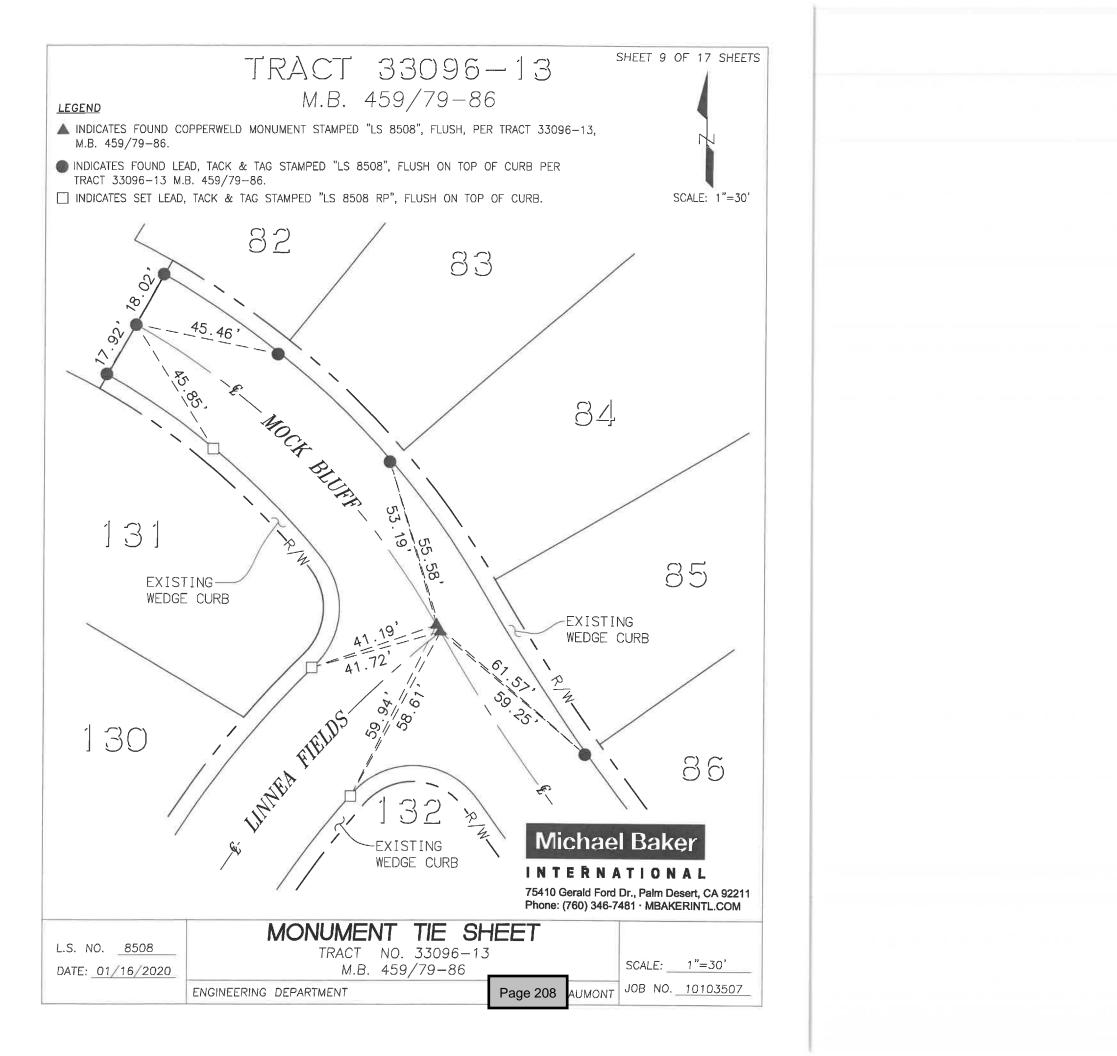


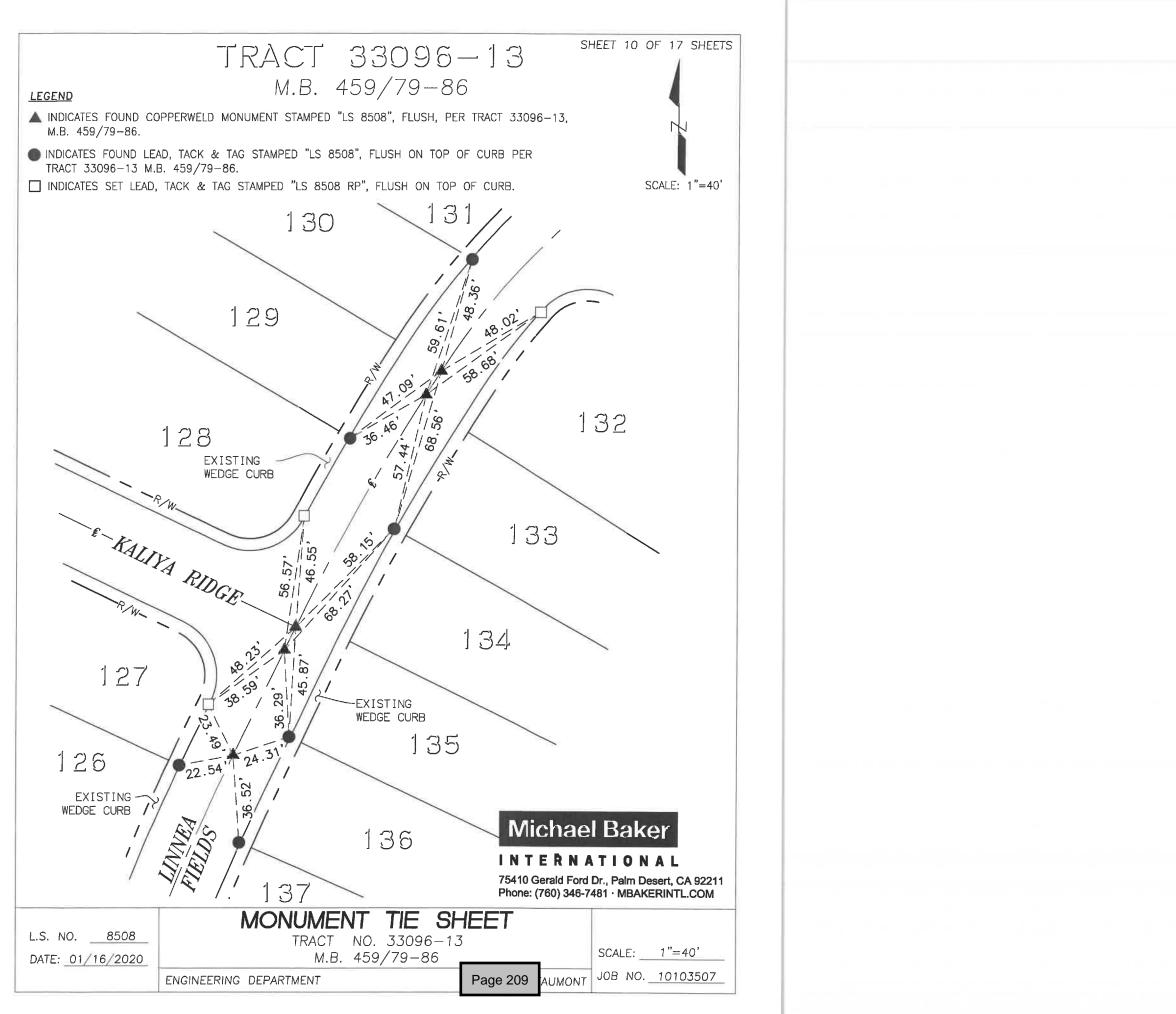


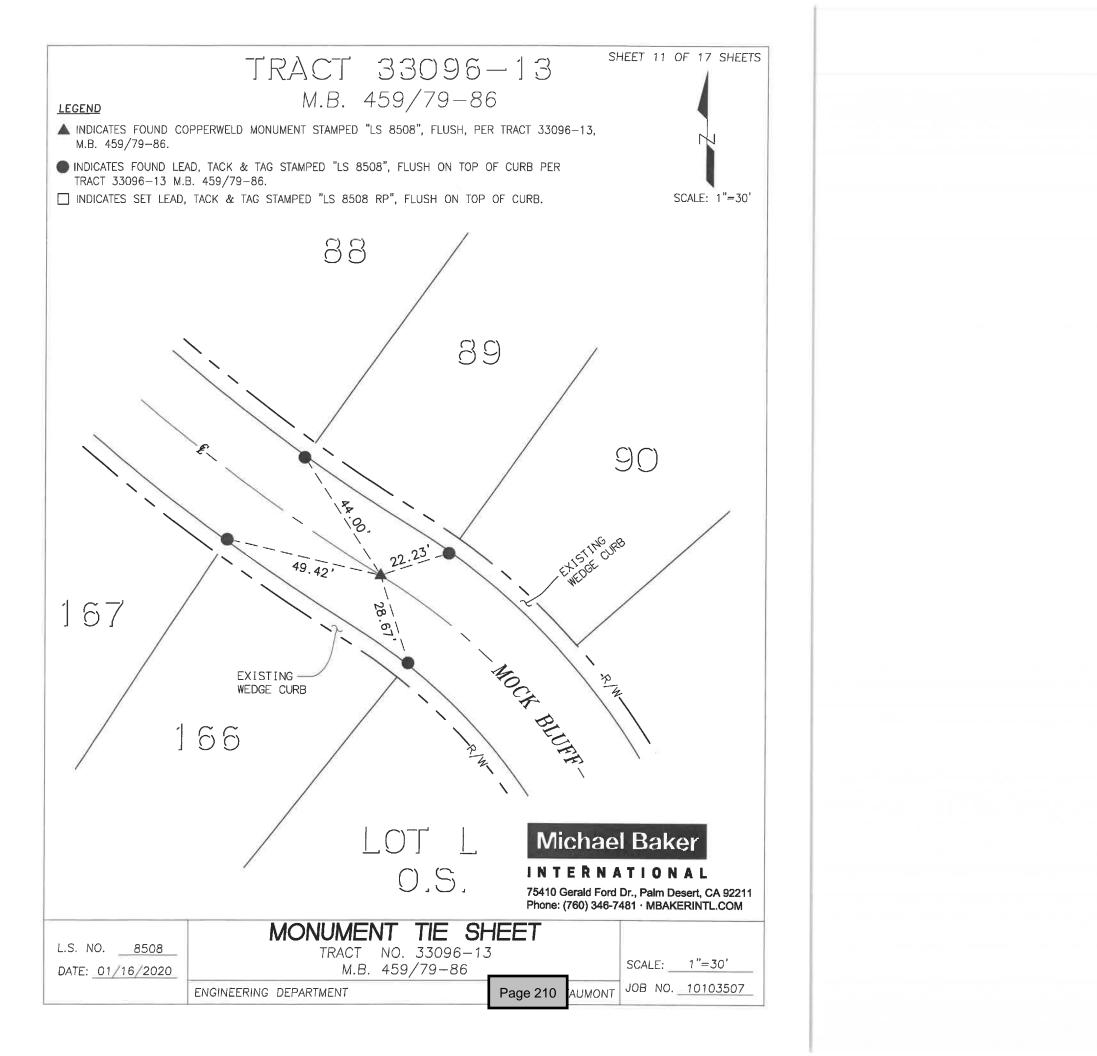


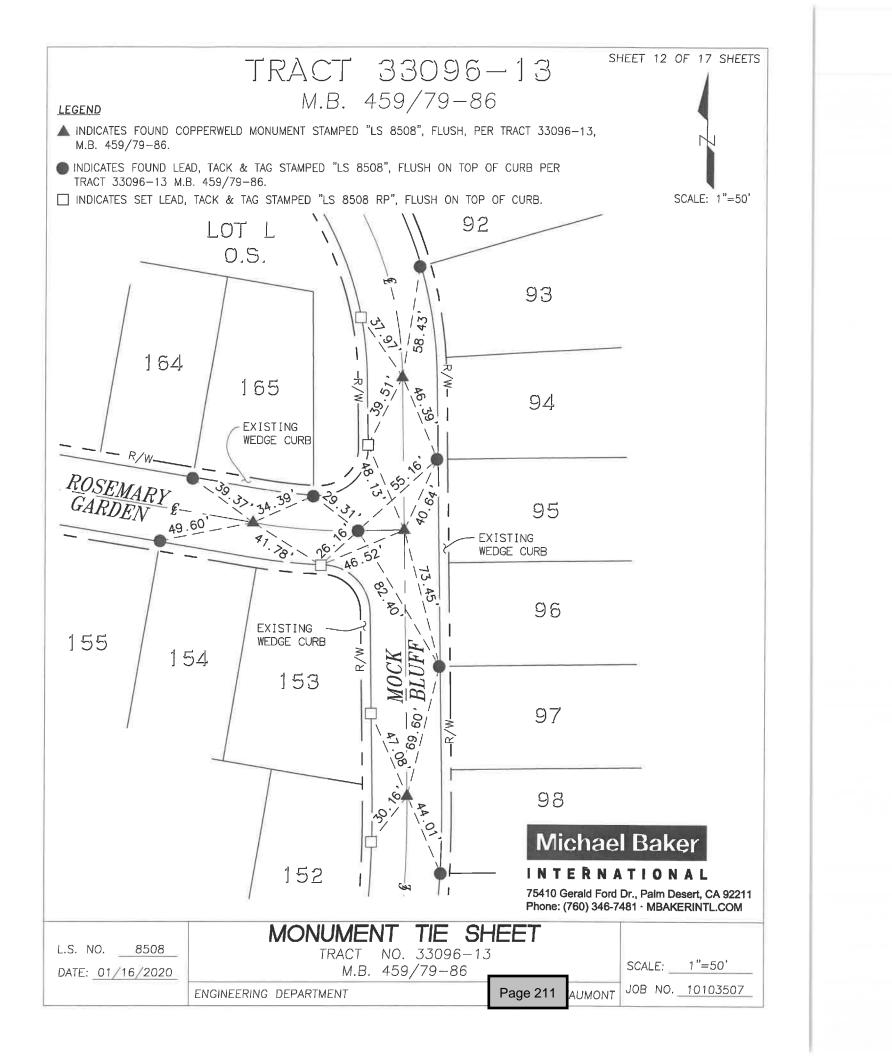


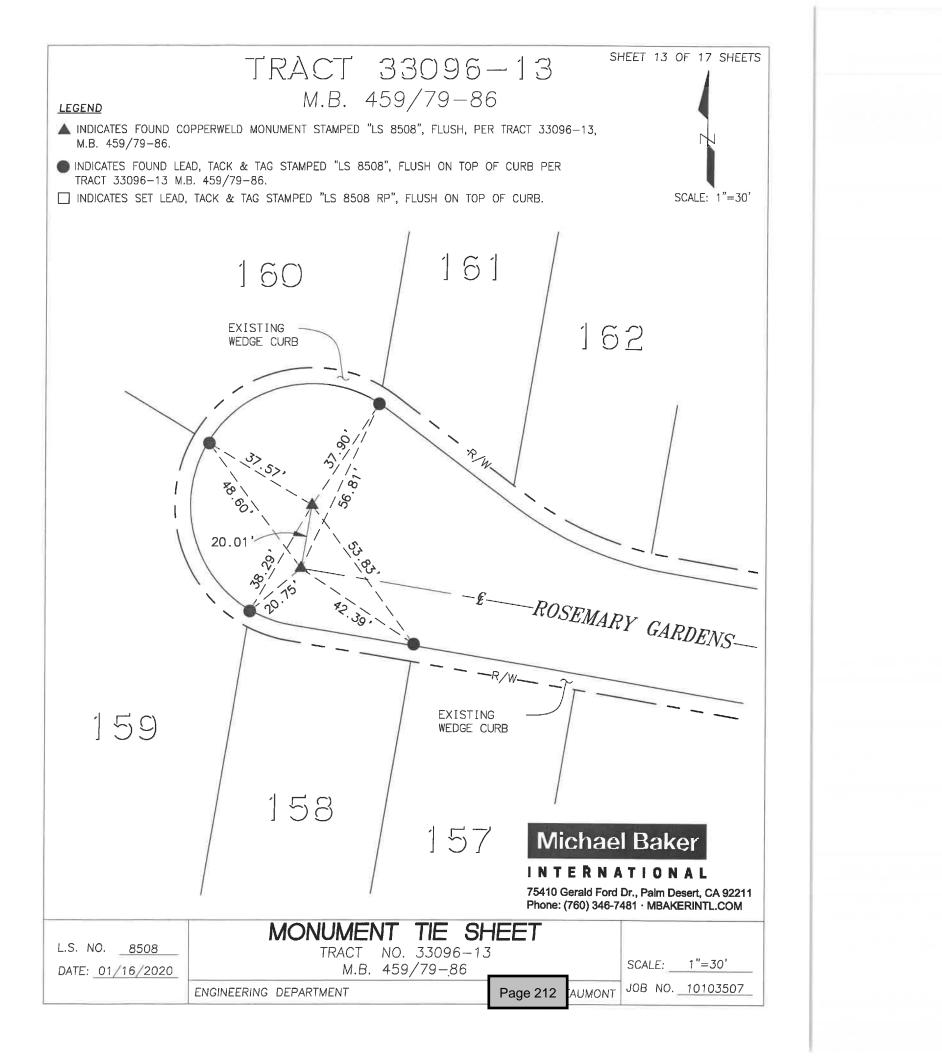


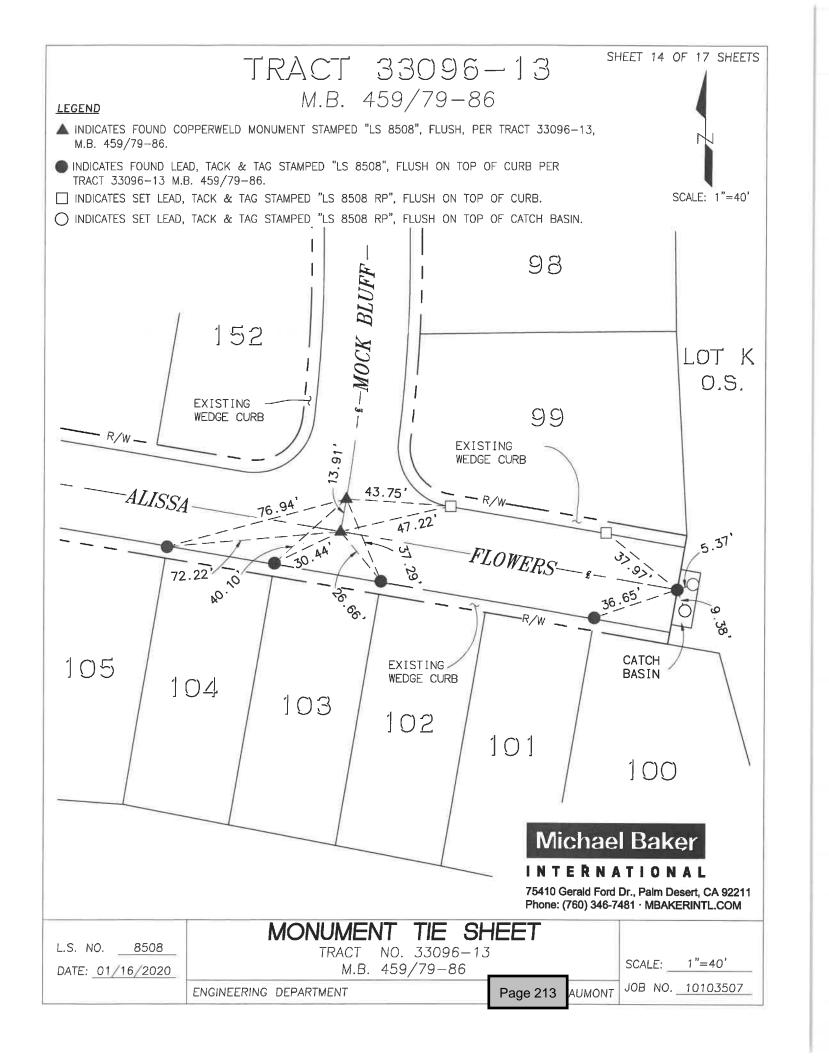


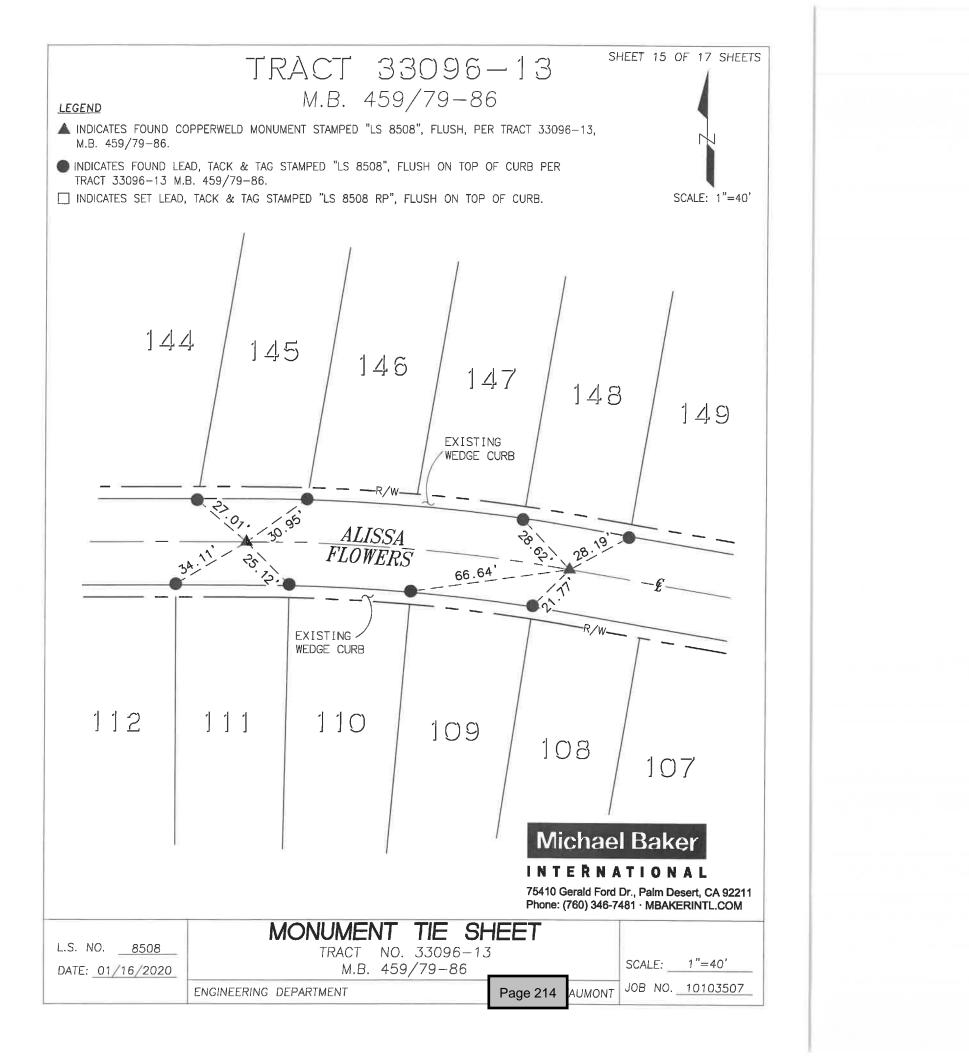


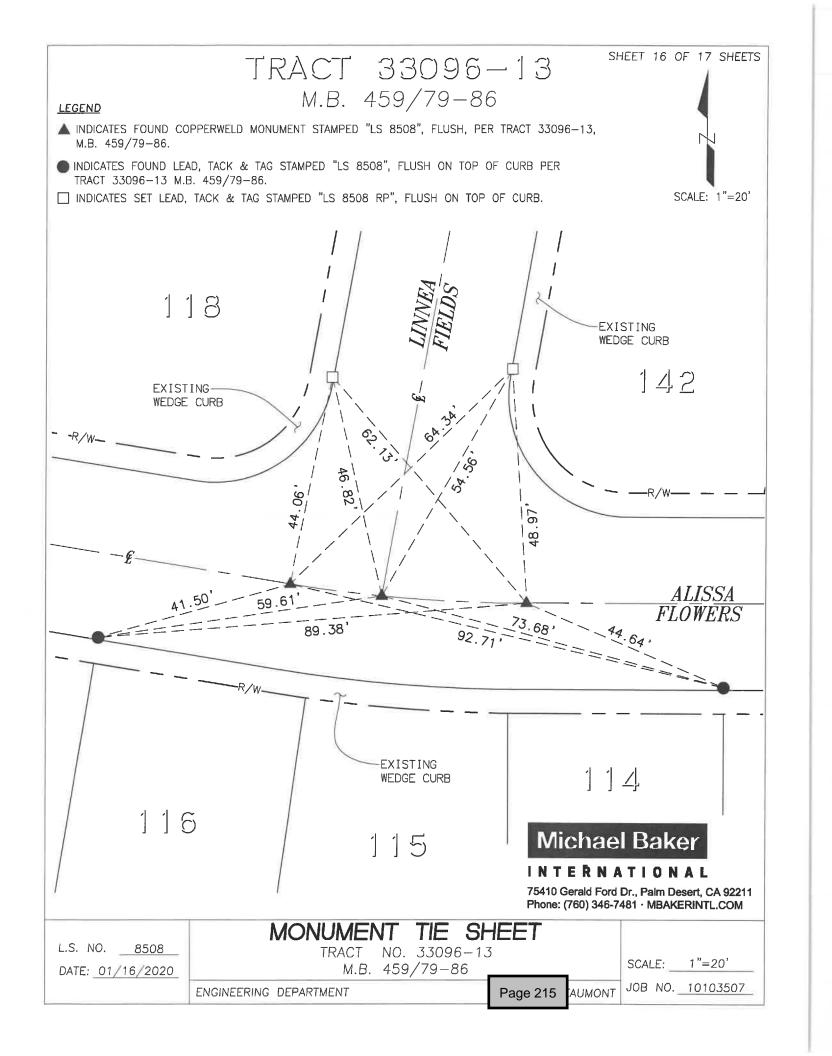


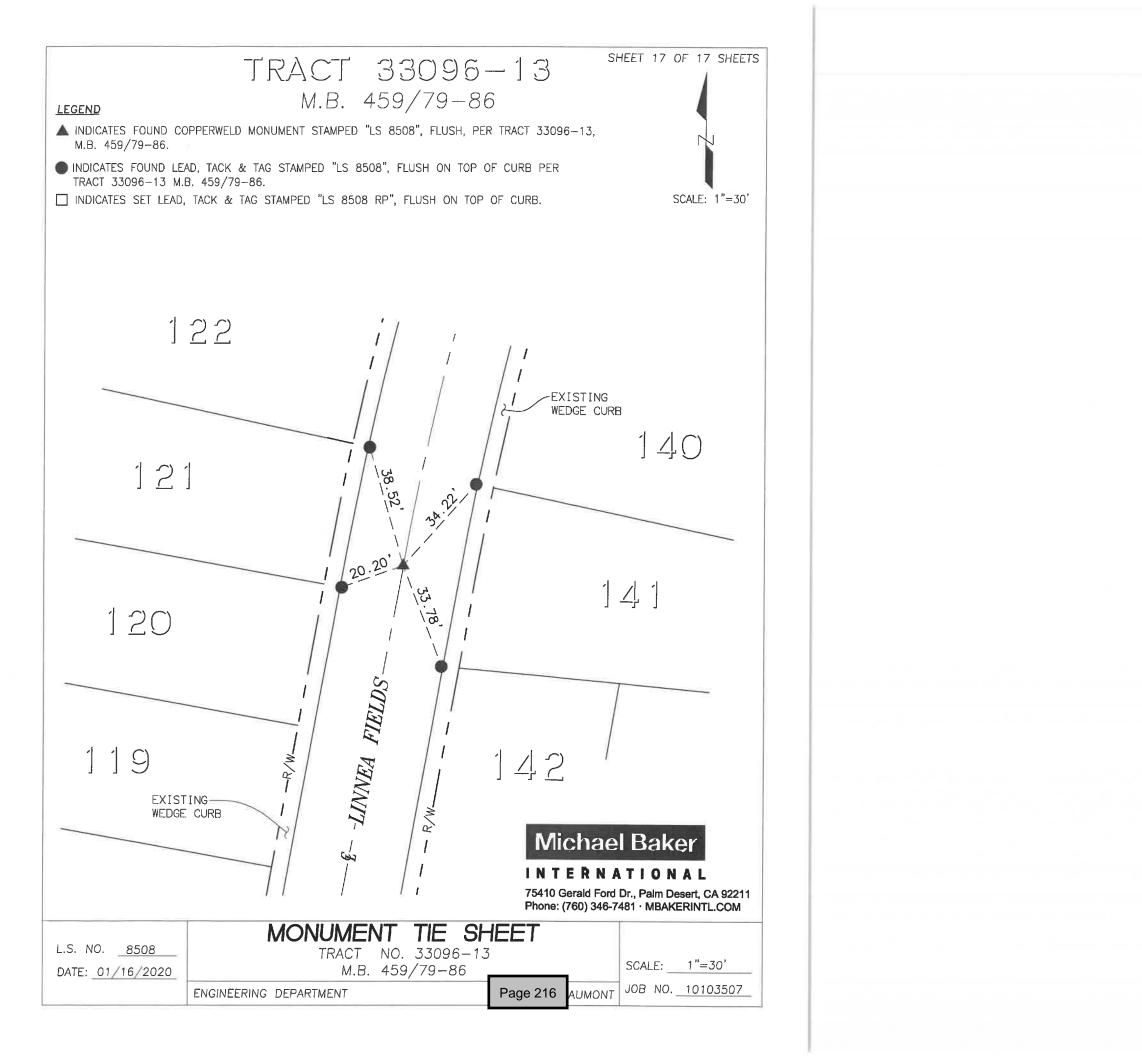












THIS SUBDIVISION CONTAINS: 168 NUMBERED LOTS	IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA	
14 LETTERED LOTS 182 LOTS TOTAL	TRACT NO. 33096-13	
38.081 ACRES GROSS		
	BEING A SUBDIVISION OF A PORTION OF LOT 5 OF TRACT NO. 32259 AS FILED IN BOOK 371, PAGES 22 THROUGH 27, INCLUSIVE, OF MAPS; AND LOT "P" AND A PORTION OF LOT "O" OF TRACT NO. 33098-3 AS	
	FILED IN BOOK AND PAGES TO THEORY AND INCLUSIVE OF MAPS AND IN THE OFFICE OF THE COUNTY	
	RECORDER OF RIVERSIDE COUNTY, CALIFORNIA; BEING LOCATED IN SECTION 14, T. 3 S., R. 1 W., S.B.	ł.
· ·	Michael Baker	
	1 and 1	
	INTERNATIONAL FEBRUARY, 2016	
OWNER'S STATEMENT	TAX COLLECTOR'S CERTIFICATE	SURVEYO
WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT	I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS	THIS MAP IN CONFORMANC
WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER	AGAINST THE PROPERTY SHOWN ON THE RITHIN WAP FOR UNPAID STATE, COUNTY, WANTCIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES , EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES.	PARDEE HOW
LINE.	NOW A TIEN BUT NOT YET PARAGES- WHICH ARE ESTIMATED TO BE S	OF THE CHI ACCEPTANCE
HE HEREBY RETAIN LOTS "A" (ALISSA FLOHERS), "B" (LINNEA FTELDS), "C" (WOCK BLIFF), "D" (ROSEMARY GARDENS), "E" (KALIYA RIDGE), "F" (JALIE DONAVIN MOOR), "G" (LUCINDA TERRACE), "H" (SAMS CANTON), AND	DATED. November 7, 2017 Den Chry Starte Tax partector	ENABLE THE
"1" (SCARLETT RUNNER), INDICATED AS PRIVATE STREETS, AS SHOWN HEREON FOR PRIVATE USE FOR THE SOLE	BY Skesse Carton DEPUTY	
BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT WAP.		DATED:
HE HEREBY RETAIN FOR OPEN SPACE AND LANDSCAPE NAINTENANCE, LOTS "J" THROUGH "N", INCLUSIVE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT WAP.	TAX-BOND CERTIFICATE I HEREBY CERTIFICATION A BOND IN THE SUM OF I HAS BEEN EXECUTED AND FILED WITH	N
	THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF	CHRISTOPH
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WE HEREBY DEDICATE TO THE CITY OF BEAMONT FOR STREET AND PUBLIC UTILITY PURPOSES LOT "N" (HIGHLAND	ALL TAXES, STATE, COUNTY, WANTETPH- OF LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS WAP WITH DECOMMY RECORDER ARE A LIEN AGAINST SAID PROPERTY	41141411
SPRINGS AVENUE) AS SHOWN ON THIS WAP.	BUT NOT YET PAYABLE AND SAID BOND HAS BEEN TOLLY APPROVED BY SAID BOARD OF SUPERVISORS.	
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:	DATED:, 20	
WE HEREBY DEDICATE TO THE CITY OF BEALMONT, EASEMENTS FOR PUBLIC UTILITIES, SEWER, AND DRAINAGE PURPOSES AND MAINTENANCE THEREDF, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC SAFETY AND	CASH OR SURECK TAX BOND	CITY SL THIS MAP C
UTILITY WAINTEMANCE VEHICLE PURPOSES WITHIN LOTS "A (ALISSA FLOMERS), "B" (LINNEA FIELDS), "C" (MOCK BLUFF), "D" (ROSEMARY GARDENS), "E" (KALIYA RIDGE), "F" (JALIE DONAVIN MOOR), "G" (LUCINDA TERRACE),	DOW KELETOR	STATE THAT
BUCKF, D (RUSEANANT GARDENS), E (ANLITA RUDE), F (OULLE UNARTHINKAN), O (LOUTINA FLAMEL), "H" (SAMS CANYON), AND 'I" (SCARLETT RUMMER), INDICATED AS PRIVATE STREETS, AS SHOWN ON THIS TRACT	· · · · · · · · · · · · · · · · · · ·	THE SAME A THE CITY O
WAP.	BY:, DEPUTY	SATISFIED
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: WE HEREBY DEDICATE TO THE CITY OF BEAMONT AN EASEMENT OVER LOT "K" FOR PUBLIC UTILITIES, SEMER AND		DATED:
DRAINAGE PURPOSES AND THE MAINTENNICE THEREOF, AS SHOWN NITHIN THIS TRACT WAP.	9	bas)
K. HOWAWIAN'S FOUR SEASONS AT BEALMONT, LLC	NOTARY ACKNOWLEDGEMENT.	JAY S. FA
A CALIFORNIA L'IMITED LIABILITY COMPANY		L.S. 8207
Br. Dy Mall	A NOTARY PUBLIC OR OTHER OFFICER CAPLETING THIS CERTIFICATE VERIFIES ONLY THE DOWNING OF THE JUNITION WAS STARTED FOR STAFFIELD	
DOUGLAS ROODWARD, DIVISION PRESIDENT	OF THE INDIVIOUL IND STORED THE EXCLANATION INNER THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHELINESS, ACCARACY, OR VALIDITY OF	BEAUMON
· .	THAT DOCLMENT.	AND ADCEP ROAD AND
	STATE OF) COUNTY OF) SS.	VEST TITLE
NOTARY ACKNOWLEDGEMENT	DN BEFORE ME, A NOTARY PUBLIC	IMPROVENE) PURSUNNT
	PERSONALLY APPEARED	THE EASEN
A NOTARY FUGLIC OR OTHER OFFICER COMPLETING THIS CERTIFICARE VERIFIES ONLY THE IDENTITY OF THE IDOVIDUAL MOD STORED THE DOCUMENT TO	WHD PROVED TO WE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOMLEDGED TO WE THAT HE/SHE/THEY EXECUTED THE SAME IN	וחות הביות
WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF	HIS/HER/THEIR AUTHORIZED CAPACITY(ISS), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHULF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.	WITHIN LO (KALIYA RI
THAT DOCLMENT.		(SCARLETT
STATE OF <u>CALLEDRINA</u>) COUNTY OF <u>DRANGE</u>) SS.	I CERTIFY UNDER PEWALTY OF PERJURY, UNDER THE LAKS OF THE STATE OF CALIFORNIA, THAT THE FOREBOING PARAGRAPH IS TRUE AND CORRECT.	THE EASENE
ON 84 OCT ADIT BEFORE WE, ITELOFAL , A NOTARY PUBLIC (INSERT NAME)	WITNESS IN HAND	"K" IS ACC
PERSINALLY APPEARED DOUGLAS WOODDARD		DATED:
NHD PROVED TO HE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) NHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOMLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN	CT01171 DC	0
uis Amp / The ir all the internation of the international statement of the	SIGNATURE .	
THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.	PRINT NUME	<u>SIGNATU</u> PURSUMT
I CERTIFY UNDER PENNLTY OF PERMITY, UNDER THE LAWS OF THE STATE OF GALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.	WY COMMISSION EXPIRES	PURSUANI EASEMENTS
WITNESS MY HAND	IN PRINCIPAL FLACE OF BUSINESS 15 COUNTY.	1) METRO
RELIENCE RELEASE		FOR EL
Ven		13, AN 2) SOUTHE
SIGNITURE		INCIDE JNE 2
PRINT MUE	SOILS REPORT NOTE	OFFIC.
	PRELIMINARY SOILS REPORT FOR TENTATIVE TRACT NO. 33096, DATED APRIL 18, 2003, WAS PREPARED BY LEIGHTON AND ASSOCIATES. INC., AS REDUITED BY SECTIONS 17953 OF THE CALIFORNIA HEALTH	3) SOUTH INCIDE
NY COMMISSION EXPIRES <u>IN OCT 2021</u>	AND SAFETY CODE AND AS REQUIRED BY SECTION 66434.5 OF THE CALIFORNIA COVERIMENT CODE. A	PUBL 10 2015-1
WY PRINCIPAL PLACE OF BUSINESS IS ORANGE COUNTY.	ODPY OF SAID REPORT IS ON FILE FOR PUBLIC INSPECTION IN THE CITY ENGINEERS OFFICE.	2013-1

Page 217

	Cith	1	
	SHEET	1 OF	8 SHEETS
RECORDER'S STATEM FILED THIS 2010AY OF J 315 P.H. IN BOOK 450 19-816, AT THE RE CITY OLENK, CITY OF BAN, AO. 2001-0500 B3 FEE \$ 214.00 PETER ALDAWA, ASSESSOR-0	DAULION, 2037 OF MAPS AT PA ROUEST OF THE MONT.)	AGES	
Br: Yeural	>		EPVTY
subdivision Quarantee [.] U	RANGE COAST TIT	le compan	n-
R WY DIRECT SUPERVISION AND IS B OF THE SUBDIVISION MAP ACT AND LO TTON, IN FEBRUARY OF 2016. I HERE	CAL ORDINANCE A	t the req Ll monume	UEST OF NTS ARE

STATEMENT REPARED BY HE OR UNDER TH THE REQUIREMENTS (A CALIFORNIA CORPORA A CALIFORMIA CURPORATION, IN TERMONT OF 2010. I TEREDISTITUTION ALL MANAGED STATE TER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET WITHIN ONE YEAR FROM "INPROVEMENTS BY CITY COUNCIL AND THAT THE NEAMMENTS ARE, OR WILL BE, SUFFICIENT TO REVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR "APPROVED TENTATIVE MAP, IF ANY. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

RER 20, 2017 E ALBERTS, L.S. 8508

MALL LAND LS No. 85

YOR'S STATEMENT

RUS TO THE REQUIREMENTS OF THE SUBDIVISION WAP ACT AND LOCAL ORDITANCES. I HEREBY RUS TO THE REQUIREMENTS OF THE SUBDIVISION WAP ACT AND FOUND TO BE SUBSTANTIALLY I APPEARED ON THE TENTATIVE WAP OF TRACT WAP 33096 AS FILED, ANDADED, AND APPROVED BY IL ON JULY 19, 2005, THE EXPIRATION DATE BEING DECEMBER 18, 2018, AND THAT I AN HAP IS TECHNICALLY CORRECT.

13 . 2017	SIGNAL LAND
alis	Sel St. S. INNER
, CITY SURVEYOR	* No. LS.8207
TTY COUNCIL CERTIFIC	TE OF CALIFOR

CITY COUNCIL CERTIFICATE CAMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 33096-13 E OFFER OF DEDICATION OF LOT "N" (HIGHLAND SPRINGS AVENUE) WADE HEREON FOR PUBLIC THE OTHER OF DEFINITION OF LOT IN AND THE AND STATISTICAL MODE ADDRESS AND ADD HE CITY OF DECIME OF THE CITY MAINTAINED ROAD SISTED WITH ACCEPTED BY THE CITY SECTION 941 OF THE STREETS AND HIGHNAYS CODE, AND ALSO ACCEPTS:

FOR PUBLIC UTILITIES, SCHER, AND DRAINAGE PURPOSES AND MAINTENANCE THEREOF, TOGETHER T OF INGRESS AND EGRESS FOR PUBLIC SMEETY AND UTILITY MAINTENANCE VEHICLE PURPOSES A" (ALISSA FLOMERS), "B" (LINNEA FIELDS), "C" (MOCK BLIFF), "D" (ROSENARY GARDENS), "E"), "F" (ALIE DONAVIN MOOR), "B" (LINNEA FIELDS), "C" (MOCK BLIFF), "D" (ROSENARY GARDENS), "E"), "F" (ALIE DONAVIN MOOR), "B" (LINNEA FIELDS), "UTILITY MAINTENANCE VEHICLE PURPOSES ER), THE PRIVATE STREET LOTS AS SHOWN ON THIS MAP.

