



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, November 17, 2020

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

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

AGENDA

MEETING PARTICIPATION NOTICE

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

BeaumontCa.gov/Livestream

Public comments will be accepted using the following options.

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

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

CLOSED SESSION - 5:00 PM

A Closed Session of the City Council / Beaumont Financing Authority / Beaumont Utility Authority / Beaumont Successor Agency (formerly RDA)/Beaumont Parking Authority / Beaumont Public Improvement Authority may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators and conference with legal counsel regarding pending litigation. Any public comment on Closed Session items will be taken prior to the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will 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 Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations: Beaumont Police Officers Association and SEIU**
- 2. Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9: (One case) Dispute with Mozafar Behzad, Hamid Roknian and Rozita Roknian regarding Tentative Tract Map 32850**

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

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

Any one person may address the City Council on any matter not on this agenda. If you wish to speak, please fill out a "Public Comment Form" provided at the back table and give it to the City Clerk. There is a three (3) minute time limit on

public comments. There will be no sharing or passing of time to another person. State Law prohibits the City Council from discussing or taking actions brought up by your comments.

CONSENT CALENDAR

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

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

1. Approval of Minutes

Recommended Action:

Approve Minutes dated November 3, 2020.

2. Ratification of Warrants

Recommended Action:

Ratify Warrants dated:

August 6, 2020

August 13, 2020

August 20, 2020

August 27, 2020

September 3, 2020

3. Accept Performance and Payment Bonds and Security Agreements for Woodside 05S, LP, Tracts 37697 and 37698 Street Improvements, Sewer Improvements, and Storm Drain Improvements

Recommended Action:

Accept Performance and Payment Bonds and Security Agreement for Woodside 05S, LP, Tracts 37697 and 37698 Street Improvements,
Accept Performance and Payment Bonds and Security Agreement for Woodside 05S, LP, Tracts 37697 and 37698 Sewer Improvements, and
Accept Performance and Payment Bonds and Security Agreement for Woodside 05S, LP, Tracts 37697 and 37698 Storm Drain Improvements.

4. Accept Performance Bonds, Payment Bonds, and Security Agreements for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Storm Drain Improvements, Street Improvements, and Survey Monumentation

Recommended Action:

Accept Performance and Payment Bonds and Security Agreement for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Storm Drain Improvements,
Accept Performance and Payment Bonds and Security Agreement for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Street Improvements, and
Accept Performance and Payment Bonds and Security Agreement for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Survey Monuments.

5. Performance Bonds Acceptance and Security Agreement for Public Sewer Improvements for Beaumont Business Park- Phase 1, Parcel Map No. 35023

Recommended Action:

Accept the following Performance and Payment bonds and security agreement for Sewer Improvements for Beaumont Business Park- Phase 1, Parcel Map No. 35023.

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

Recommended Action:

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

- 7. Authorize the Mayor to Execute the Notice of Completion for the Seneca Springs Lift Station Repair Project and Record the Notice of Completion with the Riverside County Clerk Recorder's Office**

Recommended Action:

Authorize the Mayor to execute the Notice of Completion for the Seneca Springs Lift Station Repair Project, and Record the Notice of Completion with the Riverside County Clerk Recorder's Office.

- 8. FY 2021 General Fund and Wastewater Fund Budget to Actual through September 2020**

Recommended Action:

Receive and file.

- 9. Notice of Upcoming Vacancies on City Commissions and Committees**

Recommended Action:

Receive and file.

PUBLIC HEARINGS

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

- 10. Hold a Public Hearing Continued from the November 3, 2020, City Council Meeting and Consider the First Reading of an Ordinance to Adopt the General Plan Update, the Revised Zoning Ordinance and Zoning Map and Adopt a Resolution Adopting a Statement of Overriding Considerations and Certifying the Final PEIR in Compliance with CEQA**

Recommended Action:

Hold the continued Public Hearing from the November 3, 2020, City Council Meeting,

Waive the full first reading and approve by title only, “An Ordinance of the City of Beaumont, California Adopting the Comprehensive General Plan Update, Zoning Code Amendments and Zoning Map encompassing the entire City,” and

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California Adopting CEQA Findings of Fact; Adopting a Statement of Overriding Considerations; Certifying the Final Environmental Impact Report; and Adopting a Mitigation Monitoring Plan for the General Plan Update.”

ACTION ITEMS

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

11. Report by the Western Regional Council of Governments (WRCOG) and the Riverside County Transportation Department Regarding the Status of the Cherry Valley Interchange Project

Recommended Action:

This item is presented for informational purposes only and City staff recommends that the City Council receive the report from the Western Riverside Council of Governments and the Riverside County Transportation Department regarding the status of the Cherry Valley /IH-10 interchange project.

12. Presentation: Comprehensive Operations Analysis Phase II - Draft 5-Year Action Plan

Recommended Action:

Receive, file, and provide direction and discussion to include in the final comprehensive operations analysis report.

13. Authorize Funding to the Beaumont Chamber and Negotiation of a Memorandum of Understanding between the City of Beaumont and the Beaumont Chamber of Commerce

Recommended Action:

It is recommended that the City Council award a grant in the amount of \$20,000 to the Beaumont Chamber of Commerce with the condition that a memorandum of understanding is negotiated that provides for the appointment of the Beaumont Mayor to the Chamber Board.

14. Approval of City Attorney Invoices for the Month of October 2020

Recommended Action:

Approve invoices in the amount of \$64,794.70.

LEGISLATIVE UPDATES AND DISCUSSION

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

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, December 1 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



CITY COUNCIL CLOSED & REGULAR SESSION

550 E. 6th Street, Beaumont, CA

Tuesday, November 03, 2020

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

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MINUTES

CLOSED SESSION - 4:30 PM

CALL TO ORDER at 4:39 p.m.

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

Public Comments Regarding Closed Session

No speakers

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

No reportable action.

Motion by Council White

Second by Mayor Pro Tem Lara

To add a late breaking Closed Session item of Conference with Legal Counsel – Anticipated Initiation of Litigation/ Existing Litigation Pursuant to Government Code Sections 54956.9(d) (1) and/or (4) - One case: Western Riverside Council of Governments (“WRCOG”) vs. AIG (Case Number 5:20-CV-02164)

Approved by unanimous vote.

Motion by Council Member White

Second by Mayor Santos

To authorize a lawsuit to be filed.

Approved by a unanimous vote.

Adjourn to Regular Session

REGULAR SESSION - 5:00 PM**CALL TO ORDER at 5:25 p.m.**

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

Report out from Closed Session: *see above*

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

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

Pledge of Allegiance:

Approval / Adjustments to the Agenda: **None**

Conflict of Interest Disclosure: **Council Member Carroll and Mayor Santos will recuse themselves on Item No. 3 due to a conflict of owning a home in the vicinity of the easement.**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE**PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)**

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

K. Ohanian - *Raised concerns regarding speeding and the need for stop signs in the Sundance area.*

CONSENT CALENDAR

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

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

1. Approval of Minutes

Recommended Action:

Approve Minutes dated October 20, 2020.

2. Receive and File Notice from the Beaumont Unified School District of the District's Intention to Establish Community Facilities District 2020-1 of the Beaumont Unified School District

Recommended Action:

This item is presented for informational purposes only and City staff recommends that the City Council receive and file the Beaumont Unified School District notice of its intent to establish Community Facilities District 2020-1 of the Beaumont Unified School District.

Motion by Council Member White

Second by Mayor Pro Tem Lara

To approved Consent Calendar Items 1 and 2.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by a unanimous vote.

- 3. Adoption of a Resolution Authorizing the City Manager to Accept the Offer of Dedication Related to Solera Assignment of Easement and Record a Certificate of Acceptance of an Interest in Real Property with the County of Riverside Recorder

Mayor Santos and Council Member Carroll recused themselves for this item.

**Motion by Council Member White
Second by Mayor Pro Tem Lara**

To waive the full reading and adopt by title only, “A Resolution Authorizing the City Manager to Accept the Offer of Dedication Related to Solera Assignment of Easement and Record a Certificate of Acceptance of an Interest in Real Property with the County of Riverside Recorder.”

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by a 3-0 vote.

ACTION ITEMS

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

- 4. FY 2021 General Fund and Wastewater Fund Budget Adjustments

**Motion by Council Member White
Second by Mayor Pro Tem Lara**

To approve the proposed adjustments for the FY 2021 General Fund and Wastewater fund budgets.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by a unanimous vote

- 5. Award of Contract for the Removal and Replacement of Transit Services’ Graphics to UpDog Media, LLC in the Amount of \$90,260

**Motion by Mayor Pro Tem Lara
Second by Council Member Carroll**

To approve the award of contract for the removal and replacement of Transit Services’ graphics to UpDog Media, LLC in the amount of \$90,260 with the authorization for the City Manager to approve any change orders up to \$9,026, and authorize the City Manager to execute the Agreement on behalf of the City.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by a unanimous vote.