OR PUBLIC UTILITIES, SENER AND DRAINAGE PURPOSES AND THE MAINTENANCE THEREOF OVER LOT D, SUBJECT TO IMPROVEMENTS.

21 , 2017

CITY CLERK, CITY OF BELLINH, RIVERSIDE COUNTY, CALIFORNIA

OMISSIONS NOTE

ECTION 65436 OF THE SUBDIVISION WAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF OR OTHER INTERESTS HAVE BEEN OWITTED.

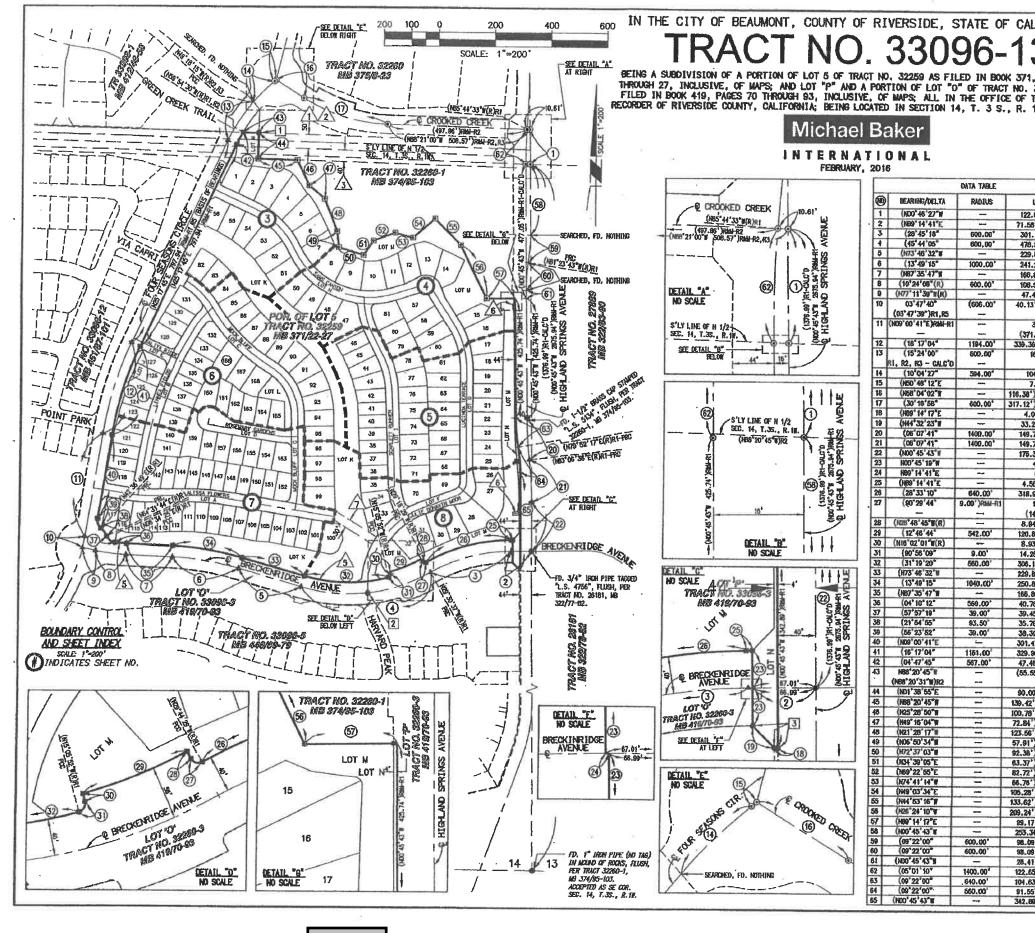
AN WATER DISTRICT OF SOUTHERN CALIFORNIA, A CALIFORNIA CORPORATION, HOLDER OF EASEMENTS RIC TRANSMISSION LINE(S), PER INSTRUMENTS RECORDED SEPTEMBER 28, 1933 IN BOOK 143, PAGE COLIER 9, 1939 IN BOOK 437, PAGE 483, BOTH OF OFFICIAL RECORDS. CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF EASEMENTS FOR PIPE LINES AND , PURPOSES, RECORDED APRIL 20, 1971 AS INSTRUMENT NO. 1971-40682 (PLOTTED HEREON), AND 2007 AS INSTRUMENT NO. 2007-405117 (BLANKET IN NATURE AND NOT PLOTTED HEREON), BOTH OF

3

8

PWall

ALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND . PURPOSES, RECORDED JULY 12, 2007 AS INSTRUMENT NO. 2007-455167, AND AND EASDIENT FOR ILLITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 2, 2015 AS INSTRUMENT NO. BS; BOTH OF OFFICIAL RECORDS.

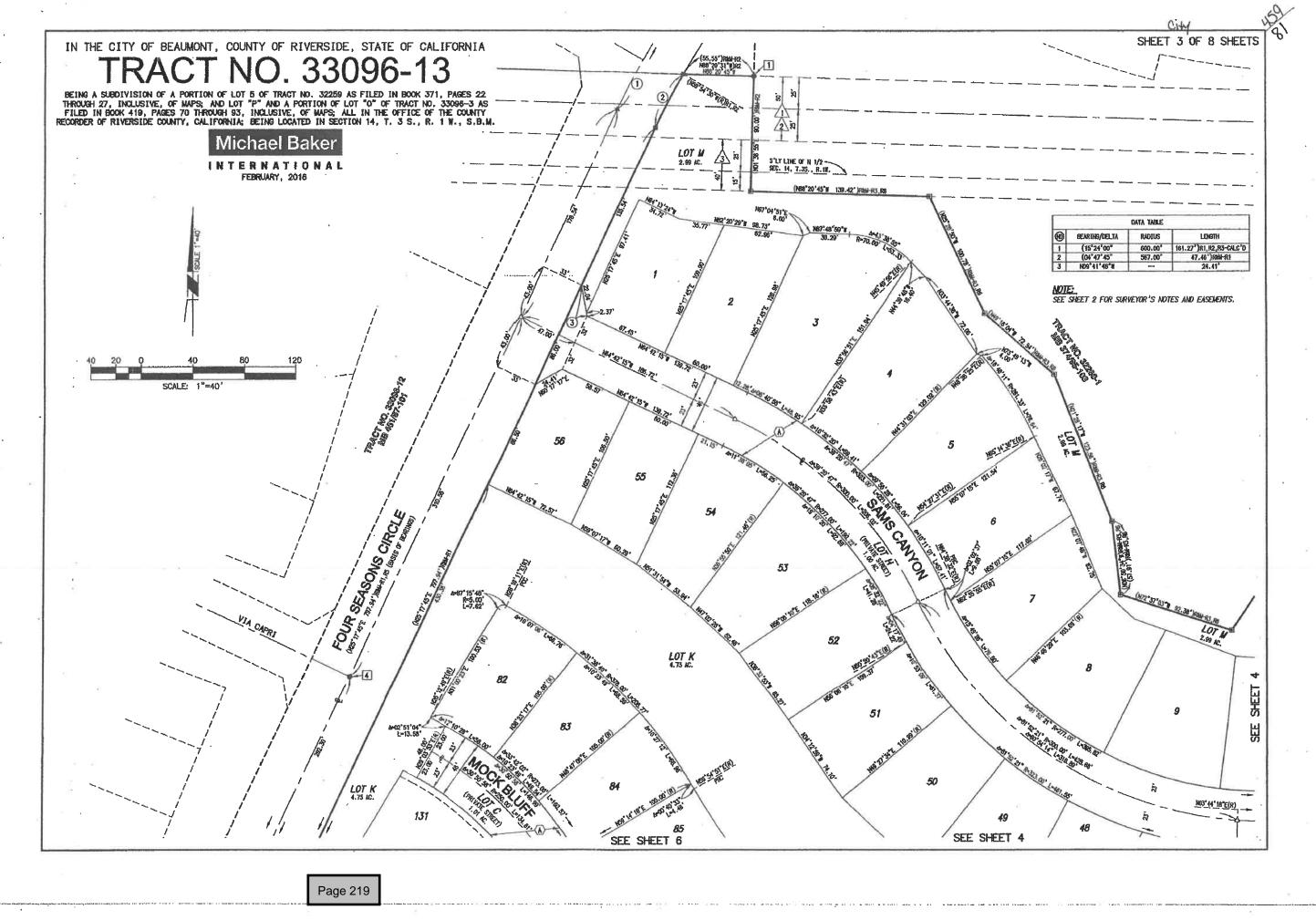


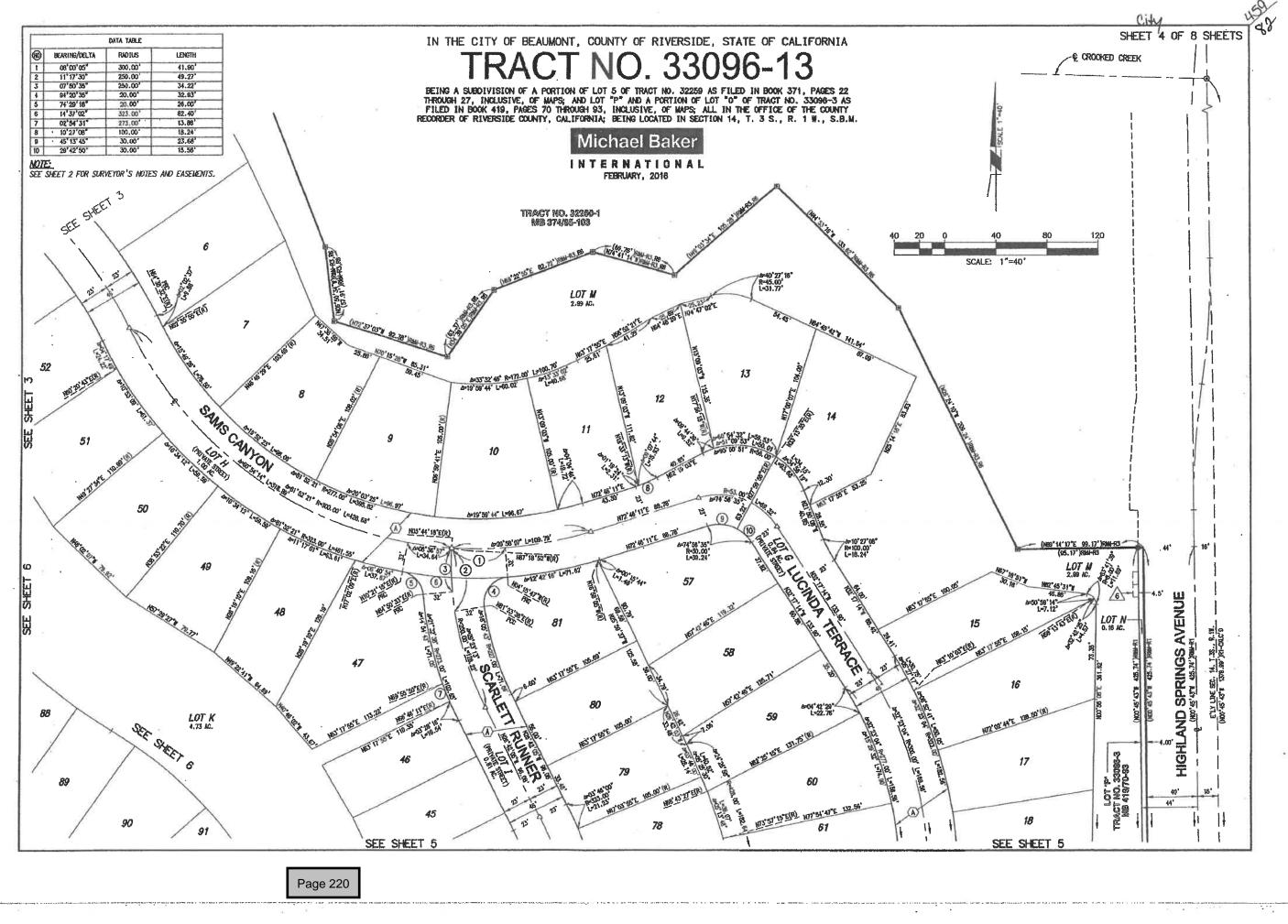
Page 218

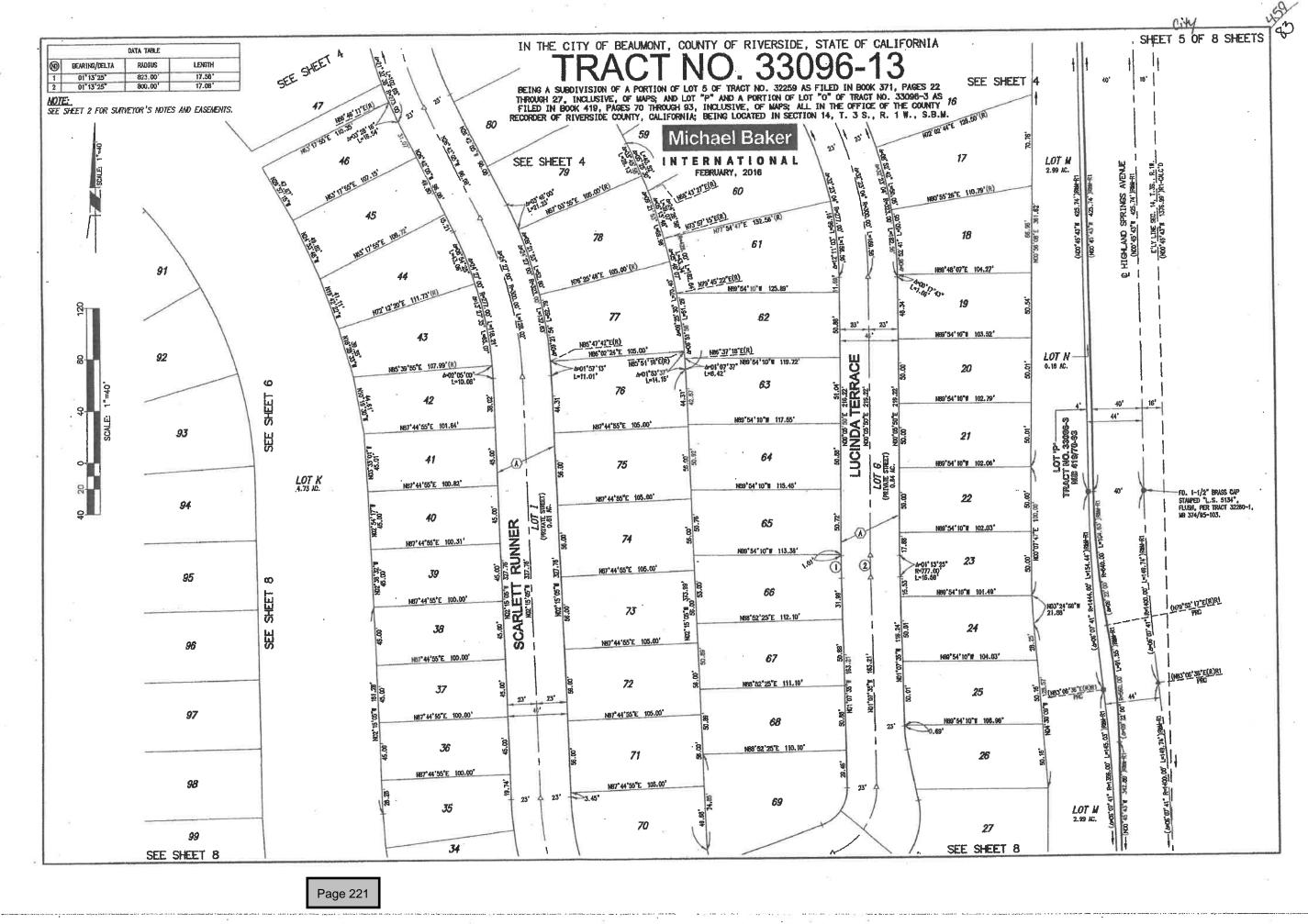
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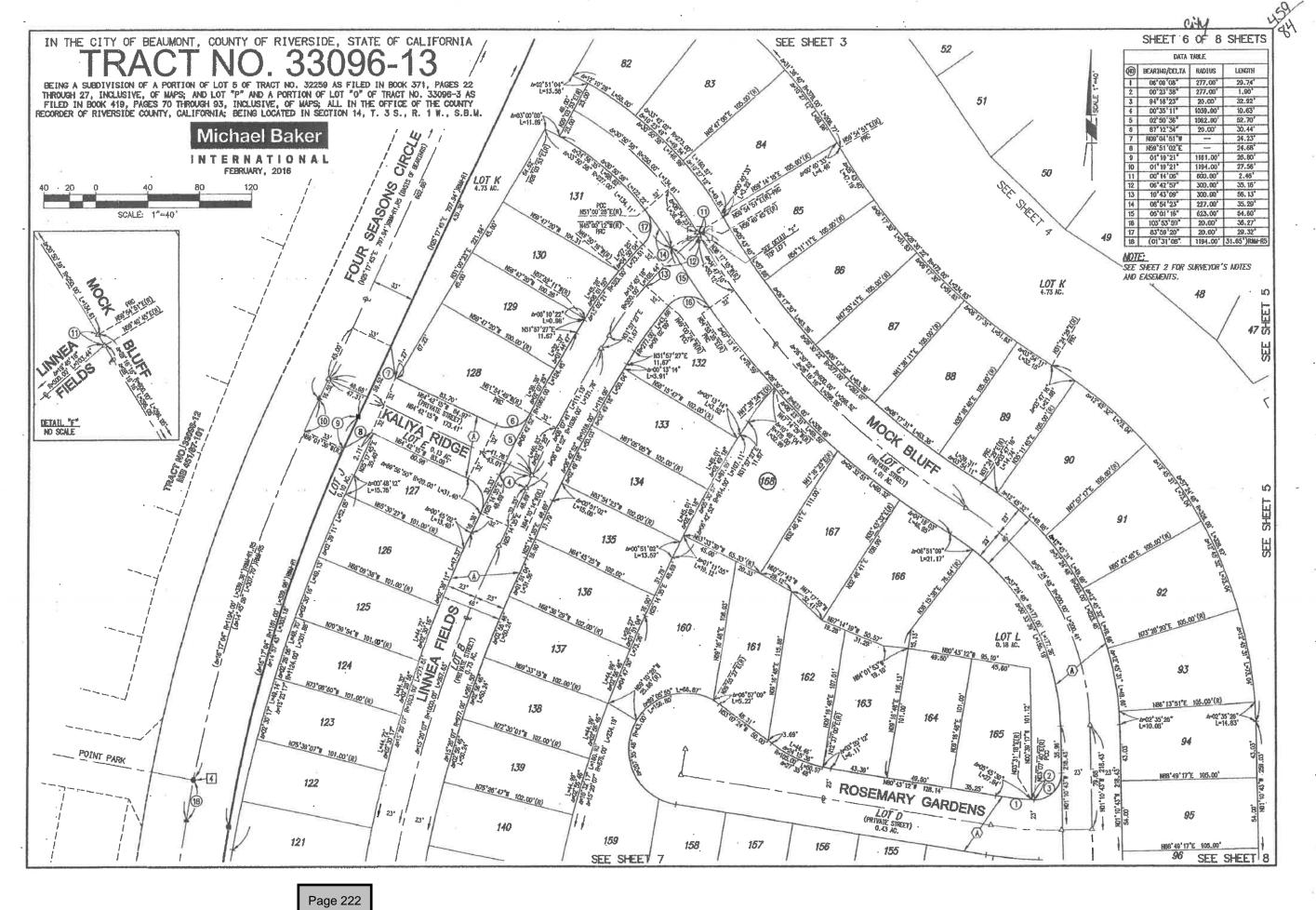
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CALIFORNI		(AD
	SURVEYORS NOTES:	
13	CHALL AS SHOWLOW INDEXT NO. 33086-12, FILLD IN BOOK 451, PARES B7 THROWH 101, INLISIVE, OF MURS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING <u>NORTH 25" 17'45", EAST</u> .	
371, PAGES 22 10. 33096-3 AS		
OF THE COUNTY R. 1 W., S.B.		
	SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH OR LEND, TACK AND TAG "L.S. 8500", FLUSH, IN CONCRETE; OR A SPIRE MARKASS MASHER STAMPED "L.S. 8508", FLUSH, IN ASSIMUT PAREMENT NAVING A THICORESS OF 2" OR WORE AT ALL REAR LOT CORRESS, BERK AND SIDE LOT ANGLE POINTS NO FUNGE AT ALL REAR CORRESS WHICH ARUT A PRIVATE STREET WILL RE MARKED ON A 5.50" OFFSET INSIDE THE STREET RIGHT-OF-MAY IN CONCRETE BY A LEAD TACK AND TAG "L.S. 8500" ON SIDE LOT LINES PROVOED.	
LENGTH	4. DENOTES RECORD DATA PER REFERENCES BELOW	
122.04")RM-R2 71.58")R1-CALC'D	CALC'D CALCULATED FROM RECORD DOCUMENT AS SHOWN POC POINT OF COMPOUND CARYATURE	
301.12")RMI-R1	PRC POINT OF REVERSE OLRIVATURE RIM REDORD AND MEASURED DATA	
478,93")RMI-R1	(R) RADIAL BEARING	
229.87')RMI-R1 241.22')RMI-R1	() RECORD DATA AS SHOWL R1 RECORD DATA PER TRACT 33096-3, UB 419/70-93	
168,86")RHH R1	R2 RECORD DATA PER YRACT 33096-1, WB 412/46-58	
108.93')RM-R1 47.46')RM-R1	R3 RECORD DATA PER TRACT 32260-1, NB 374/85-103 R4 RECORD DATA PER TRACT 32260, NB 375/8-23	
47.46 (Rasi-R1,R5	R5 RECORD DATA PER TRACT 33096-12, 451/87-101	
	R6 RECORD DAYA PER TRACT 32259, M3371/22-27 R7 RECORD DAYA PER TRACT 33096-5, 446/67-79	
371.72' (371.73')R1,85	5. DENDTES SET WONMENTS AS NOTED BELOW.	
39.36' RMH-R1, R5	△ INDICATES SET 1-1/2" COPPERIELD MONIMENT STANPED "LS 8508", FLUSH.	
161.27*)	6. DENDTES FOUND MONUMENTS AS NOTED BELOW:	8
104.44')83	A DENOTES 1-1/2" BRASS CAP STAUPED "L.S. 5134", FLUSH, PER TRACT NO.	
7.04')R3 5.38')RMI-R2,R3,R4	33096-3, WB 419/70-93.	
7.12')RM R2,R3,R4	DENOTES 2" IRON PIPE TAGGED "L.S. 5134" OR SPIKE AND WASHER STAMPED	
4.00°)RHI-R 33.24°)RHI-R1	"L.S. 5134" OR LEND, TACK AND TAG "L.S. 5134" TO BE SET PER TRACT NO. 33096-3, MB 419/70-93.	
149.74')RMI-R1		
149.74")Rall-R1	© DENOTES 1-1/2" BRASS CIP STANPED "L.S. 5134", FLUSH, PER TRACT 32260-1, UB 374/95-103.	- H
175.30")R44-R1 40.00"	B DENDTES 2" IRON PIPE THEGED "L.S. 5134" OR LEAD, TACK AND THE "L.S.	
0.01" 4.58")Rhil-R1	5134" OR SPIKE AND WASHER STAMPED "L.S. 5134", FLUSH, IN ASPULT PAVEMENT HAVING A THICKNESS OF 2" OR MORE, TO BE SEY PER TRACT ND,	
318.94')RbH-R1 14.22'	33096-3, ME 419/70-93.	
(14.21*)R1	DENOTES FOUND NORMMENT AS NOTED AND REFERENCED HERECOM	
8.94')RMI-R1 120.88')RMI-R1	1 FOLMO 2" IRON PIPE TAGGED "L.S. 5134" OR LEND, TACK AND THE "L.S. 5134" OR SPIKE AND MASTER STAMPED "L.S. 5134", FLUSH, TH ASPHILT	
8.93')R84-R1	PAVENENT HAVING A THIODIESS OF 2° OR NORE, TO BE SET PER TRACT NO. 33096-1, NB 412/46-58.	•
14.28")RMI-R1		
306, 14°)RHI-R1 229, 87')RHI-R1	FOUND SPIKE AND INSHER STAUPED "25. 8508", FLUSH, PER TRACT ND. 33096-5, MB 446/87-79.	
250.87')Rbs R1	3 FOUND 2" IRON PIPE THEED "L.S. BSDE" OR LEAD, TACK AND THE "L.S.	
166.86')RHJ-R1 40.76')RHJ-R1	ASUB OR SPINE NO USHER STANED "L.S. BODO UN LEAD, HAR AND HAB L.S. BSDB" OR SPINE NO USHER STANED "L.S. BODO", FLUSH, IN ASPHALT PAVENENT HAVING A THICORESS OF 2" OR WARES, TO BE SET FER TRACT	
39.45')RMI-R1	NO. 33096-5, MB 445/67-79,	
35.76")RMI-R1 38.39")RMI-R1	A FOUND COPPERMELD NOMMENT STAUPED "L.S. 8508", FLUSH, TO BE SET	
301.47")RM-R1	EASEMENTS	
329.90°)RMI-R1 47.46°)RMI-R1		
(55.55')RMI-R2	EXEMENT IN FAVOR OF METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR LECTRIC TRANSMISSION LINE(S) PER INSTRUMENT RECORDED SEPTEMBER 28, 1933 IN BOOK 143, PAGE 13, OFFICIAL RECORDS.	
90.00')RMI-R2 19.42')RMI-R3,R5	EXSEMENT IN FAVOR OF METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA	
0.78')RM-R3,R5	2 FOR ELECTRIC TRANSMISSION LINE(S) PER INSTRUMENT RECORDED DECEMBER 9, 1939 IN BOOK 437, PAGE 483, OFFICIAL RECORDS.	
2.84')RMI-R3,R6 13.56')RMI-R3,R6 7.91*)RMI-R3,R6	A EASEMENT IN FANOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINE, - A RECORDED APRIL 20, 1971 AS INSTRUMENT NO. 1971-10682, OFFICIAL RECORDS.	
2.38")844-83,86	4. AN EASEMENT IN FAMOR OF SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA	
3.37°)RMI-R3,R8 2.72°)RMI-R3,R6	COMPORATION, FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED JAME 21, 2007 AS INSTRUMENT NO. 2007-406117 OF OFFICIAL RECORDS. (SAID EASEMENT IS	
5.76 RdM-R3,R6	BLANKET IN HATURE AND NOT FLOTTED HEREON)	
5.28')Rall (U.R.5	AN EXEMPTIT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A	
3.62')RHH-R3.R5 9.24')RHH-R3.R5	5 CORPORATION, FOR FUELIC UTILITIES AND INCIDENTAL PARPOSES, RECORDED JULY 12, 2007 AS INSTRUMENT NO. 2007-455167 OF OFFICIAL RECORDS.	34
89, 17')RMI-R3	AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A	
253,34")RMH-R1 98.09")RMH-R1	6 CORPORATION, FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 2, 2015 AS INSTRAMENT NO. 2015-3393286 OF OFFICIAL RECORDS,	
98.09")RMI-R1	A IN EISDENT FOR STORY DOLLY IND CHILTION FORTH IND HAMITAHING TO THE IA	
28,41')RMI-R1 22,65')RMI-R1	<u>L.I.S</u> DEDICATED HEREON.	
104.63')RMH-R1	(A) EASEMENTS FOR PUBLIC UTILITIES, SENER, NO DRAINING PURPOSES AND MAINTEDWARE THEREOF, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR	
91.55')RW-R1 542.89')RM-R1	PUBLIC SAFETY AND UTILITY WAINTENANCE VEHICLE DEDIGATED HEREON TO THE CITT OF BELLIONT.	
COLON JOINT 101	VALLE MERIMINATE	

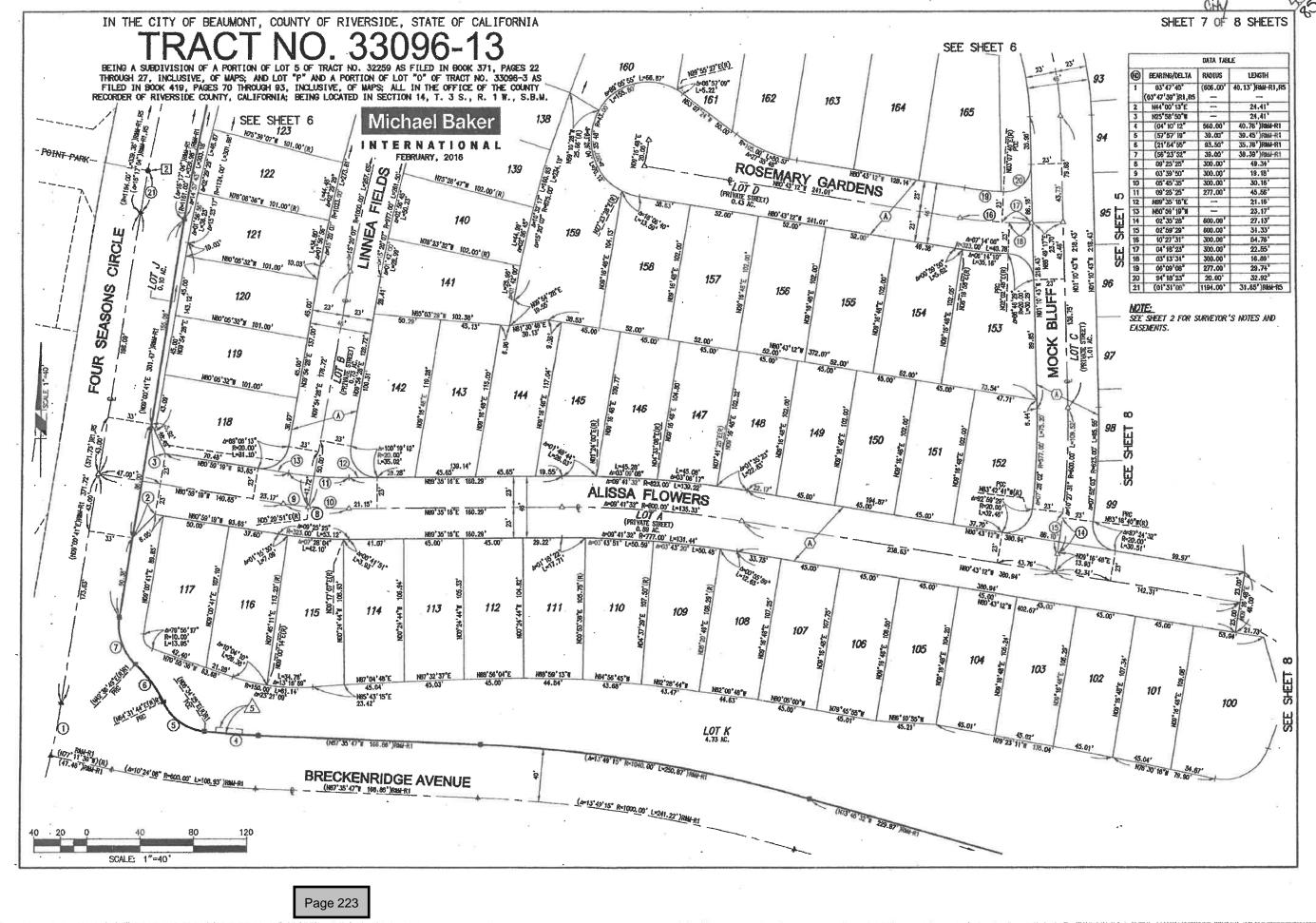
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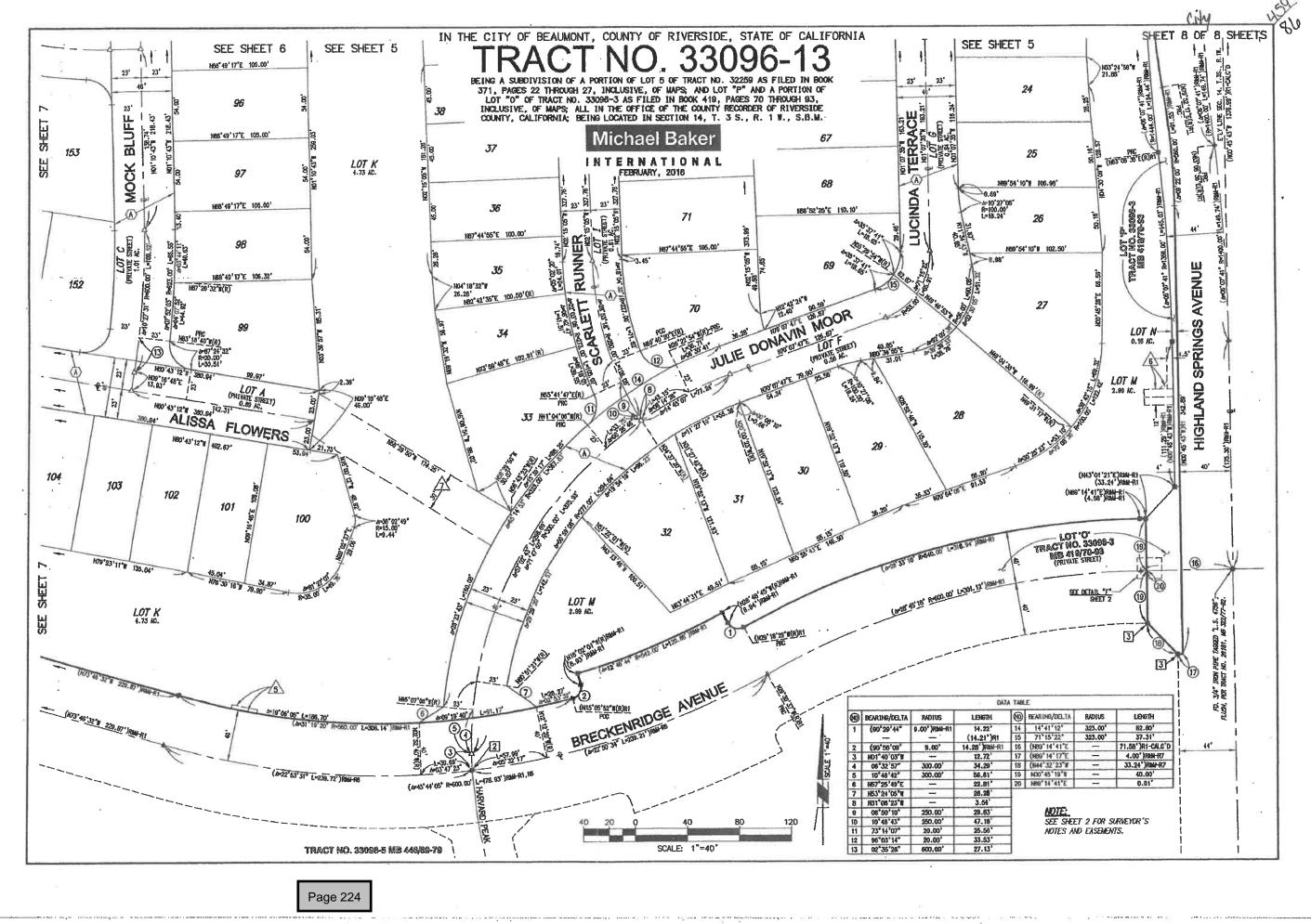












MAINTENANCE BOND

Bond No. 3085345

KNOW ALL MEN BY THESE PRESENTS, That We, <u>K. Hovnanian's Four Seasons at Beaumont, LLC</u> as Principal, and <u>Great American Insurance Company</u> having an office at <u>301 E 4th Street, Cincinnati, OH 45202</u> as Surety, are held and firmly bound unto <u>City of Beaumont: 550 E. 6th Street, Beaumont, CA 92223</u> as Obligee, in the penal sum of <u>Seventy Eight Thousand Eight Hundred Forty Three and 71/100</u> (\$<u>78,843.71</u>) Dollars lawful money of the United States of America the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED this 9th day of January, 2020.

WHEREAS the Principal has completed Storm Drain Improvements Tract 33096-13

and whereas, the Obligee requires a maintenance guarantee for the period of <u>one year</u> from the date of this bond.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal at his own cost and expense replaces or repairs any of the above described works, which shall become defective because of either material or workmanship not meeting requirements of the specifications under which the work was done during the period of <u>one year</u> from the date of this bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

K. Hovnanian's Four Seasons at Beaumont, LLC

Principal

Surety

By:

Great American Insurance Company

Bv

Christine Marotta, Attorney-in-Fact

Witness

Witness



ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

JAN 09 2020

On , before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

Notary Public

OFFICIAL SEAL JOANNE J. KUSHNER (Netary Public, State of Illinois My Commission Expires - April 10, 202

COOK County, ILLINOIS

GREAT AMERICAN INSURANCE COMPANY® Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Address

CHICAGO, ILLINOIS

ALL OF

THOMAS PLUSS

CHRISTINE MAROTTA

DEBRA KOHLMAN

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of JUNE 2012 Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Name

Limit of Power

\$10,000,000.

ALL

No. 0 20302

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss: 14TH On this day of

JUNE 2012 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-16

aren R. Groshiv

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this JAN 09 2020 day of



\$1029AC (4/11)

the C.

Assistant Secretor

MAINTENANCE BOND

Bond No. 41394539

KNOW ALL MEN BY THESE PRESENTS, That We, <u>K. Hovnanian's Four Seasons at Beaumont, LLC</u> as Principal, and <u>Platte River Insurance Company</u> having an office at <u>1600 Aspen Commons. Middleton, WI 53562</u> as Surety, are held and firmly bound unto <u>City of Beaumont; 550 E. 6th Street, Beaumont, CA 92223</u> as Obligee, in the penal sum of <u>One Hundred Seventeen Thousand Thirteen and 22/100</u> (<u>\$117,013.22</u>) Dollars lawful money of the United States of America the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED this 9th day of January, 2020.

WHEREAS the Principal has completed Sewer Improvements Tract 33096-13

and whereas, the Obligee requires a maintenance guarantee for the period of <u>one year</u> from the date of this bond.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal at his own cost and expense replaces or repairs any of the above described works, which shall become defective because of either material or workmanship not meeting requirements of the specifications under which the work was done during the period of <u>one year</u> from the date of this bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

By:

K. Hovnanian's Four Seasons at Beaumont, LLC

Principal

Surety

Witness

Witness

Platte River Insurance Company

Bv:

Christine Marotta, Attorney-in-Fact

Page 228

Item No.6.

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

JAN 092020 On

, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Platte River Insurance Company, a corporation organized and existing under the laws of the State of Nebraska that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

OFFICIAL SEAL JOANNE J. KUSHNER Notary Public, State of Illinois Commission Expires - April 10. (SÉAL)

Notary Public

COOK County, ILLINOIS

PLATTE RIVER INSURANCE COMPANY POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

------THOMAS PLUSS; CHRISTINE MAROTTA; DEBRA KOHLMAN----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski Vice President, Treasurer & CFO

S.S.:

Surganne in Broadbert

Suzanne M. Broadbent Assistant Secretary

STATE OF WISCONSIN COUNTY OF DANE

STATE OF WISCONSIN

COUNTY OF DANE

SEAL

PLATTE RIVER INSURANCE COMPANY

Item No.6

41394539

Stephen J. Sills CEO & President

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



ind J. Ragele

David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this JAN 0 9 2020 ay of



Intonio (.

General Counsel, Vice President & Seccretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450. PR-POA (Rev. 10-2017)

ENNINE WINE THUR SUMPERATOR

MAINTENANCE BOND

Bond No. 3085344

KNOW ALL MEN BY THESE PRESENTS, That We, <u>K. Hovnanian's Four Seasons at Beaumont, LLC</u> as Principal, and <u>Great American Insurance Company</u> having an office at <u>301 E 4th Street, Cincinnati, OH 45202</u> as Surety, are held and firmly bound unto <u>City of Beaumont; 550 E. 6th Street, Beaumont, CA 92223</u> as Obligee, in the penal sum of <u>Three Hundred Seventeen Thousand Five Hundred Thirty Six and 82/100</u> (<u>\$317,536.82</u>) Dollars lawful money of the United States of America the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

SIGNED, SEALED AND DATED this 9th day of January, 2020.

WHEREAS the Principal has completed Street Improvements Tract 33096-13

and whereas, the Obligee requires a maintenance guarantee for the period of <u>one year</u> from the date of this bond.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal at his own cost and expense replaces or repairs any of the above described works, which shall become defective because of either material or workmanship not meeting requirements of the specifications under which the work was done during the period of <u>one year</u> from the date of this bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

By:

K. Hovnanian's Four Seasons at Beaumont, LLC

Principal

Surety

Witness

Witness

Great American Insurance Company

By:

Christine Marotta, Attorney-in-Fact

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Item No.6.