6. Revision to the City of Beaumont and Riverside Transit Agency Interagency Agreement No. 18-017

Motion by Mayor Pro Tem Lara

Second by Council Member Carroll

To approve the proposed revisions to the City of Beaumont and Riverside Transit Agency Interagency Agreement No. 18-017.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by a unanimous vote.

7. Amendment to the Short-Range Transit Plan FY 2021 - Table 4

Motion by Council Member White

Second Mayor Pro Tem Lara

To approve a revision to the Short-Range Transit Plan Fiscal Year 2021 – Table 4 and accept the allocation of \$59,290.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by a unanimous vote.

LEGISLATIVE UPDATES AND DISCUSSION

8. Townsend Legislative Update

PUBLIC HEARING 6:00 PM

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

9. Hold a Public Hearing and Take Testimony on the City of Beaumont General Plan Update, Draft Environmental Impact Report, Finding of Facts and Statement of Overriding Considerations and Zoning Code Amendments

Public Comment opened

B. Miller - *Expressed concerns with the update and asked how it will affect his business.*

Elrod - *Concerns with the EIR and asked for a recirculation.* **E. Morgan** - *Asked for clarification of the Residential Zoning*

Motion by Council Member White

Second by Mayor Pro Tem Lara

To continue the public hearing to the November 17, 2020, Council Meeting.

Ayes: Council Member White, Council Member Martinez, Council Member Carroll, Mayor Santos

Approved by unanimous vote.

COUNCIL REPORTS

Carroll - *Reported out from an RTA regarding travel training, and a meeting and from a Veterans Committee regarding Veteran's Day.*

Lara - *Thanked the City and the Park and Rec District for the success of the Trunk or Treat event.*

Martinez - *Reported out from an RCA meeting.*

Santos - *Recognized the success of the Trunk or Treat event.*

White - *No report.*

CITY TREASURER REPORT

No report

CITY CLERK REPORT

No report

CITY ATTORNEY REPORT

No report

CITY MANAGER REPORT

10. Department Project Schedule Updates

FUTURE AGENDA ITEMS

None

ADJOURNMENT at 7:33 p.m.




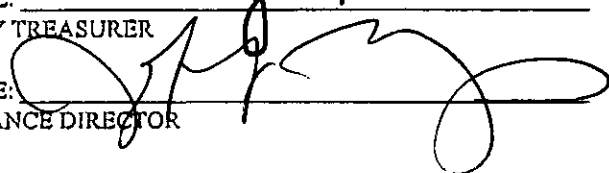
WARRANTS TO BE RATIFIED

Thursday, August 06, 2020

Printed Checks	106564-106570	\$	1,794.39	Refund Checks
	106571-106642	\$	404,824.01	FY 19/20
		\$	15,465.72	FY 20/21
ACH	315-319	\$	1,619,089.61	FY 19/20
Bank Draft	Mutual of Omaha	\$	26,742.18	Paydate 07/31/20
	A/P Total	<u>\$</u>	<u>2,067,915.91</u>	
Bank Drafts	CalPERS	\$	673.80	742 Classic 19/20
		\$	43,353.53	743 Classic 19/20
		\$	15,697.16	27308 PEPRA
		\$	8,497.66	25763 PEPRA
	Authnet Gateway	\$	307.80	Aug-20
		\$	25.00	Aug-20
	Kaiser	\$	178.00	HSA Draft
	Payment Returns	\$	4,734.08	
Payroll	Paychex	\$	464,895.25	Paydate 07/31/20

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

SIGNATURE: 
TITLE: CITY TREASURER

SIGNATURE: 
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check report Item 2.

By Check Number

Date Range: 07/31/2020 - 08/06/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1500	EXCLUSIVE RISK MANAGEMENT AUTHORITY OF	08/06/2020	EFT	0.00	1,290,002.00	315
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
100011	Invoice	08/06/2020	2020/2021 ANNUAL PREMIUM	0.00	1,290,002.00	
	100-1240-7080-0000		INSURANCE		1,290,002.00	
3229	ICMA - RC	08/06/2020	EFT	0.00	2,294.97	316
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 07/31/20	Invoice	08/06/2020	EMPLOYEE CONTRIBUTIONS	0.00	2,294.97	
	100-0000-2075-0000		DEFERRED COMPENSATI		2,182.60	
	100-0000-2075-0000		DEFERRED COMPENSATI		112.37	
2264	SEIU	08/06/2020	EFT	0.00	2,076.56	317
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 07/31/20	Invoice	08/06/2020	UNION DUES	0.00	2,076.56	
	100-0000-2061-0000		P.E.R.C. DUES & INS		2,076.56	
3400	T.E. ROBERTS, INC	08/06/2020	EFT	0.00	322,084.21	318
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
APPLICATION 18	Invoice	06/30/2020	Brine Line Reach 2 - Contractor	0.00	322,084.21	
	710-0000-8030-0000		CAPITAL IMPROVEMENT		322,084.21	
2725	US BANK CORPORATE PAYMENT SYSTEMS	08/06/2020	EFT	0.00	2,631.87	319
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24121570177000	Invoice	06/30/2020	HIRING COSTS	0.00	145.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		145.00	
24492150171637	Invoice	06/30/2020	DEPT SUPPLIES	0.00	899.50	
	100-1350-7070-0000		SPECIAL DEPT SUPPLIES		89.95	
	100-3100-7070-0000		SPECIAL DEPT SUPPLIES		179.90	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		449.75	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		179.90	
24493980170026	Invoice	06/30/2020	ZOOM MONTHLY PHONE BRIDGE	0.00	140.00	
	100-1230-7071-0000		SOFTWARE		140.00	
24692160181100	Invoice	06/30/2020	SOCIAL DISTANCING SIGNS	0.00	237.05	
	215-0000-7036-0000		GRANT SPECIFIC COSTS		237.05	
24692160183100	Invoice	08/06/2020	BMT GOOD MORNING BREAKFAST/ R. SA	0.00	20.00	
	100-1050-7035-0000		LOCAL MEETINGS		20.00	
24755420178131	Invoice	06/30/2020	HIRING COSTS	0.00	200.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI		200.00	
24755420182271	Invoice	08/06/2020	OVERNIGHT DOCUMENTS TO BOND COU	0.00	26.35	
	100-1200-7025-0000		OFFICE SUPPLIES		26.35	
24755420183131	Invoice	08/06/2020	WEBINAR FOR KYLE WARSINSKI	0.00	760.00	
	100-1200-7066-0000		TRAVEL, EDUCATION, TRA		760.00	
24906410184097	Invoice	08/06/2020	ELECTION TUTORIAL SOFTWARE/DEPUTY	0.00	223.97	
	100-1150-7071-0000		SOFTWARE		223.97	
74692160185100	Credit Memo	08/06/2020	REFUND BMT GOOD MORNING BREAKFA	0.00	-20.00	

Check Report

Date Range: 07/31/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1050-7035-0000</u>	LOCAL MEETINGS	REFUND BMT GOOD MORNING		-20.00	
3849	AKEL ENGINEERING GROUP, INC	08/06/2020	Regular	0.00	11,205.75	106571
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>20614-01</u>	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	2,895.00	
	<u>100-0000-2525-0000</u>		HELD ON DEPOSIT-PUBLI		2,895.00	
<u>20615-01</u>	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	2,592.00	
	<u>100-0000-2500-0000</u>		HELD ON DEPOSIT-PLANN		2,592.00	
<u>20616-01</u>	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	5,718.75	
	<u>100-0000-2525-0000</u>		HELD ON DEPOSIT-PUBLI		5,718.75	
1034	ALADTEC, INC	08/06/2020	Regular	0.00	3,488.00	106572
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>2020-2200</u>	Invoice	08/06/2020	SOFTWARE	0.00	3,488.00	
	<u>100-1230-7071-6040</u>		SOFTWARE (POLICE DEPT		3,488.00	
1050	AMAZON CAPITAL SERVICES	08/06/2020	Regular	0.00	23.67	106573
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>1N9Y-PJVVW-KM1</u>	Invoice	08/06/2020	OFFICE SUPPLIES	0.00	23.67	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		23.67	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	08/06/2020	Regular	0.00	225.00	106574
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
<u>632046</u>	Invoice	08/06/2020	PROFESSIONAL SERVICES	0.00	100.00	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC- POLI		100.00	
<u>632047</u>	Invoice	08/06/2020	PROFESSIONAL SERVICES	0.00	125.00	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		125.00	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	08/06/2020	Regular	0.00	76,542.14	106575