ACKNOWLEDGMENT OF SURETY

STATE OF ILLINOIS

COUNTY OF COOK

JAN 09 2020 On

_, before me, a Notary Public in and for the above county, personally appeared Christine Marotta to me personally known, who, being by me duly sworn, did state that he/she is Attorney-in-Fact of Great American Insurance Company, a corporation organized and existing under the laws of the State of Ohio that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

Notary Public

OFFICIAL SEAL JOANNE J. KUSHINER (Notary Public, State of Illinois Commission Expires - April 10, 202

COOK County, ILLINOIS

Item No.6.

GREAT AMERICAN INSURANCE COMPANY® Administrative Office: 301 E 4TH STREET . CINCINNATI, OHIO 45202 . 513-369-5000 FAX 513-723-2740

The number of persons authorized by

this power of attorney is not more than THREE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name THOMAS PLUSS CHRISTINE MAROTTA DEBRA KOHLMAN

Address ALL OF CHICAGO, ILLINOIS

Limit of Power ALL \$10,000,000.

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of JUNE Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

No. 0 20302

Divisional Senior Vice Presiden

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of JUNE , 2012 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his



KAREN L. GROSHEIM NOTARY PUBLIC, STATE OF OHIO MY COMMISSION EXPIRES 02-20-16

aren R. Grochin

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this JAN 09 2020day of



S1029AC (4/11)

the C.B.

Assistant Secreta



Staff Report

TO: Mayor, and City Council Members

FROM: Todd Parton, City Manager

DATE February 4, 2020

SUBJECT: Request for Facility and Staff Fee Waiver – Beaumont Cherry Valley Rotary Club Celebrate Reading and the Arts

Background and Analysis:

The Beaumont Cherry Valley Rotary Club has submitted a request for consideration of waiving facility and staff fees for their annual Celebrate Reading and the Arts event held at the Community Recreation Center (CRC) on Saturday, March 7, 2020. This is an all-day event that is attended by nearly 500 residents, with set up beginning the prior afternoon.

The use of the CRC gymnasium requires a \$500 deposit which is requested to be waived. Additionally, facility use fees total \$860, including staff fees and the use of the kitchen and is also requested to be waived.

Fiscal Impact:

Total amount requested for waiver is \$1,360.

Recommended Action:

Consider waiver of facility use and staff fees requested by Beaumont Cherry Valley Rotary Club in the amount of \$860.00, and Consider waiver of a \$500 deposit for the use of the gymnasium at the CRC.

Attachments:

- A. Facility Use Application
- B. Fee Waiver Request



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

FACILITY R Item No.7. APPLICATION

\sim	Jocation:			()
	CHATIGNY REC CENTER		ENTER	Room(s) number	IUM
					().
	Date(s) of Use: March ? 20	20 Perio	d of use: 😰	One Time 🛛 Weekly	□ Monthly
	other:		~	, 	
	Open Building: ろ い	am/pm	Close Build	ing: 4:30	am(pm)
	Starting Time:				am/pm
	Starting Time: Equipment Needed for Meeting/	'Usage: 🕱 Ch	airs 🕅 Tabl	es 🛛 Other: Caso	la
		1-			1 01 D.A
	Name of Organization/Group: // Purpose of Meeting/Usage:	Jolary C	lut of	plaument - C	have alley
	Purpose of Meeting/Usage:	elebrate	Acaden	gtarts	
	Expected Attendance:	.000		Open to the Public?	Yes 🗆 No
					•

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

1. Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.

2. It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.

3. Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served.

4. Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a City employee to be present in the building for the full length of your use.

5. A cleaning and damage deposit is required.

6. Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

Special Notes: Set up Fn



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

Item No.7. **FACILI** APPLICATION

Print Name: KotARX Crub OF DEAYMONT Street Address: 3006 Citv: Zip: 92223 Telephone: 951-269-9005 Date:

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

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

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

Please initial to accept below terms:

Staff: (Civic Center, CRC)

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

Deposit:

<u>Marb</u> A deposit to hold the facility is required of \$500.00 for the GYM: \$45.00 for the Meeting Rooms.

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

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

Security Guards:

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

THE GUARD MUST BE LICENSED, BONDED AND IN UNIFORM.

Alcoholic Beverages:

M<u><u>7</u>C³ Special arrangements can be made to sell alcohol in the Civic Center for nonprofit agencies with approval from the Community Service Department and /or the Chief of Police. ALCOHOL IS NOT ALLOWED FOR PARTIES OF UNDER AGED PERSON(S) (21 & OLDER ONLY).</u>





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

FACILITY R Item No.7. APPLICATION

<u>M_7</u> If you plan to sell drinks, a one-day permit is required from ABC. You must first contact the Police Department for a letter to the ABC to obtain a permit. NOTE: ABC will not issue a permit to a private party, only nonprofit service clubs or organizations.

Decoration and Set-Up:

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

Chairs and Tables:

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

Special Events:

M<u>2</u> By initialing you are stating you have read and are complying by all rules of the ordinance.

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

CANCELLATION:

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

			STAFF USE	E ONLY			
Fees:	See	attached	fees	Dage			
	Heat	hodto	invo	od	Date: 8	30	19

Customer Service Coordinator

Community Services Director

Received by 19 Date

Date:

 Available : ★ YES □ NO

 In Book: ★ YES □ NO

 Staff Needed: ★ YES □ NO

Item No.7.

. Mary Brubaker - RStar

		RENTAL RATI	ES	
CATEGORY:	1	2	3	4
Auditorium/gym \$500.00 Deposit	N/A	N/A	\$120.00	\$220.00 First 2 hours
\$300.00 Deposit	N/A	N/A	\$40.00	\$100.00 Extra hours
Kitchen:	N/A	N/A	\$150.00	\$150.00 Flat rate
Meeting Rooms	N/A	N/A	\$50.00	\$100.00 First 2 hours
\$45.00 Deposit	N/A	N/A	\$15.00	\$40.00 Extra hours
Friday set up 8am-12pm	N/A	N/A	TBD	\$100.00 Flat rate
Ball field:	N/A	N/A	N/A	\$40.00 First 2 hours
Lights Hr:	N/A N/A	`N/A Ņ/A	N/A \$30.00	\$15.00 Extra hours \$60.00
Pavilion:	N/A	N/A	\$25.00	\$50.00 First 2 hours
\$40.00 Deposit	N/A	N/A	\$10.00	\$15.00 Extra hours
Park restroom deposit	N/A	N/A	\$ 40.00	\$ 40.00 Flat rate
Staff Fee per Hour:	TBD	\$20 PER HR	\$20 PER HR	\$20 PER HR

CATEGORIES

- 1. City sponsored activities and use by departments and divisions of the City of Beaumont.
- 2. Local schools.

3.

- Civic groups; non-profit organizations, clubs and associations; other governmental agencies.
- 4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST WORK OUT FORM LOCATION FACILITY **FIRST 2 HRS** \$ ***THIS IS ONLY A WORK SHEET** AND DOES NOT RENT FACILITY* ADD, HRS \$ KITCHEN \$ *RATES ARE SUBJECT TO CHANGE, **BEFORE PERMIT IS SIGNED*** \$ SET UP STAFF FEES 00.00 SUB TOTAL TOTAL OL DEPOSIT STAFF INT. Page 238



ROTARY CLUB OF BEAUMONT-CHERRY VALLEY

January 22, 2020

City Council City of Beaumont 550 E. 6th Street Beaumont, CA 92223

Dear Sirs:

We respectfully request a waiver of fees for the use of Chatigny Center on March 6, 2020 from 3:00 pm to 6:00 pm and March 7, 2020 from 8:00 am to 4:30 pm. This is for the annual Celebrate Reading and the Arts event sponsored by the Rotary Club of Beaumont-Cherry Valley. A worksheet is attached which indicates that \$1,360.00 would be the amount requested for the waiver for a category 3 organization.

We appreciate your consideration in approving this matter.

Sincerely,

Mary ?. / mubake

Mary F. Brubaker, Executive Secretary/Treasurer

P.O. BOX 3006, BEAUMONT, CA 92223



i.

		RENTAL RAT	TES	
CATEGORY:	1	2	3	4
Auditorium/gym \$500.00 Deposit	N/A	N/A	\$120.00	\$220.00 First 2 hours
Source Deposit	N/A	N/A	\$40.00	\$100.00 Extra hours
Kitchen:	N/A	N/A	\$150.00	\$150.00 Flat rate
Meeting Rooms \$45.00 Deposit	N/A	N/A	\$50.00	\$100.00 First 2 hours
	N/A	N/A	\$15.00	\$40.00 Extra hours
Friday set up 8am-12pm	N/A	N/A	TBD	\$100.00 Flat rate
Ball field:	N/A	N/A	N/A	\$40.00 First 2 hours
	N/A	`N/A	N/A	\$15.00 Extra hours
Lights Hr:	N/A	Ņ/A	\$30.00	\$60.00
Pavilion: \$40.00 Deposit	N/A	N/A	\$25.00	\$50.00 First 2 hours
	N/A	N/A	\$10.00	\$15.00 Extra hours
Park restroom deposit	N/A	N/A	\$ 40.00	\$ 40.00 Flat rate
Staff Fee per Hour:	TBD	S20 PER HR	\$20 PËR HR	\$20 PER HR

CATEGORIES

1. City sponsored activities and use by departments and divisions of the City of Beaumont.

Local schools.

2.

3.

4.

Civic groups; non-profit organizations, clubs and associations; other governmental agencies.

Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST WORK OUT FORM LOCATION FACILITY 2 65 FIRST 2 HRS *THIS IS ONLY A WORK SHEET AND DOES NOT RENT FACILITY ADD. HRS KITCHEN *RATES ARE SUBJECT TO CHANGE, 2. Say **BEFORE PERMIT IS SIGNED*** SET UP STAFF FEES (77) SUB TOTAL TOTAL DEPOSIT £ STAFF INT.



Staff Report

TO: Mayor, and City Council Members

FROM: Todd Parton, City Manager

DATE February 4, 2020

SUBJECT: Request for Facility and Staff Fee Waiver – Soroptimist International of Beaumont-Banning

Background and Analysis:

The Soroptimist International of Beaumont-Banning has submitted a request for consideration of waiving facility and staff fees for their annual bunco fundraiser event held at the Beaumont Civic Center on Saturday, March 28, 2020. This is an evening event that is attended by nearly 100 residents, with set up beginning that afternoon.

The use of the Civic Center gymnasium requires a \$500 deposit which is requested to be waived. Additionally, facility use fees total \$710, including staff fees and the use of the kitchen and it is also requested that they be waived.

Fiscal Impact:

Total amount requested for waiver is \$1,210.

Recommended Action:

Consider waiver of facility use and staff fees requested by Soroptimist International of Beaumont-Banning in the amount of \$710, and

Consider waiver of a \$500 deposit for the use of the gymnasium at the Beaumont Civic Center.

Attachments:

- A. Special Event Permit Application
- B. Fee Waiver Request



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City of Beaumont

550 East Sixth Street Beaumont, Ca 92223 Phone: (951)769-8520 Fax: (951)769-8526

SPECIAL EVENT PERMIT APPLICATION - CITY OF BEAUMONT

APPLICANT (Organization Conducting Event) ORGANIZATION: SOFOPTIMIST Internationa of Beaumont-Ban	
001 201	MA B
TEL: (909)-790-8010 FAX: (_) EMAIL: paulabeene @yahao. Co	m
YES NO	
Is this a non-profit organization? If yes, provide tax identification number	
Can members of the general public Join this organization?	
EVENT CONTACTS	
PRIMARY'S NAME: Pawa Christonte EMAIL: aubberne@yaha.com	
ADDRESS: 87(00 Camino Del DertyState: ('hur 1- Valli upp: 92223)	
DAY TEL: 909 760-8010 ALTERNATE TEL: 951,8406974 FAX:	
ALTERNATE CONTACT. Kathy Wag Der EMAIL: Wagtermom @ yahoo. Com	
ADDRESS: 3806,1 Kehl Caryon Bricity/state Cherry Valley ZIP: 92223	
ABIONE ATAIL D ABIONE HIDE	
FOR THE OFFICE OF CULTURAL AFFAIRS COORDINATED EVENTS ONLY:	
Website:	
Public Information Contact Name: Public Information Contact Phone#:()	
GENERAL EVENT INFORMATION	
EVENT NAME: BLOCO	
TYPE: (Parade, Festival, Run, Ceremony, ect.): BUNCO Game	
LOCATION: Check and complete all applicable lines	
On the Downtown Parade Route (STREET)	
In the Downtown Festival Site (STREET)	
In a City park	
On a Paseo or PlazaName of Paseo or Plaza(s):	
On a City streetName of street(s):	
X On private property Event location address: Beaumont Civic Center	
Assessor's parcel number(s) of event location:	
BEGIN SETUP: Date 227 Time of Day: 4 (ap)/pm Indicate when you will take possession of the event site to begin event setup	
ACTUAL EVENT DAY/DATE(S): TIME OF DAY: Est. Daily Attendance	
<u> 3/28/2020 - Setter and Start) Silon am/pm</u> (End) 10,00 am/pm (00	
(Start)am/pm (End)am/pm	
(Start) am/pm (End) am/pm	
Number of attendees by age: Youth (under 18): Adult: 100 Total attendance:	
Number of attendees present during the most crowded period of event:	
FINAL CLEANUP: Date 3128/28me of Day: 10:00 am/of Indicate when the event site will be completely cleaned	
& reopened for normal use	
City Office Use Only:	
Pa	

SPECIAL EVENT PERMIT APPLICATION - CITY OF BEAUMONT

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EVEN	T DESCRIPTION	
YĘŞ	NO Was this event held last year? If yes, where Both Civic CHB Attendance? 100	
X	Is this a Charitable fundraiser? If yes, for what cause?	
X	Is there an attandance fee? Fee per person: \$ Fee collected in a vance	λ
X	Is this event open to the public? Will there be any areas within the event that will be for private use only? (Example:VIP area, ect.)	
DAN	DATORY ATTACHMENTS: Required to be submitted with every application. Reference page ii for instructions.	
INIMUM	EVENT NARRATIVE: Please provide a description of the event theme, purpose, schedule of activities,	
enterta	nment, food, beverages (including alcohol), cleanup plan, ect.	
includia	SITE DIAGRAM: For activities on public and private property: a detailed drawing depicting the proposed latout, the location of booths, tables, stages, fences, dumpsters, signage, portable toilets and all other event	
	ent. For any activity on private property: diagram must also show all marked parking spaces, adjacent streets,	
residen	al units, and indicate the linear feet from the event boundary to streets and residences.	
route s	ROUTE MAP: For parades, runs, walks and races on public streets or sidewalks: a map of the proposed route, art and finish points, direction of movement and proposed street closures including the specific lane(s) requiring	
closure.	art and minist points, direction of movement and proposed since alosal of molecular are specific tenets, requiring	
SPECI	FIC EVENT INFORMATION	
YES	NO	
-X	Will <u>any</u> equipment be used on the event site? (Examples: fence, tent, canopy, table, chair, stage, trash container, dumpster, booth, amplified sound system, musical instruments, carnival ride,	
1	parade float, portable toilet, ect.)	
<u> </u>	Will the event require the closure of any public street or traffic lane?	
- X	Will there be any food and/or beverages prepared, sold or served at the event? Will there be sales of any kind?	
	Will there be any activity connected to the event? (Examples: live animal display, parachute jump).	
	Do you require any City services? (Examples: traffic control, tow zone, street barricades, electrical	
н	power, ect.) you answered NO to all of the questions in this section, you have completed this application. Sign the Declaration	
	below, attach the Mandatroy Site Diagram or Route Map and submit your application.	
	you answered YES to ANY of the questions in this section, please complete the remainder of this application.	
	RATION thorized representative of the applicant, I hereby declare that:	
	ormation contained in this application and attachment(s) is true, complete and to the best of my knowledge.	
2. Applic	ant agrees to defend, indemnify and hold harmless City, its officers, agents and employees from and against any	
and all c	sims, demands, causes of action, or liabilities incurred by City, its officers, agents, or employees, arising from 's acts or omissions under this Agreement or any act of omission of the Applicant's permission or invitation of	
Apolican	, except as may arise from the negligence or willful misconduct of City, its officers, agents, contractors, or	
employe	es. In any action or claim against City in which Applicant Is defending City, City shall have the right to approve	
legal cou	nsel providing City's defense and such approval shall not be reasonably withheld. In thas received and understands the information contained in the Special Events Guidelines and will adhere to	
required	arrangements listed within these Guidelines.	
4. Applic	Int will pay for actual costs of any City services provided for your event within 30 days from receipt of City involce. yrighted musical or visual arts composition shall be performed or played, weather amplified, televised, in the	
form of a	mechanical recording or personal rendition, or otherwise in connection with any use of City property, unless the	
Applican	shall have first obtained all approvals and paid any license fee or other fee required by the copyright owner.	
Without	imitation of any other provision, Applicant's indemnification of City as set forth in a permit or authorization to n event, shall include indemnifying and saving City harmless from and against any and all liability or	
responsit	ility whatsoever for any infringement of an/or other violation of the right of any such copyright owner under any	
copyright	law.	
6. Applica	nt will provide access to the City's Special Event recycling service provider at a level of service established by the f Environmental Services or his/her designee if the following conditions are met: the event occurs on a City street	
or on a C	iy-out site, facility or public age and has an average daily attendance of at least 1,000 persons.	
Signatu	how a file	
Print N		1
Busines	Name Surptimist Tel Well 609.5512 Email gmy huston auga	nou com
For Priv	ate Property Event, a letter from the property owner (or an agent authorized by the owner) must	
be includ	ed with this application. The letter should be on company letterhead acknowledging their	
approva	of the event, knowledge of the date, time and activities scheduled to take place. Contact	
informat	ion (address, email and phone) for this individual should be included in the letter.	

Page-2 of 4



SPECIAL EVENT PERMIT APPLICATION - CITY OF BEAUMONT

ADDITION	AL EVENT INFORMATION
1	Equipment / Source of Power
YES	No
1.	Will the event be fenced? Do you want the City to provide fencing? YES: NO:
2.	Will there be parade floats?
3.	Will ther be a tent or conopy? If yes, date being erected: Size(s):
4. 5	Will amplified sound equipment be used?
5. ×	Will electrical power be usedDo you want the City to provide electrical power?Yes:NO:
6.	Will a generator be used?
7. ×	Will there be a stage? If yes, date being set up: Removal date:
В.	Will heaters be used? If yes, indicate heater type:
9.	Will there be booths?
# of sales bo	
Booth setup	o date: Setup time: Booth removal date: Removal time:
Vendor arriv	
10. Total tables	that will be set up (outside of booths):
	Food and Beverage
YES	NO
11. 50	Will alcohol be sold or served? If yes, Beer? Wine? Other?
12.	Will there be food preparation?
13.	Will there be cooking booths?
14. Indicate all c	ooking methods: Electrical appliance:
Wood/Charcoal	
	Sales
YES	NO
15	Will any items be sold?
16.	Will vehicles be sold?
17.	Are you requesting a Vendor Zone? Applicable to Downtown events only - this controls vendor
carts around you	
carts around you	Traffic and Parking Control
	_
YES	NO
18	Will you require a "No Parking" tow zone?
19	Will you require a traffic control officer? Are you requesting that any public street or traffic lane be closed for your event?
20	Are you requesting that any public street of name are be closed for your events
YES	NO
21	Will ther be a circus or carnival?
22	Will there be fireworks/pyrotechnics?
23	Will there be aircraft or a parachute jump?
24	Will there be live animals?
25	Will there be items that produce extra trash/litter ((flyers, box lunches, ect.)?
Describe:	S a 14/11 there he are ather time of activity not listed have?
26 Describe:	Will there be any other type of activity not listed here?
	nation describing shave reconnect:
Additional miorn	nation describing above responses:

Page-3 of 4

Item No.8.

APPROVAL		
. Community service		
Comments:		
Date is avail and on cale	ndar -1	0-4-19 #
. Police (Chief of Designee)	Date:	
comments:		
. Fire	Date:	
omments:		
Planning	Dates	
. Planning		
omments:		
Public Works		
. FUDIC WOLLS		

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CERTIFICATE OF LIABILITY INSURANCE

			V AND CONFERN				
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, AI	IVELY C	R NEGATIVELY AMEND	, EXTEND OR AL	TER THE C	OVERAGE AFFORDED	BY TH	E POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subjecthis certificate does not confer rights to	t to the t	erms and conditions of t	he policy, certain	policies may			
PRODUCER		9-584-3391	CONTACT Joanna	Acosta			
Pacific Ag Insurance-Corcoran			PHONE 550_594_2204 FAX 550_594_6262				
1320 Whitley Avenue			(A/G, No, Ext):		A/C. No): 000-01	
Corcoran, CA 93212 JP Holeman			Adoress. Joanna	awpacinca	ginsurance.com		
			INSURER A : NOVA	Casualty C	ording coverage		NAIC #
INSURED Soroptimist {CLUBS}			INSURER B :		10010		
International of the Americas 1709 Spruce St Suite 101			INSURER C ;				
Philadelphia, PA 19103			INSURER D :		p.d		
			INSURER E ;				
			INSURER F :				
		E NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equireme Pertain,	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRAC	t or other Es describe	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	o all 1	WHICH THIS
ITR ITPE OF INSURANCE	INSO WVD	POLICYNUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	15	1,000,000
A X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000
CLAIMS-MADE X OCCUR		CF1-ML-10002582-00	04/01/2019	04/01/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	
X Prof Llability					MED EXP (Any one person)	5	5,000
X Sexual Abuse					PERSONAL & ADV INJURY	1	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s	2,000,000
X POLICY PRO: LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
OTHER:					LiqurLiab	6	1,000,000
					COMBINED SINGLE LIMIT	\$	1,000,000
		CF1-ML-10002582-00	04/01/2019	04/01/2020	(Ea accident)	1	
ANY AUTO OWNED AUTOS ONLY AUTOS		CF1-WL-10002302-00	04/01/2019	04/01/2020	BODILY INJURY (Per person)	5	
					BODILY INJURY (Per accident)	\$	
X AUTOS ONLY X AUTOS ONLY					PROPERTY DAMAGE	<u>s</u>	
						5	1 000 000
A X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	1,000,000
EXCESS LIAB CLAIMS-MADE		CF1-UM-10000628-00	04/01/2019	04/01/2020	AGGREGATE	\$	1,000,000
DED X RETENTION \$ 10,000						3	
WORKERS COMPENSATION					PER OTH- STATUTE ER		
					E.L. EACH ACCIDENT	\$	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				accost. == 5		
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYER		
DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	ŝ	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL COCIAL Services General Liability extra AGL09340717		•		re space is requir	ed)		
vent Name & Date:							
			CANCELLATION				
					ESCRIBED POLICIES BE CA REOF, NOTICE WILL E (PROVISIONS.		
		-	AUTHORIZED REPRESE		te		
CORD 25 (2016/03)		Pag	ge 246 © 19	88-2015 ACO	RD CORPORATION. A	l rights	reserved.

	HOLDER CODE	SOROP-4	Item	No.8.
NOTEPAD:	INSURED'S NAME Soroptimist {CLUBS}	OP ID: JA	Date 03/22/20	19
The rating for (1) All indoor than 24 hours : and (2) All outdoor	r special events with less than 2,500 a	g special events: tendees that are less		
	ours in duration. ng special events shall be separately r	ated for additional		
	<pre>l event that exceeds the number or atten l) or 3.a.(2)</pre>	ndees or duration as		
 (2) Any parade (3) Any athletic tournaments, de 	, fair or carnival; or lc, sporting or motor vehicle event inc: monstrations, petitive activities.	luding walks, runs,		

rop-7 Item No.8.

		RENTAL RA	RENTAL RATES		
CATEGORY:	1	2	3	4	
Auditorium/gym	N/A	N/A	\$120.00	\$220.00 First 2 hours	
\$300.00 Deposit	N/A	N/A	\$40.00	\$100.00 Extra hours	
Kitchen:	N/A	N/A	\$150.00	\$150.00 Flat rate	
Meeting Rooms	N/A	N/A	\$50.00	\$100.00 First 2 hours	
	N/A	N/A	\$15.00	\$40.00 Extra hours	
Friday set up 8am-12pm)n/A	N/A	TBD	\$100.00 Flat rate	
Ball field:	N/A	N/A	N/A	\$40.00 First 2 hours	
	N/A	N/A	N/A	\$15.00 Extra hours	
Lights Hr:	N/A	N/A	\$30.00	\$60.00	
Pavilion: \$40.00 Deposit	N/A	N/A	\$25.00	\$50.00 First 2 hours	
-	N/A	N/A	\$10.00	\$15.00 Extra hours	
Park restroom deposit	N/A	N/A	\$ 40.00	\$ 40.00 Flat rate	
Staff Fee per Hour:	TBD	\$20 PER HR	\$20 PER HR	20 PER HR	
·			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	/	
	Auditorium/gym \$500.00 Deposit Kitchen: Meeting Rooms \$45.00 Deposit Friday set up 8am-12pm Ball field: Lights Hr: Pavilion: \$40.00 Deposit Park restroom deposit	Auditorium/gym \$500.00 Deposit N/A Kitchen: N/A Kitchen: N/A Meeting Rooms \$45.00 Deposit N/A Friday set up 8am-12pm N/A Friday set up 8am-12pm N/A Ball field: N/A Lights Hr: N/A Pavilion: N/A \$40.00 Deposit N/A Park restroom deposit N/A	CATEGORY:12Auditorium/gym \$500.00 DepositN/AN/AN/AN/AN/AKitchen:N/AN/AMeeting Rooms \$45.00 DepositN/AN/AMeeting Rooms \$45.00 DepositN/AN/AFriday set up 8am-12pmN/AN/AFriday set up 8am-12pmN/AN/ABall field:N/AN/ALights Hr:N/AN/APavilion: \$40.00 DepositN/AN/AN/AN/AN/APark restroom depositN/AN/A	CATEGORY:123Auditorium/gym \$500.00 DepositN/AN/A\$120.00N/AN/AN/A\$140.00Kitchen:N/AN/A\$150.00Meeting Rooms \$45.00 DepositN/AN/A\$150.00Meeting Rooms \$45.00 DepositN/AN/A\$150.00Friday set up 8am-12pmN/AN/A\$15.00Friday set up 8am-12pmN/AN/ATBDBall field:N/AN/AN/AN/AN/AN/A\$30.00Pavilion: \$40.00 DepositN/AN/A\$25.00N/AN/AN/A\$10.00Park restroom depositN/AN/A\$40.00	

RENTAL RATES

CATEGORIES

- 1. City sponsored activities and use by departments and divisions of the City of Beaumont.
- 2. Local schools.

4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST WORK OUT FORM FACILITY LOCATION 121 **FIRST 2 HRS** \$ ***THIS IS ONLY A WORK SHEET** AND DOES NOT RENT FACILITY*)00,ADD. HRS 50,00 **KITCHEN** *RATES ARE SUBJECT TO CHANGE, 00.00 **BEFORE PERMIT IS SIGNED*** SET UP STAFF FEES 210,00 00 SUB TOTAL TOTAL 60 STAFF INT. DEPOSIT Page 248

^{3.} Civic groups; non-profit organizations, clubs and associations; other governmental agencies.



Soroptimist International Beaumont/Banning P.O. Box 324 Beaumont, Ca 92223

October 4, 2019

To Whom It May Concern,

Soroptimist International is a Non-Profit Organization (EIN 95-6095401). We work hard in our community to raise money to help support women and girls who are trying to make a difference in their own lives. Our biggest fundraiser of the year is our annual Bunco night. We would be grateful if you would consider waiving the fee for the Civic Center where we hold our Bunco night. The proceeds from the event will furnish Scholarships to much deserving women in our community.

Thank you so much for your consideration,

Ginny Huston Treasurer (661) 609-5512 Soroptimist International Beaumont/Banning



Staff Report

TO: Mayor, and City Council Members
FROM: Nicole Wheelwright, Deputy City Clerk
DATE February 4, 2020
SUBJECT: Request for Destruction of Retention Met Records

Background and Analysis:

As set forth in the Records Retention Schedule, adopted by City Council on October 2, 2018, certain records have met their retention and are no longer required to be kept on file. An on-going audit of records is being conducted, in which each file of records is being evaluated for retention status based on the contents. Records retention of each file is based on the document with the longest retention. Once a file has met its retention requirement it can be submitted for request of destruction and must be approved by the City Attorney, City Manager, City Clerk and brought to Council for final approval by way of resolution.

The attached request of destruction of certain records has met all approval requirements and is being presented for final approval by Council.

Fiscal Impact:

No fiscal impact.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing Destruction of Certain Records in Accordance with the Records Retention Schedule Adopted by City Council."

Attachments:

A. Resolution



RESOLUTION NO.

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING DESTRUCTION OF CERTAIN RECORDS IN ACCORDANCE WITH THE RECORDS RETENTION SCHEDULE ADOPTED BY CITY COUNCIL

WHEREAS, on October 2, 2018 the City Council of the City of Beaumont ('City") adopted Resolution No. 2018-51 entitled A Resolution of the City Council of the City of Beaumont, California, adopting a Records Retention Schedule, Authorizing Destruction of Certain City Records and Rescinding Resolutions 2012-01 and 1997-24; and

WHEREAS, the City's Records Retention Schedule ("Schedule") establishes a records management system which is a systematic control over the creation, acquisition, processing, use, protection, storage, and final disposition of all recorded information required by a municipal government to effectively conduct its business; and

WHEREAS, as set forth in the Schedule, City staff recommends that the documents described in Exhibit "A" attached hereto be authorized for destruction.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont authorizes that staff dispose of the documents described in Exhibit "A" attached hereto as authorized in the City of Beaumont's Records Retention Schedule.

MOVED, PASSED AND ADOPTED this 4th day of February 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Rey Santos, Mayor

ATTEST:

Steven Mehlman, City Clerk

Item No.9.

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

Exhibit A

Request for Destruction of Records

Item No.9.



CITY OF BEAUMONT

To: City Clerk

From: Department Head

Subject: Request for Destruction of Records

I am requesting approval to destroy the records listed below because they have met the retention as specified in the City of Beaumont Retention Schedule. The records are not the subject of any claim, litigation, investigation, or audit.

unt Department Head

DATE OF LAST ACT COMPLETED IN FOLDER	DESCRIPTION OF RECORD(S)	TOTAL RETENTION	RETENTION CODE NO.	
10/27/1997	Staff Report – Adoption of Recycled Reclaim Water Master Plan 809-03-03	Minimum of 2 years/no longer required	CC-011	
07/21/2000	Correspondence with Yucaipa Valley Water District regarding Groundwater Management 809-03-04	Minimum of 2 years/no longer required	CC-011	
05/20/1996	Measure A Five Year Projections and Maintenance Report 1001-04-2A	Minimum of 2 years/no longer required	CC-011	
10/02/2001	Staff Report – Review of Nexus Study for San Gorgonio Pass Water Agency Connection Fee 809-03-05	Minimum of 2 years/no longer required	CC-011	
08/26/1996	Staff Report – Resolution for Appraisal of Real Property 901-01-05	Minimum of 2 years/no longer required	CC-011	
01/04/2002	Correspondence from Gabrieleno Band of Indians regarding America Bank Building 901-01-06	Minimum of 2 years/no longer required	CC-011	
02/06/2001	Documents and correspondence regarding an auction of tax defaulted city property 901-05-01	Minimum of 2 years/no longer required	CC-011	
04/06/1995	Correspondence from DOT regarding SLTPP reporting 1001-01-01	Minimum of 2 years/no longer required	CC-011	

2004	Correspondence to DOT regarding time extension for Transit Center Acquisition 1001-		CC-011 Item No
06/10/2004	13-01 Correspondence to DOT regarding 2003 Triennial Performance Audit 1001-12-01	required Minimum of 2 years/no longer required	CC-011
01/23/1996	June 1995 and 1995 Transit Audited Financial Statements 1001-04-03	5 Years	FIN-006
05/23/1994	Staff Report – Parking on 4 th Street 1001-03- 02	Minimum of 2 years/no longer required	CC-011
02/03/1993	Interoffice memo- Transmittal to Traffic Court Judge 1001-03-11	Minimum of 2 years/no longer required	CC-011
02/26/1996	Staff Report – Approval of Beaumont and Brookside Traffic Signal 1001-03-03	Minimum of 2 years/no longer required	CC-011
12/23/1996	Staff Report – Proposals for Design of Rail System and Sewer System 1001-04-01	Minimum of 2 years/no longer required	CC-011
12/22/1994	Memo regarding Five Year CIP Certification Maintenance 1001-04-02	Minimum of 2 years/no longer required	CC-011
04/21/1997	Correspondence from RCTC regarding Measure A 5 year projections 1001-04-02	Minimum of 2 years/no longer required	CC-011
09/24/1996	Correspondence to Union Pacific regarding petition for at-grade crossing 1001-04-05	Minimum of 2 years/no longer required	CC-011
1/27/1996	Correspondence to RCTC regarding Reso in support of High Speed Rail 1001-04-06	Minimum of 2 years/no longer required	CC-011
1999	Staff Report – Joint Transit Operation Grant 1001-04-07	Minimum of 2 years/no longer required	CC-011
)6/05/2000	Staff Report – SRTP for FY00-06 1001-04-09	Minimum of 2 years/no longer required	CC-011
1/21/2000	Correspondence to Banning re Regional Transit Study 1001-04-11	Minimum of 2 years/no longer required	CC-011
06/12/2001	Staff Report – SRTP FY02-08 1001-04-13	Minimum of 2 years/no longer required	CC-011
08/11/2009	Correspondence from OVC Holdings re pre- annexation and development agreement SunCal Oak Valley 1001-07-01	Minimum of 2 years/no longer required	CC-011
)4/29/2003	2002/2003 Staff Report – Transit Short Range Transit Plan 1001-05-20	Minimum of 2 years/no longer required	CC-011

06/12/2001	Staff Report – FY98-00 Triennial Performance Audit of Transit 1001-05-14	Minimum of 2 years/no longer required	CC-011	Item No.
03/06/2002	Correspondence requesting Public Hearing Notice 1001-05-15	Minimum of 2 years/no longer required	CC-011	
03/11/2002	Staff Report – Transit Fleet Maintenance Dept. Overview 1001-05-16	Minimum of 2 years/no longer required	CC-011	
04/29/2002	Staff Report – Pass Area Transit Plan	Minimum of 2 years/no longer required	CC-011	
06/04/2002	Program Supplement/Amendment State Funded Transit Projects 1001-05-19	Minimum of 2 years/no longer required	CC-011	
08/02/2002	Proof of Newspaper Publications 410-05-01	2 Years	CC-002	
05/07/1994	CDBG Grant B-94-UC-06-0506 406-01-01	Minimum of 5 years, after audit if required	AD-012	
06/25/1993	Milestones Report – County-Wide Projects 406-01-02	Minimum of 5 years, after audit if required	AD-012	
06/16/1993	CDBG 93-94 Objectives and Project Use of Funds 406-01-03	Minimum of 5 years, after audit if required	AD-012	
09/13/1994	CDBG 1993 406-01-04	Minimum of 5 years, after audit if required	AD-012	
06/28/1995	Maintenance of Effort Certification Statement – Measure A RAR-95-03	Minimum of 5 years, after audit if required	AD-012	
08/11/1995	Industrial Infrastructure Development Project RAR-95-05	Minimum of 5 years, after audit if required	AD-012	
08/28/1996	FY 97-01 Measure A Capital Improvement Plan RAR-96-01	Minimum of 5 years, after audit if required	AD-012	
01/09/1991	CDBG Supp Agreement 1992-1993 406-01-04	Minimum of 5 years, after audit if required	AD-012	
12/07/1994	CDBG correspondence 406-01-06	2 Years	AD-001	

		Minimum of 5	AD-012	Item N
07/24/1995	1995-96 CDBG Agreement 406-01-07	years, after audit if		
		required		
	1005.06 CDDC 0 1 1	Minimum of 5	AD-012	
08/31/1995	1995-96 CDBG Supplemental Agreement 406-01-08	years, after audit if		
		required		
		Minimum of 5	AD-012	
02/26/1996	1996-97 CDBG Supplemental Agreement	years, after		
	406-01-09	audit if		
		required	1	
		Minimum of 5	AD-012	
11/26/1996	1997-99 CDBG Agreement 406-01-10	years, after		
		audit if		
		required		
		Minimum of 5	AD-012	
06/24/1996	Comprehensive Grant Program Application	years, after		
	406-01-11	audit if		
		required		
		Minimum of 5	AD-012	
02/11/1997	1997-98 CDBG Applications 406-01-12	years, after		
		audit if		
		required		
		Minimum of 5	AD-012	
05/15/1998	1997-98 CDBG Supplemental Agreement	years, after		
55/15/1770	406-01-13	audit if		
		required		
		Minimum of 5	AD-012	
02/23/1999	Proposal for CDBG Funds 406-01-14	years, after		1
Sala 1 1 1 1 1 7 7 7	100-01-14	audit if		
		required		
		Minimum of 5	AD-012	
06/18/1999	Amended supplemental agreement for FY	years, after		
V VI 1 VI 1777	1998-199 CDBG Funds 406-01-15	audit if		
		required		
		Minimum of 5	AD-012	
03/18/2003	Application for CDBG funding for FY2003-	years, after		
551 X 61 & 0 (5	2004 406-02-01	audit if		
		required		
		Minimum of 5	AD-012	
02/01/2005	CDBG Milestone report - December 2004	years, after		
	406-03-01	audit if		
		required	-	
		Minimum of 5	AD-012	
05/16/2006	Supplemental Agreement for CDBG FY2005-	years, after		
57 10/2000	2006 406-04-01	audit if		
		required		
	Supplemental Agreement for CDBG funds for	Minimum of 5	AD-012	
01/09/2007	FY2006-2007 406-05-01	years, after		
	112000-2007 700-03-01	audit if		

		required		Item No.9.
05/15/1995	Comprehensive Grant Program Statement 1995 410-02-01	Minimum of 5 years, after audit if required	AD-012	
03/05/1997	Application for Federal Assistance 1997	Minimum of 5 years, after audit if required	AD-012	
10/11/2002	Legal Advertising 304-03-02	2 Years	CC-002	
12/10/2003	Staff Report – Request to Purchase New Fire Squad and Engine 302-08-01	Minimum of 2 years/no longer required	CC-011	
12/19/2006	Staff Report – Authorization of Preparation of Real Estate Purchase 302-10-01	Minimum of 2 years/no longer required	CC-011	
10/11/1994	Correspondence regarding code violations 303-01-01	Minimum of 2 years/no longer required	CC-011	
01/03/1995	Correspondence regarding "The Stop and Look Store" 303-01-02	Minimum of 2 years/no longer required	CC-011	
01/03/1994	Correspondence regarding Formation of County Vector Control 303-02-01	Minimum of 2 years/no longer required	CC-011	
10/11/1991	Correspondence regarding Graffiti Programs 303-03-01	Minimum of 2 years/no longer required	CC-011	
06/25/2002	Weed Abatement 2002 302-06-01	Minimum of 2 years/no longer required	PD-026	
08/17/1994	Code Enforcement Case – 980 E 6 th St 303-05-02	Minimum of 2 years/no longer required	PD-026	
09/11/1995	Code Enforcement Case - 501 Maple Ave 303-05-03	Minimum of 2 years/no longer required	PD-026	
08/26/1996	Code Enforcement Case – 865 Chestnut Ave 303-05-04	Minimum of 2 years/no longer required	PD-026	
08/26/1996	Code Enforcement Case – 690 Edgar Ave 303-05-05	Minimum of 2 years/no longer required	PD-026	
08/26/1996	Code Enforcement case – 1160 Pennsylvania Ave 303-05-06	Minimum of 2 years/no longer required	PD-026	
02/24/1997	Code Enforcement Case – 1097 Wellwood Ave 303-05-08	Minimum of 2 years/no longer required	PD-026	

	Code Enforcement Case – 1085 California Ave	Minimum of 2	PD-026	Item No.9.
02/24/1997	303-05-09	years/no longer required		
01/10/2000	Code Enforcement correspondence – 1085 Beaumont Ave 303-05-11	Minimum of 2 years/no longer required	PD-026	
04/26/2000	Code Enforcement Case – 980 E 6 th St 303- 05-12	Minimum of 2 years/no longer required	PD-026	
07/27/1999	Code Enforcement correspondence – 814 Elm 303-05-14	Minimum of 2 years/no longer required	PD-026	
08/29/2001	Code Enforcement Case – 862 Maple 303-05- 15	Minimum of 2 years/no longer required	PD-026	
06/03/2000	Code Enforcement correspondence – 1314 Massachusetts 303-05-16	Minimum of 2 years/no longer required	PD-026	
11/19/2002	Code Enforcement Case - 862 Maple 303-05- 17	Minimum of 2 years/no longer required	PD-026	
03/16/2002	Staff Report – Building Dept Activity Report 303-06-01	Minimum of 2 years/no longer required	CC-011	
06/04/2002	Code Enforcement Case – 1254 Palm Ave 303-07-01	Minimum of 2 years/no longer required	PD-026	
09/13/2002	Code Enforcement correspondence 303-08-01	Minimum of 2 years/no longer required	PD-026	

APPROVALS:

City Attorney

01/14/2020

Date

City Manager

Date

I certify that such destruction meets the requirements of the City's Records Retention Schedule and all applicable requirements of State and Federal law and have been approved by City Council by Resolution No.