Check Report

Date Range: 07/31/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/24/20	Invoice	08/06/2020	WATER UTILITY	0.00	76,542.14	
	100-3250-7010-0000	UTILITIES	WATER UTILITY		6,696.09	
	100-3250-7010-007A	UTILITIES (IA 7A)	WATER UTILITY		1,426.86	
	100-3250-7010-007B	UTILITIES (IA 7B)	WATER UTILITY		395.35	
	100-3250-7010-008A	UTILITIES (IA 8A)	WATER UTILITY		27.46	
	100-3250-7010-008B	UTILITIES (IA 8B)	WATER UTILITY		530.21	
	100-3250-7010-010A	UTILITIES (IA 10)	WATER UTILITY		411.77	
	100-3250-7010-012A	UTILITIES (IA 12)	WATER UTILITY		239.88	
	100-3250-7010-014B	UTILITIES (IA 14B)	WATER UTILITY		914.51	
	100-3250-7010-014X	UTILITIES (IA 14)	WATER UTILITY		6,289.73	
	100-3250-7010-015X	UTILITIES (IA 15)	WATER UTILITY		1,376.76	
	100-3250-7010-016X	UTILITIES (IA 16)	WATER UTILITY		1,275.71	
	100-3250-7010-018X	UTILITIES (IA 18)	WATER UTILITY		431.51	
	100-3250-7010-019A	UTILITIES (IA 19A)	WATER UTILITY		1,508.81	
	100-3250-7010-019C	UTILITIES (IA 19C)	WATER UTILITY		77.85	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	WATER UTILITY		6,651.14	
	100-6000-7010-6045	UTILITIES - COMMUNITY	WATER UTILITY		725.82	
	100-6050-7010-0000	UTILITIES	WATER UTILITY		403.62	
	100-6050-7010-003X	UTILITIES IA 3	WATER UTILITY		7,886.28	
	100-6050-7010-007A	UTILITIES IA 7A	WATER UTILITY		542.35	
	100-6050-7010-008A	UTILITIES IA 8A (SUNDAN	WATER UTILITY		8,392.47	
	100-6050-7010-008C	UTILITIES IA 8C	WATER UTILITY		27.46	
	100-6050-7010-008D	UTILITIES IA 8D	WATER UTILITY		149.02	
	100-6050-7010-008E	UTILITIES IA 8E	WATER UTILITY		74.51	
	100-6050-7010-014A	UTILITIES IA 14A (OAK VA	WATER UTILITY		413.62	
	100-6050-7010-014B	UTILITIES IA 14B	WATER UTILITY		1,920.49	
	100-6050-7010-017A	UTILITIES IA 17A (TOURN	WATER UTILITY		1,227.60	
	100-6050-7010-018X	UTILITIES IA 18	WATER UTILITY		27.46	
	100-6050-7010-019C	UTILITIES IA 19C	WATER UTILITY		455.94	
	100-6050-7010-020X	UTILITIES IA 20	WATER UTILITY		259.47	
	100-6050-7010-06A1	UTILITIES IA 6A1	WATER UTILITY		460.86	
	100-6050-7010-5050	UTILITIES, PARK (DEFORG	WATER UTILITY		1,111.45	
	100-6050-7010-5200	UTILITIES, PARK (PALMER)	WATER UTILITY		14.63	
	100-6050-7010-5250	UTILITIES, PARK (RANGAL	WATER UTILITY		525.55	
	100-6050-7010-5350	UTILITIES, PARK (SHADO	WATER UTILITY		466.36	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	WATER UTILITY		9,979.91	
	100-6050-7010-5450	UTILITIES, PARK (STETSON	WATER UTILITY		5,728.72	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	WATER UTILITY		3,892.23	
	100-6050-7010-5600	UTILITIES, PARK (TREVINO	WATER UTILITY		74.51	
	100-6050-7010-5650	UTILITIES, PARK (VETERA	WATER UTILITY		65.03	
	100-6050-7010-5700	UTILITIES, PARK (WILD FL	WATER UTILITY		1,699.91	
	700-4050-7010-0000	UTILITIES	WATER UTILITY		1,565.27	
	700-4050-7010-019C	UTILITIES (IA 19C)	WATER UTILITY		18.91	
	750-7300-7010-0000	UTILITIES	WATER UTILITY		179.05	

1127	BEAUMONT DO IT BEST HOME CENTER	08/06/2020	Regular	0.00	96.88	106576
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
489227	Invoice	06/30/2020	DEPT SUPPLIES	0.00	96.88	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		96.88	

1136	BEAUMONT POWER EQUIPMENT	08/06/2020	Regular	0.00	32.31	106577
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4734	Invoice	08/06/2020	EQUIPMENT MAINTENANCE	0.00	32.31	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		32.31	

3955	BEAUMONT-CHERRY VALLEY RECREATION AND	08/06/2020	Regular	0.00	520.00	106578
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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1044	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	520.00	
	<u>100-6050-7068-5999</u>		CONTRACT SVC - ALL PAR		520.00	
3780	CDCE INCORPORATED	08/06/2020	Regular	0.00	91,367.91	106579
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
137297	Invoice	08/06/2020	Purchase of 16 MDC Computers and Acces	0.00	91,367.91	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		8,880.00	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		20,995.00	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		52,643.91	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		8,500.00	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		285.00	
	<u>220-0000-7072-0000</u>		COMPUTER SUPPLIES/MA		64.00	
1279	CIGNA HEALTH CARE	08/06/2020	Regular	0.00	23,586.14	106580
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2683510	Invoice	08/06/2020	EMP INSURANCE	0.00	23,586.14	
	<u>100-1200-6020-0000</u>		HEALTH INSURANCE		1,950.74	
	<u>100-1230-6020-0000</u>		HEALTH INSURANCE		1,950.74	
	<u>100-2050-6020-0000</u>		HEALTH INSURANCE		5,497.52	
	<u>100-2090-6020-0000</u>		HEALTH INSURANCE		4,729.04	
	<u>100-6050-6020-0000</u>		HEALTH INSURANCE		4,729.06	
	<u>700-4050-6020-0000</u>		HEALTH INSURANCE		1,182.26	
	<u>750-7300-6020-0000</u>		HEALTH INSURANCE		1,182.26	
	<u>750-7400-6020-0000</u>		HEALTH INSURANCE		2,364.52	
3290	DATAIXEL INC	08/06/2020	Regular	0.00	1,947.29	106581
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4317	Invoice	08/06/2020	Installation of Cat6 Cables for cameras at	0.00	1,947.29	
	<u>100-1230-7071-6040</u>		SOFTWARE (POLICE DEPT		977.29	
	<u>100-1230-7071-6040</u>		SOFTWARE (POLICE DEPT		970.00	
1395	DENNIS JANDA, INC.	08/06/2020	Regular	0.00	1,005.00	106582
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
14254	Invoice	06/30/2020	PLAN CHECK SERVICES	0.00	385.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		385.00	
14254.2	Invoice	08/06/2020	PLAN CHECK SERVICES	0.00	117.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		117.50	
14255	Invoice	06/30/2020	PLAN CHECK SERVICES	0.00	385.00	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		385.00	
14255.2	Invoice	08/06/2020	PLAN CHECK SERVICES	0.00	117.50	
	<u>100-3100-7063-0000</u>		PLAN CHECK FEES		117.50	
1424	DIRECTV	08/06/2020	Regular	0.00	230.48	106583
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
37619431271	Invoice	08/06/2020	BUILDING UTILITY	0.00	230.48	
	<u>100-6000-7010-6040</u>		UTILITIES - POLICE DEPT		230.48	
2846	DIVERSIFIED DISTRIBUTION	08/06/2020	Regular	0.00	1,839.29	106584
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2000333	Invoice	06/30/2020	DEPT SUPPLIES	0.00	1,410.40	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		1,410.40	