City Clerk

Date of Records Destruction



Staff Report

TO: Mayor, and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE February 4, 2020

SUBJECT: Approval of the Assignment and Assumption of Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement between Lassen Development Partners, LLLP and MPLDII Inland Empire, LLC and Approval of the Assignment and Assumption of City of Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement between Lassen Development Partners, LLLP and MPLD II Inland Empire, LLC

Background and Analysis:

Lassen Development Partners, LLLP and the City of Beaumont entered into an Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement in May 2018. Additionally, the City of Beaumont entered into a Facilities and Fee Credit Agreement with Lassen Development Partners, LLLP in June 2018. Lassen Development has requested the City of Beaumont approve the assignment of these agreements to MPLD II Inland Empire, LLC as provided for, and in accordance with the terms of the initial agreements. These assignments are conditioned upon the conveyance of the property from Lassen Development, LLLP to MPLD II Inland Empire, LLC.

Fiscal Impact:

No direct fiscal impact to the City. All staff and legal fees will be covered by the developer.

Recommended Action:

Staff recommends approval of the Assignment and Assumption of Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement between Lassen Development Partners, LLLP and MPLDII Inland Empire, LLC and Approval of the Assignment and Assumption of City of



Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement between Lassen Development Partners, LLLP and MPLD II Inland Empire, LLC.

Attachments:

- A. Assignment and Assumption of Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement
- B. Assignment and Assumption of City of Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement

Item No.10.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Holly H. Fuller Golden Steves & Gordon LLP 200 E. Basse Road, Suite 200 San Antonio, Texas 78209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF IMPROVEMENT AND CREDIT/REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE AGREEMENT (herein "**Agreement**") is entered into this __ day of ______, 2020 by and between **LASSEN DEVELOPMENT PARTNERS, LLLP,** a Delaware limited liability limited partnership (herein "**Assignor Developer**") and **MPLD II INLAND EMPIRE, LLC**, a Delaware limited liability company ("**Assignee Developer**").

Recitals

A. The Assignor Developer and City of Beaumont ("**City**") have entered into an Improvement and Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Agreement dated May, 2018 ("**Credit Agreement**") concerning certain property more particularly described in the Credit Agreement (the "**Property**").

B. The Assignor Developer desires to assign its interest under the Credit Agreement to Assignee Developer, subject to the terms and conditions contained in this Agreement, if and when Assignee Developer acquires fee title to the Property (the "Effective Date").

C. Assignee Developer desires to assume all of the Assignor Developer's obligations and other terms and conditions under the Credit Agreement on the Effective Date.

Agreements

NOW, THEREFORE, THE ASSIGNOR DEVELOPER AND ASSIGNEE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. The Assignor Developer assigns to Assignee Developer all of its right, title and interest in the Credit Agreement, on the Effective Date. Assignee Developer hereby assumes all



of the burdens and obligations of the "Developer" under the Credit Agreement with respect to the Property as of the Effective Date, and agrees to observe and fully perform all of the duties and obligations of the "Developer" under the Credit Agreement with respect to the Property, and to be subject to all the terms and conditions thereof, it being the express intention of both the Assignee Developer and Assignor Developer that, upon the conveyance of the Property from Assignor Developer to Assignee Developer, the Assignee Developer shall be substituted for the Assignor Developer as the "Developer" under the Credit Agreement.

2. Assignor Developer hereby agrees to indemnify Assignee Developer against and hold Assignee Developer harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees (each, a "**Claim**" and collectively "**Claims**"), accruing prior to the Effective Date and arising out of a default in Assignor Developer's obligations under the Credit Agreement.

3. Assignee Developer hereby agrees to indemnify Assignor Developer against and hold Assignor Developer harmless from any and all Claims originating or relating to the period on or after the Effective Date and arising out of Assignee Developer's obligations under the Credit Agreement.

4. If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Agreement or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees.

5. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

6. The City may rely upon this Agreement in consenting to the assignment of the Property hereunder; provided, that unless and until the City Council has duly adopted a resolution expressly consentinghereto, the assignment herein shall not be deemed a permitted assignment under the Credit Agreement, and the Assignee Developer shall not have the status of a recognized assignee under the Credit Agreement.

7. The effectiveness of this Agreement with respect to the Property is conditioned upon the conveyance of the Property from Assignor Developer to Assignee Developer and, if such sale does not occur by February 17, 2020, this Agreement shall be null and void.

[Signatures on Following Pages]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR DEVELOPER:

LASSEN DEVELOPMENT PARTNERS,

LLLP, a Delaware limited liability limited partnership

By: Lassen Development Partners GP, LLC, a Delaware limited liability company, its general partner

By:		
Name:		
Title:		

Date:_____

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

STATE OF CALIFORNIA)COUNTY OF ______)

On	, 20 before me,		_, Notary Public,
personally appeared			of Lassen
Development Partners GP	, LLC, a Delaware limi	ted liability company, general	partner of
LASSEN DEVELOPMEN	NT PARTNERS, LLLP	, a Delaware limited liability l	imited
partnership, who proved to	o me on the basis of sati	isfactory evidence to be the pe	erson(s) whose
name(s) is/are subscribed	to the within instrumen	t and acknowledged to me tha	t he/she/they
executed the same in his/h	er/their authorized capa	acity(ies), and that by his/her/t	heir signature(s)
on the instrument the pers	on(s), or the entity upor	h behalf of which the person(s) acted, executed
the instrument.			

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

WITNESS my hand and official seal.

Signature:	(seal)
------------	--------

[Signature Page to Assignment and Ass Page 264 provement and Credit/Reimbursement Agreement Transportation on rom writigation Fee Agreement]

Item No.10.

ASSIGNEE DEVELOPER:

MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

By: MPLD II REIT A, a Texas real estate investment trust, its sole member

By:	 	
Name:		
Title:	 	

Date:_____

STATE OF TEXAS § SCOUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of ______, 20____, by ______, the _____ of MPLD II REIT A, a Texas real estate investment trust, the sole member of MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company, on behalf of said entities.

Notary Public My Commission Expires: _____

CONSENT OF CITY

The assignment provided for in the Agreement to which this Consent is attached is consented to by the City of Beaumont by City Council Resolution No. _____. No consent shall occur until such a Resolution is duly adopted by the City Council of the City of Beaumont. However, the City of Beaumont is not a party to nor bound by the Agreement or any provision of the Agreement at any time..

CITY OF BEAUMONT

By:		
Name:		
Its:		
Date:		

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

STATE OF CALIFORNIA)COUNTY OF)

On _____, 20__ before me, _____

Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature:	(seal

[Signature Page to Assignment and Assumption of Improvement and Credit/Reimbursement Agreement Transportatio Page 266 itigation Fee Agreement]

Item No.10.

Item No.10.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Holly H. Fuller Golden Steves & Gordon LLP 200 E. Basse Road, Suite 200 San Antonio, Texas 78209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION OF CITY OF BEAUMONT HIDDEN CANYON AMENDED AND RESTATED FACILITIES AND FEE CREDIT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF CITY OF BEAUMONT HIDDEN CANYON AMENDED AND RESTATED FACILITIES AND FEE CREDIT AGREEMENT (herein "**Agreement**") is entered into this __ day of ______, 2020 by and between **LASSEN DEVELOPMENT PARTNERS, LLLP,** a Delaware limited liability limited partnership (herein "**Assignor Developer**") and **MPLD II INLAND EMPIRE, LLC**, a Delaware limited liability company ("**Assignee Developer**").

Recitals

A. The Assignor Developer and City of Beaumont ("**City**") have entered into a City of Beaumont Hidden Canyon Amended and Restated Facilities and Fee Credit Agreement dated June 19, 2018 ("**Credit Agreement**") concerning certain property more particularly described in the Credit Agreement (the "**Property**").

B. The Assignor Developer desires to assign its interest under the Credit Agreement to Assignee Developer, subject to the terms and conditions contained in this Agreement, if and when Assignee Developer acquires fee title to the Property (the "Effective Date")..

C. Assignee Developer desires to assume all of the Assignor Developer's obligations and other terms and conditions under the Credit Agreement on the Effective Date.

Agreements

NOW, THEREFORE, THE ASSIGNOR DEVELOPER AND ASSIGNEE DEVELOPER HEREBY AGREE AS FOLLOWS:

1. The Assignor Developer hereby assigns to Assignee Developer all of its right, title and interest in the Credit Agreement, on the Effective Date. Assignee Developer hereby assumes all of the burdens and obligations of the "Property Owner" under the Credit Agreement with respect



to the Property as of the Effective Date, and agrees to observe and fully perform all of the duties and obligations of the "Property Owner" under the Credit Agreement with respect to the Property, and to be subject to all the terms and conditions thereof, it being the express intention of both the Assignee Developer and Assignor Developer that, upon the conveyance of the Property from Assignor Developer to Assignee Developer, the Assignee Developer shall become substituted for the Assignor Developer as the "Property Owner" under the Credit Agreement.

2. Assignor Developer hereby agrees to indemnify Assignee Developer against and hold Assignee Developer harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees (each, a "**Claim**" and collectively "**Claims**"), accruing prior to the Effective Date and arising out of a default in Assignor Developer's obligations under the Credit Agreement.

3. Assignee Developer hereby agrees to indemnify Assignor Developer against and hold Assignor Developer harmless from any and all Claims originating or relating to the period on or after the Effective Date and arising out of Assignee Developer's obligations under the Credit Agreement.

4. If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Agreement or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees.

5. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns.

6. The City may rely upon this Agreement in consenting to the assignment of the Property hereunder; provided, that unless and until the City Council has duly adopted a resolution expressly consenting hereto, the assignment herein shall not be deemed a permitted assignment under the Credit Agreement, and the Assignee Developer shall not have the status of a recognized assignee under the Credit Agreement.

7. The effectiveness of this Agreement with respect to the Property is conditioned upon the conveyance of the Property from Assignor Developer to Assignee Developer and, if such sale does not occur by February 17, 2020, this Agreement shall be null and void.

[Signatures on Following Pages]

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR DEVELOPER:

LASSEN DEVELOPMENT PARTNERS,

LLLP, a Delaware limited liability limited partnership

By: Lassen Development Partners GP, LLC, a Delaware limited liability company, its general partner

By:		
Name:_	 	
Title:	 	

Date:_____

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

STATE OF CALIFORNIA)COUNTY OF ______)

On	, 20 before me,	, Notary Public,
personally appeared		, of Lassen
Development Partners GP	, LLC, a Delaware limite	ed liability company, general partner of
LASSEN DEVELOPMEN	NT PARTNERS, LLLP,	a Delaware limited liability limited
partnership, who proved to	o me on the basis of satis	factory evidence to be the person(s) whose
name(s) is/are subscribed	to the within instrument	and acknowledged to me that he/she/they
executed the same in his/h	er/their authorized capac	city(ies), and that by his/her/their signature(s)
on the instrument the perso	on(s), or the entity upon	behalf of which the person(s) acted, executed
the instrument.		

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

WITNESS my hand and official seal.

Signature:	(seal)
------------	--------

[Signature Page to Assignment and Page 270 f City of Beaumont Hidden Canyon Amended and Restated racintes and Fee Credit Agreement]

Item No.10.

ASSIGNEE DEVELOPER:

MPLD II INLAND EMPIRE, LLC,

a Delaware limited liability company

By: MPLD II REIT A, a Texas real estate investment trust, its sole member

By:	 	
Name:		
Title:		

Date:_____

STATE OF TEXAS § SCOUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of ______, 20____, by ______, the _____ of MPLD II REIT A, a Texas real estate investment trust, the sole member of MPLD II INLAND EMPIRE, LLC, a Delaware limited liability company, on behalf of said entities.

Notary Public My Commission Expires: _____

CONSENT OF CITY

The assignment provided for in the Agreement to which this Consent is attached is consented to by the City of Beaumont by City Council Resolution No. _____. No consent shall occur until such a Resolution is duly adopted by the City Council of the City of Beaumont. However, the City of Beaumont is not a party to nor bound by the Agreement or any provision of the Agreement at any time.

CITY OF BEAUMONT

By:		
Name:		
Its:		
Date:		

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

STATE OF CALIFORNIA)COUNTY OF)

On _____, 20__ before me, _____

Notary Public, personally appeared _____

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

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

WITNESS my hand and official seal.

Signature:	(seal)
Dignature.	(Bear

[Signature Page to Assignment and Assumption of City of Beaumont Hidden Canyon Amended and Restated Page 272 Fee Credit Agreement]

Item No.10.



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE February 4, 2020

SUBJECT: Cherry Avenue Street Improvement Project Acceptance

Background and Analysis:

On August 15, 2017, City Council approved a cooperative agreement between the City of Beaumont and Pardee Homes for the Cherry Avenue Street Improvement Project. (see Attachment A). At such time, the City agreed to the estimated shared cost of the improvements, not to exceed \$500,000. This reimbursement to Pardee Homes shall be provided as credits to future development funds, once the project is completed and accepted. These improvements are located west of Pardee Homes Tract 31468-6, and adjacent to the Cherry Avenue drainage channel. The improvements are between 8th St, and 450 feet north of Antonell Street.

The original conditions of approval for Tract 31468-6 required Pardee Homes to fully improve the east side of Cherry Avenue between the above-mentioned limits. Recognizing the benefit of utilizing a single contractor and the need for improvements on the west side of Cherry Avenue, the City entered into a cooperative agreement with Pardee Homes to facilitate completion. These improvements included a new section of asphalt and aggregate base, curb and gutter, sidewalk, driveway approaches, drainage structures, and signing and striping.

Staff has verified the completion of the improvements and recommends that City Council approve and authorize the Mayor to sign the attached certificate of acceptance for the Cherry Avenue Street Improvement Project.

Fiscal Impact:

Beaumont's share of the project is not to exceed \$500,000. Reimbursement for the project shall be provided as credits to future development impact fees. The cost of preparing this staff report is estimated to be \$450.



Recommended Action:

Approve and authorize the Mayor to sign the attached certificate of acceptance for the Cherry Avenue Street Improvement Project.

Attachments:

- A. Cooperative Agreement
- B. Certificate of Acceptance for the Cherry Avenue Street Improvement Project and street improvement plans

Item No.11.

When Recorded Return Original To:

City of Beaumont 550 East 6th Street Beaumont, CA 92223

NO RECORDING FEE REQUIRED PER GOVERNMENT CODE SECTION 27383

CERTIFICATE OF ACCEPTANCE

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6th Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of an easement in the property hereinafter described. Said owner hereby ACCEPTS the maintenance of **The Cherry Avenue Street Improvements** on the property hereinafter described and that was COMPLETED on January 22, 2020 by Pardee Homes, owner.

The property on which said work of improvement was completed in the City of Beaumont, County of Riverside, and State of California lying in Section(s) 5 Township 3 South, Range 1 West

Date

Ray Santos, Mayor of the City of Beaumont, CA

VERIFICATION:

I the undersigned am the Mayor of the City of Beaumont, the declaring of the foregoing Notice of Completion. I have read the said Notice of Completion and know the contents thereof: The same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Date

Ray Santos, Mayor of the City of Beaumont, CA

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

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

On ______ before me, ______ Notary Public, personally appeared Ray Santos, MAYOR OF THE CITY OF BEAUMONT, CALIFORNIA, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

BY: _____

NOTARY

(SEAL)

COOPERATIVE AGREEMENT BETWEEN CITY OF BEAUMONT AND PARDEE HOMES FOR CHERRY AVENUE STREET IMPROVEMENTS PROJECT

1. PARTIES AND DATE

1.1 This Cooperative Agreement ("AGREEMENT") is made and entered into this <u>Ls</u> day of <u>Soph</u>, 2017, by and between the City of Beaumont ("CITY"), a municipal corporation organized under the laws of the State of California, with its principal address located at 550 E. 6th Street, Beaumont, California 92324 and Pardee Homes ("PARDEE"), a California corporation. CITY and PARDEE are sometimes referred to individually as "party" and collectively as "parties" herein.

2. RECITALS

- 2.1 Cherry Avenue is an existing street within the City Beaumont between 8th Street on the south and Antonell Street on the north. Cherry Avenue lies adjacent to and west of Tract 31468-6, developed by PARDEE, and adjacent to the Cherry Avenue drainage channel. A portion of the west side of Cherry Avenue is partially improved while the east side of Cherry Avenue is unimproved.
- 2.2 CITY and PARDEE have jointly determined that in addition to street improvements on the east side of Cherry Avenue as required for PARDEE's development and in accordance with the initial Conditions of Approval for Tract 31468-6, certain improvements shall also be completed on the west side of Cherry Avenue at the expense of the CITY as further provided herein.
- 2.3 For purposes of this Agreement, "PROJECT" means improvements to the east and west sides of Cherry Avenue, including removal of asphalt paving, new asphalt paving, curb and gutters, sidewalks, driveway approaches, drainage structures, paved access road and other miscellaneous improvements, as shown in the Street Improvement Plans ("Street Improvement Plans") for the improvements which have been previously prepared and approved by the CITY in May 2014 (CITY File #1990).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

3. TERMS

- 3.1 CITY OF BEAUMONT AGREES
 - 3.1.1 The Recitals to this Agreement are hereby incorporated herein by this reference.

#173545 v3 4000.88

- 3.1.2 The cost of the CITY-requested PROJECT improvements described in Section 3.1.7 (the "City Share") shall not exceed Five Hundred Thousand Dollars (\$500,000.00) unless the increased cost is the result of change orders approved by the Public Works Director. The actual costs incurred by PARDEE for such improvements shall apply against the \$8,109,831 in expenditures PARDEE has agreed to make in 2017 for "DIF Improvements" pursuant to its Settlement Agreement with the City dated February 7, 2017 ("Settlement Agreement") and the acquisition agreements to be entered into by the CITY and PARDEE pursuant to the Settlement Agreements").
- 3.1.3 PARDEE shall receive credit against the CITY development impact fees in an amount equal to the actual costs of the City-requested PROJECT improvements described in Section 3.1.7 in accordance with the Settlement Agreement and Acquisition Agreements, and the entire PROJECT may be acquired by the CITY with proceeds of community facilities district special taxes and bonds in accordance with the terms of the Settlement Agreement and Acquisition Agreements.
- 3.1.4 To provide technical assistance for the PROJECT.
- 3.1.5 To issue no-fee permits and provide inspection for the PROJECT.
- 3.1.6 To review, comment on, and reasonably approve the design plans, specifications and estimates prior to PARDEE soliciting competitive bids for the construction of the PROJECT.
- 3.1.7 Specific CITY reimbursement responsibility items are limited to the associated costs of improvements performed by PARDEE to the west side of the PROJECT and a 20 foot wide by 450 foot asphalt concrete extension of PROJECT north of Antonell Street not to exceed the City Share as follows:

Environmental, design and engineering services allocable to the items below:

PROJECT improvements along the west side between Stations 10+00 to 15+70 as per the approved Street Improvement Plans – graded overlay or remove and replace existing asphaltic concrete.

Modify drive approaches.

Replace curb and gutter as required.

Construct standard CITY sidewalk.

Relocate misc. mailboxes, etc.

#173545 v3 4000.88





Remove trees and shrubs within public right-of-way.

Construct a 20 foot wide 450 foot long four (4) inches over native soil asphaltic concrete access road from Station 46+69.80 north to 1337 Cherry Avenue.

3.1.8 To be responsible for the construction of curb returns and ramps at NW and SE corners of Cherry Avenue and 8th Street.

3.2 PARDEE HOMES AGREES

- 3.2.1 To provide or cause to provide environmental, design/engineering services to construct the PROJECT.
- 3.2.2 To procure a contractor to build the PROJECT in compliance with a competitive bid process acceptable to the Public Works Director.
- 3.2.3 To coordinate the PROJECT implementation with all affected parties.
- 3.2.4 In determining PROJECT costs, to keep accurate records and accounts relating to the PROJECT regarding contract costs, hours worked, equipment and supplies used, mileage and similar matters.
- 3.2.5 Provide public notice in advance of construction. Provide continuous notice to local homeowners as to scope and duration of construction.
- 3.2.6 It shall not be responsible for the curb returns and ramps at NW and SE corners of Cherry Avenue and 8th Street.
- 3.2.7 To accept responsibility for any and all costs and expenses for the PROJECT under this Agreement over and above the City Share.
- 3.2.8 The PROJECT shall be constructed and installed in a good and workman-like manner by or on behalf of PARDEE and in strict accordance with the Street Improvement Plans.
- 3.2.9 To expressly require in the contract(s) for construction of the PROJECT that the contractor(s) and subcontractor(s) comply with all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, workers compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including Sections 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 and 1861, which provisions are specifically incorporated herein by reference as though set forth herein in their entirety.



3.2.10 Before the commencement of any work on the PROJECT, to obtain and require its contractor(s) or subcontractor(s) on the Project to obtain commercial general liability insurance (primary) of not less than \$2,000,000.00 per occurrence for all coverages and \$2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit PARDEE, and its employees or agents, from waiving the right of subrogation prior to a loss. PARDEE waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the required 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. Before commencing any work, PARDEE or its contractor(s) or subcontractor(s) shall obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of PARDEE. PARDEE agrees to require all contractors and subcontractors who are required to build the PROJECT to purchase and maintain, before commencing any work, commercial general liability insurance as provided in this paragraph. PARDEE, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for \$2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

3.3 IT IS MUTUALLY AGREED AS FOLLOWS

- 3.3.1 PARDEE and/or its contractor(s) shall coordinate with the CITY to ensure adequate traffic control during the construction of the PROJECT.
- 3.3.2 Prior to the commencement of construction of the PROJECT, PARDEE shall ensure that the CITY and its officers and employees are named as additional insured persons for the liability insurance coverage for the PROJECT.
- 3.3.3 Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will automatically be vested with the



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jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.

- 3.3.4 PARDEE shall defend, indemnify and hold the CITY and its officials, officers, employees, consultants, subcontractors, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, consultants, subcontractors, volunteers and agents arising out of or in connection with the performance of this agreement, including without limitation, the payment of attorney's fees and other related costs and expenses.
- 3.3.5 This AGREEMENT may be executed in one or more counterparts. When a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
- 3.3.6 This AGREEMENT contains the entire AGREEMENT of the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings or agreements. This AGREEMENT may only be modified by a writing signed by both parties.
- 3.3.7 The parties declare that each party has all requisite power and authority to conduct its business and to execute, deliver, and perform the AGREEMENT. Each party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and bind each respective party.
- 3.3.8 If any portion of this AGREEMENT is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4 NOTICES

3.4.1 All notices required shall be sent by regular mail, postage prepaid and addressed as follows:

CITY OF BEAUMONT Public Works Department 550 East 6th Street Beaumont, CA 92223 Attention: Public Works Director PARDEE HOMES 1250 Corona Pointe Court, #600 Corona, CA 92879 Attention: Jeff Chambers



COOPERATIVE AGREEMENT BETWEEN CITY OF BEAUMONT AND PARDEE HOMES FOR CHERRY AVENUE STREET IMPROVEMENTS PROJECT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the date fist written above.

CITY OF BEAUMONT:

By:

Lloyd White, Mayor City of Beaumont

PARDEE HOMES:

By:

Jeff Chambers VP of Community Development

Attest:

By: City Clerk

Approved as to Form:

By:

ttorney





Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE February 4, 2020

SUBJECT: Acceptance of Irrevocable Offer of Dedication of Easement for Streetlight Maintenance and Acceptance of Streetlight Maintenance in the Four Seasons Community

Background and Analysis:

In August 2019, the City of Beaumont proposed a program to accept the streetlights in the gated community of Four Seasons. Upon City Council approval and acceptance, the City will be responsible for the maintenance and repairs for certain street lights within the gated community. Maintenance will be limited to the lights located along improved roadways dedicated for full common use. Staff has counted approximately 285 street lights for which it will accept (see Attachment A) within the gated community which include the following types:

- Single mission bell,
- Double mission bell,
- LED solar, and
- HPS lights.

City staff will be granted access to diagnose the source of the malfunction within the light or lighting system, and to make the necessary repairs which may include lamp, ballast, photo cell, contacts, batteries or solar panel. Maintenance will not occur in parking lots, privately maintained parks, mailbox lights, digital speed signs, or similar areas. The City shall not be financially responsible or liable for any damages to streetlight attached digital speed signs. Furthermore, the Four Seasons HOA has to agree in writing an offer of dedication granting an easement for the streetlight maintenance (see Attachment B).

The City will incur the monthly cost of the SCE pedestals that provide electricity to the streetlights, but limited only to the street light system.

Fiscal Impact:

The fiscal impact to the City is estimated to be \$250 per street light for which staff is initially anticipating 30 percent of the 285 total street lights for fiscal year 2019/20. The annual cost is estimated to be \$21,375 for repairs, and approximately \$6,100.00 annually in electrical costs which will be paid via existing CFD pay-go funds available within this area.

Recommended Action:

Approve the Irrevocable Offer of Dedication of Easement for Streetlight Maintenance, and Approve the Certificate of Acceptance of Streetlight Maintenance.

Attachments:

- A. Four Seasons Exhibit-Tract Maps
- B. Street Light Dedication-Certificate of Acceptance
- C. Letter from Four Seasons HOA

Item No.12

Recording Requested by and Please Return to:

This Space for Recorder's Use Only

No Documentary Transfer Tax Due: R & T Code 11922; No Recording Fee for Govt. Agency: Government Code 27383

IRREVOCABLE OFFER OF DEDICATION (FOR STREET LIGHT MAINTENANCE)

K. Hovnanian's Four Seasons at Beaumont

Community Association, Inc. , the undersigned, being the present title owner(s) of record of the herein described parcels of land, does hereby make an irrevocable offer of dedication of easements to the CITY OF BEAUMONT, a municipal corporation of the State of California, and its successors or assigns, for the purpose of maintaining and repairing the street lights, and related poles, pedestals, fixtures, wiring and other improvements on, under and over the real property situated in the City of Beaumont, County of Riverside, State of California, described in Exhibit "A" attached hereto and incorporated herein.

It is understood and agreed that the CITY OF BEAUMONT and its successors or assigns shall incur no liability with respect to such offer of dedication, and shall not assume any responsibility for the offered parcels of land or any improvements thereon or therein, until such offer has been accepted by appropriate action of the BEAUMONT City Council.

The provisions hereof shall inure to the benefit of and binding upon heirs, successors, assigns, and personal representatives of the respective parties hereto.

IN WITNESS WHEREOF, these presents have executed this IRREVOCABLE OFFER OF DEDICATION as of the day of December, 2019.

<u>Feanard Tavernette</u> (Signature) Print Name: <u>Leonard Tavernetti</u> Title: <u>fresident</u>



EXHIBIT "A" LEGAL DESCRIPTION

Tract 32260, MAP BOOK AND PAGE(S) 374/95-103, Lots 291, 292, 293, 294, 295, 296, 297, 298, HH, II, JJ, KK, LL, MM, NN, OO, PP, QQ,RR, SS, TT, UU, W, WW, XX, YY, ZZ, AAA, BBB, CCC, DDD, EEE, FFF, GGG, HHH, III, JJJ, KKK, LLL, MMM, NNN, OOO, PPP, QQQ, RRR, SSS, TTT, UUU and VVV.

Tract 32260-1, MAP BOOK AND PAGE(S) 375/8-23 Lots H, K, L, M and N.

Tract 32260-2, MAP BOOK AND PAGE(S) 375/1-7, Lots G, H, I, J, K, L, M, N, O, P, Q and R.

Tract 33096, MAP BOOK AND PAGE(S) 437/65-70, Lots E, F, G, H, I and J.

Tract 33096-1, MAP BOOK AND PAGE(S) 412/46-58, Lots O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG and AH.

Tract 33096-2, MAP BOOK AND PAGE(S) 428/51-60, Lots R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR and AS.

Tract 33096-3, MAP BOOK AND PAGE(S) 419/70-93, Lots N, O, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK and AL.

Tract 33096-4, MAP BOOK AND PAGE(S) 422/25-32, Lots F, G, H, I, J, K, L, M and N.

Tract 33096-5, MAP BOOK AND PAGE(S) 446/67-79, Lots M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z and AA.

Tract 33096-6, MAP BOOK AND PAGE(S) 434/82-86, Lots G, H, I, J and K.

Tract 33096-7, MAP BOOK AND PAGE(S) 440/50-56, Lots J, K, L, M, N, O, P and Q.

Tract 33096-8, MAP BOOK AND PAGE(S) 441/27-31, Lots G, H, I and J.

Tract 33096-10, MAP BOOK AND PAGE(S) 434/77-81, Lots D and E.

Tract 33096-11, MAP BOOK AND PAGE(S) 435/89-94, Lots G, H, I and J.

Tract 33096-12, MAP BOOK AND PAGE(S) 451/87-101, Lots I, J, K, L, M, N, O, P and Q.

Tract 33096-13, MAP BOOK AND PAGE(S) 459/79-86, Lots A, B, C, D, E, F, G, H and I.



ACKNOWLEDGMENT OF NOTARY PUBLIC

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

State of California

) SS. County of <u>Riverside</u>)

On <u>Sth</u>, 2020 before me, <u>Rachel</u> <u>Stone</u>, Notary Public, personally appeared <u>Leonard</u> <u>Taver nett</u>; who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seat Signature Notary Public

RACHEL STONE Notary Public - California San Bernardino County Commission # 2244703 My Comm. Expires Jun 1, 2022

(Seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Offer of Dedication dated December _____, 2019 from ______, to the City of Beaumont, a municipal corporation, was accepted by the City Council of the City of Beaumont pursuant to resolution #______ and the City of Beaumont consents to the recordation thereof by its duly authorized officer.

Dated:

By:

ATTEST:

, City Clerk

APPROVED AS TO FORM:

, City Attorney







October 23, 2019

City Council c/o Todd Parton, City Manager City of Beaumont 550 E. 6th Street Beaumont, CA 922223

Dear City of Beaumont:

The K. Hovnanian's Four Seasons at Beaumont Community Association, Inc., formally requests that the City of Beaumont maintain the streetlights on the streets in the community. The City of Beaumont had maintained these lights for approximately the last thirteen (13) years but stopped the maintenance of the streetlights earlier this year. The City Manager, Todd Parton, sought approval from the City Council to again maintain the streetlights which the Council approved pending a formal request from the Board. Please accept this letter as that official request to maintain the streetlights in the community with the understood conditions:

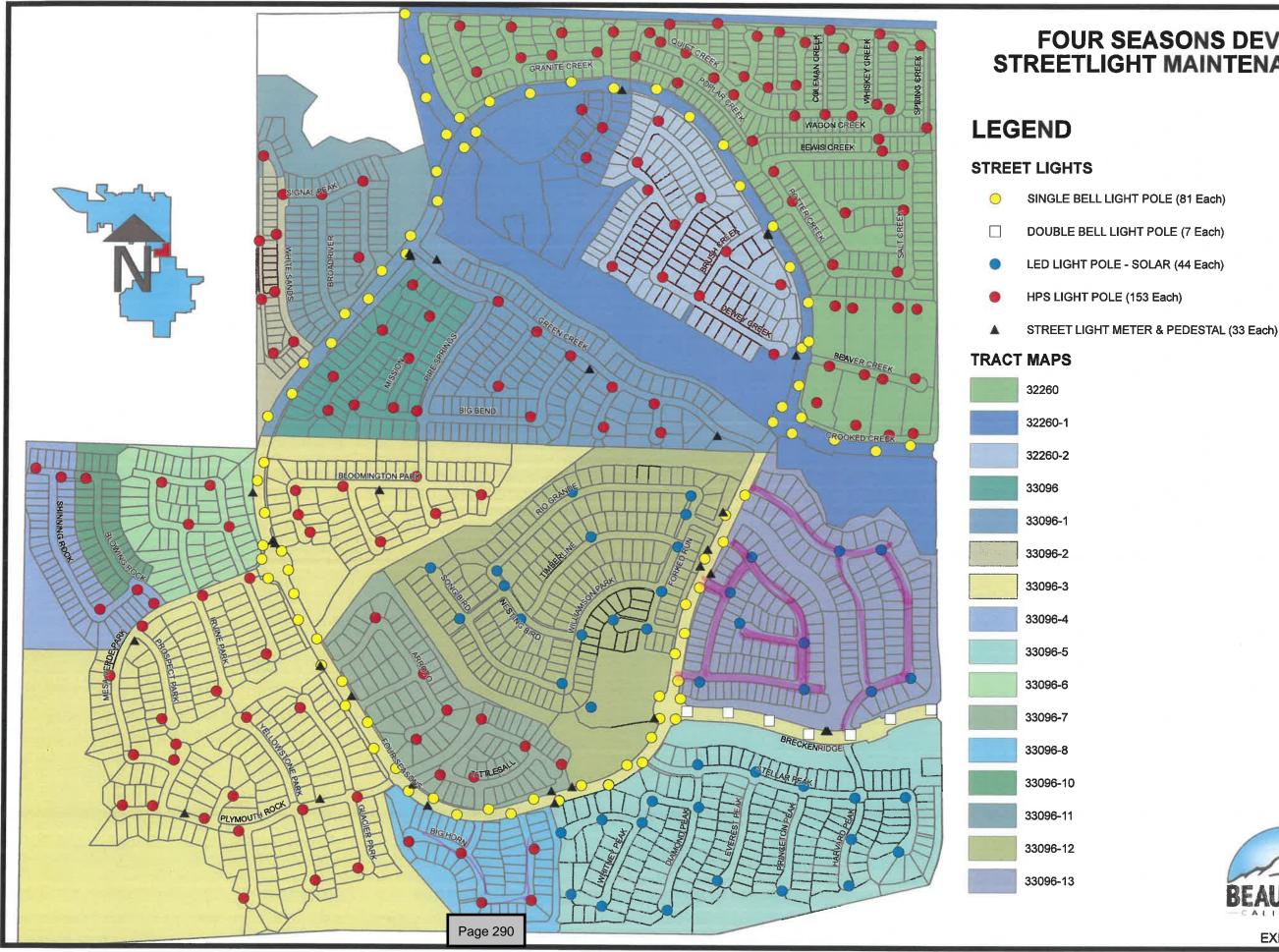
- 1. City maintenance is limited to those lights located along improved roadways dedicated for full common use;
- 2. City maintenance will not occur in parking lots, privately maintained parks, or other similar areas;
- 3. Streetlights to be maintained are not owned or maintained by So Cal Edison or other third party(ies);
- 4. Streetlights maintenance and repair is restricted to those that have been installed in accordance with City standards; and
- 5. Access easements must be provided that allow for City access, maintenance and repair.

If there are any questions or concerns please contact our General Manager, Eric Zarr, at 909.991.8337 or Eric.Zarr@fsresidential.com. We look forward to our continued relationship with the City of Beaumont.

Sincerely,

Leonard Tavernetti

Leonard Tavernetti, Board President K. Hovnanian's Four Seasons at Beaumont Community Association, Inc.

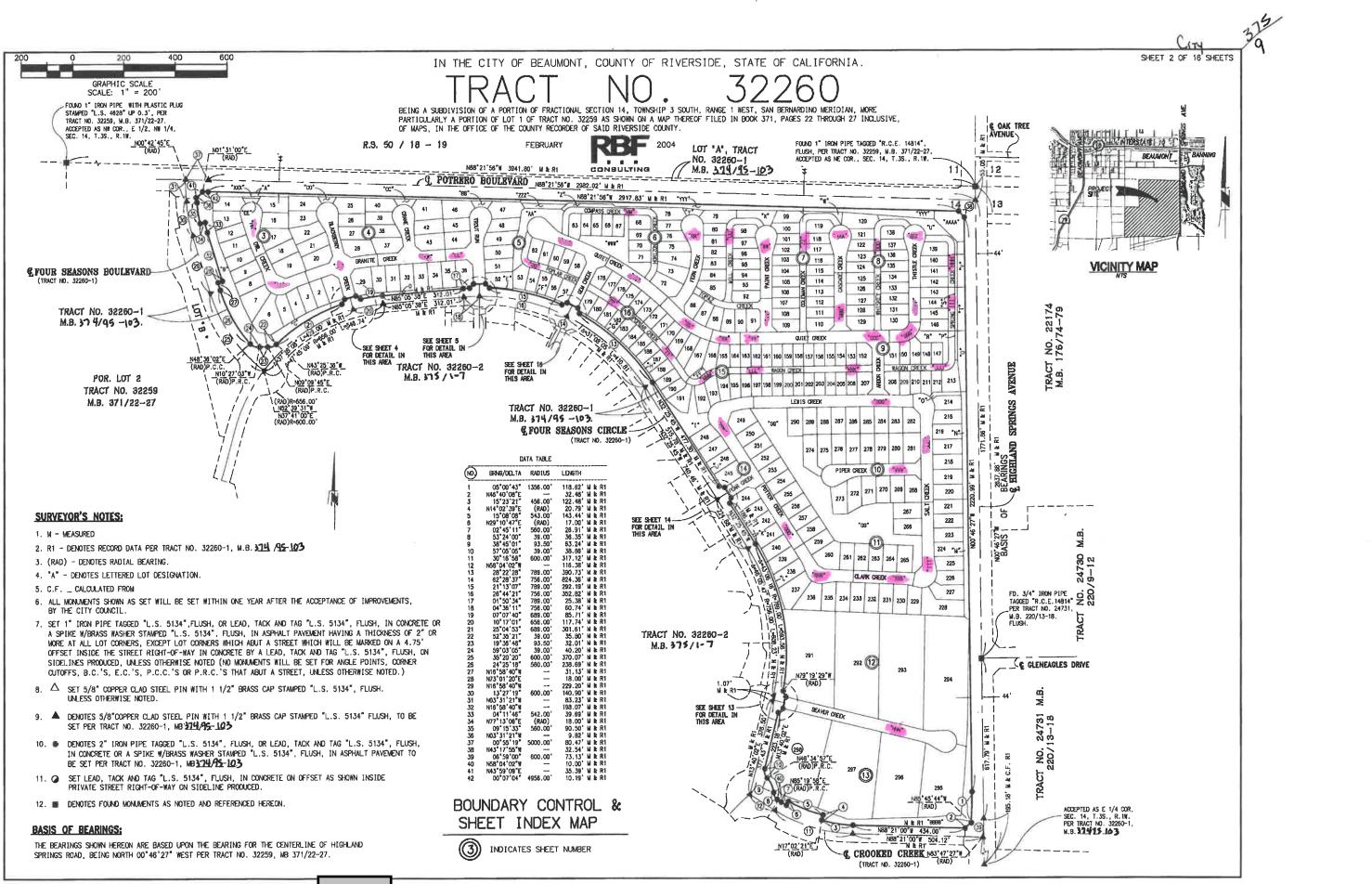


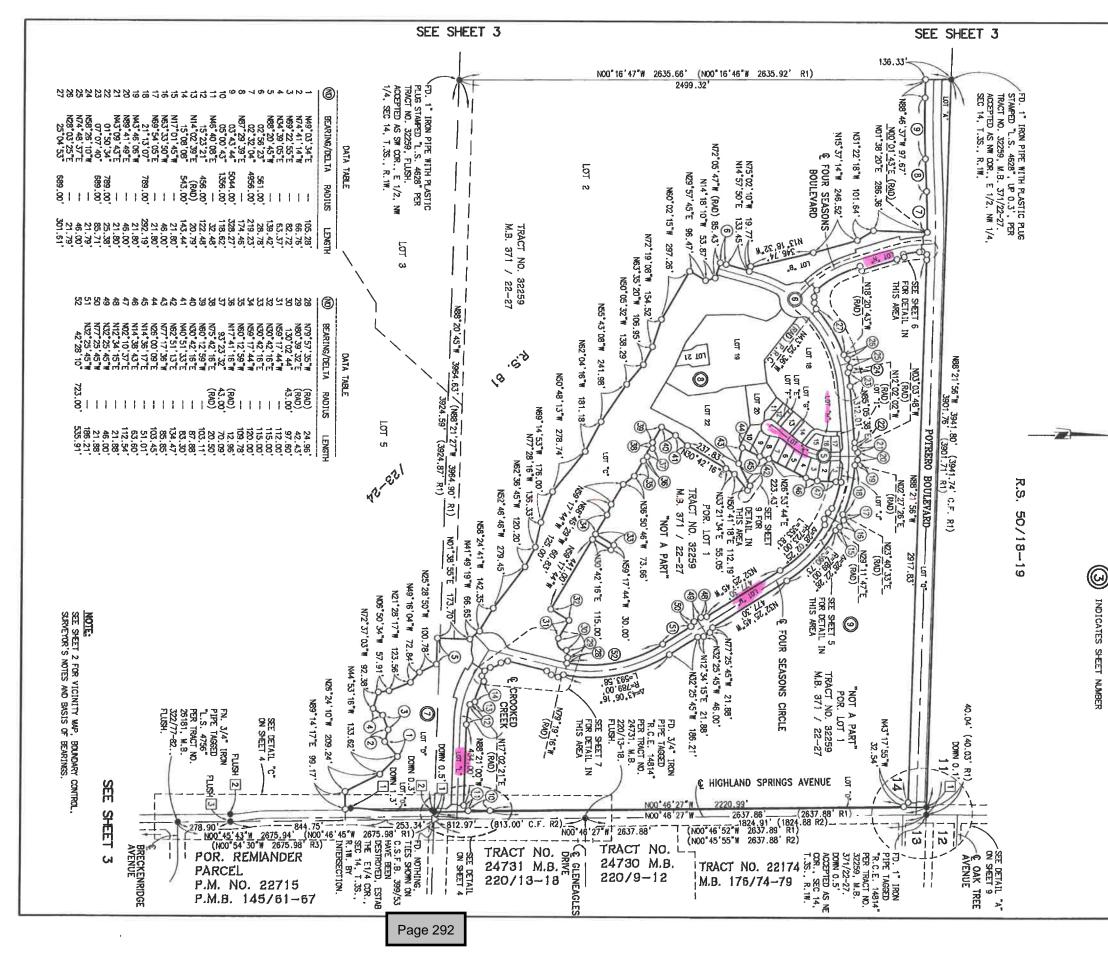
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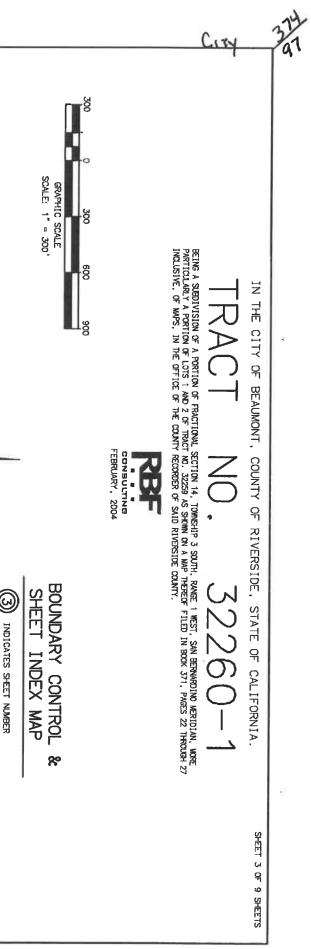