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2000464	Invoice 700-4050-7070-0000	06/30/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	170.92	
2000547	Invoice 700-4050-7070-0000	06/30/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	257.97	
1428	DIVISION OF STATE ARCHITECT	08/06/2020	Regular	0.00	215.20	106585
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
SB1186 2020 Q4	Invoice 100-0000-2235-0000	06/30/2020	SB1186 2020 Q4 FEES BUSINESS LICENSE-SB118	0.00	215.20	
			SB1186 2020 Q4 FEES		215.20	
1477	ENGINEERING RESOURCES OF SOUTHERN CALI	08/06/2020	Regular	0.00	5,448.12	106586
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
54032	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	225.75	
			ENGINEERING PLAN CHECK & O		225.75	
54162	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	464.50	
			ENGINEERING PLAN CHECK & O		464.50	
54163	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	786.00	
			ENGINEERING PLAN CHECK & O		786.00	
54164	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	528.38	
			ENGINEERING PLAN CHECK & O		528.38	
54165	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	702.00	
			ENGINEERING PLAN CHECK & O		702.00	
54166	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	397.75	
			ENGINEERING PLAN CHECK & O		397.75	
54167	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	547.44	
			ENGINEERING PLAN CHECK & O		547.44	
54168	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	375.57	
			ENGINEERING PLAN CHECK & O		375.57	
54169	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	527.78	
			ENGINEERING PLAN CHECK & O		527.78	
54170	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	625.06	
			ENGINEERING PLAN CHECK & O		625.06	
54171	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	267.89	
			ENGINEERING PLAN CHECK & O		267.89	
1533	FRONTIER COMMUNICATIONS	08/06/2020	Regular	0.00	1,297.35	106587
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
209-042-199-062	Invoice 100-1230-7015-6040	08/06/2020	PHONE UTILITY TELEPHONE (POLICE DPT)	0.00	279.06	
			PHONE UTILITY		279.06	
213-181-1343-03	Invoice 700-4050-7015-0000	08/06/2020	PHONE UTILITY TELEPHONE	0.00	69.47	
			PHONE UTILITY		69.47	
951-769-8520-01	Invoice 100-1230-7015-6025	08/06/2020	PHONE UTILITY TELEPHONE (CITY HALL)	0.00	270.36	
			PHONE UTILITY		270.36	
951-769-8530-06	Invoice 750-7000-7015-0000	08/06/2020	PHONE UTILITY TELEPHONE	0.00	235.98	
			PHONE UTILITY		235.98	
951-769-8537-03	Invoice 100-1230-7015-6060	08/06/2020	PHONE UTILITY TELEPHONE (4th ST YARD)	0.00	213.48	
			PHONE UTILITY		213.48	
951-769-8538-06	Invoice 100-1230-7015-6048	08/06/2020	PHONE UTILITY TELEPHONE (POOL)	0.00	77.73	
			PHONE UTILITY		77.73	
951-769-8539-04	Invoice 100-1230-7015-6045	08/06/2020	PHONE UTILITY TELEPHONE (COMM CTR)	0.00	151.27	
			PHONE UTILITY		151.27	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1554	GALLADE CHEMICAL, INC.	08/06/2020	Regular	0.00	1,424.63	106588
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1102810	Invoice	08/06/2020	PROFESSIONAL SERVICES	0.00	1,424.63	
	<u>700-4050-7068 0000</u>		CONTRACTUAL SERVICES		1,424.63	
			PROFESSIONAL SERVICES			
1585	GRAINGER	08/06/2020	Regular	0.00	1,295.53	106589
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9592414792	Invoice	08/06/2020	DEPT SUPPLIES	0.00	91.64	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		91.64	
			DEPT SUPPLIES			
9596049669	Invoice	08/06/2020	DEPT SUPPLIES	0.00	45.26	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		45.26	
			DEPT SUPPLIES			
9596387655	Invoice	08/06/2020	DEPT SUPPLIES	0.00	617.19	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		617.19	
			DEPT SUPPLIES			
9601104939	Invoice	08/06/2020	DEPT SUPPLIES	0.00	541.44	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		541.44	
			DEPT SUPPLIES			
3006	H2O INNOVATION USA, INC	08/06/2020	Regular	0.00	6,139.92	106590
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
CD116103	Invoice	08/06/2020	SPECTRAGUARD 360 - 275 GAL	0.00	6,139.92	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		6,139.92	
			SPECTRAGUARD 360 - 275 GAL			
3718	HAAKER EQUIPMENT COMPANY	08/06/2020	Regular	0.00	84.50	106591
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
C63529	Invoice	08/06/2020	DEPT SUPPLIES	0.00	84.50	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		84.50	
			DEPT SUPPLIES			
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	08/06/2020	Regular	0.00	282.01	106592
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
000201	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	282.01	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		282.01	
			DEPARTMENT SUPPLIES - SEWE			
1624	HIGH TECH IRRIGATION, INC.	08/06/2020	Regular	0.00	2,924.86	106593
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
624748	Invoice	06/30/2020	EQUIPMENT MAINTENANCE	0.00	139.78	
	<u>100-6050-7090 0000</u>		EQUIPMENT SUPPLIES/M		139.78	
			EQUIPMENT MAINTENANCE			
635376	Invoice	06/30/2020	DEPT SUPPLIES	0.00	2,099.99	
	<u>100-6050-7070 0000</u>		SPECIAL DEPT SUPPLIES		2,099.99	
			DEPT SUPPLIES			
638095	Invoice	08/06/2020	DEPT SUPPLIES	0.00	685.09	
	<u>100-6050-7070 0000</u>		SPECIAL DEPT SUPPLIES		685.09	
			DEPT SUPPLIES			
1632	HOME DEPOT/CREDIT SERVICES	08/06/2020	Regular	0.00	3,455.92	106594
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1013573	Invoice	06/30/2020	DEPARTMENT SUPPLIES - STREETS	0.00	414.87	
	<u>100-3250-7070 0000</u>		SPECIAL DEPT SUPPLIES		414.87	
			DEPARTMENT SUPPLIES - STREE			
1022662	Invoice	06/30/2020	EQUIPMENT MAINTENANCE	0.00	201.79	
	<u>100-6050-7090 0000</u>		EQUIPMENT SUPPLIES/M		201.79	
			EQUIPMENT MAINTENANCE			
13646	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	26.78	
	<u>700-4050-7070 0000</u>		SPECIAL DEPT SUPPLIES		26.78	
			DEPARTMENT SUPPLIES - SEWE			
1521412	Invoice	06/30/2020	DEPT SUPPLIES	0.00	69.69	
	<u>215-0000-7036 0000</u>		GRANT SPECIFIC COSTS		69.69	
			DEPT SUPPLIES			
1521413	Invoice	06/30/2020	DEPT SUPPLIES	0.00	19.36	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		19.36	
1521417	Invoice	06/30/2020	DEPT SUPPLIES	0.00	61.79	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		61.79	
2013432	Invoice	06/30/2020	EQUIPMENT MAINTENANCE	0.00	97.82	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		97.82	
2374945	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	238.90	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		238.90	
2610721	Invoice	06/30/2020	DEPT SUPPLIES	0.00	165.17	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		165.17	
274912	Invoice	06/30/2020	DEPT SUPPLIES	0.00	80.73	
	100-6000-7070-6026	SPEC DEPT EXP - CITY HAL	DEPT SUPPLIES		80.73	
274914	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	172.22	
	100-6050-7085-0000	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE		172.22	
274915	Invoice	06/30/2020	DEPT SUPPLIES	0.00	30.51	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		30.51	
4624252	Invoice	08/06/2020	DEPARTMENT SUPPLIES - SEWER	0.00	77.43	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		77.43	
4624280	Invoice	08/06/2020	DEPT SUPPLIES	0.00	79.97	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		79.97	
4903139	Credit Memo	08/06/2020	DEPT SUPPLIES	0.00	-69.56	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	DEPT SUPPLIES		-69.56	
5370058	Invoice	08/06/2020	DEPT SUPPLIES	0.00	86.61	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	DEPT SUPPLIES		86.61	
5903040	Invoice	08/06/2020	DEPT SUPPLIES	0.00	250.00	
	100-6050-7070-5450	SPEC DEPT EXP - STETSON	DEPT SUPPLIES		250.00	
6370032	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	32.22	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		32.22	
6511347	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	22.21	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	BUILDING MAINTENANCE		22.21	
6521761	Invoice	06/30/2020	EQUIPMENT MAINTENANCE	0.00	193.61	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		193.61	
6521762	Invoice	06/30/2020	DEPT SUPPLIES	0.00	93.25	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		93.25	
6633721	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	202.48	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	BUILDING MAINTENANCE		202.48	
7023010	Invoice	06/30/2020	DEPT SUPPLIES	0.00	238.66	
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES		238.66	
7094470	Invoice	08/06/2020	DEPARTMENT SUPPLIES - STREETS	0.00	50.02	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE		50.02	
7191168	Credit Memo	06/29/2020	RETURNED GOODS	0.00	-45.63	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	RETURNED GOODS		-45.63	
7370004	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	23.64	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE		23.64	
7370017	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	274.84	
	500-0000-8030-0000	INFRASTRUCTURE IMPRO	BUILDING MAINTENANCE		274.84	
7511223	Invoice	06/30/2020	DEPT SUPPLIES	0.00	8.12	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		8.12	
7511224	Invoice	06/30/2020	DEPT SUPPLIES	0.00	9.65	
	100-6050-7070-5200	SPEC DEPT EXP - PALMER	DEPT SUPPLIES		9.65	
7522339	Invoice	08/06/2020	EQUIPMENT SUPPLIES	0.00	103.21	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT SUPPLIES		103.21	
7522340	Invoice	08/06/2020	BUILDING MAINTENANCE	0.00	22.56	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		22.56	
8624882	Invoice	08/06/2020	DEPT SUPPLIES	0.00	59.10	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		59.10	
8624883	Invoice	08/06/2020	DEPT SUPPLIES	0.00	21.83	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		21.83	
9511853	Invoice	08/06/2020	DEPARTMENT SUPPLIES - SEWER	0.00	96.95	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES		96.95	
9520869	Invoice	06/30/2020	DEPT SUPPLIES	0.00	23.44	
	<u>215-0000-7036-0000</u>		GRANT SPECIFIC COSTS		23.44	
9622792	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	21.68	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		21.68	
	Void	08/06/2020	Regular	0.00	0.00	106595
	Void	08/06/2020	Regular	0.00	0.00	106596
1638	HOWARD'S	08/06/2020	Regular	0.00	1,300.00	106597
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2117	Invoice	08/06/2020	WEED ABATEMENT	0.00	1,150.00	
	<u>100-6050-7156-0000</u>		WEED ABATEMENT		1,150.00	
2118	Invoice	08/06/2020	WEED ABATEMENT	0.00	150.00	
	<u>100-6050-7156-0000</u>		WEED ABATEMENT		150.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	08/06/2020	Regular	0.00	573.56	106598
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
33162	Invoice	08/06/2020	Huntington Transcription Servcies for FY 2	0.00	573.56	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		573.56	
1662	INFOSEND, INC	08/06/2020	Regular	0.00	4,200.00	106599
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
175566	Invoice	08/06/2020	BILLING SOFTWARE	0.00	4,200.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		4,200.00	
1704	JAYTOWN INDUSTRIES, INC.	08/06/2020	Regular	0.00	161.98	106600
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
4153	Invoice	08/06/2020	DEPT SUPPLIES	0.00	161.98	
	<u>100-3100-7070-0000</u>		SPECIAL DEPT SUPPLIES		161.98	
2527	JESUS CAMACHO	08/06/2020	Regular	0.00	150.00	106601
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
161842	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	10.00	
	<u>100-3100-7037-0000</u>		VEHICLE MAINTENANCE		10.00	
161843	Invoice	08/06/2020	VEHICLE MAINTENANCE	0.00	20.00	
	<u>100-3100-7037-0000</u>		VEHICLE MAINTENANCE		20.00	
161845	Invoice	08/06/2020	VEHICLE MAINTENANCE	0.00	60.00	
	<u>100-2150-7037-0000</u>		VEHICLE MAINTENANCE		60.00	
161849	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	60.00	
	<u>100-2150-7037-0000</u>		VEHICLE MAINTENANCE		60.00	
4188	JESUS CASTRO	08/06/2020	Regular	0.00	280.13	106602
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
H8987-139092	Invoice	08/06/2020	EXPLORER SUPPLIES	0.00	280.13	
	<u>240-2310-7096-0000</u>		PROGRAM COSTS - EXPLO		280.13	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2553	JSW & SJW ENTERPRISES INC.	08/06/2020	Regular	0.00	3,600.00	106603
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
29277	Invoice	08/06/2020	PROFESSIONAL SERVICES	0.00	3,600.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		3,600.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	08/06/2020	Regular	0.00	123.92	106604
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
35939754	Invoice	08/06/2020	EQUIPMENT MAINTENANCE	0.00	123.92	
	100-1230-7090-6026		EQUIP SUPPLIES/MAINT (123.92	
			EQUIPMENT MAINTENANCE			
1805	KONICA MINOLTA BUSINESS SOLUTIONS	08/06/2020	Regular	0.00	61.71	106605
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9006972370	Invoice	08/06/2020	EQUIPMENT RENTAL	0.00	140.23	
	100-1230-7075-6026		EQUIPMENT LEASING/RE		140.23	
			EQUIPMENT RENTAL			
9006972760	Credit Memo	08/06/2020	EQUIPMENT RENTAL	0.00	-78.52	
	100-1230-7075-0000		EQUIPMENT LEASING/RE		-78.52	
			EQUIPMENT RENTAL			
3271	KS STATEBANK	08/06/2020	Regular	0.00	11,830.77	106606
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
3353429-09/01/2	Invoice	08/06/2020	VACTOR TRUCK & PATCH TRUCK	0.00	11,830.77	
	100-3250-8060-0000		VEHICLES		3,194.31	
	710-0000-8060-0000		VEHICLES		8,636.46	
1827	LANGUAGE TESTING INTERNATIONAL	08/06/2020	Regular	0.00	70.00	106607
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
134262-IN	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	70.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES		70.00	
			PROFESSIONAL SERVICES			
3683	MASTER'S COFFEE AND WATER	08/06/2020	Regular	0.00	90.99	106608
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
000000034393	Invoice	08/06/2020	DEPT SUPPLIES	0.00	90.99	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		90.99	
			DEPT SUPPLIES			
1926	MATICH CORPORATION	08/06/2020	Regular	0.00	12,090.37	106609
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
062020026	Invoice	08/06/2020	Civic Center parking lot concrete 2019/20	0.00	12,090.37	
	100-6000-7068-6025		CONTRACTUAL SVC - CITY		12,090.37	
			Civic Center parking lot concret			
3530	MOBILE HOMES ACCEPTANCE CORP	08/06/2020	Regular	0.00	851.22	106610
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
222142	Invoice	06/30/2020	EQUIPMENT RENTAL	0.00	425.61	
	700-4050-7075-0000		EQUIPMENT LEASING/RE		425.61	
			EQUIPMENT RENTAL			
222719	Invoice	08/06/2020	EQUIPMENT RENTAL	0.00	425.61	
	700-4050-7075-0000		EQUIPMENT LEASING/RE		425.61	
			EQUIPMENT RENTAL			
1965	MORITZ EMBROIDERY WORKS	08/06/2020	Regular	0.00	265.99	106611
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
239354	Invoice	08/06/2020	EMPLOYEE UNIFORMS	0.00	265.99	
	100-2050-7065-0000		UNIFORMS		265.99	
			EMPLOYEE UNIFORMS			
2007	NV5, INC	08/06/2020	Regular	0.00	13,787.86	106612