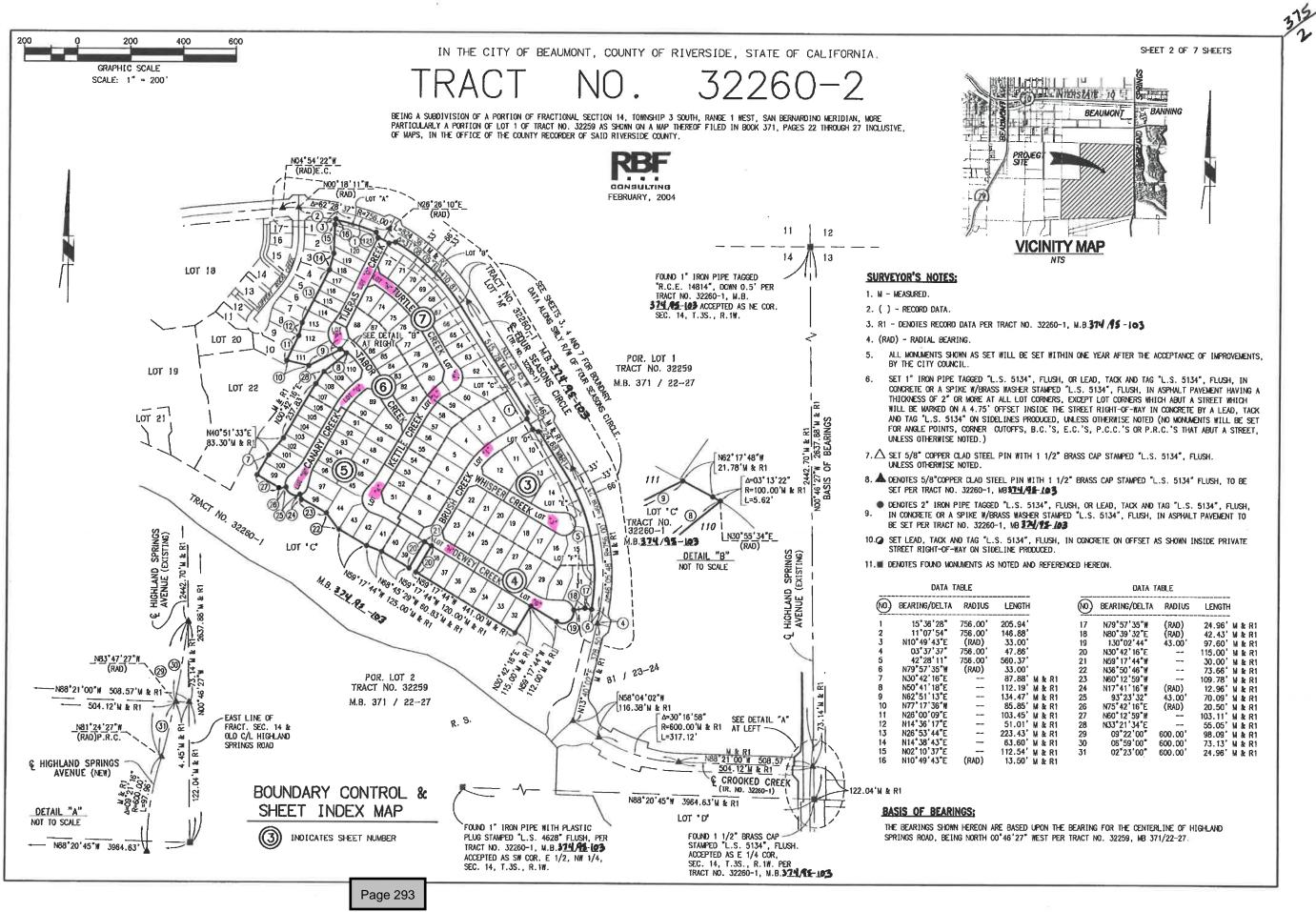
CITY OF BEAUMONT Public Works Department 550 E. 6th Street Beaumont, C A 92223 (951) 769-8522 BeaumontCa.gov

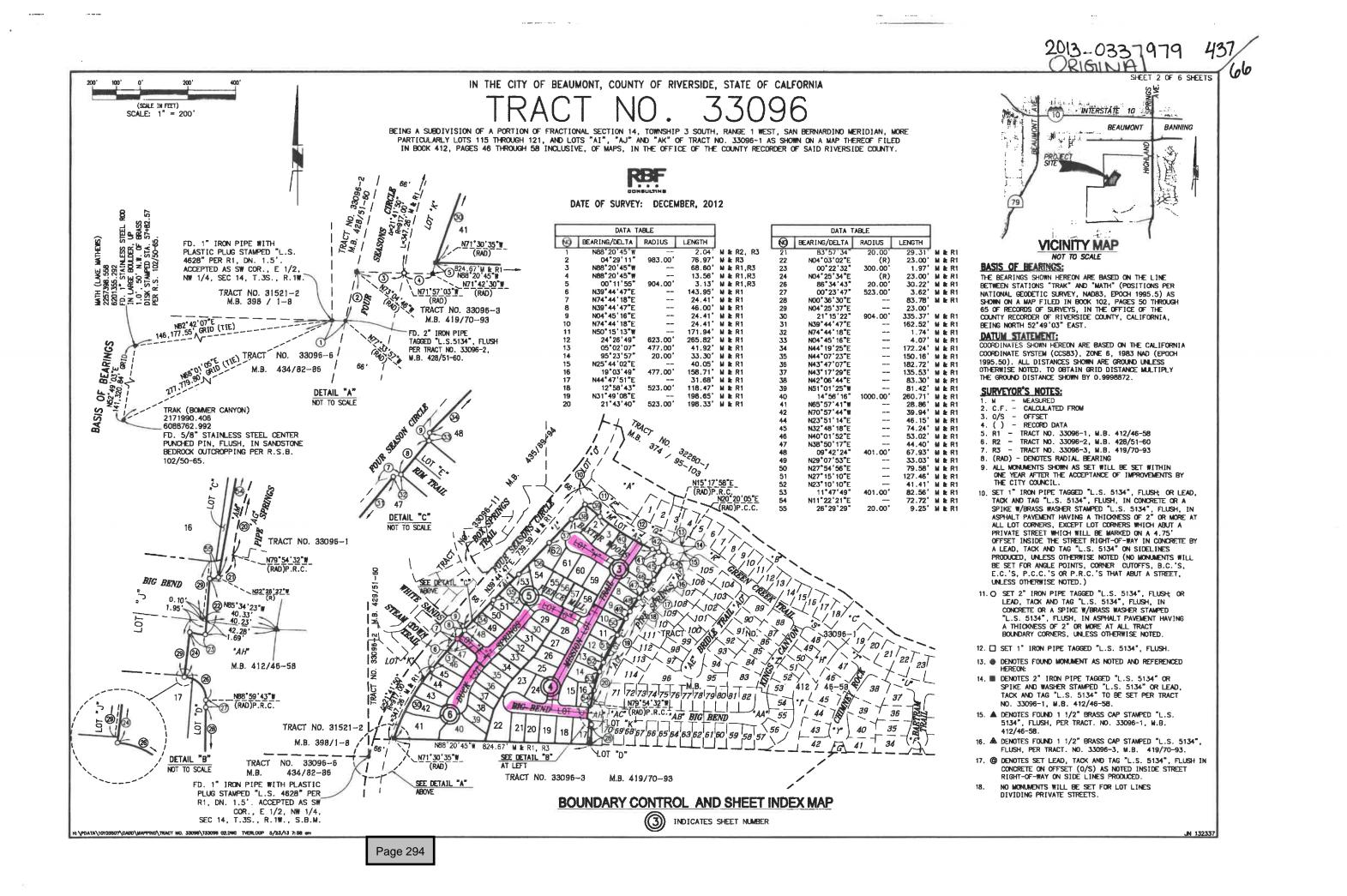
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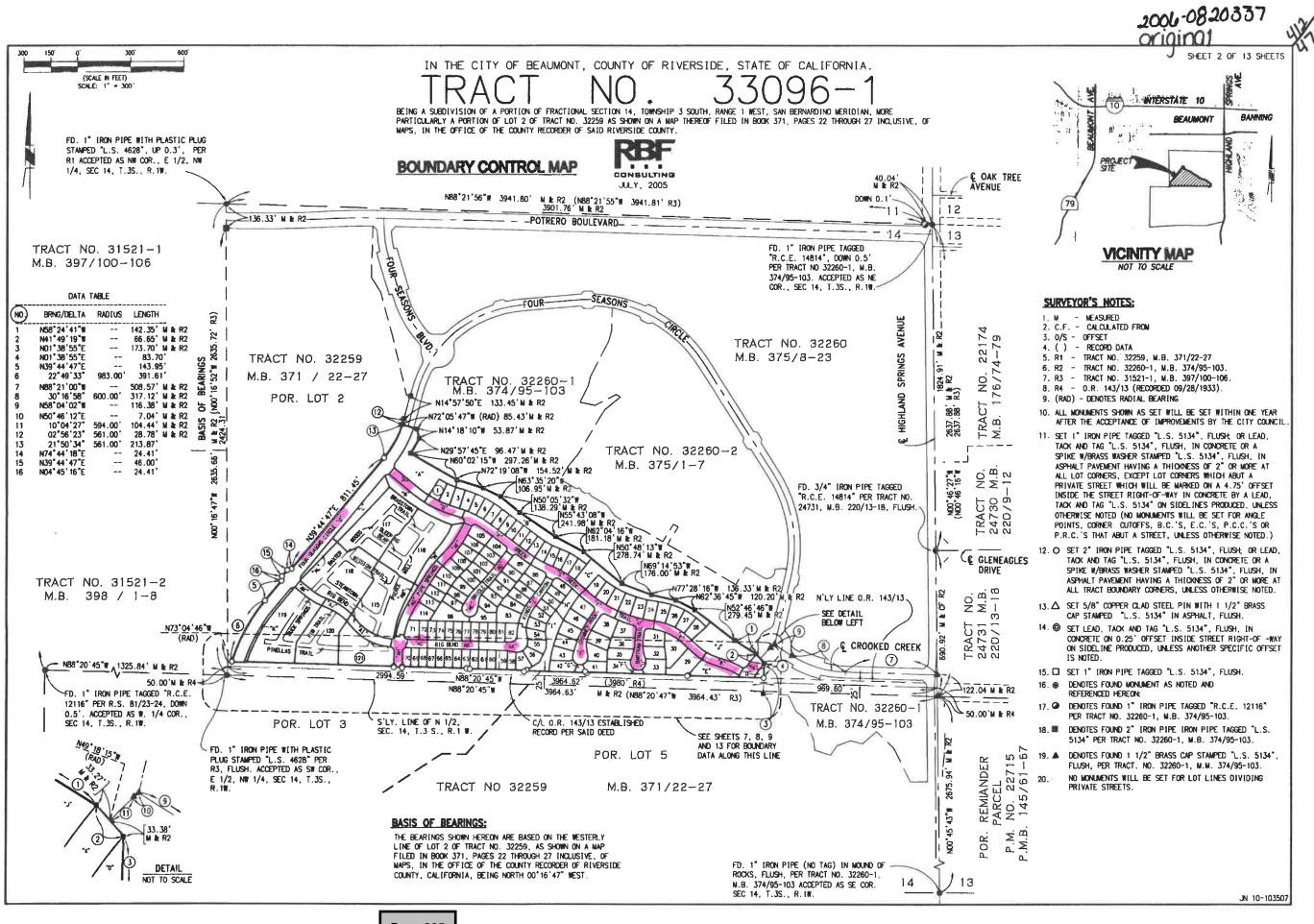


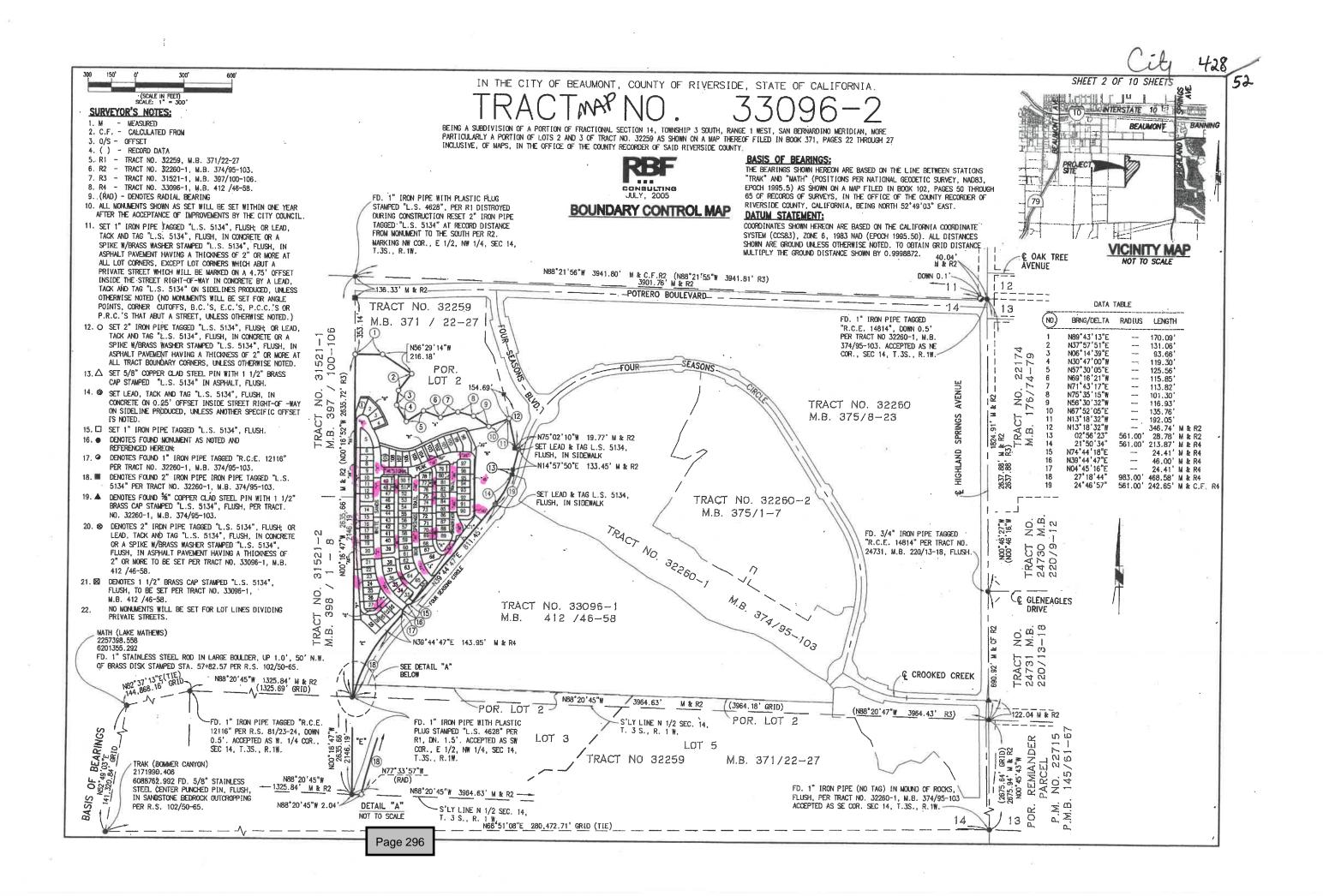


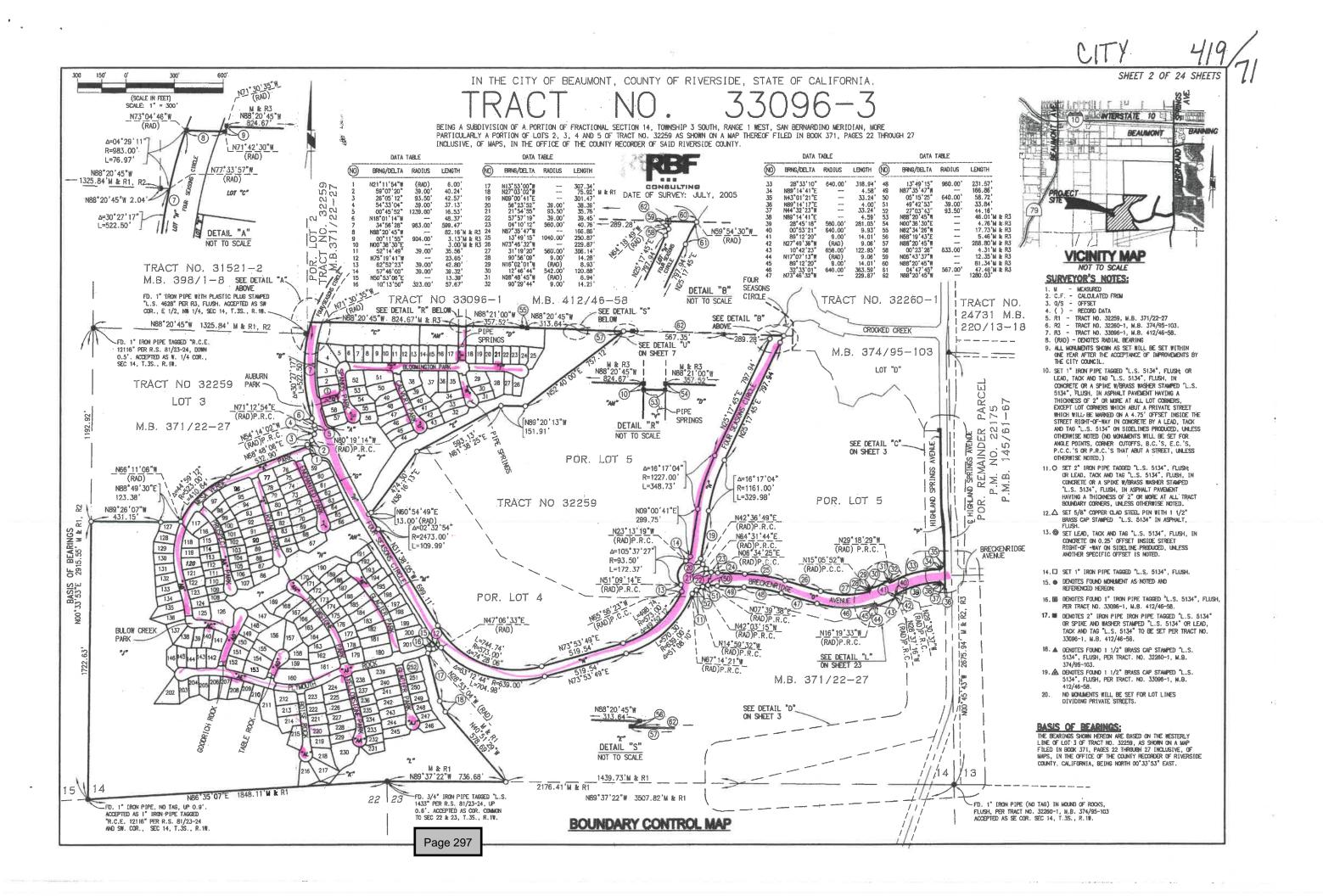


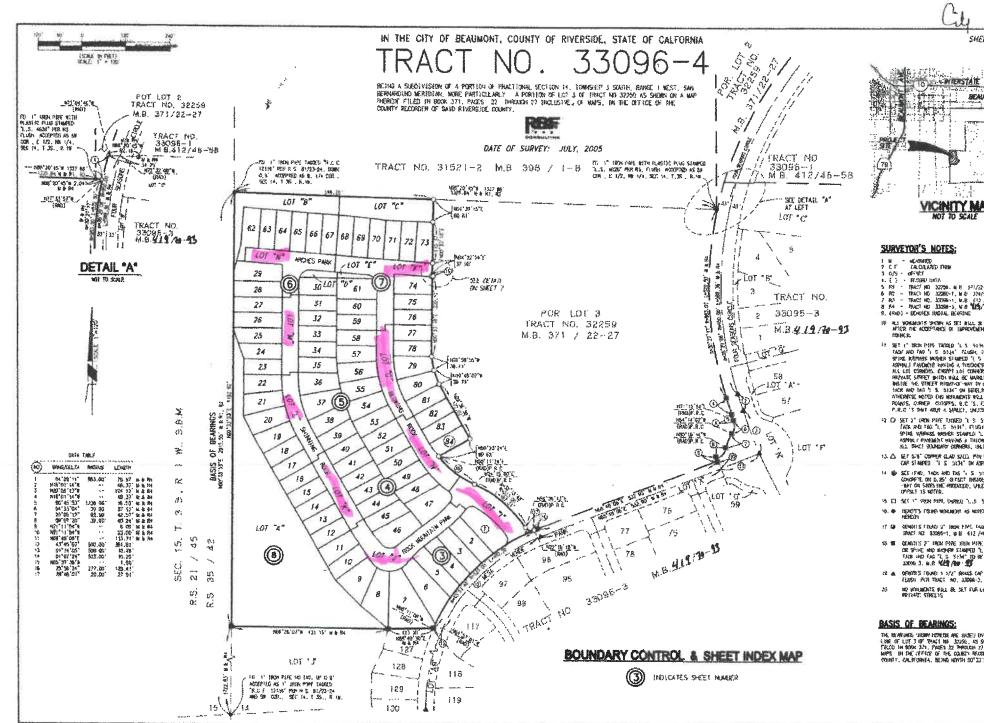










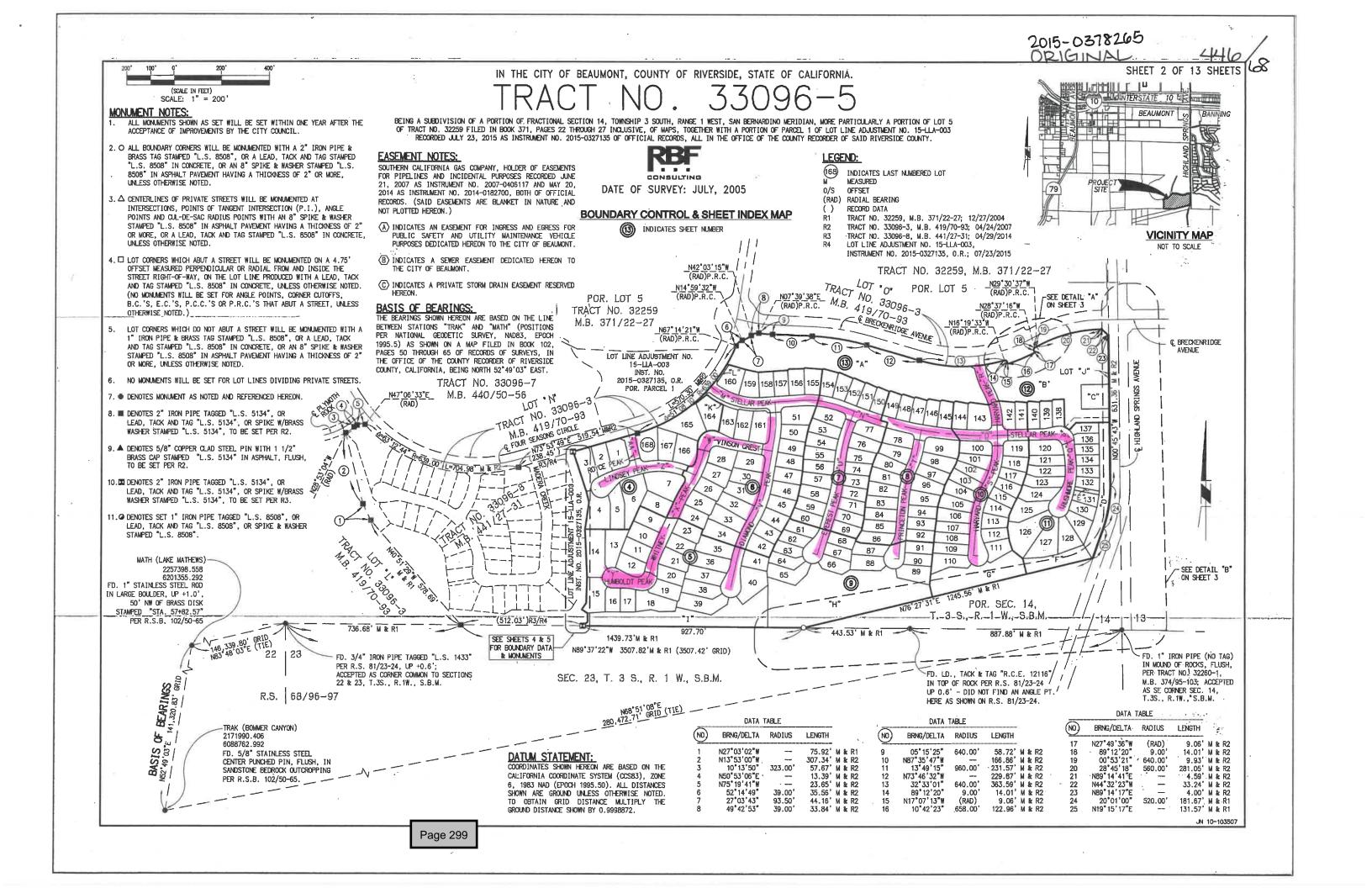


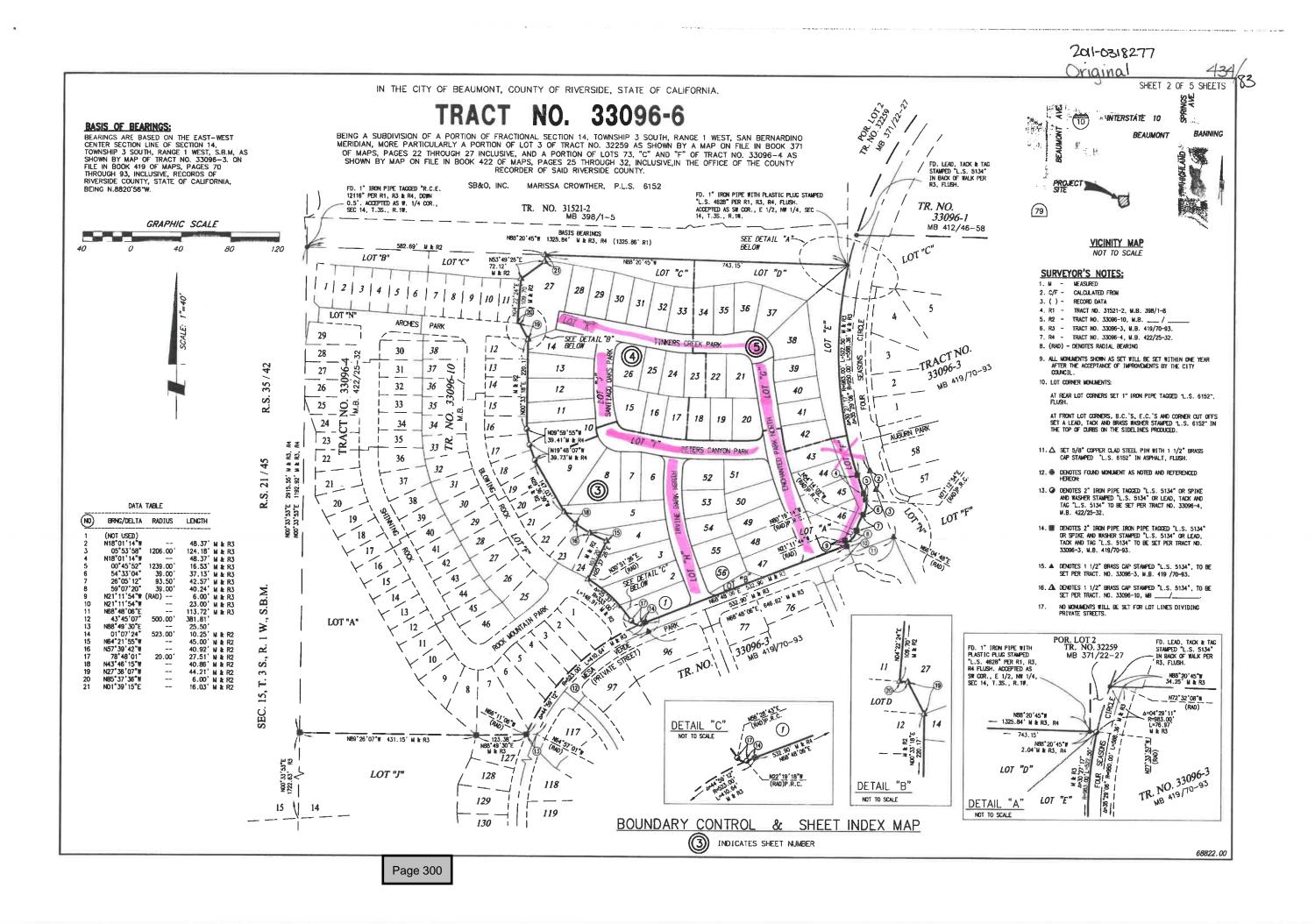
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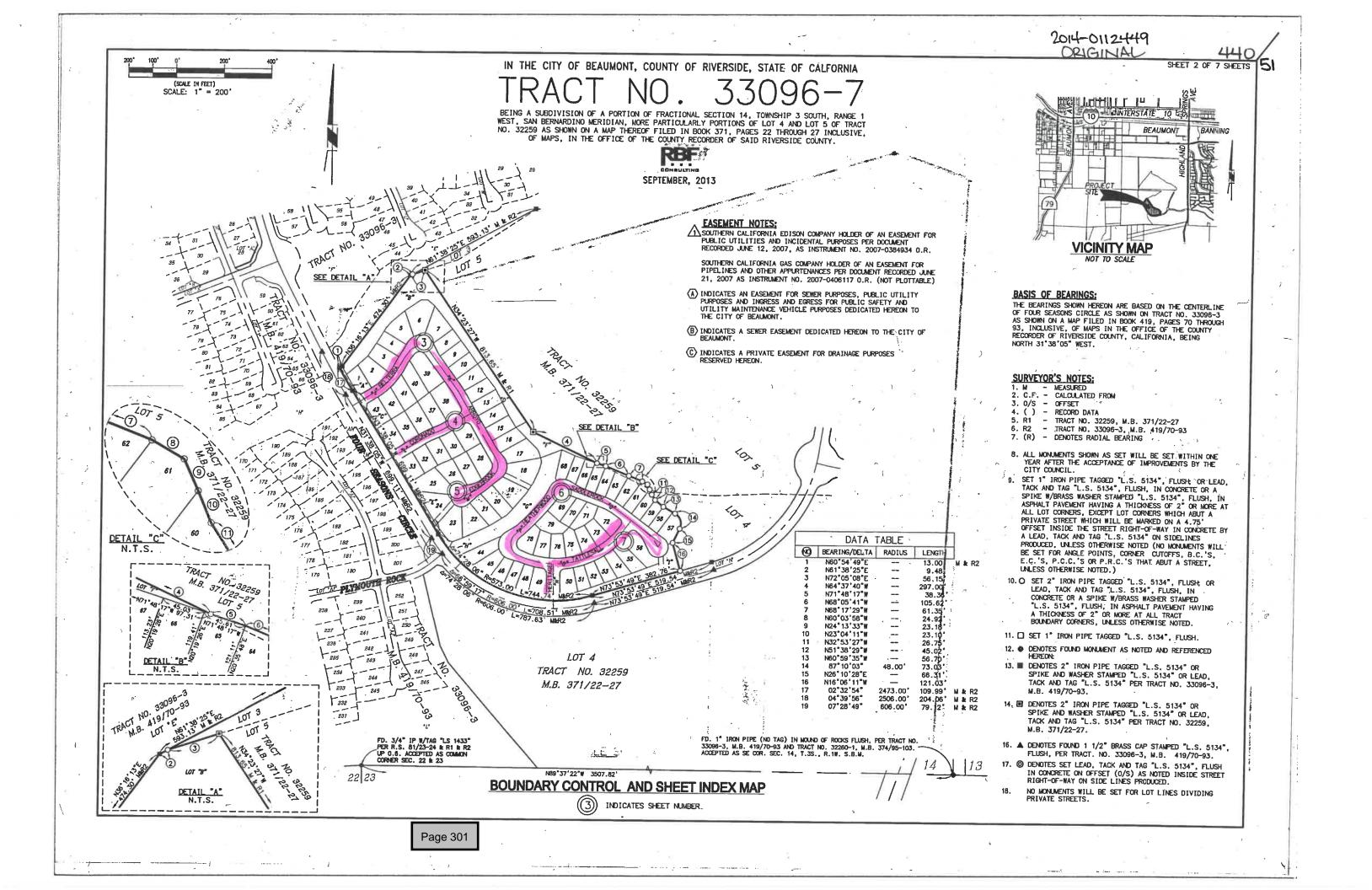
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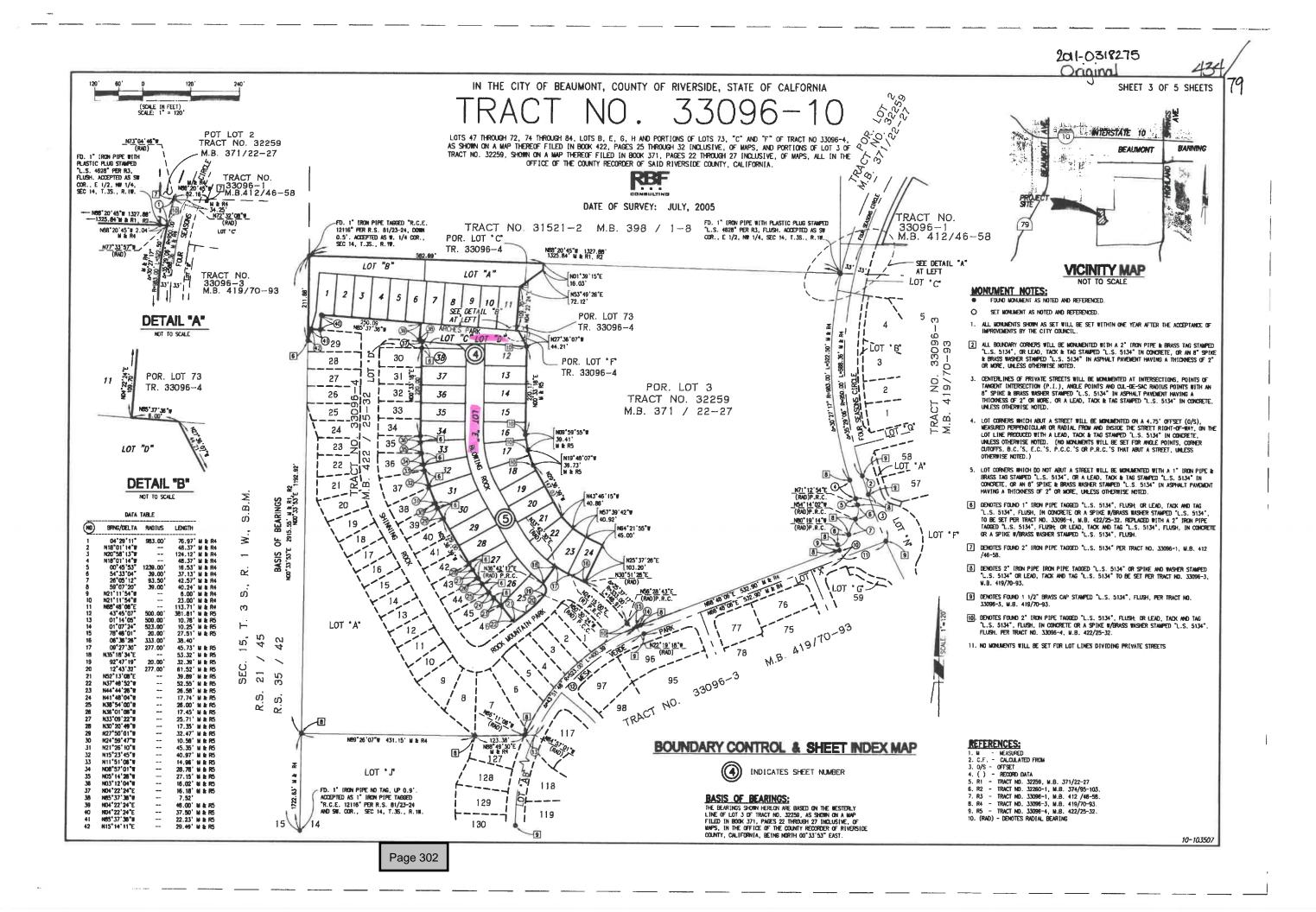
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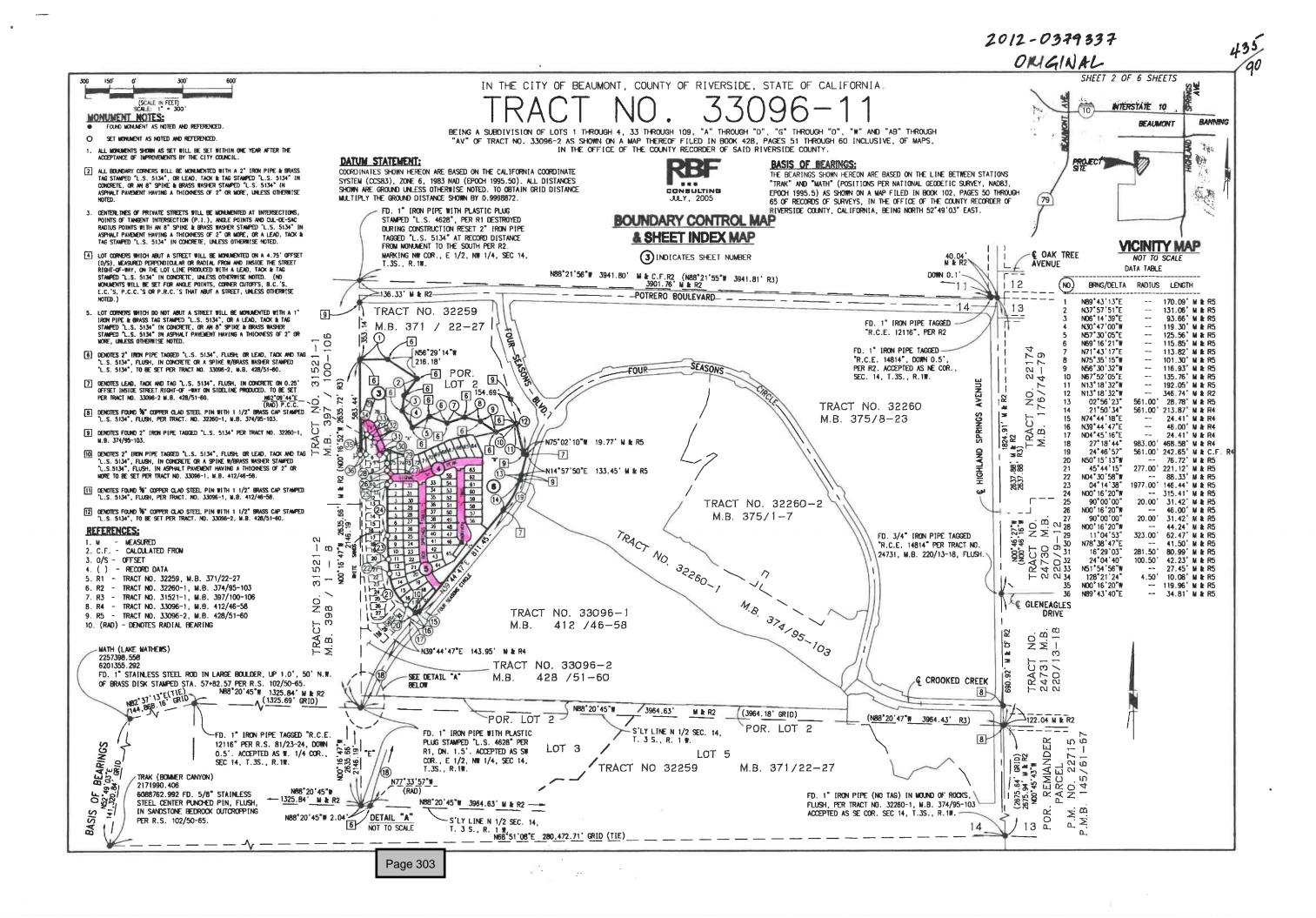
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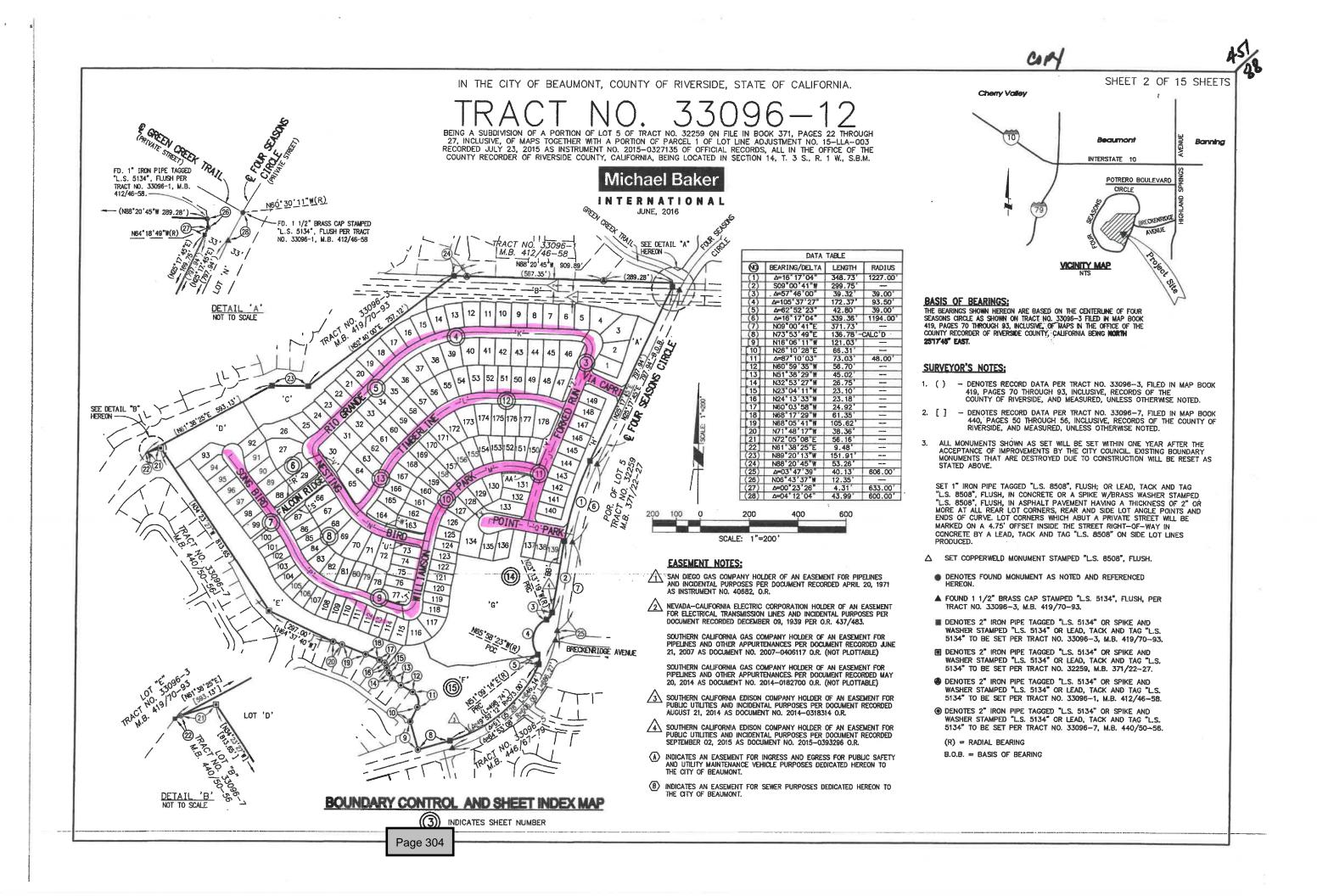














Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE February 4, 2020

SUBJECT: Improvement and Credit / Reimbursement Agreement for Transportation Uniform Mitigation Fee's between the City of Beaumont and Pardee Homes for the Oak Valley Interchange Project

Background and Analysis:

The Oak Valley Interchange Project (Project) consists of design engineering of a new partial cloverleaf interchange at Oak Valley Parkway and Interstate 10. The preliminary layout design is as shown in Attachment A.