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
154018	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	2,915.00	
170621	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	827.50	
170623	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	992.50	
170625	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	1,572.50	
170627	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	1,397.50	
170628	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	1,315.00	
170629	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	290.00	
170667	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	243.30	
170669	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	484.20	
170671	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	535.76	
170672	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	669.71	
170673	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	937.59	
170674	Invoice 100-3100-7063-0000	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES PLAN CHECK SERVICES	0.00	1,607.30	
3028	OFFICE SOLUTIONS	08/06/2020	Regular	0.00	4,328.40	106613
I-01764661	Invoice 215-0000-7036-0000	06/30/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS DEPT SUPPLIES	0.00	215.46	
I-01767561	Invoice 500-0000-7068-0000	06/30/2020	office expansion furniture - Kyle CONTRACTUAL SERVICE office expansion furniture - Kyle	0.00	3,906.06	
I-01776129	Invoice 215-0000-7036-0000	08/06/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS DEPT SUPPLIES	0.00	103.44	
I-01776648	Invoice 215-0000-7036-0000	08/06/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS DEPT SUPPLIES	0.00	103.44	
2026	PACIFIC ALARM SERVICE	08/06/2020	Regular	0.00	772.65	106614
R 156510	Invoice 100-6000-7087-6026	08/06/2020	SECURITY SERVICES SECURITY- CITY HALL BLD SECURITY SERVICES	0.00	60.25	
R 156511	Invoice 700-4050-7087-007A	08/06/2020	SECURITY SERVICES SECURITY SERVICES SECURITY SERVICES	0.00	179.55	
R 156512	Invoice 700-4050-7087-005X	08/06/2020	SECURITY SERVICES SECURITY SERVICES SECURITY SERVICES	0.00	163.50	
R 156513	Invoice 100-6000-7087-6040	08/06/2020	SECURITY SERVICES SECURITY - POLICE DEPT SECURITY SERVICES	0.00	113.25	
R 156514	Invoice 100-6000-7087-6040	08/06/2020	SECURITY SERVICES SECURITY - POLICE DEPT SECURITY SERVICES	0.00	58.25	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
R 156516	Invoice	08/06/2020	SECURITY SERVICES	0.00	138.00	
	700-4050-7087-005X		SECURITY SERVICES		138.00	
R 156674	Invoice	08/06/2020	SECURITY SERVICES	0.00	59.85	
	700-4050-7087-0000		SECURITY SERVICES		59.85	
4170	PACIFIC STAR CHEMICAL, LLC	08/06/2020	Regular	0.00	15,396.66	106615
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
173443	Invoice	08/06/2020	Chemical Supplies for WWTP	0.00	1,844.37	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		1,844.37	
173444	Invoice	08/06/2020	Chemical Supplies for WWTP	0.00	2,693.75	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		2,693.75	
173445	Invoice	08/06/2020	Chemical Supplies for WWTP	0.00	1,998.76	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		1,998.76	
173533	Invoice	08/06/2020	Chemical Supplies for WWTP	0.00	3,940.74	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		3,940.74	
173716	Invoice	08/06/2020	Chemical Supplies for WWTP	0.00	4,919.04	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		4,919.04	
2079	PRO-PIPE & SUPPLY	08/06/2020	Regular	0.00	1,954.92	106616
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5208001	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	57.26	
	100-6000-7085-6025		BLDG MAINT - CITY HALL		57.26	
5208354	Invoice	08/06/2020	DEPT SUPPLIES	0.00	1,714.25	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		1,714.25	
5209301	Invoice	08/06/2020	DEPT SUPPLIES	0.00	183.41	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		183.41	
3652	PRUDENTIAL OVERALL SUPPLY	08/06/2020	Regular	0.00	1,461.12	106617
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
23013415	Invoice	08/06/2020	Prudential Uniforms	0.00	143.43	
	750-7100-7065-0000		UNIFORMS		17.47	
	750-7400-7065-0000		UNIFORMS		33.86	
	750-7600-7065-0000		UNIFORMS		29.03	
	750-7700-7065-0000		UNIFORMS		20.65	
	750-7800-7065-0000		UNIFORMS		20.65	
	750-7900-7065-0000		UNIFORMS		21.77	
23013449	Invoice	08/06/2020	Prudential Uniforms	0.00	54.20	
	100-6050-7065-0000		UNIFORMS		54.20	
23013454	Invoice	08/06/2020	Streets - Prudential Uniforms	0.00	56.48	
	100-3250-7065-0000		UNIFORMS		56.48	
23013465	Invoice	08/06/2020	Prudential Uniforms	0.00	98.89	
	100-6050-7065-0000		UNIFORMS		98.89	
23016884	Invoice	08/06/2020	Prudential Uniforms	0.00	143.43	
	750-7100-7065-0000		UNIFORMS		17.47	
	750-7400-7065-0000		UNIFORMS		33.86	
	750-7600-7065-0000		UNIFORMS		29.03	
	750-7700-7065-0000		UNIFORMS		20.65	
	750-7800-7065-0000		UNIFORMS		20.65	
	750-7900-7065-0000		UNIFORMS		21.77	
23016932	Invoice	08/06/2020	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
23016937	Invoice	08/06/2020	WW - Prudential Uniforms	0.00	59.12	
	700-4050-7065-0000		UNIFORMS		59.12	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
23020321	Invoice	08/06/2020	Prudential Uniforms	0.00	143.43	
	750-7100-7065-0000		UNIFORMS		17.47	
	750-7400-7065-0000		UNIFORMS		33.86	
	750-7600-7065-0000		UNIFORMS		29.03	
	750-7700-7065-0000		UNIFORMS		20.65	
	750-7800-7065-0000		UNIFORMS		20.65	
	750-7900-7065-0000		UNIFORMS		21.77	
23020350	Invoice	08/06/2020	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
23020367	Invoice	08/06/2020	Prudential Uniforms	0.00	98.89	
	100-6050-7065-0000		UNIFORMS		98.89	
23023794	Invoice	08/06/2020	Prudential Uniforms	0.00	141.73	
	750-7100-7065-0000		UNIFORMS		17.37	
	750-7400-7065-0000		UNIFORMS		32.66	
	750-7600-7065-0000		UNIFORMS		28.93	
	750-7700-7065-0000		UNIFORMS		20.55	
	750-7800-7065-0000		UNIFORMS		20.55	
	750-7900-7065-0000		UNIFORMS		21.67	
23023846	Invoice	08/06/2020	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
23023851	Invoice	08/06/2020	WW - Prudential Uniforms	0.00	64.10	
	700-4050-7065-0000		UNIFORMS		64.10	
23023875	Invoice	08/06/2020	Prudential Uniforms	0.00	98.89	
	100-6050-7065-0000		UNIFORMS		98.89	
23027230	Invoice	08/06/2020	Prudential Uniforms	0.00	141.73	
	750-7100-7065-0000		UNIFORMS		17.37	
	750-7400-7065-0000		UNIFORMS		32.66	
	750-7600-7065-0000		UNIFORMS		28.93	
	750-7700-7065-0000		UNIFORMS		20.55	
	750-7800-7065-0000		UNIFORMS		20.55	
	750-7900-7065-0000		UNIFORMS		21.67	
23027265	Invoice	08/06/2020	Prudential Uniforms	0.00	54.20	
	750-7300-7065-0000		UNIFORMS		54.20	
	Void	08/06/2020	Regular	0.00	0.00	106618
2135	RESOURCE BUILDING MATERIALS	08/06/2020	Regular	0.00	55.92	106619
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2882930	Invoice	08/06/2020	DEPT SUPPLIES	0.00	55.92	
	100-6050-7070-5450		SPEC DEPT EXP - STETSON		55.92	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	08/06/2020	Regular	0.00	401.02	106620
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
7351032	Invoice	06/30/2020	DEPT SUPPLIES	0.00	40.41	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		40.41	
7351043	Invoice	06/30/2020	DEPT SUPPLIES	0.00	14.00	
	100-6050-7070-018X		SPEC DEPT EXP - IA 18		14.00	
7397540	Invoice	06/30/2020	DEPT SUPPLIES	0.00	39.29	
	100-6050-7070-5250		SPEC DEPT EXP - RANGAL		39.29	
7399012	Invoice	06/30/2020	DEPT SUPPLIES	0.00	14.00	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A		14.00	
7399208	Invoice	06/30/2020	DEPT SUPPLIES	0.00	34.85	
	100-6050-7070-006A		SPEC DEPT EXP - IA 6A		34.85	
7399321	Invoice	06/30/2020	DEPT SUPPLIES	0.00	26.77	
	100-6050-7070-0000		SPECIAL DEPT SUPPLIES		26.77	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7402750	Invoice 100-6050-7070-008A	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 8A	0.00	27.78	
7403348	Invoice 100-6050-7070-5250	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - RANGAL	0.00	33.62	
7405493	Invoice 100-6050-7070-011A	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 11A	0.00	14.00	
7405603	Invoice 100-6050-7070-003X	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 3	0.00	14.00	
7406491	Invoice 100-6050-7070-003X	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 3	0.00	30.31	
7440336	Invoice 100-6050-7070-5050	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - DEFORG	0.00	14.00	
7441954	Invoice 100-6050-7070-010A	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 10A	0.00	58.09	
7443460	Invoice 100-6050-7070-006A	06/30/2020	DEPT SUPPLIES SPEC DEPT EXP - IA 6A	0.00	39.90	
2170	RIVERSIDE COUNTY SHERIFF DEPARTMENT	08/06/2020	Regular	0.00	455.00	106621
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
171DOW1S BRO	Invoice	08/06/2020	11/02/20-11/06/20 TRAFFIC COLLISION T	0.00	455.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	11/02/20-11/06/20 TRAFFIC CO	455.00		
2218	RYAN BRIEDA	08/06/2020	Regular	0.00	100.00	106622
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
07/25/20 07/27/	Invoice	08/06/2020	K9 KENNELING	0.00	100.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	240-2080-7096-0000	PROGRAM COSTS - K9	K9 KENNELING	100.00		
3716	SCCI, INC	08/06/2020	Regular	0.00	250.00	106623
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
180623	Invoice	06/30/2020	EMPLOYEE TRAINING	0.00	250.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	700-4050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	250.00		
3570	SDC FAIRWAY CANYON LLC	08/06/2020	Regular	0.00	50,000.00	106624
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
IA 19E & IA 19D	Invoice	08/06/2020	CFD DEPOSIT REFUND	0.00	50,000.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	250-0000-1198-0000	CFD FORMATION - SDC FA	CFD DEPOSIT REFUND	50,000.00		
2289	SIMPLIFILE	08/06/2020	Regular	0.00	744.00	106625
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
CAIWAQ 07/31/20	Invoice	08/06/2020	RECORDING SERVICES	0.00	744.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-1200-7068-0000	CONTRACTUAL SERVICES	RECORDING SERVICES	744.00		
3260	SITEONE LANDSCAPE SUPPLY, LLC	08/06/2020	Regular	0.00	372.38	106626
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
100561056-003	Invoice	06/30/2020	DEPT SUPPLIES	0.00	372.38	
	Account Number	Account Name	Item Description	Distribution Amount		
	100-6050-7070-5999	SPEC DEPT EXP - ALL PAR	DEPT SUPPLIES	372.38		
2300	SO CAL INDUSTRIES	08/06/2020	Regular	0.00	75.43	106627

Check Report

Date Range: 07/31/2020

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
430062	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	75.43	
	100-6000-7085-5250	BLDG MAINT - RANGAL P	BUILDING MAINTENANCE		75.43	
2309	SOUTH COAST AQMD	08/06/2020	Regular	0.00	557.42	106628
3673497	Invoice	08/06/2020	ANNUAL RENEWAL FEES	0.00	421.02	
	700-4050-7022-002X	LICENSE, PERMITS, FEES	ANNUAL RENEWAL FEES		421.02	
3676905	Invoice	08/06/2020	EMISSIONS FEE	0.00	136.40	
	700-4050-7022-002X	LICENSE, PERMITS, FEES	EMISSIONS FEE		136.40	
2311	SOUTHERN CALIFORNIA EDISON	08/06/2020	Regular	0.00	12,520.46	106629
08/06/20	Invoice	08/06/2020	ELECTRIC UTILITY	0.00	12,520.46	
	100-3250-7010-0000	UTILITIES	ELECTRIC UTILITY		2,165.17	
	100-3250-7010-007A	UTILITIES (IA 7A)	ELECTRIC UTILITY		106.03	
	100-3250-7010-007D	UTILITIES (IA 7D)	ELECTRIC UTILITY		83.14	
	100-3250-7010-008A	UTILITIES (IA 8A)	ELECTRIC UTILITY		397.88	
	100-3250-7010-008B	UTILITIES (IA 8B)	ELECTRIC UTILITY		65.78	
	100-3250-7010-008C	UTILITIES (IA 8C)	ELECTRIC UTILITY		161.87	
	100-3250-7010-008D	UTILITIES (IA 8D)	ELECTRIC UTILITY		18.85	
	100-3250-7010-010A	UTILITIES (IA 10)	ELECTRIC UTILITY		37.33	
	100-3250-7010-012A	UTILITIES (IA 12)	ELECTRIC UTILITY		79.30	
	100-3250-7010-014A	UTILITIES (IA 14A)	ELECTRIC UTILITY		115.60	
	100-3250-7010-014X	UTILITIES (IA 14)	ELECTRIC UTILITY		92.61	
	100-3250-7010-018X	UTILITIES (IA 18)	ELECTRIC UTILITY		53.40	
	100-3250-7010-019A	UTILITIES (IA 19A)	ELECTRIC UTILITY		166.31	
	100-3250-7010-019C	UTILITIES (IA 19C)	ELECTRIC UTILITY		211.56	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	ELECTRIC UTILITY		319.09	
	100-6050-7010-0000	UTILITIES	ELECTRIC UTILITY		258.87	
	100-6050-7010-002X	UTILITIES IA 2	ELECTRIC UTILITY		187.30	
	100-6050-7010-005X	UTILITIES IA 5	ELECTRIC UTILITY		7,298.99	
	100-6050-7010-007A	UTILITIES IA 7A	ELECTRIC UTILITY		13.97	
	100-6050-7010-008C	UTILITIES IA 8C	ELECTRIC UTILITY		15.74	
	100-6050-7010-008E	UTILITIES IA 8E	ELECTRIC UTILITY		13.53	
	100-6050-7010-014X	UTILITIES IA 14	ELECTRIC UTILITY		13.72	
	100-6050-7010-06A1	UTILITIES IA 6A1	ELECTRIC UTILITY		25.48	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS)	ELECTRIC UTILITY		555.42	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	ELECTRIC UTILITY		63.52	
2329	ST. FRANCIS ELECTRIC	08/06/2020	Regular	0.00	4,386.46	106630
16605101	Invoice	06/30/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,120.00	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE		1,120.00	
16605102	Invoice	06/30/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	629.50	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE		629.50	
16605103	Invoice	06/30/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	776.00	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE		776.00	
16605111	Invoice	06/30/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,120.00	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE		1,120.00	
16605112	Invoice	06/30/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	740.96	
	100-3250-7068-0000	CONTRACTUAL SERVICES	TRAFFIC SIGNAL MAINTENANCE		740.96	
2360	STRADLING YOCCA CARLSON & RAUTH	08/06/2020	Regular	0.00	11,648.00	106631

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Date Range: 07/31/2020 Item 2. 020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
366104-0014	Invoice	08/06/2020	LEGAL SERVICES	0.00	380.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		380.00	
GENERAL BOND	Invoice	06/30/2020	LEGAL SERVICES	0.00	8,777.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		8,777.00	
THIRD PARY CLAI	Invoice	06/30/2020	LEGAL SERVICES	0.00	2,491.00	
	<u>100-1300-7068-000B</u>		CONTRACTUAL SERVICES		2,491.00	
2389	TAYLOR'S APPLIANCES	08/06/2020	Regular	0.00	1,256.37	106632
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
BE3909-0	Invoice	08/06/2020	DEPT SUPPLIES	0.00	1,256.37	
	<u>100-6000-7070-6055</u>		SPEC DEPT EXP- FIRE STAT		1,256.37	
3874	THE PAPE GROUP INC	08/06/2020	Regular	0.00	8,447.52	106633
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
705904	Invoice	08/06/2020	Generator Maintenance for Lower Oak lift	0.00	1,478.39	
	<u>700-4050-7090-019C</u>		EQUIPMENT SUPPLIES/M		1,478.39	
705904-2	Invoice	08/06/2020	MAINTENANCE FOR 11 WW GENERATORS	0.00	711.68	
	<u>700-4050-7090-0000</u>		EQUIPMENT SUPPLIES/M		711.68	
705905	Invoice	06/30/2020	Generator Maintenance WWTP BLDG 8 O	0.00	3,731.02	
	<u>700-4050-7090-0000</u>		EQUIPMENT SUPPLIES/M		3,731.02	
705914	Invoice	06/30/2020	Generator Maintenance LITTLE LOWER O	0.00	2,526.43	
	<u>700-4050-7090-019C</u>		EQUIPMENT SUPPLIES/M		2,526.43	
2416	THE PRESS-ENTERPRISE	08/06/2020	Regular	0.00	244.95	106634
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0011398604	Invoice	08/06/2020	ADVERTISING	0.00	244.95	
	<u>100-3100-7020-0000</u>		ADVERTISING		244.95	
2430	TIME WARNER CABLE	08/06/2020	Regular	0.00	196.04	106635
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0013594072020	Invoice	08/06/2020	PHONE UTILITY	0.00	149.06	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		149.06	
0014188072020	Invoice	08/06/2020	PHONE UTILITY	0.00	46.98	
	<u>100-1230-7015-6055</u>		TELEPHONE (MAPLE AVE)		46.98	
2873	TPX COMMUNICATIONS	08/06/2020	Regular	0.00	448.80	106636
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
132277990-0	Invoice	08/06/2020	PHONE UTILITY	0.00	448.80	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		448.80	
2484	VERIZON	08/06/2020	Regular	0.00	6,081.78	106637
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9859359116	Invoice	08/06/2020	PHONE UTILITY	0.00	1,407.60	
	<u>100-1230-7015-0000</u>		TELEPHONE		1,407.60	
9859549717	Invoice	08/06/2020	PHONE UTILITY	0.00	4,674.18	
	<u>100-1230-7015-0000</u>		TELEPHONE		3,062.06	
	<u>750-7000-7015-0000</u>		TELEPHONE		1,612.12	
2490	VERIZON BUSINESS SERVICE	08/06/2020	Regular	0.00	1,650.24	106638