The City of Beaumont (City) is a member agency of the Western Riverside Council of Governments (WRCOG), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee (TUMF) Program. As part of the TUMF Program, the City has adopted the "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update."

Pardee Homes has requested from the City certain entitlements and/or permits for the construction of improvements. Pursuant to the TUMF Program, the City requires the developer to pay the TUMF fees which covers the developer's fair share of the costs to deliver TUMF improvements. This helps mitigate the project's traffic impacts and burdens on the regional system of highways and arterials generated by the project. These are intended to coordinate regional transportation improvements to mitigate congestion.

As an option, and in lieu of paying TUMF, the developer can complete improvements listed on the TUMF nexus study and obtain credit for the improvements. Project costs allocated in the TUMF nexus study for the engineering design for the Project are \$6,390,000. This agreement will provide the developer TUMF credits not to exceed the amount of the maximum TUMF valuation. It is anticipated that the City will develop a request for proposals for the design engineering of the Project and subsequently enter



into a professional services agreement with the successful respondent. The developer will reimburse the City for project related expenses on a routine basis until the Project is complete in order to obtain the specified TUMF credit.

Staff is recommending approval of the Improvement and Credit / Reimbursement Agreement between the City of Beaumont and Pardee Homes for the Project in an amount not to exceed \$6,390,000. A copy of the agreement has been reviewed by WRCOG whom is in concurrence with the attached credit agreement (Attachment B).

Fiscal Impact:

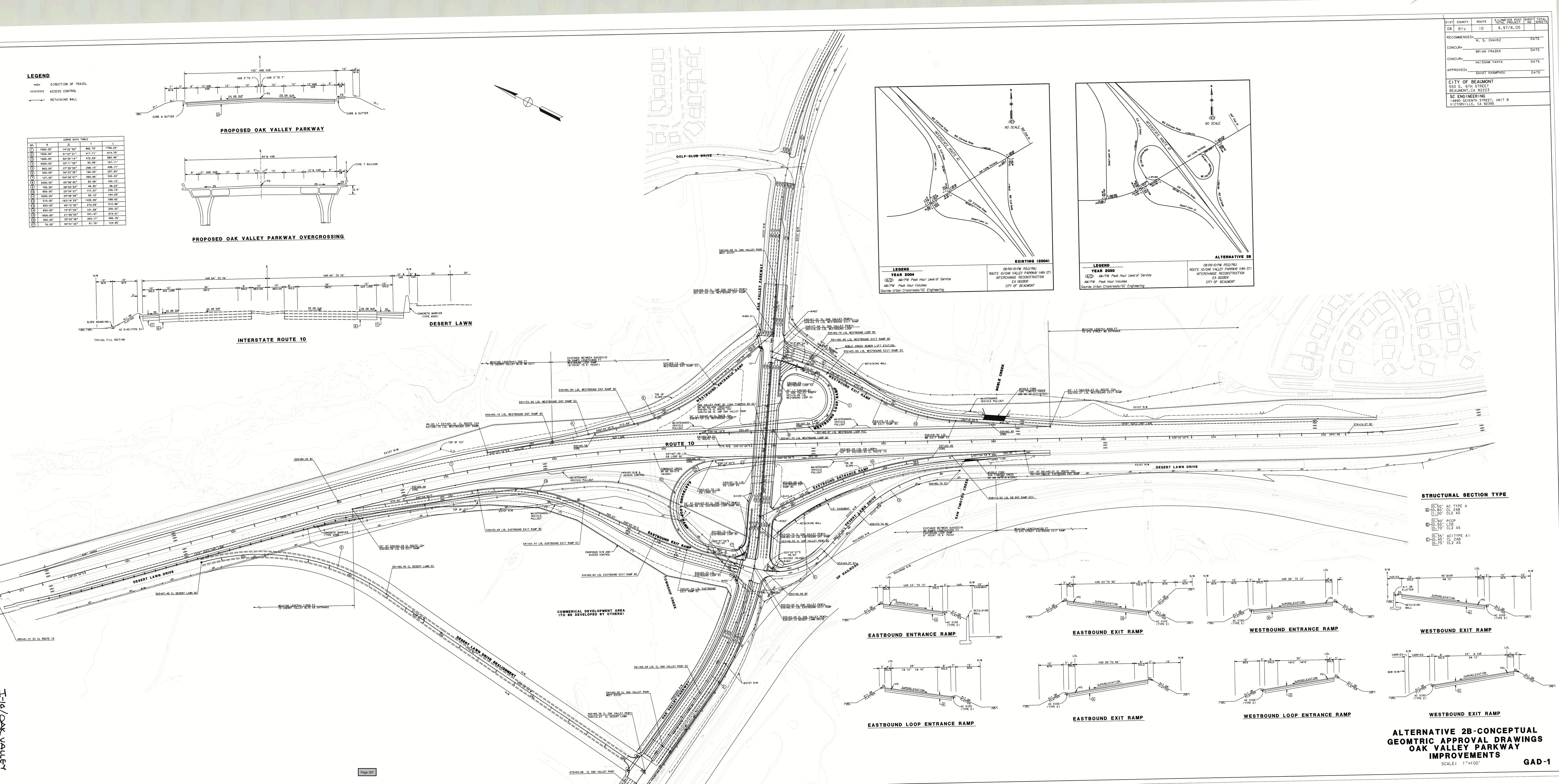
The Agreement provides for WRCOG TUMF fee credits to be granted based on the engineering design of TUMF facilities. All TUMF credits and terms are subject to the applicable administrative rules and written approval of WRCOG. This agreement does not provide for any credits of City fees. City staff estimates the cost to prepare this agreement to be approximately \$2,000.

Recommended Action:

Approve the Improvement and Credit / Reimbursement Agreement between the City of Beaumont and Pardee Homes for the Oak Valley Interchange Project and authorize the Mayor to execute the agreement.

Attachments:

- A. Facility Map
- B. Agreement between the City of Beaumont and Pardee Homes for the Oak Valley Interchange Project



IMPROVEMENT AND CREDIT / REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

This **IMPROVEMENT AND CREDIT AGREEMENT** ("Agreement") is entered into this _____day of ______, 20____, (the "Effective Date") by and between the the City of Beaumont of, a California municipal corporation ("AGENCY" or "City"), and Pardee Homes, a California corporation, with its principal place of business at 1250 Corona Pointe Court, #600, Corona, CA 92879 ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, Developer owns 1,500 acres of real property located within the AGENCY, which is more specifically described in the legal description set forth in Exhibit "A", attached hereto and incorporated herein by this reference ("Property");

WHEREAS, Developer has requested from AGENCY-certain entitlements and/or permits for the construction of improvements on the Property, which are more particularly described as Sundance and Tournament Hills ("Project");

WHEREAS, the AGENCY is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. WRCOG is the administrator for the Transportation Uniform Mitigation Fee ("TUMF") Program;

WHEREAS, as part of the TUMF Program, the AGENCY has adopted "Transportation Uniform Mitigation Fee Nexus Study: 2016 Update" ("2016 Nexus Study")

WHEREAS, as a condition to AGENCY's approval of the Project, AGENCY has required Developer to mitigate traffic impacts to streets and transportation system improvement(s) of regional importance that are included in the TUMF program, and, as a mitigation of traffic impacts of the Project, Developer has agreed to prepare plans, specifications and estimates (PS&E) for certain street and transportation system improvement(s) of regional importance ("TUMF Improvements");

WHEREAS, pursuant to the TUMF Program, the AGENCY requires Developer to pay the TUMF which covers the Developer's fair share of the costs to deliver those TUMF Improvements that help mitigate the Project's traffic impacts and burdens on the Regional System of Highways and Arterials (also known as the "TUMF Network"), generated by the Project and that are necessary to protect the safety, health and welfare of persons that travel to and from the Project using the TUMF Network;

WHEREAS, the TUMF Improvements have been designated as having Regional or Zonal Significance as further described in the 2016 Nexus Study and the 5 year Transportation Improvement Program as may be amended;

WHEREAS, AGENCY and Developer now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the TUMF Improvements, (2) to

ensure that delivery of the TUMF Improvements is undertaken as if the TUMF Improvements were constructed under the direction and authority of the AGENCY, (3) to provide a means by which the Developer's costs for project delivery of the TUMF Improvements and related right-of-ways is offset against Developer's obligation to pay the applicable TUMF for the Project in accordance with the TUMF Administrative Plan adopted by WRCOG, and (4) to provide a means, subject to the separate approval of WRCOG, for Developer to be reimbursed to the extent the actual and authorized costs for the delivery of the TUMF Improvements exceeds Developer's TUMF obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and AGENCY hereby agree as follows:

TERMS

1.0 <u>Incorporation of Recitals</u>. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 Construction of TUMF Improvements. Developer shall construct or have constructed at its own cost, expense, and liability certain street and transportation system improvements generally described as the preparation of plans, specifications and estimates for the Oak Valley/Interstate 10 Interchange project, including the design for environmental mitigation and utility relocation and as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer and approved by AGENCY, and which are incorporated herein by this reference ("TUMF Improvements"). Construction of the TUMF Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any existing public or private improvement in conflict with the construction or installation of the TUMF Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of AGENCY and the owner of such improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the TUMF Improvements.

2.1 <u>Pre-approval of Plans and Specifications</u>. Developer is prohibited from commencing work on any portion of the TUMF Improvements until all plans and specifications for the TUMF Improvements have been submitted to and approved by AGENCY. Approval by AGENCY shall not relieve Developer from ensuring that all TUMF Improvements conform with all other requirements and standards set forth in this Agreement.

2.2 <u>Permits and Notices</u>. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the TUMF Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer.



2.3 <u>Public Works Requirements</u>. In order to insure that the TUMF Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, AGENCY, Developer shall comply with all of the following requirements with respect to the construction of the TUMF Improvements:

(a) Developer shall obtain bids for the construction of the TUMF Improvements, in conformance with the standard procedures and requirements of AGENCY _ with respect to its public works projects, or in a manner which is approved by the Public Works Department.

(b) The contract or contracts for the construction of the TUMF Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the TUMF Improvements.

(c) Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities/counties and as required by the procedures and standards of AGENCY with respect to the construction of its public works projects or as otherwise directed by the Public Works Department.

(d) All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the TUMF Improvements which they will construct in conformance with AGENCY's standard procedures and requirements.

(e) Developer and all such contractors shall comply with such other requirements relating to the construction of the TUMF Improvements which AGENCY may impose by written notification delivered to Developer and each such contractor at any time, either prior to the receipt of bids by Developer for the construction of the TUMF Improvements, or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof.

Developer shall provide proof to AGENCY, at such intervals and in such form as AGENCY may require that the foregoing requirements have been satisfied as to the TUMF Improvements.

2.4 <u>Quality of Work; Compliance With Laws and Codes</u>. The construction plans and specifications for the TUMF Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The TUMF Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with AGENCY, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 <u>Standard of Performance</u>. Developer and its contractors, if any, shall perform all work required, constructing the TUMF Improvements in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and maintains that it or its contractors -3-



shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2.6 <u>Alterations to TUMF Improvements</u>. All work shall be done and the TUMF Improvements completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation it is determined that the public interest requires alterations in the TUMF Improvements, Developer shall undertake such design and construction changes as may be reasonably required by AGENCY. Any and all alterations in the plans and specifications and the TUMF Improvements to be completed may be accomplished without first giving prior notice thereof to Developer's surety for this Agreement.

2.7 <u>Assignment of Work Product</u>. Developer will assign all rights to work product under the contracts for the design of the TUMF Improvements to the AGENCY.

3.0 <u>Maintenance of TUMF Improvements</u>. AGENCY shall not be responsible or liable for the maintenance or care of the TUMF Improvements until AGENCY approves and accepts them. AGENCY shall exercise no control over the TUMF Improvements until accepted. Any use by any person of the TUMF Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to AGENCY's acceptance of the TUMF Improvements. Developer shall maintain all of the TUMF Improvements in a state of good repair until they are completed by Developer and approved and accepted by AGENCY, and until the security for the performance of this Agreement is released. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by AGENCY. If Developer fails to properly prosecute its maintenance obligation under this section, AGENCY may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. AGENCY shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the TUMF Improvements or their condition prior to acceptance.

4.0 <u>Fees and Charges</u>. Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of the construction of the TUMF Improvements, including, but not limited to, all plan check, design review, engineering, inspection, sewer treatment connection fees, and other service or impact fees established by AGENCY.

5.0 <u>AGENCY Inspection of TUMF Improvements</u>. Developer shall, at its sole cost, expense, and liability, and at all times during construction of the TUMF Improvements, maintain reasonable and safe facilities and provide safe access for inspection by AGENCY of the TUMF Improvements and areas where construction of the TUMF Improvements is occurring or will occur.

6.0 <u>Liens</u>. Upon the expiration of the time for the recording of claims of liens as prescribed by Sections 8412 and 8414 of the Civil Code with respect to the TUMF Improvements, Developer shall provide to AGENCY such evidence or proof as AGENCY shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment to the construction of the TUMF Improvements, have been paid, and that no claims of liens have been recorded by or on



behalf of any such person, firm or corporation. Rather than await the expiration of the said time for the recording of claims of liens, Developer may elect to provide to AGENCY a title insurance policy or other security acceptable to AGENCY guaranteeing that no such claims of liens will be recorded or become a lien upon any of the Property.

7.0 Acceptance of TUMF Improvements; As-Built or Record Drawings. If the TUMF Improvements are properly completed by Developer and approved by AGENCY, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, AGENCY shall be authorized to accept the TUMF Improvements. AGENCY may, in its sole and absolute discretion, accept fully completed portions of the TUMF Improvements prior to such time as all of the TUMF Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the TUMF Improvements. Upon the total or partial acceptance of the TUMF Improvements by AGENCY, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted TUMF Improvements in accordance with California Civil Code sections 8182, 8184, 9204, and 9208 ("Notice of Completion"), at which time the accepted TUMF Improvements shall become the sole and exclusive property of AGENCY without any payment therefore. Notwithstanding the foregoing, AGENCY may not accept any TUMF Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the AGENCY for all such TUMF Improvements. The drawings shall be certified and shall reflect the condition of the TUMF Improvements as constructed, with all changes incorporated therein.

8.0 Warranty and Guarantee. Developer hereby warrants and guarantees all the TUMF Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the TUMF Improvements, for a period of one (1) year following completion of the work and acceptance by AGENCY ("Warranty"). During the Warranty, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the TUMF Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of AGENCY, and to the approval of AGENCY. All repairs, replacements, or reconstruction during the Warranty shall be at the sole cost, expense, and liability of Developer and its surety. As to any TUMF Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following AGENCY's acceptance of the repaired, replaced, or reconstructed TUMF Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any TUMF Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

9.0 <u>Administrative Costs</u>. If Developer fails to construct and install all or any part of the TUMF Improvements, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to AGENCY for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

10.0 Default; Notice; Remedies.



10.1 <u>Notice</u>. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if AGENCY determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, AGENCY may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, AGENCY may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon AGENCY's issuance of the Notice, Developer and its surety shall be liable to AGENCY for all costs of construction and installation of the TUMF Improvements and all other administrative costs or expenses as provided for in this Section 10.0 of this Agreement.

10.2 <u>Failure to Remedy; AGENCY Action</u>. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to AGENCY within the time frame contained in the Notice, AGENCY may complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. AGENCY's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the TUMF Improvements at the time of AGENCY's demand for performance. In the event AGENCY elects to complete or arrange for completion of the remaining work and the TUMF Improvements, AGENCY may require all work by Developer or its surety to cease in order to allow adequate coordination by AGENCY.

10.3 <u>Other Remedies</u>. No action by AGENCY pursuant to this Section 10.0 <u>et seq</u>. of this Agreement shall prohibit AGENCY from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. AGENCY may exercise its rights and remedies independently or cumulatively, and AGENCY may pursue inconsistent remedies. AGENCY may institute an action for damages, injunctive relief, or specific performance.

11.0 <u>Security; Surety Bonds</u>. Prior to the commencement of any work on the TUMF Improvements, Developer or its contractor shall provide AGENCY with surety bonds in the amounts and under the terms set forth below ("Security"). The amount of the Security shall be based on the estimated actual costs to construct the TUMF Improvements, as determined by AGENCY after Developer has awarded a contract for construction of the TUMF Improvements to the lowest responsive and responsible bidder in accordance with this Agreement ("Estimated Costs"). If AGENCY determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer or its contractor shall adjust the Security in the amount requested by AGENCY. Developer's compliance with this Section 11.0 <u>et seq</u>. of this Agreement shall in no way limit or modify Developer's indemnification obligation provided in Section 12.0 of this Agreement.





11.1 <u>Performance Bond</u>. To guarantee the faithful performance of the TUMF Improvements and all the provisions of this Agreement, to protect AGENCY if Developer is in default as set forth in Section 10.0 <u>et seq</u>. of this Agreement, and to secure the one-year guarantee and warranty of the TUMF Improvements, Developer or its contractor shall provide AGENCY a faithful performance bond in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The AGENCY may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the TUMF Improvements are accepted by AGENCY, provided that Developer is not in default on any provision of this Agreement and the total remaining security is not less than one hundred percent (100%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period, or any extension thereof as provided in Section 11.0 of this Agreement, provided that Developer is not in default on any provision of this Agreement.

11.2 <u>Labor & Material Bond</u>. To secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the TUMF Improvements and this Agreement, Developer or its contractor shall provide AGENCY a labor and materials bond in an amount which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this section may be released by written authorization of AGENCY after six (6) months from the date AGENCY accepts the TUMF Improvements. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which AGENCY is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of AGENCY's anticipated administrative and legal expenses arising out of such claims.

11.3 <u>Additional Requirements</u>. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of at least "A" and FSC-VIII, shall be licensed to do business in California, and shall be satisfactory to AGENCY. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer, its contractor or the surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by AGENCY in enforcing the obligations of this Agreement. Developer, its contractor and the surety shall stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the TUMF Improvements, or the plans and specifications for the TUMF Improvements shall in any way affect its obligation on the Security.

11.4 <u>Evidence and Incorporation of Security</u>. Evidence of the Security shall be provided on the forms set forth in <u>Exhibit "B"</u>, unless other forms are deemed acceptable by the AGENCY, and when such forms are completed to the satisfaction of AGENCY, the forms and evidence of the Security shall be attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference.

12.0 <u>Indemnification</u>. Developer shall defend, indemnify, and hold harmless AGENCY, the Western Riverside Council of Governments (WRCOG), their elected officials, board members, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the TUMF Improvements or their condition



prior to AGENCY's approval and acceptance of the TUMF Improvements ("Claims"). This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of AGENCY, WRCOG, their elected officials, board members, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of AGENCY as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by AGENCY, WRCOG, their elected officials, board members, employees, or agents.

13.0 Insurance.

13.1 <u>Types: Amounts</u>. Developer shall procure and maintain, and shall require its contractors to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit.

13.1.1 <u>General Liability</u>. Occurrence form general liability insurance at least as broad as Insurance Services Office Form CG 00 01, or equivalent form, with an occurance limit of Two Million Dollars (\$2,000,000) and aggregate limit of Four Million Dollars (\$4,000,000) for bodily injury, personal injury, and property damage.

13.1.2 <u>Business Automobile Liability</u>. Business automobile liability insurance at least as broad as Insurance Services Office Form CA 00 01 (coverage symbol 1 - any auto), or equivalent form, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

13.1.3 <u>Workers' Compensation</u>. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, at all times during which insured retains employees.

13.1.4 <u>Professional Liability</u>. For any consultant or other professional who will engineer or design the TUMF Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars (\$2,000,000) per occurrence, shall be procured and maintained for a period of five (5) years following completion of the TUMF Improvements. Such insurance shall be endorsed to include contractual liability.

13.2 <u>Deductibles</u>. Any deductibles or self-insured retentions must be declared to and approved by AGENCY. At the option of AGENCY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AGENCY, its elected officials, officers, employees, agents, and volunteers; or (b) Developer and its contractors shall provide a financial



guarantee satisfactory to AGENCY guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

13.3 <u>Additional Insured; Separation of Insureds</u>. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name AGENCY, WRCOG, their elected officials, board members, officers, employees, and agents as additional insureds with respect to work performed by or on behalf of Developer or its contractors, including any materials, parts, or equipment furnished in connection therewith. For Required Insurance provided by Developer's contractors, WRCOG shall be added as an additional insured using ISO CG 2038 or an exact equivalent. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents.

13.4 <u>Primary Insurance; Waiver of Subrogation</u>. The Required Insurance, except for the professional liability and workers' compensation insurance shall be primary with respect to any insurance or self-insurance programs covering AGENCY, WRCOG, their elected officials, board members, officers, employees, or agents. The Required Insurance, except for the professional liability insurance, shall provide that the insurance company waives all right of recovery by way of subrogation against AGENCY and WRCOG in connection with any damage or harm covered by such policy.

13.5 <u>Certificates</u>; Verification. Developer and its contractors shall furnish AGENCY with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by AGENCY before work pursuant to this Agreement can begin. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.6 <u>Term; Cancellation Notice</u>. Developer and its contractors shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to AGENCY. If such notice of cancellation endorsements are unavailable, Developer shall provide such thirty (30) days' written notice of cancellation.

13.7 <u>Insurer Rating</u>. Unless approved in writing by AGENCY, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

14.0 TUMF Credit.

14.1 <u>Developer's TUMF Obligation</u>. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to AGENCY _ pursuant to Ordinance No. 1091 as part of the TUMF Program is Ten Million Four Hundred Twenty Five Thousand Seven Hundred and Seventy Five Dollars (\$10,425,775.00) ("TUMF Obligation"). This TUMF Obligation shall be initially determined under the TUMF fee schedule in effect for the



AGENCY at the time the Developer submits a building permit application for the TUMF Improvement. Notwithstanding, this TUMF Obligation does not have to be paid until the Certificate of Occupancy is obtained.

14.2 <u>Fee Adjustments</u>. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop AGENCY from adjusting the TUMF in accordance with the provisions of Ordinance No. <u>1091</u>.

14.3 <u>Credit Offset Against TUMF Obligation</u>. Pursuant to Ordinance No. 1091 and in consideration for Developer's obligation under this Agreement for the delivery of TUMF Improvements, credit shall be applied by AGENCY to offset the TUMF Obligation ("Credit") subject to adjustment and reconciliation under Section 14.5 of this agreement. Developer hereby agrees that the amount of the Credit shall be applied after Developer has initiated the process of project delivery of TUMF Improvements to the lowest responsible bidder in accordance with this Agreement. Developer further agrees that the dollar amount of the Credit shall be equal to the lesser of: (A) the bid amount set forth in the contract awarded to the lowest responsible bidder, or (B) the unit cost assumptions for the TUMF Improvement in effect at the time of the contract award, as such assumptions are identified and determined in the most recent TUMF Nexus Study and the TUMF Administrative Plan adopted by WRCOG ("Unit Cost Assumptions"). The unit cost assumptions for the TUMF Improvements is currently estimated to be the sum of Six Million Three Hundred Ninety Thousand (\$6,390,000).

The bid amount and the Unit Cost Assumptions shall hereafter be collectively referred to as "Estimated Credit". At no time will the Credit exceed the Developer's TUMF Obligation. If the dollar amount of the Estimated Credit exceeds the dollar amount of the TUMF Obligation, Developer will be deemed to have completely satisfied its TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. If the dollar amount of the Estimated Credit is less than the dollar amount of the TUMF Obligation, the Developer agrees the Credit shall be applied to offset the TUMF Obligation as follows:

(i) For residential units in the Project, the Credit shall be applied to all residential units to offset and/or satisfy the TUMF Obligation. The residential units for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to each unit, shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

(ii) For commercial and industrial structures in the Project, the Credit shall be applied to all commercial and industrial development to offset and/or satisfy the TUMF Obligation. The commercial or industrial structure(s) for which the TUMF Obligation has been offset and/or satisfied by use of the Credit, and the amount of offset applicable to such structure(s), shall be identified in the notice provided to the Developer by AGENCY pursuant to this section.

AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section, including how the Credit is applied to offset the TUMF Obligation as described above.

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14.4 <u>Verified Cost of the TUMF Improvements</u>. Upon recordation of the Notice of Completion for the TUMF Improvements and acceptance of the TUMF Improvements by AGENCY, Developer shall submit to the AGENCY Public Works Director the information set forth in the attached <u>Exhibit "C"</u>. The AGENCY Public Works Director, or his or her designee, shall use the information provided by Developer to calculate the total actual costs incurred by Developer in delivering the TUMF Improvements covered under this Agreement ("Verified Costs"). The AGENCY Public Works Director will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

14.5 <u>Reconciliation; Final Credit Offset Against TUMF Obligation</u>. The Developer is aware of and accepts the fact that Credits are speculative and conceptual in nature. The actual amount of Credit that shall be applied by AGENCY to offset the TUMF Obligation shall be equal to the lesser of: (A) the Verified Costs or (B) Unit Cost Assumptions for the TUMF Improvements as determined in accordance with Section 14.3 of this Agreement ("Actual Credit"). No Actual Credit will be awarded until the Verified Costs are determined through the reconciliation process. Please be advised that while a Developer may use an engineer's estimates in order to estimate Credits for project planning purposes, the Actual Credit awarded will <u>only</u> be determined by the reconciliation process.

(a) <u>TUMF Balance</u>. If the dollar amount of the Actual Credit is less than the dollar amount of the TUMF Obligation, the AGENCY Public Works Director shall provide written notice to Developer of the amount of the difference owed ("TUMF Balance") and Developer shall pay the TUMF Balance in accordance with Ordinance No. 1091 to fully satisfy the TUMF Obligation.

(b) <u>TUMF Reimbursement.</u> If the dollar amount of the Actual Credit exceeds the TUMF Obligation, Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may apply for a reimbursement agreement, to the extent applicable, as provided in Section 14.6 of this Agreement. AGENCY shall provide Developer written notice of the determinations that AGENCY makes pursuant to this section.

(c) <u>TUMF Overpayment.</u> If the dollar amount of the Actual Credit exceeds the Estimated Credit, but is less than the TUMF Obligation, but the Actual Credit plus additional monies collected by AGENCY from Developer for the TUMF Obligation exceed the TUMF Obligation ("TUMF Overpayment"), Developer will be deemed to have fully satisfied the TUMF Obligation for the Project and may be entitled to a refund. The AGENCY's Public Works Director shall provide written notice to WRCOG and the Developer of the amount of the TUMF Overpayment and AGENCY shall direct WRCOG to refund the Developer in accordance with Ordinance No. 1091.

14.6 <u>Reimbursement Agreement</u>. If authorized under either Section 14.3 or Section 14.5 Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the Actual Credit exceeds the TUMF Obligation, as determined pursuant to Section 14.3 of this Agreement, Ordinance No. 1091 and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement Agreement"). If AGENCY and WRCOG agree to a Reimbursement Agreement with Developer, the Reimbursement Agreement shall be executed on the form set forth in Exhibit



"D," and shall contain the terms and conditions set forth therein. The Parties agree that the Reimbursement Agreement shall be subject to all terms and conditions of this Agreement, and that upon execution, an executed copy of the Reimbursement Agreement shall be attached hereto and shall be incorporated herein as a material part of this Agreement as though fully set forth herein.

15.0 Miscellaneous.

15.1 <u>Assignment</u>. Developer may, as set forth herein, assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"). Developer and such purchaser and assignee ("Assignee") shall provide to AGENCY such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this Section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with AGENCY in a form reasonably acceptable to AGENCY, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 14.0 et seq. of this Agreement, and (2) that Assignee shall be bound by all applicable provisions of this Agreement.

15.2 <u>Relationship Between the Parties</u>. The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between or among AGENCY. WRCOG and Developer. Developer's contractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of AGENCY. This Agreement shall be interpreted and administered in a manner consistent with the TUMF Administrative Plan in effect at the time this Agreement is executed.

15.3 <u>Warranty as to Property Ownership; Authority to Enter Agreement</u>. Developer hereby warrants that it owns fee title to the Property and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

15.4 <u>Prohibited Interests</u>. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, AGENCY shall have the right to rescind this Agreement without liability.

15.5 <u>Notices</u>. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To AGENCY:	City of Beaumont
	Attn: City Manager, City Clerk
	550 E. 6 th Street



Beaumont, CA 92223 Fax No. (951) 769-8526

To Developer: Pardee Homes Attn: Mike Taylor, Jeff Chambers 1250 Corona Pointe Court, Suite 600 Corona, CA 92879 Fax No. (951) 428-4410

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

15.6 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

15.7 <u>Construction; References; Captions</u>. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to AGENCY include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15.8 <u>Amendment; Modification</u>. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

15.9 <u>Termination</u>. This Agreement shall terminate 10 years after the Effective Date, unless extended in writing by the Parties. In addition, this Agreement shall terminate 5 years after the Effective Date in the event that the TUMF Improvements as specified in the Credit Agreement is not commenced within 5 years of the Effective Date..

15.9.1 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15.9.2 <u>Binding Effect</u>. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.



15.9.3 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.9.4 <u>Invalidity</u>; <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

15.9.5 <u>Consent to Jurisdiction and Venue</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

15.9.6 <u>Time is of the Essence</u>. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

15.9.7 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

15.9.8 <u>Entire Agreement</u>. This Agreement contains the entire agreement between AGENCY and Developer and supersedes any prior oral or written statements or agreements between AGENCY and Developer.

[SIGNATURES OF PARTIES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER: PARDEE HOMES

By: _____

Its: _____

ATTEST:

By:	:	
Its:		

AGENCY: CITY OF BEAUMONT

By:		
Its:		

ATTEST:

By:	 	
Its:		



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[ATTACH BEHIND THIS PAGE]

EXHIBIT A-1

EXHIBIT "B"

FORMS FOR SECURITY

[ATTACHED BEHIND THIS PAGE]

BOND NO. _____ INITIAL PREMIUM: _____ SUBJECT TO RENEWAL

PERFORMANCE BOND

WHEREAS, the City of Beaumont ("AGENCY") has executed an agreement with Pardee Homes (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter the "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain TUMF Improvement and Credit/Reimbursement Agreement dated ______, (hereinafter the "Agreement"); and

WHEREAS, the Agreement is hereby referred to and incorporated herein by this reference; and

WHEREAS, Developer or its contractor is required by the Agreement to provide a good and sufficient bond for performance of the Agreement, and to guarantee and warranty the Work constructed thereunder.

NOW, THEREFORE, we the undersigned, City of Beaumont, as Principal and Pardee Homes, a corporation organized and existing under the laws of the State of California and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY in the sum of Six Million Three Hundred Ninety Thousand (\$6,390,000), said sum being not less than one hundred percent (100%) of the total cost of the Work as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Developer and its contractors, or their 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, agreements, guarantees, and warranties in the Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless AGENCY, its officers, employees, and agents, as stipulated in the Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Agreement or to the Work to be performed thereunder or the specification 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.

IN WITNESS WHEREOF, we have hereto set our hands and seals this _____ day on _____, 20___.

Principal

By:

President

Surety

By: _____Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA COUNTY OF)
On, before me,	
, Date	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
the within instrument and acknowledged to me that	ence to be the person(s) whose name(s) is/are subscribed to he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of t.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
	Signature
	Signa ture of Notary Public
Though this section is optional, completing this informat	DPTIONAL tion can deter alteration of the document or fraudulent reattachment an unintended document.
Description of Attached Document Title of Type of Document:	Document Date: an Named Above:
Number of Pages: Signer(s) Other Th	an Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer –	Corporate Officer –
Title(s):	Title(s):
Partner - Limited General Atternay in Fact	Partner - Limited General Individual Atterney in Fact
 ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator 	 Individual Attorney in Fact Trustee Guardian or Conservator

Item No.13.

□ Other:	□ Other:
Signer is Representing:	Signer is Representing:
_	_
CERTIFICATE AS T	TO CORPORATE PRINCIPAL
of the corporation named as was then	, certify that I am the Secretary principal in the attached bond, that who signed the said bond on behalf of the principal of said corporation; that I know his nine; and that said bond was duly signed, sealed and n by authority of its governing Board.
(Corporate Seal)	Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

BOND NO. _ INITIAL PREMIUM:

SUBJECT TO RENEWAL

LABOR & MATERIAL BOND

WHEREAS, the City of Beaumont ("AGENCY") has executed an agreement with Pardee Homes (hereinafter "Developer"), requiring Developer to perform certain work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of street and transportation system improvements (hereinafter "Work");

WHEREAS, the Work to be performed by Developer is more particularly set forth in that certain Improvement and Credit / Reimbursement Agreement dated _______, (hereinafter the "Agreement"); and

WHEREAS, Developer or its contractor is required to furnish a bond in connection with the Agreement providing that if Developer or any of his or its contractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the provisions of 3248 of the California Civil Code, with respect to such work or labor, that the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we the undersigned, City of Beaumont, as Principal and Pardee Homes, a corporation organized and existing under the laws of the State of California and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the AGENCY and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the said Work, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said Work to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as aforesaid, the sum of Six Million Three Hundred Ninety Thousand (\$6,390,000), said sum being not less than 100% of the total amount payable by Developer under the terms of the Agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Developer or its contractors, or their heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein.



In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Sections 8024, 8400, 8402, 8404, 8430, 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Agreement or to the Work to be performed thereunder or the specification 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.

IN WITNESS WHEREOF, we have hereto set our hands and seals this _____ day on _____, 20___.

Principal

By: <u>President</u>

Surety

By:

Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA COUNTY OF))
On, before me,	
 Date	Here Insert Name and Title of the Officer
personally appeared	Name(s) of Signer(s)
the within instrument and acknowledged to me that he	e to be the person(s) whose name(s) is/are subscribed to e/she/they executed the same in his/her/their authorized the instrument the person(s), or the entity upon behalf of
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
	Signature
	Signa ture of Notary Public
Though this section is optional, completing this information	FIONAL or can deter alteration of the document or fraudulent reattachment or unintended document.
Description of Attached Document Title of Type of Document: Number of Pages: Signer(s) Other Than	Document Date: Named Above:
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
Corporate Officer – Title(s):	Corporate Officer – Title(s):
□ Partner - □ Limited□ General	Partner - Limited General
 Individual Attorney in Fact Trustee Guardian or Conservator 	 ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator

Item I	No.	13.
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□ Other:	□ Other:	
Signer is Representing:	Signer is Representing:	
	_	

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ___ ____, certify that I am the _____ Secretary principal of the corporation named in the attached bond, that as _____ who signed the said bond on behalf of the principal ______ of said corporation; that I know his was then signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing Board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

EXHIBIT "C"

DOCUMENTATION TO BE PROVIDED TO AGENCY BY DEVELOPER FOR DETERMINATION OF CONSTRUCTION COSTS

To assist AGENCY in determining the Construction Costs for a completed TUMF Improvement, Developer shall provide the following documents to AGENCY:

1. Plans, specifications and Developer's civil engineer's cost estimate;

2. List of bidders from whom bids were requested;

3. Construction schedules and progress reports;

4. Contracts, insurance certificates and change orders with each contractor or vendor;

5. Invoices received from all vendors;

6. Canceled checks for payments made to contractors and vendors (copy both front and back of canceled checks);

7. Spreadsheet showing total costs incurred in and related to the construction of each TUMF Improvement and the check number for each item of cost and invoice;

8. Final lien releases from each contractor and vendor; and

9. Such further documentation as may be reasonably required by AGENCY to evidence the completion of construction and the payment of each item of cost and invoice.

EXHIBIT "D"

REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this dav , 20___, by and between the [INSERT "City" OR "County"] of of [**INSERT "a California municipal corporation" FOR CITY OR "a subdivision of of California" FOR COUNTY**] ("AGENCY"), the State and a California [**INSERT TYPE OF ENTITY - corporation, partnership, sole proprietorship or other legal entity**], with its principal place of business at [**ENTER ADDRESS**] ("Developer"). AGENCY and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, AGENCY and Developer are parties to an agreement dated ______, 20___, entitled "Improvement and Credit Agreement - Transportation Uniform Mitigation Fee Program" (hereinafter "Credit Agreement");

WHEREAS, Sections 14.1 through 14.3 of the Credit Agreement provide that Developer is obligated to pay AGENCY the TUMF Obligation, as defined therein, but shall receive credit to offset the TUMF Obligation if Developer constructs and AGENCY accepts the TUMF Improvements in accordance with the Credit Agreement;

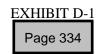
WHEREAS, Section 14.5 of the Credit Agreement provides that if the dollar amount of the credit to which Developer is entitled under the Credit Agreement exceeds the dollar amount of the TUMF Obligation, Developer may apply to AGENCY and WRCOG for a reimbursement agreement for the amount by which the credit exceeds the TUMF Obligation;

WHEREAS, Section 14.5 additionally provides that a reimbursement agreement executed pursuant to the Credit Agreement (i) shall be executed on the form attached to the Credit Agreement, (ii) shall contain the terms and conditions set forth therein, (iii) shall be subject to all terms and conditions of the Credit Agreement, and (iv) shall be attached upon execution to the Credit Agreement and incorporated therein as a material part of the Credit Agreement as though fully set forth therein; and

WHEREAS, AGENCY and WRCOG have consented to execute a reimbursement agreement with Developer pursuant to the Credit Agreement, <u>(insert appropriate reference for city or county</u>), and the TUMF Administrative Plan adopted by WRCOG.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

20323.00004\30163105.2



TERMS

1.0 <u>Incorporation of Recitals</u>. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2.0 <u>Effectiveness</u>. This Agreement shall not be effective unless and until the Credit Agreement is effective and in full force in accordance with its terms.

3.0 <u>Definitions</u>. Terms not otherwise expressly defined in this Agreement, shall have the meaning and intent set forth in the Credit Agreement.

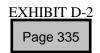
4.0 Amount of Reimbursement. Subject to the terms, conditions, and limitations set forth in this Agreement, the Parties hereby agree that Developer is entitled to receive the dollar amount by which the Actual Credit exceeds the dollar amount of the TUMF Obligation as determined pursuant to the Credit Agreement, (insert appropriate reference for city or county), and the TUMF Administrative Plan adopted by WRCOG ("Reimbursement"). The Reimbursement shall be subject to verification by WRCOG. AGENCY and Developer shall provide any and all documentation reasonably necessary for WRCOG to verify the amount of the Reimbursement. The Reimbursement shall be in an amount not exceeding [INSERT DOLLAR AMOUNT] ("Reimbursement Amount"). AGENCY shall be responsible for obtaining the Reimbursement Amount from WRCOG and transmitting the Reimbursement Amount to the Developer. In no event shall the dollar amount of the Reimbursement exceed the difference between the dollar amount of all credit applied to offset the TUMF Obligation pursuant to Section 14.3, 14.4, and 14.5 of the Credit Agreement, and one hundred (100%) of the approved unit awarded, as such assumptions are identified and determined in the Nexus Study and the TUMF Administrative Plan adopted by WRCOG.

5.0 <u>Payment of Reimbursement; Funding Contingency</u>. The payment of the Reimbursement Amount shall be subject to the following conditions:

5.1 Developer shall have no right to receive payment of the Reimbursement unless and until (i) the TUMF Improvements are completed and accepted by AGENCY in accordance with the Credit Agreement, (ii) the TUMF Improvements are scheduled for funding pursuant to the five-year Transportation Improvement Program adopted annually by WRCOG, (iii) WRCOG has funds available and appropriated for payment of the Reimbursement amount.

5.2 Developer shall not be entitled to any interest or other cost adjustment for any delay between the time when the dollar amount of the Reimbursement is determined and the time when payment of the Reimbursement is made to Developer by WRCOG through AGENCY.

6.0 <u>Affirmation of Credit Agreement</u>. AGENCY and Developer represent and warrant to each other that there have been no written or oral modifications or amendments of the Credit Agreement, except by this Agreement. AGENCY and Developer ratify and reaffirm each and every one of their respective rights and obligations arising under the Credit Agreement. AGENCY and Developer represent and warrant that the Credit Agreement is currently an effective, valid, and binding obligation.



7.0 <u>Incorporation Into Credit Agreement</u>. Upon execution of this Agreement, an executed original of this Agreement shall be attached as Exhibit "D" to the Credit Agreement and shall be incorporated therein as a material part of the Credit Agreement as though fully set forth therein.

8.0 <u>Terms of Credit Agreement Controlling</u>. Each Party hereby affirms that all provisions of the Credit Agreement are in full force and effect and shall govern the actions of the Parties under this Agreement as though fully set forth herein and made specifically applicable hereto, including without limitation, the following sections of the Credit Agreement: Sections 10.0 through 10.3, Section 12.0, Sections 13.0 through 13.7, Sections 14.0 through <u>14.6</u>, and Sections 15.0 through 15.17.

[SIGNATURES OF PARTIES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

	("Developer")
	By:
	Its:
ATTEST:	
By:	
Its:	
	[INSERT "City" OR "County") of
	By:
	Its:
ATTEST:	
Ву:	
Its:	



EXHIBIT "E"

TUMF CREDIT / REIMBURSEMENT ELIGIBILITY PROCESS

1. Prior to the construction of any TUMF Improvement, Developer shall follow the steps listed below:

(a) Prepare a separate bid package for the TUMF Improvements.

(b) The plans, cost estimate, specifications and contract document shall require all contractors to pay prevailing wages and to comply with applicable provisions of the Labor Code, Government Code, and Public Contract Code relating to Public Works Projects.

(c) Bids shall be obtained and processed in accordance with the formal public works bidding requirements of the AGENCY.

(d) The contract(s) for the construction of TUMF Improvements shall be awarded to the lowest responsible bidder(s) for the construction of such facilities in accordance with the AGENCY's requirements and guidelines.

(e) Contractor(s) shall be required to provide proof of insurance coverage throughout the duration of the construction.

2. Prior to the determination and application of any Credit pursuant to a TUMF Improvement and Credit Agreement executed between AGENCY and Developer ("Agreement"), Developer shall provide the AGENCY and WRCOG with the following:

(a) Copies of all information listed under Item 1 above.

(b) Surety Bond, Letter of Credit, or other form of security permitted under the Agreement and acceptable to the AGENCY and WRCOG, guaranteeing the construction of all applicable TUMF Improvements.

3. Prior to the AGENCY's acceptance of any completed TUMF Improvement, and in order to initiate the construction cost verification process, the Developer shall comply with the requirements as set forth in Sections 7, 14.2 and 14.3 of the Agreement, and the following conditions shall also be satisfied:

(a) Developer shall have completed the construction of all TUMF Improvements in accordance with the approved Plans and Specifications.

(b) Developer shall have satisfied the AGENCY's inspection punch list.

(c) After final inspection and approval of the completed TUMF Improvements, the AGENCY shall have provided the Developer a final inspection release letter.

(d) AGENCY shall have filed a Notice of Completion with respect to the TUMF Improvements pursuant to Section 3093 of the Civil Code with the County Recorder's Office, and provided a copy of filed Notice of Completion to WRCOG.

(e) Developer shall have provided AGENCY a copy of the As-Built plans for the TUMF Improvements.

(f) Developer shall have provided AGENCY copies of all permits or agreements that may have been required by various resource/regulatory agencies for construction, operation and maintenance of any TUMF Improvements.

(g) Developer shall have submitted a documentation package to the AGENCY to determine the final cost of the TUMF Improvements, which shall include at a minimum, the following documents related to the TUMF Improvements:

(i) Plans, specifications, and Developer's Civil Engineer's cost estimates; or Engineer's Report showing the cost estimates.

(ii) Contracts/agreements, insurance certificates and change orders with each vendor or contractor.

(iii) Invoices from all vendors and service providers.

(iv) Copies of cancelled checks, front and back, for payments made to contractors, vendors and service providers.

(v) Final lien releases from each contractor and vendor (unconditional waiver and release).

(vi) Certified contract workers payroll for AGENCY verification of compliance with prevailing wages.

(vii) A total cost summary, in spreadsheet format (MS Excel is preferred) and on disk, showing a breakdown of the total costs incurred. The summary should include for each item claimed the check number, cost, invoice numbers, and name of payee. See attached sample for details. [



Staff Report

SUBJECT:	Request for Direction on Preparing a Shopping Cart Ordinance
DATE	February 4, 2020
FROM:	Christina Taylor, Community Development Director
то:	Mayor, and City Council Members

Background and Analysis:

The City of Beaumont Community Enhancement officers and City maintenance crews regularly address the issue of abandoned shopping carts. Community Enhancement as well as other City departments work together to remove and store these carts until the owners can be reached to retrieve them. Currently, City staff spends 2-3 hours per week picking up abandoned shopping carts, with an average of 5 -10 carts per week. When approximately 80 carts have been collected, City staff makes contacts with their various resources to have the carts removed from the yard. From July – September 2019, staff picked up 78 abandoned shopping carts, the bulk of which were from Food 4 Less and Stater Bros.

Aside from staff time, some of the concerns staff has with abandoned shopping carts include:

- 1. Increasing number of discarded shopping carts located significant distances from retailers,
- 2. Shopping carts stripped of identifiers and ownership information.
- 3. Length of time for a cart to be removed by a retrieval company or other entity,
- 4. Retailers of the carts located outside of City jurisdiction, and
- 5. Retailers do not have a retrieval system in place.

State regulations allow for cities to establish regulations governing shopping carts. Two of the State regulations below speak to cost recovery and disposal of unclaimed carts:

State regulation Business & Profession Code: BPC 22435.7(f) – A city, county, or city and county may fine the owner of a shopping cart in an amount not to exceed fifty dollars (\$50) for each occurrence in excess of three during a specified six-month period for failure to retrieve shopping carts in accordance



with this section. An occurrence includes all shopping carts impounded accordance with this section in a one-day period.

State regulation Business & Profession Code: BPC 22435.7(g) – Any shopping cart not reclaimed from the city, county or city and county within 30-days of receipt of a notice of violation by the owner of the shopping cart may be sold or otherwise disposed of by the entity in possession of the shopping cart.

There are many viable options that can assist with cost recovery, staff time and storage of property. City staff has researched how other cities have addressed shopping cart issues and many cities have developed shopping cart ordinances. Some of the issues which can be addressed through a shopping cart ordinance are:

- 1. Require during planning and permitting stages carts offered for use by a retailer must provide a containment and immediate retrieval method,
- 2. Requirement to install locking mechanisms on the carts,
- 3. Require the posting on retailer properties that removal of a cart from the premises is deemed theft with a desire to prosecute,
- 4. Require businesses to participate in a cart retrieval plan by requiring each to submit documentation of their contracted provider of choice or proposal and implementation plan of another retrieval strategy, and
- 5. Require that carts be properly identified by having permanently affixed cart identification (*as required by state law*).

Fiscal Impact:

Cost of staff time to research and prepare this report is approximately \$600.

Recommended Action:

Provide staff direction on preparing a shopping cart ordinance.



Staff Report

TO: Mayor, and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE February 4, 2020

SUBJECT: Provide Direction to Staff on Establishing a Temporary Moratorium Prohibiting Tire Sales and Tire Repair Establishments

Background and Analysis:

The City is in the process of completing the general plan update. As part of this process, goals and policies are being revised, a downtown specific plan and zoning consistency analysis and update is also being prepared. Through the general plan update, downtown specific plan and zoning analysis, staff has determined that there are some uses that do not support the intent of the current goals and policies and may conflict with potential land use changes as part of the update process.

The current zoning code does not expressly address tire sales in the zoning matrix, however the definitions under Section 17.14.030 include tire sales under "vehicle repair garage" and "vehicle service. The full definitions for both are provided below.

Vehicle Repair Garage. Any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this Zoning Code. "Motor vehicle repair garage" shall be construed broadly to include the place where the following types of commonly-known garage or shop activities occur: tune-up and muffler work, parts and <u>tire sales and installation</u>, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. "Motor vehicle repair garage" shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or *tire* retreading or recapping.



Vehicle, Service. A business establishment primarily engaged in the retail sale of vehicle fuel station and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the <u>sale of tires</u>, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; non-mechanical car-washing, polishing, and waxing; and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

Previous requests for tire sales and/or tire repair uses were allowed under vehicle repair or service or standard retail sales. However, tire sales and tire repair typically generate noise impacts, aesthetic concerns, fire safety issues and ongoing or frequent outdoor displays. Due to the over-concentration of tire sales and tire repair businesses within the City of Beaumont, particularly in the downtown area, staff is requesting City Council direction on whether to establish a temporary moratorium in order to allow staff adequate time to amend the zoning code to list these uses specifically, determine if a conditional use permit should be required, and create development standards to address impacts associated with tire sales and tire repair uses.

The proliferation of tire sales and tire repair establishments do not support the intent of the current goals and polices of the existing general plan that include:

- Community Development Goal 3 The City of Beaumont will maintain and, where appropriate, expand the City's commercial base.
 - Community Development Element Policy 12 The City of Beaumont will continue to promote the development of larger, more efficient, commercial retail centers as opposed to "strip commercial" along the City's traffic corridors.
- Community Development Goal 4 The City of Beaumont will promote the expansion of industrial and other employment generating land uses.
 - Community Development Element Policy 15 The City of Beaumont will continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base.
 - Community Development Element Policy 16 The City of Beaumont will encourage the continued expansion of the City's industrial districts to accommodate economic development and growth.



- Community Development Element Policy 17 The City of Beaumont will promote the development of modern and attractive business activities that will enhance the City's economic well-being.
- Safety Goal 6 The City of Beaumont will strive to control the adverse effects of noise in the environment.
 - Safety Element Policy 24 The City of Beaumont will protect public health and welfare by eliminating existing noise problems and by prevent significant degradation of the future acoustic environment.
 - Safety Element Policy 25 The City of Beaumont will incorporate noise considerations into land use planning decisions.

There are approximately 12 business licenses for tire sales and tire repair businesses, eight (8) of which are in the downtown. In the draft downtown specific plan, the central city will include a mile of use areas. The draft downtown specific plan is proposing tire sales as a permitted use in the Sixth Street Corridor area, which has four (4) existing tire businesses. There are an additional four (4) existing tire businesses currently operating in other downtowns areas where, in the future, they will not be a permitted use and will become non-conforming if the downtown specific plan is adopted as currently proposed.

In an effort to maintain consistency with the current and future goals, policies and land uses, and allow time to address safety impacts, staff would like time to evaluate tire related uses to ensure that future development will be cited appropriately and developed with appropriate standards in place.

Fiscal Impact:

Staff time to prepare this report and legal counsel consultation is approximately \$500.

Recommended Action:

Provide direction to staff on establishing a temporary moratorium prohibiting tire sales and tire repair establishments.



Staff Report

TO: Mayor, and City Council Members

FROM: Elizabeth Gibbs, Director of Community Services

DATE February 4, 2020

SUBJECT: Opposition Letter – SunLine Transit Agency Proposed Commuter Link Route 10

Background and Analysis:

On November 7, 2019, SunLine Transit Agency (SunLine) announced to the Transportation Now (T-Now) committee that they had completed a new draft schedule for their Commuter Link 220, which provides service from Palm Desert to the Riverside Metrolink Station, with stops at Casino Morongo and Beaumont Walmart (Attachment A).

On November 12, 2019, SunLine held a community meeting at the Beaumont Civic Center and presented a proposed new commuter link route with service from the Coachella Valley to California State University San Bernardino's (CSUSB) main campus in San Bernardino, with a stop at Beaumont Walmart (Attachment B).

SunLine presented their proposal as follows:

Current Service

- Three (3) eastbound and three (3) westbound trips from Coachella Valley to Riverside,
- FY 19 ridership was 13,561 passenger trips,

Proposed Service

- Four (4) eastbound and four (4) westbound trips from Coachella Valley to San Bernardino, and
- Target passengers are CSUSB students.

Following the community meeting, City staff contacted SunLine staff and requested a meeting to discuss the proposed route to gain more information about future service; however, no response was received.

On January 9, 2020, SunLine staff emailed a draft support letter for their grant application for a solar microgrid to hydrogen transit project. In the letter, they introduced a new Commuter Link Route 10 bus service from Indio to San Bernardino, with stops at Beaumont Walmart and the San Bernardino Transit Center (SBTC) (Attachment C). It should be noted that the letter lacked any information on connectivity for passengers within the San Gorgonio Pass area, but rather, highlighted the multiple connections available to passengers from the SBTC.

Beaumont staff received a phone call from Riverside County Transportation Commission (RCTC) on January 10, 2020, discussing SunLine's proposed support letter. At that time, City staff notified RCTC that Beaumont opposed SunLine's new route as presented because it duplicated an already existing service via Beaumont's Commuter Link 120. At this time, it is unclear whether RCTC intends to fund the new route.

SunLine Objectives

On January 17, 2020, SunLine's staff provided a PowerPoint presentation with specific details on the proposed route, including potential time points, with a tentative starting date of May 4, 2020 (Attachment D).

There are two key elements listed in their objectives for this new route that should be highlighted:

- <u>Connectivity</u> Connect residents of Coachella Valley to PASS transit and Riverside Transit Agency (RTA) and key destinations such as Cabazon, Riverside University Health Center, Veterans Administration (VA) Hospital and other destinations served by PASS transit and RTA; and
- (2) The CSUSB University pass program and College of the Desert pass program entitles students and faculty to use all SunLine fixed route services at no cost, with a valid ID.

Objective No. 1 Analysis

Staff created a matrix of possible connections for SunLine passengers at Beaumont Walmart, using the most corresponding timepoints between the routes, and no more than a 30-minute layover.



SUNLINE ROUTE 10 - WESTBOUND

SunLine 10	Beaumont 120	Beaumont 125	RTA 31	RTA 31
Arrives Walmart	Departs W		/almart	
	Service to Calimesa and SBTC	Service to Calimesa, Redlands Kaiser, and Loma Linda VA Hospital	Service to Moreno Valley**	Service to SJ/Hemet
7:05 AM	7:25 AM		7:13 AM*	
9:00 AM			9:07 AM*	
2:10 PM			2:14 PM*	
4:10 PM			4:17 PM*	

*NOTE: Passengers have 4 to 8 minutes to connect with RTA

**NOTE: RTA's stop is located on the southside of 2nd St. across from Farmer Boys

SUNLINE ROUTE 10 - EASTBOUND***

SunLine 10	Beaumont 120	RTA 31	RTA 31
Arrives Walmart	Departs Walmart		
	Service to Casino Morongo	Service to Moreno Valley**	Service to SJ/Hemet
9:55 AM	10:00 AM	9:56 AM*	
12:55 PM		1:02 PM	
4:55 PM		5:20 PM	4:56 PM*
6:55 PM	6:55 PM	7:11 PM	6:58 PM*

*NOTE: Passengers have 1 to 3 minutes to connect with RTA

**NOTE: RTA's stop is located on the southside of 2nd St. across from Farmer Boys

***Beaumont 125 was eliminated from the eastbound analysis due to the direction of travel back to Redlands

It should be noted that Beaumont Commuter Link 120 has twelve (12) service loops per day, Commuter Link 125 has seven (7) per day, RTA's service to Moreno Valley has sixteen (16) per day, and RTA's service to San Jacinto/Hemet has sixteen (16) service loops per day.

Objective No. 2 Analysis

SunLine's Haul Pass program provides college students free unlimited access to SunLine's public transit network, including the proposed Commuter Link Route 10. Although this free service is subsidized by California's Low Carbon Transit Operations Program, much like Beaumont's Free Fare Program in 2018, their objective is to improve students' access to the valley's colleges and universities with the program.



Conversely, Beaumont's Commuter Link routes have a \$3.50 fare for general passengers each way and would be at a severe disadvantage to compete with SunLine's free service under the Haul Pass program.

Summary

SunLine's Commuter Link Route 10, as proposed, is a duplication of service and will not connect Coachella Valley passengers with Beaumont Transit. The Transportation Development Act of 1971 clearly states:

PUC §99280 – Adding or Extending Routes

"The establishment of new routes, or the extension of existing routes, outside the boundaries of an included municipal operator, but within the reserved service area, as defined in this section, shall not be permitted where the operation or establishment of such routes will compete with or divert patronage from a route of the transit district as of the date the transit district is given the notice hereinafter required."

PUC §99281

"The transit district may operate or establish new routes or extend existing routes in all or part of the area outside a municipal operator, except where the operation or establishment of that service will compete with or divert patronage from an existing service of any included municipal operator or service in a reserved service area under Section 99280."

Furthermore, the proposed route will promote a free alternative to CSUSB students already using Beaumont's commuter link service, resulting in a reduction of passenger trips, and ultimately jeopardizing Beaumont's ability to meet the mandated farebox recovery ratio.

Finally, SunLine has not provided sufficient data to warrant any support of a stop in Beaumont and therefore, strong opposition of this route, as presented, is necessary (Attachment E). However, should SunLine redesign the new route to bypass Beaumont, staff would certainly recommend supporting the new route in the interest of promoting public transportation throughout the region.

Fiscal Impact:

Cost to prepare this report and the attached opposition letter is estimated to be \$3,150.



Recommended Action:

Approve the opposition letter and authorize the Mayor to execute on behalf of the City of Beaumont.

Attachments:

- A. Current SunLine Commuter Link 220
- B. SunLine Community Meeting Handout
- C. SunLine Requested Support Letter (Draft)
- D. PowerPoint sent by SunLine
- E. Beaumont Opposition Letter (Draft)

COMMUTER LINK 220

(AM times are in PLAIN, PM times are in BOLD. Times are approximate.) WESTBOUND / HACIA EL OESTE

Palm Desert to Riverside

Town Center & Hahn	Monterey & Market Place	Varner & Harry Oliver	Casino Morongo	2nd & Commerce
1	2	3	4	5
5:45	5:55	6:00	6:35	6:50
8:00	8:10	8:19	8:54	9:11
3:20	3:30	3:41	4:19	4:38

	WEEKDAY ONLY / ENTRE SEMANA SOLAMENTE
1	(Horarios AM estanen la fuente normal. Horarios PM estan en OBSCLIPO - Los tiennes con enverimados.)

(Horarios AM estanen la fuente normal. Horarios PM estan en OBSC

Varner

3

10:16

7:56

9:16

Harry Oliver

Casino

4

9:42

7:24

8:42

Morongo

Item No.16.

Town Center

Hahn

1

10:31

8:11

9:31

 Fir & Stonebridge	Moreno Valley Mall	UCR Lot 30 & Canyon Crest	Riverside Downtown Metrolink Station
6	7	8	9
7:12	7:27	7:50	8:00
9:36	9:50	10:04	10:15
5:03	5:17	5:34	5:45

EASTBOUND / HACIA EL ESTE **Riverside to Palm Desert**

Monterey

2

10:19

7:59

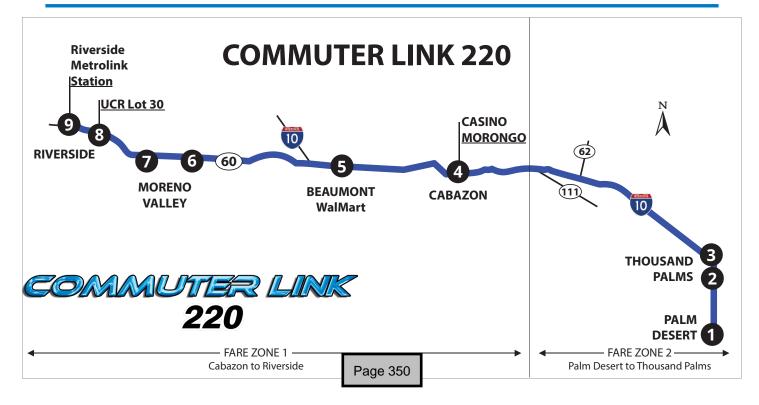
9:19

Market Place

Riverside Downtown Metrolink	UCR Lot 30 & Canyon Crest	Moreno Valley Mall	Fir & Stonebridge	2nd & Commerce
9	8	7	6	5
8:15	8:29	8:47	9:01	9:24
5:55	6:12	6:29	6:43	7:05
7:15	7:29	7:47	8:01	8:25

NOTE This regional service does NOT operate on weekends and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

NOTA Este servicio regional NO opera los fines de semana y en los siguientes días festivios: Día de Año Nuevo, Día Conmemorativo, Día de Independencia, Día Laboral, Día de Gracia y Día de Navidad.



Public Hearing Rules

All meeting attendees will be asked to sign in at the meeting sign-in table before entering, to check the appropriate box if you request to speak, and to note the name of the group if they are speaking on behalf of a group.

- Please turn off all cell phones or set them to vibrate.
- Please be advised that everyone has three (3) minutes to speak.
- Please have respect, courtesy, and patience for everyone as they speak.
- Please help maintain an atmosphere where everyone feels comfortable and welcome, regardless of his or her position on the changes being recommended.
- Please do not interrupt anyone while they are speaking.
- Please do not display any signs or banners in the meeting room.
- Please refrain from addressing the audience or asking for audience participation.
- Please provide your comments/suggestions by mail and/or telephone at 760-343-3451, or email at <u>planning@sunline.org</u>. All comments must be provided by Friday, November 22, 2019.

Reglas de Audiencia Pública

Se pedirá a todos los asistentes a la reunión que se registren en la mesa de inicio de sesión antes de ingresar, que marquen la casilla correspondiente si desean testificar y que anoten el nombre del grupo si están testificando en nombre de un grupo.

- Por favor, apague todos los teléfonos celulares o configúrelos para que vibren.
- Tenga en cuenta que cada persona tendrá hasta tres minutos para hacer comentarios.
- Por favor tenga respeto, cortesía y paciencia para todos mientras hablan.
- Ayúdenos a mantener un ambiente en el que todos se sientan cómodos y bienvenidos, independientemente de su posición respecto de los cambios recomendados.
- Por favor no interrumpa a nadie mientras están hablando.
- Por favor, no muestre carteles o propaganda en la sala de reuniones.
- Por favor absténgase de dirigirse a la audiencia o solicite la participación de la audiencia
- Proporcione sus comentarios / sugerencias por correo y / o teléfono al 760-343-3451, o correo electrónico a <u>planning@sunline.org</u>. Todos los comentarios deben de ser recibidos a mas tardar el viernes 22 de Noviembre del 2019.



Proposed Changes to Route 220

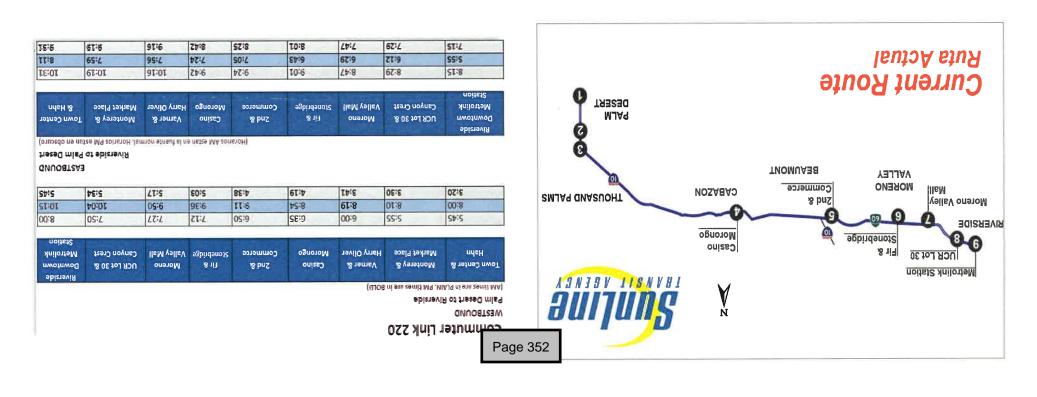
Connecting the Coachella Valley to San Bernardino

Cambios propuestos a la Ruta 220

Conectando Coachella Valley a San Bernardino

Page 351

www.sunline.org



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a	INO	69.	LS3	MA.

Indio to San Bernardino (AM times are in PLAIN, PM times are in BOLD)

MetroLink	sndweg	themleW	CSUSB-PD	Flower
San Bernardino	CSUSB Main	fromusea		- 8 III WH

STIS	55:5	OT	3:25	3:00
STIE	5:22	2:10	SZIT	1:00
50:0T	57:6	00:6	ST:8	05:2
07:8	05:7	SO:L	9:50	SS:S

ONUO8T2A3

.

00:8

San Bernardino to Indio

05:7

(nucleon and estan en la fuente normal. Horarios PM estan en obscuro)

\$\$:9

Flower Hwy 111 &	C2USB-PD	snomusa themleW	campus cantas Main	San Bernardino MetroLink
11:00	10:40	SS:6	01:6	54:8
5:00	T:40	15:52	12:10	SPITT
00-9	00.2	22.4	01-0	3.45

01:9

AT.+

57:5

Chi



INSTRUCTIONS

- 1. Please review, edit to your liking, sign, delete this header, and email the letter on your business letterhead to Brittney B. Sowell at <u>bsowell@sunline.org</u> by end of day Tuesday, January 14.
- 2. Any questions? Please call Brittney B. Sowell at 760-343-3456 ext. 1103. Thank you for supporting SunLine Transit Agency's efforts to apply for funding under CalSTA's Transit and Intercity Rail Capital Program.

January 2, 2020

California State Transportation Agency (CalSTA) 915 Capitol Mall, Suite 350B Sacramento, CA 95814

RE: Transit and Intercity Rail Capital Program (TIRCP)

To whom it may concern:

On behalf of <u>Insert name of agency</u>, I would like to offer this letter of support for Sunline Transit Agency's "Solar Microgrid to Hydrogen Project" Transit and Intercity Rail Capital Program (TIRCP) grant application. The entire State of California, if not the world, stands to benefit from this innovative and pioneering project of harnessing solar energy to produce hydrogen fuel and storing electricity onsite to charge electric buses when fleets are available for service at night. This project is a critical component of implementing California Air Resources Board's (CARB) Innovative Clean Transit (ICT) mandate of introducing zero-emission buses. SunLine is poised to accomplish this goal by 2030, in ten years.

Additionally, introduction of the new CommuterLink Route 10 bus service between Indio and San Bernardino, fueled by this Solar Microgrid will connect residents of Coachella Valley to San Bernardino Valley, specifically to San Bernardino Transit Center (SBTC)/Metrolink Station, a regional multimodal transit hub and California State University San Bernardino (CSUSB). This broader scope to reduce greenhouse gas (GHG) emissions across southern California and the expansion of zero-emission fleets would provide a safe, clean and reliable transit interconnectivity for the region's residents while simultaneously increasing transit ridership, reducing greenhouse gases and congestion. Currently, there is no viable public transportation option from Coachella Valley to access regional educational, medical, employment and entertainment centers in the San Bernardino Valley, western Riverside County, and Los Angeles and Orange counties. This service will establish a convenient one seat public transit option to SBTC/Metrolink Station and CSUSB transit hubs, two currently unserved regional destinations and multimodal transit hubs.

With the new CommuterLink Route 10, residents of the Coachella Valley will be able to connect to Metrolink train service to Los Angeles and Orange counties, sbX Bus Rapid Transit (BRT) service to VA Hospital and Loma Linda University Medical Center, Route 200 express bus service to Orange County/Disneyland via downtown Riverside, Galleria Mall at Tyler and La Sierra Metrolink Station utilizing the high occupancy toll lanes. Additionally, it will provide multiple transit connections to local bus routes serving the San Bernardino Valley and transit connections to Victor Valley and the San Bernardino mountains. Lastly, the improvements to SunLine local Routes 20, 80, 81, 91 and 111 will benefit low-



income, disadvantaged communities in Indio, Mecca, and Thermal and it will improve access to this CommuterLink service.

SunLine Transit Agency is a leader in alternative fuel technologies and we stand to benefit from this project to accomplish our collective goal of reducing greenhouse gas emissions, increasing transit ridership, enhancing transit/rail interconnectivity and improving safety through interconnectivity at established multimodal hubs.

We strongly support this inspirational and pioneering project and the funding request to implement it. The GHG benefits and the technical knowhow that would result from this project will benefit the entire transit industry, it is immeasurable and it will help create a path for transit agencies in California and regulatory bodies alike to implement CARB's ICT mandate. I hope you will join our agency in supporting their grant application. If you have any questions regarding our support, please feel free to contact me at (XXX) XXX-XXXX.

Sincerely,

Name, Title Agency Name

Item No.16.



CommuterLink Route 10

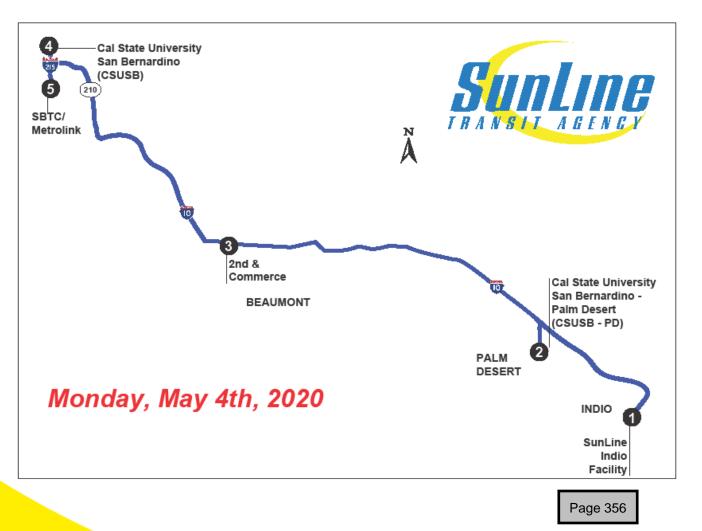
a product of Rethink

Draft To City of Beaumont

January 17, 2020



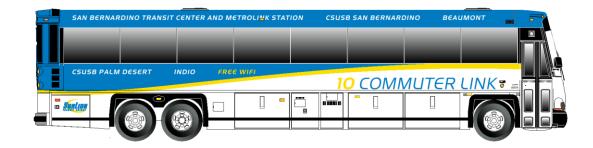
Five bus stops, a 92mile trip



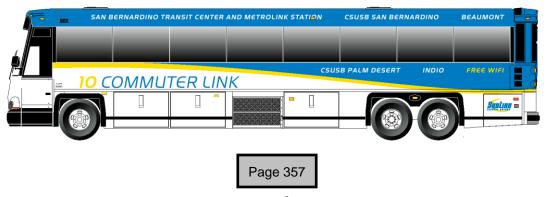
- 1. Indio Hwy 111 & Flower
- 2. CSUSB PD
- Beaumont at 2nd Street
 Commerce (Walmart)
- 4. CSUSB main campus in San Bernardino
- 5. San Bernardino Transit Center (SBTC) and Metrolink Station

Bus Branding (Draft)

Item No.16.







Draft

Item No.16.

Draft Schedule under development

Draft schedule under development

WESTBOUND					EASTBOUND				
Indio to San Be	rnardino				San Bernardino to Indio				
Hwy 111 & Flower	CSUSB-PD	Beaumont Walmart	CSUSB Main Campus	San Bernardino MetroLink	San Bernardino MetroLink	CSUSB Main Campus	Beaumont Walmart	CSUSB-PD	Hwy 111 & Flower
Time	25	45	45	20	Time	25	45	45	20
5:55:00 AM	6:20:00 AM	7:05:00 AM	7:50:00 AM	8:10:00 AM	8:45:00 AM	9:10:00 AM	9:55:00 AM	10:40:00 AM	11:00:00 AM
7:50:00 AM	8:15:00 AM	9:00:00 AM	9:45:00 AM	10:05:00 AM	11:45:00 AM	12:10:00 PM	12:55:00 PM	1:40:00 PM	2:00:00 PM
1:00:00 PM	1:25:00 PM	2:10:00 PM	2:55:00 PM	3:15:00 PM	3:45:00 PM	4:10:00 PM	4:55:00 PM	5:40:00 PM	6:00:00 PM
3:00:00 PM	3:25:00 PM	4:10:00 PM	4:55:00 PM	5:15:00 PM	5:45:00 PM	6:10:00 PM	6:55:00 PM	7:40:00 PM	8:00:00 PM
		÷.	*	*	<u> </u>		*	*	*

Soft timepoint provided for passenger convenience only, not a time-point. Buses will leave earlier than the times noted because of the unpredictable freeway travel times. For actual bus arrival time projections, log on to...

Reverse commute trips



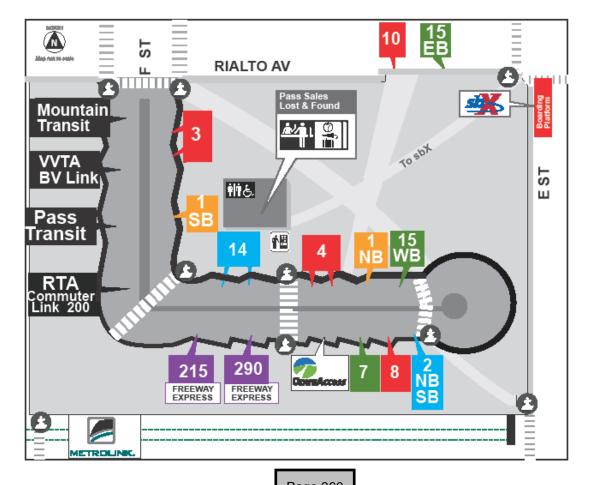
Draft

Fare, operating and marketing objectives

- 1. Connect residents of Coachella Valley to SBTC/Metrolink (more than twice the number of trains serving the Riverside station) (see graph, next page)
- 2. Connectivity Connect residents of Coachella Valley to PASS transit and RTA and key destinations such as Cabazon, Riverside University Health Center, VA Hospital and other destinations served by PASS transit and RTA
- 3. Connect residents of PASS area, San Jacinto, Hemet and Moreno Valley to Cal State and UCR Palm Desert campuses
- 4. \$6 Base/\$4 S&D (same as 220 without zones)
- 5. The CSUSB University Pass program and College of the Desert pass program entitles students and faculty to use all SunLine fixed route services at no cost, with a valid ID
- 6. Eliminate transfer penalties, top-ups, negotiate reciprocal transfer agreements to make transit user-friendly and attractive



San Bernardino Transit Center (SBCTA)/Metrolink ^{Item No. 16.} Station (actual stop location TBD)



Page 360

Draft



Fare, operating and marketing details

- Three-bike bike rack
- Standees are not allowed
- Install bus stop signs



Item No.16.

Marketing Plan

- Route and bus branding underway
- Bus stop sign design underway
- "Coming soon" brochure under development
- Printed and e-information brochures under development
- CSUSB, Metrolink, Omnitrans, IE Commuter, Stakeholders
- During CSUSB school-off promotions



Interagency operating/reciprocal agreements

- Omnitrans New agreement
- Metrolink New agreement
- RTA Update agreement (transfers with 31/discontinue 220)
- PASS Transit New agreement
- VVTA Do not need an agreement?
- MATA Do not need an agreement?





January 29, 2020

Sunline Transit Agency 32505 Harry Oliver Trail Thousand Palms, CA 92276

Re: Opposition Letter - Proposed Commuter Link Route 10

Dear Sunline Transit Agency:

The City of Beaumont is writing to express strong opposition to Sunline Transit Agency's Commuter Link Route 10 as presented. The proposed route will connect passengers from the Coachella Valley area to Cal State San Bernardino's (CSUSB) main campus, with stops in Beaumont and the San Bernardino Transit Center (SBTC).

It is Beaumont's position that the Commuter Link Route 10 is a duplication of service and will adversely affect Beaumont's farebox recovery ratio of the already established service between Beaumont and SBTC via Beaumont's Commuter Link 120.

The Transportation Development Act of 1971 clearly states:

PUC §99280 – Adding or Extending Routes

"The establishment of new routes, or the extension of existing routes, outside the boundaries of an included municipal operator, but within the reserved service area, as defined in this section, shall not be permitted where the operation or establishment of such routes will compete with or divert patronage from a route of the transit district as of the date the transit district is given the notice hereinafter required."

PUC §99281

"The transit district may operate or establish new routes or extend existing routes in all or part of the area outside a municipal operator, except where the operation or establishment of that service will compete with or divert patronage from an existing service of any included municipal operator or service in a reserved service area under Section 99280."

Sunline's proposed Commuter Link Route 10, as identified, is already being met by Beaumont Transit, specifically from Beaumont Walmart to the SBTC. Furthermore, from SBTC, passengers can connect to the Omni Trans SBX service, which operates every 10 minutes, and brings passengers directly onto the CSUSB campus. To duplicate existing service from Beaumont to San Bernardino would be an unwarranted use of finite resources.

Page 364



Conversely, there have been many conversations of a need for service from the Pass area to the Coachella Valley. The City of Beaumont proposes that Sunline utilize resources to fill an unmet need of this nature rather than duplicating and jeopardizing an already established service.

Sincerely,

Rey Santos Mayor



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE February 4, 2020

SUBJECT: Authorize the City Manager to Execute Additional Reimbursable Letters of Agreement with the California Highway Patrol Not to Exceed \$50,000 for the SR-60/Potrero Boulevard Interchange Phase I Project for Services Associated with Traffic Control

Background and Analysis:

December 2017, City Council awarded a construction contract to Ortiz Enterprises, Inc. for the Phase 1 and 1A construction of the Potrero Boulevard Interchange (Project). Throughout construction of the Project additional traffic control and lane closures were required in cooperation with the California Highway Patrol (CHP).

January 2018, the City entered into an agreement with the CHP in order to provide traffic control and lane closure assistance (see Attachment A). The original agreement was for the remainder of FY 17/18 for a total not to exceed \$50,000. As additional traffic assistance has been warranted, two additional reimbursable letters of agreement are needed to complete the Project. Each reimbursable letter of agreement will similarly not exceed \$50,000. One reimbursable letter of agreement is needed to ratify services already provided and costs incurred. The second reimbursable letter of agreement will be for any remaining invoices to close out the Project. CHP services must provided by the City as part of its traffic control plan required for the project.

Fiscal Impact:

There is sufficient funding remaining within the project budget to ratify the payment for FY 18/19 for services already provided, as well as the reimbursable letter of agreement requested to close the project out. The cost to prepare this staff report is estimated at \$350.



Recommended Action:

City Council authorize the City Manager to execute additional reimbursable letters of Agreement with the California Highway Patrol in an amount not to exceed \$50,000 each for the SR-60/Potrero Boulevard Interchange Phase I Project.

Attachments:

- A. Reimbursable Letter of Agreement with California Highway Patrol for FY17/18
- B. Reimbursable Letter of Agreement with California Highway Patrol for FY18/19
- C. Reimbursable Letter of Agreement with California Highway Patrol for FY19/20

-

of	AGREEMENT, Reimbursable Services Control Log # R-18-655-0003 made and entered into this 27th day June , 2018 , by and between the State of California, acting by and through the Department of California ray Patrol, hereinafter called CHP, and City of Beaumont, hereinafter called
WOF REQ	RK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND UESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.
1.	Reimbursable services are to be provided when reference Image: traffic control reference Image: security services reference Image: vehicle inspections Image: other details for required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Image: vehicle inspections
	"SR-60/Potrero Blvd. Interchange Project"
2.	The term of this Agreement will be 07/01/2018 to 6/30/19
3.	The CHP coordinator shall be Sgt. Randy Costelow, telephone number (951) 769-2000
4.	In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5.	City of Beaumont agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP hamless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants. City of Beaumont agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. City of Beaumont city of Beaumont against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. City of Beaumont shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from City of Beaumont City of Beaumont shall reimburse the CHP
6.	No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7.	When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8.	City of Beaumont agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9.	If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, City of Beaumont agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. City of Beaumont will not be charged for cancellations made more than 24 hours prior to the scheduled assignment. For the scheduled assignment.
10.	City of Beaumont agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

ency

CHP 465 (Rev. 1-18) OPI 071

Item No.17.

11. _____ City of Beaumont ______ agrees that if cancellation is made within 24 hours prior t _______ scheduled assignment and the CHP employee is notified of such cancellation, ______ City of Beaumont ______ will only be charged a short notice cancellation fee of \$50.00 per

assigned CHP uniformed employee.

- 12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
- 13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
- 14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
- 15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
- 16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and <u>City of Beaumont</u> will be charged at the current sergeant's pay. In the event of a rate agrees to pay the increase rate.
- 17. In consideration for the above services and upon receipt of an itemized invoice,

 City of Beaumont
 agrees to reimburse the CHP for the actual costs incurred at the City of Beaumont

 time services are provided. Rate charged to
 City of Beaumont
 shall in no event

 exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:
 Shall in no event

Sergeant:	hrs.	0	\$	\$
Officer.	260.00 hrs.	0	\$ 90.45	\$ 23,517.00
Vehicle mileage:	1,500 miles	0	\$ 0.84	\$ 1,260.00
Motorcycle mileage:	miles	0	\$	\$
Other expenses:			· · · ·	\$
• s	ι			

Total estimated cost:

\$ 24,777.00

Note: If total estimated cost exceeds \$50,000, a CHP 465 CAN NOT be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. COLLECTION OF ADVANCE DEPOSIT FOR A MOTION PICTURE/FILM.

A form of advance deposit shall be required before services can be performed. The advance deposit shall be made by the requesting party and hand delivered directly to the Statewide Film Media Relations Officer (FMRO) or to the on-scene command officer in-charge will approve, complete a CHP 230, Transmittal Record, and forward the advance deposit to FMS, RSU.

a. Amount of deposit collected: \$

b. Check number:

- c. Cash receipt number:
- d. Federal Tax Identification Number:

C

WITNESSETH: By and in consideration of the cove City of Beaumont	nants and conditions herein contained, and the CHP do hereby agree to the above terms and cor	iditions.
STATE OF CALIFORNIA	REQUESTOR'S NAME	
Department of California Highway Patrol	\bigcirc	
06/27/2018	In	6129/18
Commander Signature Date	Signature	Date
R. A. MENDEZ, Lieutenant	Todd Parton	
Printed Name	Printed Name	
Acting Commander, San Gorgonio Pass Area	City Manager	
Title	Title	
655	550 E. 6th Street	
Location Code	Address	
	Beaumont CA	92223
For use by City/County Clerk, if applicable	City. State	Zip Code
	(951) 769-8520	
Approved as to form by Date	Telephone Number	

STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL REIMBURSABLE LETTER OF AGREEMENT CHP 465 (Rev. 1-18) OPI 071

of	AGREEMENT, Reimbursable Services Control Log # R-19-655-0031 made and entered into this 1st day July , 2019 , by and between the State of California, acting by and through the Department of California way Patrol, hereinafter called CHP, and City of Beaumont , hereinafter called CHP, and City of Beaumont
	RK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND QUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.
ୀ.	Reimbursable services are to be provided when I traffic control security services vehicle inspections
	are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the SR-60/Potrero Blvd, Interchange Project
2,	The term of this Agreement will be07/01/2019 toto
3.	The CHP coordinator shall be Officer E. Nunez , telephone number (951) 769-2000
4.	In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5.	City of Beaumont agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants. City of Beaumont agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. City of Beaumont Shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from City of Beaumont thereunder. City of Beaumont shall reimburse the CHP
6.	No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7.	When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8.	City of Beaumont agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
	If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, City of Beaumont agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift, City of Beaumont will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
	City of Beaumont agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

An Internation Page 371

CHP 465 (Rev. 1-18) OPI 071

11. <u>City of Beaumont</u> agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, <u>City of Beaumont</u> will only be charged a short notice cancellation fee of \$50.00 per

assigned CHP uniformed employee.

12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.

13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.

- 14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
- 15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
- 16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and City of Beaumont will be charged at the current sergeant's pay. In the event of a rate.

increase, _____ City of Beaumont _____ agrees to pay the increase rate.

17. In consideration for the above services and upon receipt of an itemized invoice,

<u>City of Beaumont</u> agrees to reimburse the CHP for the actual costs incurred at the <u>City of Beaumont</u> shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:		`	hrs.	@	\$	\$
Officer.	2	260.00	_hrs.	@	\$ 97.43	\$ 25,331.80
Vehicle mileage:		1,500	miles	@ .	\$ 1.04	\$ 1,560.00
Motorcycle mileage:	с. -		miles	0	\$	\$
Other expenses:		·	•			\$

Total estimated cost:

\$ 26,891.80

Note: If total estimated cost exceeds \$50,000, a CHP 465 CAN NOT be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. COLLECTION OF ADVANCE DEPOSIT FOR A MOTION PICTURE/FILM.

A form of advance deposit shall be required before services can be performed. The advance deposit shall be made by the requesting party and hand delivered directly to the Statewide Film Media Relations Officer (FMRO) or to the on-scene command officer in-charge will approve, complete a CHP 230, Transmittal Record, and forward the advance deposit to FMS, RSU.

a. Amount of deposit collected: \$

b. Check number:

- c. Cash receipt number:
- d. Federal Tax Identification Number:

An internation Page 372

WITNESSETH: By and in consideration of the covenants and conditions herein contained, City of Beaumont and the CHP do hereby agree to the above terms and conditions. City of Beaumont

late
2223
ip Code

REI	OF CALIFORNIA THENT OF CALIFORNIA HIGHWAY PATROL INSTRUCTION OF AGREEMENT 185 (Rev. 2-12) OPI 076					
of	AGREEMENT, Reimbursable Services Control Log # R-17-655-224 made and entered into this 6th day December , 2017, by and between the State of California, acting by and through the Department of California way Patrol, hereinafter called CHP, and City of Beaumont , hereinafter called City of Beaumont					
WO REG	RK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND QUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.					
1.	Reimbursable services are to be provided when fraffic control security services vehicle inspections other details for Special Detail are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the					
	are required, the CHP agrees to provide unnormed personnel with notoroyoles and/or perior vehicles to assist with the "SR-60/Potrero Blvd. Interchange Project"					
2.	The term of this Agreement will be 01/01/2018 to 06/30/2018					
3.	The CHP coordinator shall be Sgt. Randy Costelow , telephone number (951) 769-2000					
· 4 .	In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.					
5.	City of Beaumont agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or					
ø	property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants. City of Beamont agrees to defend all such claims, demands, suits, and actions					
ŝ	against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. City of Beaumont shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from City of Beaumont thereunder.					
6.	No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.					
7.	When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.					
8.	City of Beaumont agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.					
9 .	If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, City of Beaumont agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. City of Beaumont will not be charged for cancellations made more than 24 hours prior					
	to the scheduled assignment. City of Beaumont agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum					
10.	of four hours overtime will be charged for each assigned uniformed employee,					

11.					Item No.
	City of Beaum	ont a	grees th	nat if cancellation is	made within 24 hours prior to the
	scheduled assignment and the	CHP employee is notifi	ied of su	ich cancellation,	notice cancellation fee of \$50,00 per
	City of Beaum assigned CHP uniformed empk		vili oniy i	be charged a short	notice canicellation les of \$50,00 per
	•	-			to be an to free with the day "
2.	All cancellation notices to the C through Friday, excluding legal Area office.	HP must be made durin holidays. Cancellation	ig norma notices	al CHP business ho shall only be accep	urs of 8:00 a.m. to 5:00 p.m., Monday ted by the appropriate CHP Division or
	The CHP agrees to make reaso				
4.	No additional gifts, donation, or Department, informal squad fun	gratuities may be accepted acc	oted by (s).	the CHP employee:	s on their behalf or on the behalf of the
5.	The hours and miles indicated i charged. This includes travel b	n this Agreement are fo etween the CHP Divisio	r estima n/Area (te purposes only. A command and the s	Actual time and vehicle mileage will be ervice location.
6,	uniforms, private-owned safety statute. In the event an officer i City of Beaum	equipment, salaries, an is not available, a serge ont V	d benefi ant will i	its are governed by be assigned to worl harged at the currer	it sergeants pay. In the event of a rate
	increase, Cit	y of Beaumont		agrees to pay the	e increase rate.
7.	In consideration for the above s City of Beaum	ervices and upon receip ont	ot of an agrees f	itemized involce, o reimburse the Cl	IP for the actual costs incurred at the
	time and door are provided. Ba	te chamed to	•	City of Beaumont	shall in no event
	exceed the actual costs to the C	CHP to perform the requ	lested s	ervices. The follow	ing cost information is for estimate
	purposes only:				· · ·
	Sergeant:	hrs.	0	*	\$
	Officer.	265.00 hrs.	0	\$-90,45	\$ 23,969.25
24	Vehicle mileage:	1,500 miles	0	\$ 0.83	\$ 1,245.00
	Motorcycle mileage:	miles	0	\$	\$
	Other expenses:	8			.\$
					0
	Total estimated cost:	18 •			\$ 25,214.25
8:	If total estimated cost exceeds ed on a CHP 78R. Reimbursable ces Unit, for processing. (HPM 1	e Services Contract Red	AN NOI quest, a	The used. The rein nd forwarded to Bu	nbursable service request must be Islness Services Section, Contract
əte vic					
vic	Doument/Donooit A form of ad	nount of the estimate inc	licated	herein for an Agree	ervices can be performed. The CHP ment 29 days or less. For an Agreement
ric	Payment/Deposit, A form of ad	the estimate in the estimate i	licated	herein for an Agree	ervices can be performed. The CHP ment 29 days or less. For an Agreement
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vic 8.	Payment/Deposit, A form of ad command will collect the full an over 30 days and up to 12 mon a. Amount of deposit o b. Check number/purc c. Cash receipt number	nount of the estimate ind ths, 50 percent of the estimate ind collected: \$ chase order number:	dicated	herein for an Agree shall be collected.	ervices can be performed. The CHP ment 29 days or less. For an Agreement Chp465_1112.pd

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WITNESSETH: By and in consideration of the covenants an City of Beaumont and the	d conditions herein contained, CHP do hereby agree to the above	terms and conditions.
STATE OF CALIFORNIA	REQUESTOR'S NA	ME .
Department of California Highway Patrol		σ,
anamander Signature Dete	Signature	Date
. M. CLARK, Captain	Todd Parton	
rinted Name	Printed Name	
Commander, San Gorgonio Pass Area	City Manager	
le	The	
55	550 E. 6th Street	
costion Code	Address	
20	Beaumoat	CA 92223
Eor use by City/County Clerk II applicable	City	State Zip Code
	(951) 769-8520	
oproved as to form by Date	Telephone Number	
	±	

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Staff Report

TO: Mayor, and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE February 4, 2020

SUBJECT: Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Background and Analysis:

Reach 1

- The contractor continues to work three crews on pipe installation/ restoration pavement, directional drill at San Timoteo Creek, and pipe jacking.
- Approximately 66,242 linear feet of brine line has been installed to date.
- Contractor has requested 43 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment A).

<u>Reach 2</u>

- The contractor is focusing on the jack and bore for San Timoteo and Redlands as well as the connection to the Inland Empire Brine Line and the E Street Bridge connection.
- Approximately 49,595 linear feet of brine line has been installed to date.
- Contractor has requested 17 inclement weather days to date.
- The three week look ahead schedule is included as an attachment to this report (Attachment B).

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Approved Change Orders:

CO No.	Contractor	Description	Reason for Change	Amount
1 (Potrero CO 10)	Ortiz	Brine Line Improvements (Pre- Authorized)	Addition of 12" Brine Line During Construction	\$238,615.70
2 (Potrero CO 11)	Ortiz	Brine Line Improvements (Remaining Work) (Force Account)	Addition of 12" Brine Line During Construction	\$324,043.15 Not to Exceed but direct to Force Account
3	Weka, Inc.	Brine Line Improvements Potrero Boulevard – 4 th Street	Addition of 12" Brine Line During Construction	\$646,482.65
4	Weka, Inc.	County of Riverside Encroachment Permit Credit	City Paid Fee for Encroachment	(\$45,460.00)
5	5 Weka, Inc.		Brine Line Installation Requirements	\$110,394.90
6	Weka, Inc.	Changes and Modifications to Brine Line Installation on 4 th Street & Potrero Rd.	Drain Installation, Add Vent Line to MH, and 4 th Street Brine Line Changes	\$12,821.87
7	T.E. Roberts, Inc.	Unknown Utility Crossings and Associated Potholing	Additional Potholes Not on Plans	\$14,300.00
8 Weka, Inc.		Heartland Parkway and Potrero Boulevard Site Condition Restorations	Site Condition Changes	\$41,076.93
	Contingency Amount	Budget Amount	Change Orders 1-8	Remaining
		\$2,600,000.00	\$1,342,275.20	\$1,257,724.80

Permit fees accrued to date are:

Agency	Description	Amount
City of San Bernardino	Brine Line Encroachment Permit	\$682.50
Riverside County Tax Collection	Permit for Brine Line	\$2,000.00
Union Pacific Railroad (UPRR)	Pipeline Crossing Agreement & Encroachment Permit	\$98,655.00
San Bernardino Flood Control	Brine Line Encroachment Permit	\$9,539.00
San Bernardino Flood Control	408 Permit	\$59,489.00
City of Redlands	Plan Check Fees	\$2,500.00
City of Loma Linda	Plan Check Fee for Brine Line	\$13,000.00
SAWPA	Brine Line Encroachment Permit Deposit	\$20,000.00
County of San Bernardino	CEQA Environmental Filing Fee	\$50.00
Riverside County – Paid by Weka	Permit for Brine Lin – Supplemental Inspection Fee	\$45,460.00
California Department of Fish & Wildlife	1602 Permit	\$5,145.75
State Water Resources Control Board	401 WQC	\$24,197.00
Various Monitoring Required by EIR	Paid Hourly	\$250,000.00
Southern California Edison	Permit	\$6,951.84
Total		\$537,670.09

Brine Line	Budget Amount	Actual	Remaining
Design	\$2,082,357.37	\$1,764,461.94	\$317,895.44
Construction Management	\$3,436,471.38	\$2,431,737.45	\$1,004,733.93
Permit	\$508,240.25	\$278,131.09	\$230,109.16
Construction	\$31,884,226.35	\$25,482,062.63	\$6,402,163.72
Contingency	\$2,600,000.00	\$1,342,275.20	\$1,257,724.80
Total	\$40,511,295.35	\$31,298,668.31	\$9,212,627.05

The project accounting for the Brine Line Project is as follows:

Wastewater Treatment Plant Expansion/Renovation Project:

- Work Continues on the MBR/RO Startup (Critical Path), Fine Screens Canopy On Hold, Install Duct-bank 205, 103.2, 204 & 1 – Ongoing, EATON Switch Gear Testing – Ongoing, SCE Switch Gear Inspection – Feb, Submit Short Circuit Study - Ongoing, SKM Short Circuit Study Review - Feb, Install Frontier Ductbank – Ongoing, Fine Screens Install Misc. Metals – Ongoing, Fine Screens Touch Up Protective Coatings Inside Walls – Jan 28, Fine Screens Install Conveyors – Ongoing, MBR Metal Building Assembly – Ongoing, MBR Bldg. Install Exposed Electrical Conduits – Ongoing, MBR Bldg. Install Lighting & Devices – Ongoing, MBR Bldg. Install Cable Tray – Ongoing, MBR Bldg. Pull Wire Areas 1,2, & 3 – Ongoing, MBR Bldg. Install Electrical Equipment – Ongoing, MBR Bldg. Small Diameter Strut Supports Installation – Ongoing, MBR Bldg. Painting Interior Walls Control Room – Ongoing, MBR Bldg. Coat Above Ground Piping – Feb 3, MBR Bldg. Coat Doors and Frames – Feb, MBR Bldg. Install Handrails – Ongoing, MBR Bldg. Install Mud Valves/Guide Rails – Ongoing, MBR Bldg. MBR Air Scour Piping and Supports – Jan 27, Aeration Basin Install Air Piping and NPW – Ongoing, Aeration Basin Epoxy Coat Influent Box #1 – Jan 28, Aeration Basin Install Control Panels and Pull Wire – Jan 27, Chemical Tank Farm Install Duct Bank – Jan 30, Recycled Water Pump Station Paint AG Pipe – Jan 27, Storm Water Pump Station Coat Storm Water Pump Station – Jan 30, and Electrical Bldg. Pull Wire – Ongoing
- Upcoming pours include the North Aeration Duct Bank.
- Contractor has requested 41 inclement weather days to date and 51 days have been approved.
- Projected Phase 1 completion is May 2020.
- The three week look ahead schedule is attached for review (Attachment C).



Approved Change Orders:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)
3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Utilities	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site civil & Headworks SCADA Design Modifications	Design Change	\$59,167.49
8	Various Changes – Demolition, Piping Realignment, Material Change, and Electrical Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$6,067.00
9	Various Changes – Solids Handling Bldg. conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov- 18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes & Conflict with Construction	\$81,128.29



Item No.18.

WWTP Contingency	\$4,000,000.00	\$1,643,406.79	\$2,356,593.21
	Budget Amount	Change Orders 1- 13	Remaining
13	Plant Effluent Chemical Area Changes	Owner Requested Changes	\$404,821.33
12	RO-Sulfuric Acid Chemical Piping Material Change, Solids Feed Pump TE/TSH Thermocouple Elements, Solids Handling Bldg. Changes	Design Changes, Owner Requested Changes	\$91,417.26

The project accounting for the Waste Water Treatment Plant Project is as follows:

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,828.66	\$152,969.57
Construction Management	\$5,308,585.72	\$2,767,943.60	\$2,540,642.12
Equipment	\$252,906.00	\$253,362.91	(\$456.91)
Permits	\$324,776.76	\$81,936.25	\$242,840.51
Construction	\$53,910,737.00	\$28,407,822.57	\$25,502,914.43
Contingency	\$4,000,000.00	\$483,101.09	\$3,516,898.91
Total	\$66,506,803.71	\$34,550,995.08	\$31,955,808.63

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Recommended Action:

Receive and file the project updates.

Attachments:

- A. Brine Line Reach 1 3 Week Schedule
- B. Brine Line Reach 2 3 Week Schedule
- C. WWTP 3 Week Schedule

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MEMORANDUM

To: City of Beaumont

From: Townsend Public Affairs

Date: January 31, 2020

Subject: Monthly Report for the City of Beaumont — January 2020

State Legislative Update

The Legislature reconvened on January 6 for the second year of the 2019-2020 legislative session. Since then, lawmakers have been focused on introducing new legislation and meeting the January 31 house of origin deadline. Legislation that was introduced in 2019 that did not pass out of its house of origin by January 31 is now considered dead for the year. Legislators have until February 21 to introduced new legislation to be considered in 2020.

Lawmakers have also been busy analyzing the Governor's January Budget proposal. Trailer bill language is expected from the Administration in early February which will provide additional details about the Governor's budget proposals. After that, the Budget Subcommittees will begin their work on the Fiscal Year (FY) 2020-21 Budget to meet the June 15 deadline. The new budget bill will take effect on July 1, 2020.

Below is a list of upcoming legislative deadlines:

February 19: State of the State presented by Governor Newsom **February 21:** Last day for bills to be introduced **April 2:** Spring Recess begins

SB 50 Update

SB 50 (Wiener, D–San Francisco), the legislative vehicle for a major statewide housing initiative, failed to pass the Senate by the January 31 house of origin deadline and is now dead. However, after the final vote was tallied, Senate President Pro Tempore Atkins addressed the Senate and indicated that the Senate will continue to address this issue and work on "a housing production bill to help alleviate our housing crisis this year."

This is the second vote in as many days for SB 50. After the bill failed to garner 21 votes, Senator Wiener was granted reconsideration of the bill on January 30. The bill failed to pass yet again as Senators argued that the bill would not prevent displacement and gentrification, would fail to

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Federal Office • 600 Pennsylvania SE • Suite 207 • Washington, DC 20003 • Phone (202) 546-8696 • Fax (202) 546-4555

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Northern California Office - 300 Frank Ogawa Plaza • S

CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030

Item No.19.

produce enough affordable housing, the potential for development in high wildfire danger zones, and the negative impacts that this bill could have on communities across the State.

SB 50 failed to garner support from stakeholders after the Senator amended the bill on January 6. The amendments that were adopted were intended to provide additional *local flexibility* and *community preference*. Below is a summary of the adopted amendments:

Local Flexibility:

- A two-year delayed implementation date (January 1, 2023).
- SB 50 would allow for an alternative compliance for cities that have a plan certified by the State.
 - An alternative plan would need to be approved by the city, such as a housing element or zoning ordinance;
 - The alternative plan would need to accommodate a comparable amount of housing as would otherwise be authorized by SB 50;
 - The alternative plan would need to accommodate similar transportation efficiency;
 - The alternative plan would need to be consistent with fair housing findings.
- The idea behind the alternative compliance would be to allow local governments to be able to plan locally for growth in the areas that are best for the City, which may or may not be areas covered by SB 50.
- The alternative plans can be items that have already been adopted by local governments through previous planning efforts.
- The Departments of Housing and Community Development and the Office of Planning and Research (HCD/OPR) will be responsible for developing guidelines of what a local government would need to provide as part of an alternative plan.
- Local governments that choose not to pursue an alternative plan would be subject to the SB 50 provisions related to jobs-rich and transit-rich housing areas. Should a local government decide they would like to develop and submit an alternative plan at a later date, they are free to do so.

Community Preference:

• 40 percent of affordable units that are created pursuant to SB 50 would need to be made available (through lottery) to people who currently live within 0.5 miles of the project.

After SB 50 failed, Senator Wiener introduced two spot bills related to housing that may serve as legislative vehicles for broader housing proposals to be considered later this year. The first bill, SB 899, makes non-substantive changes to the Housing Density Bonus Law which requires cities and counties to provide developers with density bonuses if the project includes a certain amount of affordable housing units. The second bill, SB 902, would require cities and counties to disclose whether they are involved in a court action related to State housing law in their annual report to the State.

TPA will continue to monitor, advise, and advocate on behalf of the City as the Legislature continues to consider housing legislation in 2020.

Governor's January Budget Proposal

On January 10, the Governor released his January Budget Proposal for the FY 2020-21 State Budget. This marks the official beginning of the State Budget process.

The Governor's January Budget Proposal contains \$222.2 billion in proposed expenditures, \$153.1 billion of which would be from the State's General Fund. These proposed expenditures represent a 2.2 percent increase in spending over the budget that was adopted last year. The January Budget proposal includes a \$5.3 billion surplus for FY 2020-21, which is over \$1 billion lower than was projected by the Legislative Analyst's Office in November 2019. The Governor accounted for this difference due to the uncertainty of the federal approval of the Managed Care Organization (MCO) tax.

During his two and a half hour press conference, the Governor reinforced that his proposed budget makes a number of innovative investments, but does so in a way that acknowledges that the State's economy is seeing a slowing in its growth and could slip into a recession in the near future. As such, the Governor's budget proposal focuses largely on one-time spending items, in addition to investing in the State's Rainy-Day fund and other budget reserves. The proposed budget would increase the State's Rainy-Day fund to \$18 billion by the end of FY 2020-21 and would reach the constitutional 10 percent reserve cap in FY 2021-22.

During his press conference, the Governor touched on nearly all of the major items within his budget proposal; however, the main focus of his budget is education, housing, homelessness, and climate resiliency. Below is a summary of these major provisions:

Education: The Governor's January budget proposes \$84 billion in Proposition 98 funding for K-12 and community college districts, up approximately \$3.8 billion from the current fiscal year. The bulk of this increase focuses on continued efforts to strengthen underperforming schools, close achievement gaps, and improve student services in K-12 districts. Governor Newsom specifically highlighted efforts to improve funding for teacher recruitment and retention, which total \$900.1 million.

An additional \$100 million will be allocated to provide stipends for individuals who elect to teach at some of the state's most needy districts. Expansion of school meal programs, increased focus on STEM, and additional funding for school facilities are also among the increases outlined in the proposal.

Housing and Homeless: The Governor's budget contains \$750 million in one-time funding to establish the California Access to Housing and Services Fund, which would be administered by the Department of Social Services. This funding would be used to reduce homelessness by moving individuals and families to permanent housing and to increase the number of units available to those that are at risk of becoming homeless.

The budget proposes to disperse the funding through regional administrators that can provide short and long-term rental subsidies, make contributions to the development of units, and stabilize community facilities through capital projects and operating subsidies.

The Governor's budget also continues to build on the investments that were made in last year's budget to expand the amount of affordable housing that is produced in the State. Several of the major programs that were included as part of the FY 2019-20 State Budget, including funding for infill infrastructure and multi-family housing, are just now being made available through grant programs through the Department of Housing and Community Development. This year's budget proposal would increase state funding to help expedite the release of those funds, as well as



provide over \$6.8 billion in funding to over 25 different programs aimed at increasing the amount of housing in California.

The Governor's budget proposal also contains funding for the State to continue to assess and make recommendations to improve the Regional Housing Needs Assessment (RHNA) process. The Governor has directed the Department of Housing and Community Development to work with stakeholders to revamp the RHNA process by 2023. This aligns with the Governor's stated goal of working with the Legislature to expedite housing production, including making changes to local zoning and permitting processes and by adding predictability and reducing the cost of development fees.

Natural Resources/Climate Change Bond: The Governor's January budget proposal contains a new \$4.75 billion climate resiliency bond that the Governor proposes to be placed on the November 2020 ballot. The bond measure would provide funding to five major areas: Drinking Water, Flood, Drought (\$2.9B), Wildfire (\$750M), Sea Level Rise (\$500M), Extreme Heat (\$325M), and Community Resilience (\$250M). In addition to the new bond measure, the Governor's budget proposes \$1.7 billion in climate related investments in FY 2020-21 and \$12.4 billion in investments (including the bond) over the next five years.

Next Steps: In the coming weeks, the Senate and Assembly Budget Committee, and the various Budget Subcommittees, will conduct hearings to receive more detail about the various items within the Governor's budget proposal. Additionally, the committees will begin the process of determining legislative priorities for inclusion in the budget.

These hearings will continue for several months until the Governor releases his May Revise of the budget, which will contain updated revenue and expenditure figures, revised policy proposals, and incorporate certain legislative items. Once the May Revise is released, the Legislature will move swiftly to make final changes to the FY 2020-21 budget, which they will need to approve by June 15th.

Statewide Water Resilience Plan

On January 3, the California Natural Resources Agency, Environmental Protection Agency, and Department of Food and Agriculture released a draft water resilience portfolio to help the State address and respond more effectively to challenges such as droughts, floods, aging infrastructure, and rising temperatures. These agencies were directed to release this proposal to fulfill Governor Newsom's April 29 executive order that called for action to better secure the State's long-term water and ecosystem health.

The actions outlined in the draft proposal include more than 100 actionable recommendations divided into four broad categories. These actions aim to help regions build water resilience, improve water infrastructure, and protect natural ecosystems. The four categories are outlined below:

 Maintain and diversify water supplies: State government will continue to help regions reduce reliance on any one water source and diversify supplies to enable flexibility amidst changing conditions. Diversification will look different in each region based on available water resources, but the combined effect will strengthen resilience and reduce pressure on river systems.



- **Protect and enhance natural ecosystems:** State leadership is essential to restore the environmental health of key river systems to sustain fish and wildlife. This requires effective standard-setting, continued investments, and more adaptive, holistic environmental management.
- **Build connections:** State actions and investment will improve physical infrastructure to store, move, and share water more flexibly and integrate water management through shared use of science, data, and technology.
- **Be prepared:** Each region must prepare for new threats, including more extreme droughts and floods and hotter temperatures. State investments and guidance will enable preparation, protective actions, and adaptive management to weather these stresses.

Public comments on the draft proposal are due by February 7. Shortly after, a final water resilience portfolio will be released in order to guide State policy on water and climate related issues.

<u>Governor's Executive Order – Homelessness</u>

On January 8, Governor Newsom issued an Executive Order related to homelessness. The order was released in order to increase State action of providing homeless Californians with additional housing opportunities. Below is a summary of the major provisions of the order:

- A proposed one-time \$750 million allocation included in the January Budget proposal to establish the California Access to Housing and Services Fund. The Fund will receive future state appropriations, as well as donations from philanthropy and the private sector, to provide much needed dollars for additional affordable housing units, providing rental and operating subsidies, and stabilizing board and care homes.
- The Governor will task the Department of General Services with identifying properties from the inventory of excess state lands that can be used by local partners, including counties, cities, or non-profit agencies, on a short-term emergency basis to house individuals who are homeless.
- Similarly, CalTrans, the Office of Statewide Health Planning and Development, and the Department of Food and Agriculture will be directed to conduct assessments of properties that can provide services to homeless individuals.
- The Governor will direct the Department of General Services to supply 100 camp trailers from the state fleet, and the Emergency Medical Services Authority to deploy modular tent structures, to provide temporary housing and delivery of health and social services across the state.
- The Governor will create a state crisis response team to assist local governments in addressing street homelessness. The strike team shall provide technical assistance and targeted direct support to counties, cities, and public transit agencies seeking to bring individuals experiencing homelessness indoors and connecting them with appropriate health, human, and social services and benefits.

The Executive Order comes at the recommendation of the Governor's Council of Regional Homeless Advisors which is co-chaired by Sacramento Mayor Darrell Steinberg and Los Angeles



County Supervisor Mark Ridley-Thomas. The Advisory Council has also proposed that an initiative be placed on the November 2020 ballot that would go to California voters for approval. The initiative would include recommendations from the Advisory Council and would likely include a provision to require local and state governments to create housing and increase services to reduce the number of residents experiencing homelessness.

Federal Legislative Update

The impeachment trial of President Trump dominated Congress's time in January. The House voted on January 15 to send the impeachment articles against the President to the Senate, and House Speaker Nancy Pelosi announced the seven House Democrats who will serve as the managers in the trial. The trial commenced with House managers providing testimony supporting the two articles of impeachment.

Now that President Trump's lawyers have finished presenting their case, Senators will have up to 16 hours to question either side through written queries submitted to Chief Justice John Roberts, who is presiding over the trial. The prosecution and defense will then argue whether to subpoena witnesses or documents. Democrats have demanded the inclusion of witnesses while most Republicans oppose.

Should the call for witnesses be rejected by the full Senate, the impeachment trial is likely to end quickly, with a predicted vote against removal from office. If witnesses are called, it is likely that the trial will last several weeks longer. Either outcome will continue to impact the Senate's ability to address appropriations and other legislative priorities.

Fiscal Year 2021 Appropriations

In January, House Democrats announced that they are preparing to move quickly on Fiscal Year 2021 appropriations bills. Party leaders set a goal of sending 10 of the 12 fiscal spending measures on the House floor by June, which would match their progress at the same point last year.

The White House announced in January that Congress should expect the President's annual budget by February 10, which will allow lawmakers to quickly begin holding relevant congressional committee hearings and markups.

PFAS/PFOA Update

The U.S. Environmental Protection Agency (EPA) recently issued Interim Recommendations for Addressing Groundwater Contaminated with Perfluorooctanoic Acid (PFOA) and Perfluorooctanesulfonate (PFOS) under federal cleanup programs, a priority action under EPA's PFAS Action Plan. With these interim recommendations, EPA is prioritizing public health impacts by focusing on addressing any groundwater that is a current or potential source of drinking water. The recommendations in this guidance may be useful for state, tribal, or other regulatory authorities who have are experiencing challenges with contaminated drinking water.

H.R. 535 PFAS Action Act

On January 10, 2020, the House passed the "PFAS Action Act" (H.R. 535), which incorporates key provisions and programs to combat PFAS contamination in drinking water. Introduced by Congresswoman Debbie Dingell (D-MI), the bill requires the EPA to designate PFOA and PFOS



chemicals as "hazardous substances." In addition to the aforementioned requirement, the bill also includes several provisions intended to address the risks, particularly health risks, of using firefighting foam containing PFAS chemicals. Specifically, the bill would require the EPA to issue guidance for firefighters and first responders to limit the use of foam and other firefighting materials containing PFAS. This effort would be critical in the attempt to minimize health risks associated with PFAS exposure. This bill is now in the Senate for further consideration.

<u>Water</u>

This month, the House Transportation & Infrastructure Committee Subcommittee on Water Resources and Environment began the second session of the 116th Congress with a hearing on potential proposals for the upcoming Water Resources Development Act (WRDA) of 2020.

WRDA is a significant legislative package, as it determines federal water resources infrastructure policy and provides congressional approval for civil works projects for waterways and harbors nationwide. WRDA generally addresses projects covered in the U.S. Army Corps of Engineer's work plan and is usually reauthorized biannually. The current legislation is set to expire on September 30, 2020.

During the hearing, key topics of discussion included creating legislation that focuses on priorities such as providing more flexibility to non-federal entities to complete local infrastructure projects autonomously, prioritizing pending projects with high economic and public safety benefits, and streamlining the permitting process to expedite project completion timelines.

A committee hearing is the first step in a long process of finalizing water infrastructure legislation. Next, committee staff will use information discussed in the hearing to draft legislation, and the full committee will debate it in a markup before sending to the House floor for full chamber consideration.

H.R.5659/S.2318 Protecting Community Television Act

In January, Senator Ed Markey (D-MA) and Congresswoman Anna Eshoo (D-CA) jointly introduced the "Protecting Community Television Act (H.R.5659/S.2318)," which would specifically protect frameworks and fee structures developed between municipalities and cable companies. If passed, the "Protecting Community Television Act" would set a clear precedent by requiring franchise fees to be limited specifically to cash payments; new FCC rules have made this classification unclear by indicating that cable companies can deduct "in kind" services from their fees. The bill has already obtained support from at least 24 members of Congress, who agreed to become bill co-sponsors prior to introduction.

Beginning in 1984, cable franchises included requirements designed to ensure that cable systems served the needs and interests of the community. Additionally, they required cable operators to pay a rent for use of public property in the form of a franchise fee of up to 5 percent of gross revenues from service provision. Congress also further reinforced this mandate by stipulating that franchise requirements should not be treated as franchise fees. The FCC recently overturned this longstanding practice and precedent, and instead determined that localities must either eliminate franchise requirements or allow the operator to deduct the "fair market value" of the requirements from the franchise fee owed.

Introducing this legislation in both chambers is advantageous, as it increases the likelihood of the bill's passage while also reducing the chance of any further FCC actions on this topic.



Federal Grant Opportunities

WaterSMART Small-Scale Water Efficiency Projects Grant Program

In January, the U.S. Department of the Interior announced a notice of funding for the Bureau of Reclamation's (BOR) the Small-Scale Water Efficiency Projects Program. This program provides funding opportunities for projects that conserve and use water more efficiently, mitigate conflict risk in areas at a high risk of future water conflict, and accomplish other benefits that contribute to water supply reliability in the western United States.

To be competitive, projects should be identified as priority projects in planning efforts and be in the final design stage, have secured non-Federal funding, and have initiated or completed environmental/cultural compliance along with any other required approvals. Grants of up to \$75,000 will be awarded, with a required non-Federal cost share of at least 50% of total project cost. In general, total project cost should be \$200,000 or less. BOR expects to make between 20 and 30 awards for this cycle. Applications will be due on March 4, 2020 for the first round of the program for this year and a second 2020 deadline will be forthcoming.

Nationally Significant Freight and Highway Projects (INFRA) Grant Program

This month, the U.S. Department of Transportation announced a notice of funding opportunity for its Nationally Significant Freight and Highway Projects (INFRA) Grants Program. INFRA advances a grant program established in the FAST Act of 2015 to help rebuild America's aging infrastructure. INFRA utilizes selection criteria that promote projects with national and regional economic vitality goals while leveraging non-federal funding to increase the total investment by state, local, and private partners. The program also incentivizes project sponsors to pursue innovative strategies, including public-private partnerships. INFRA promotes the incorporation of innovative technology such as broadband deployment and intelligent transportation systems, which will improve the national transportation system.

A total of \$906 million is available for funding, and grants may be used for up to 60 percent of future eligible project costs. The Department will make awards under the INFRA program to large and small projects. For a large project, the INFRA grant must be at least \$25 million. For a small project, the grant must be at least \$5 million. Applications will be due on February 25, 2020 to ensure sufficient time for a comprehensive evaluation process.

Office of Community Oriented Policing (COPS) Grant Program

This month, the Office of Community Oriented Policing (COPS) announced a notice of funding opportunity for the Hiring Grant Program as well as the Microgrants Program. Both applications will be due on March 11, 2020.

The COPS Hiring Program provides funding to hire and re-hire entry level career law enforcement officers in order to preserve jobs, increase community policing capacities and support crime prevention efforts. The Hiring Grant provides 75 percent of the approved entry-level salaries and fringe benefits of each newly hired and/or rehired full-time officer, up to \$125,000 per officer position, over the three-year (36 month) grant period. The grant requires you to identify a specific crime and disorder problem/focus area and explain how COPS funding will be used to implement community policing approaches to that problem/focus area. Total available funding is \$400 million



with a maximum of \$125,000 per officer hired. Applicants are required to contribute a local cash match of a minimum of 25% towards the total cost of the approved project during the award period.

The COPS Microgrants Program funds are used to develop the capacity of law enforcement to implement community policing strategies by providing funding to local, state, and tribal law enforcement agencies. Applicants are invited to propose demonstration or pilot projects to be implemented in their agency that offer creative ideas to advance crime fighting, community engagement, problem solving, or organizational changes to support community policing in one of ten areas. 23 awards are available with a maximum award amount of \$100,000. There is no requirement for cost sharing or a local match for Microgrants awards.

Assistance to Firefighters Grant (AFG) Program

In January, the Federal Emergency Management Agency (FEMA) announced a notice of funding for the upcoming round of the Assistance to Firefighters Grants (AFG) Program.

The Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program accomplishes this by providing financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTA) for critical training and equipment.

Funding for this year is set at \$700 million. There is a requirement for cost sharing or a local match based on population. An applicant must provide 5% for populations under 20,000, 10% for populations between 20,000 and 1 million, and 15% for populations over 1 million. This requirement must be a hard cash match and is not required at the time of application OR at time of award. Applicants only need to show proof of submission of a cash match in close-out reports at end of first year performance period. The AFG application period will open on Monday, February 3, 2020, and the due date is Friday, March 13, 2020.



To: City Council
From: John O. Pinkney, City Attorney
Date: January 27, 2019
Re: Status of Pending Litigation Against City of Beaumont

Pending Litigation Against the City (does not include litigation initiated by the City)

- 1. Urban Logic v. City of Beaumont et al., Case No. RIC 1707201 (Pre-Trial)
- 2. Aguirre et al. v. City of Beaumont et al., Case No. RIC 1810937 (Pre-Trial)
- 3. Elizabeth Serrato v. City of Beaumont, Case No. RIC 1820593 (Pre-Trial)
- **4.** Angela Santa Cruz, individually and as Guardian ad litem for M.L.V., a minor v. *City of Beaumont et al.*, Case No. 2:18-CV-08427 (Pre-Trial)
- Charles Peters dba Pioneer Mobile Village v. City of Beaumont, et. al, Case No. RIC 1707116

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