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
71529634	Invoice	08/06/2020	PHONE UTILITY	0.00	80.31	
	100-1230-7015-0000	TELEPHONE	PHONE UTILITY		80.31	
71539595	Invoice	08/06/2020	PHONE UTILITY	0.00	1,569.93	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)	PHONE UTILITY		1,569.93	
3422	WAXIE SANITARY SUPPLY	08/06/2020	Regular	0.00	761.27	106639
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
79306175	Invoice	08/06/2020	BUILDING SUPPLIES	0.00	65.89	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING SUPPLIES		65.89	
79342495	Invoice	08/06/2020	DEPT SUPPLIES	0.00	695.38	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		695.38	
3254	WOOD ENVIRONMENT & INFRASTRUCTURE SO	08/06/2020	Regular	0.00	420.00	106640
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
544142779	Invoice	08/06/2020	BIOLOGICAL RESOURCE ASSISTANCE TO P	0.00	420.00	
	710-0000-7068-0000	CONTRACTUAL SERVICE	BIOLOGICAL RESOURCE ASSISTA		420.00	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	08/06/2020	Regular	0.00	1,693.77	106641
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
401021582	Invoice	08/06/2020	PUMP RENTAL FOR NOBLE CREEK LIFT STA	0.00	1,693.77	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	PUMP RENTAL FOR NOBLE CREE		1,005.02	
	700-4050-7075-0000	EQUIPMENT LEASING/RE	PUMP RENTAL		688.75	
2559	YORK INSURANCE SERVICES GROUP, INC	08/06/2020	Regular	0.00	9,492.75	106642
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
500020266	Invoice	08/06/2020	INSURANCE SERVICES	0.00	9,492.75	
	100-1240-7068-0000	CONTRACTUAL SERVICES	INSURANCE SERVICES		9,492.75	
1979	MUTUAL OF OMAHA	07/31/2020	Bank Draft	0.00	26,314.64	DFT0002279
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PACKAGE 400773	Invoice	07/31/2020	457 AND 401A	0.00	26,314.64	
	100-0000-2075-0000	DEFERRED COMPENSATI	457 AND 401A		26,314.64	
1979	MUTUAL OF OMAHA	07/31/2020	Bank Draft	0.00	427.54	DFT0002280

Check Report

Date Range: 07/31/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PACKAGE 400774	Invoice	07/31/2020	FICA PAYDATE 07/31/20	0.00	427.54	
	100-0000-2132-0000	P.A.R.S. WITHHOLDING	FICA PAYDATE 07/31/20		388.34	
	100-1050-6035-0000	FICA/PARS	FICA PAYDATE 07/31/20		12.60	
	100-1150-6035-0000	FICA/PARS	FICA PAYDATE 07/31/20		0.84	
	100-1225-6035-0000	FICA/PARS	FICA PAYDATE 07/31/20		0.84	
	100-1350-6035-0000	FICA/PARS	FICA PAYDATE 07/31/20		1.50	
	100-2090-6035-0000	FICA/PARS	FICA PAYDATE 07/31/20		23.42	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	208	69	0.00	420,289.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	2	2	0.00	26,742.18
EFT's	14	5	0.00	1,619,089.61
	224	79	0.00	2,066,121.52

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	208	69	0.00	420,289.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	2	2	0.00	26,742.18
EFT's	14	5	0.00	1,619,089.61
	224	79	0.00	2,066,121.52

+ 1794.39 Refund checks

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2020	26,742.18
999	POOLED CASH	8/2020	2,039,379.34
			2,066,121.52



Recent Account Activity

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Recent Account Activity July 30 2020 to August 05 2020

Start-of-day available: 58,566,059.76

Current available: 58,361,244.56

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

Start-of-day ledger: 58,566,059.76 **Current ledger:** 58,361,244.56

▼Date▲	▼Description▲	▼Credits▲	▼Debits▲
07/30/20	CALPERS 100000016104781		-673.80 ✓
07/30/20	MERCHANT BANKCD DEPOSIT 073020496299 334888	22,710.71	
07/30/20	MERCHANT BANKCD DEPOSIT 073020496299 332882	20,206.27	
07/31/20	CITY OF BEAUMONT20200729 073120000001OFFSET		-122,208.65 ✓
07/31/20	85995 RSVD AP PAYMENT073120000299	101,049.21	
07/31/20	RIVERSIDE CNTY RMR*IV*FY20 06/20 Final Payment COPS*	25,000.03	
07/31/20	MERCHANT BANKCD DEPOSIT 073120496299 334888	16,033.07	
07/31/20	MERCHANT BANKCD DEPOSIT 073120496299 332882	9,773.56	
07/31/20	CBP TREAS 310 RMR*IV*ICEJOPSREIM120LA2864ENDMAY*PI*	1,138.01	
08/03/20	MG Trust 000000014208032007C64CN200142		-23,534.51 ✓
08/03/20	MG Trust 000000014208032007C647PX00142		-2,780.13 ✓
08/03/20	MG Trust 000000014208032007C64KLF00142		-427.54 ✓
08/03/20	RIVERSIDE CNTY RMR*IV*0000129393**0339800.93/	339,800.93	
08/03/20	MERCHANT BANKCD DEPOSIT 080320496299 334888	62,319.24	
08/03/20	MERCHANT BANKCD DEPOSIT 080320496299 334888	32,122.62	
08/03/20	MERCHANT BANKCD DEPOSIT 080320496299 334888	21,371.42	
08/03/20	GLOBAL PAYMENTS GLOBAL DEP0803208788242969011	3,864.09	
08/03/20	MERCHANT BANKCD DEPOSIT 080320496299 332882	3,089.05	
08/03/20	GLOBAL PAYMENTS GLOBAL DEP0803208788242968968	261.00	
08/04/20	AUTHNET GATEWAY BILLING 080420113063654		-307.80 ✓
08/04/20	KAISER FOUNDATIOPLAN FUND 08042020214CCD0C96B		-178.00 ✓
08/04/20	AUTHNET GATEWAY BILLING 080420113017055		-25.00 ✓
08/04/20	RETURN SETTLE PPDOFFSET 080420-SETT-CITIPLN	0.00	
08/04/20	CITY OF BEAUMONTUTILITY DD080420000001OFFSET	154,465.76	
08/04/20	MERCHANT BANKCD DEPOSIT 080420496299 334888	41,112.65	
08/04/20	MERCHANT BANKCD DEPOSIT 080420496299 332882	18,347.07	
08/04/20	Token Transit (SToken Tran080420ST-B5F3L5N7Y5Y2	9.73	
08/05/20	RETURN SETTLE PPDOFFSET 080520-SETT-CITIPLN		-4,041.60 ✓
08/05/20	RETURN SETTLE PPDOFFSET 080520-SETT-CITIPLN		-447.80 ✓
08/05/20	RETURN SETTLE PPDOFFSET 080520-SETT-CITIPLN		-163.12 ✓
08/05/20	RETURN SETTLE PPDOFFSET 080520-SETT-CITIPLN		-81.56 ✓
08/05/20	RETURN SETTLE PPDOFFSET 080520-SETT-CITIPLN	0.00	
08/05/20	RETURN SETTLE PPDOFFSET 080520-SETT-CITIPLN	0.00	
08/05/20	RIVERSIDE CNTY RMR*IV*0000129761**0002031.82/	2,031.82	

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Recent Account Activity



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Recent Account Activity July 30 2020 to August 05 2020		Start-of-day available: 58,566,059.76	Current available: 58,361,244.56
Wires Only for Checking Account: *****8965		Start-of-day ledger: 58,566,059.76	Current ledger: 58,361,244.56
▼Date▲	▼Description▲	▼Credits▲	▼Debits▲
07/31/20	WIRE FROM CITY OF BEAUMONT073120	322,084.21	

Generated August 06 2020 at 20:28:59

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WARRANTS TO BE RATIFIED

Thursday, August 13, 2020

Printed Checks	106643	\$	353.44	Refund Check
	106644-106682	\$	30,056.10	FY 19/20
		\$	132,001.56	FY 20/21
	A/P Total	<u>\$</u>	<u>162,057.66</u>	
Bank Drafts	CalPERS	\$	47,205.20	742 Classic 20/21
		\$	45,450.30	743 Classic 20/21
		\$	17,118.57	27308 PEPRA
		\$	10,138.48	25763 PEPRA
		\$	1,761.60	1959 Survivor Billing
		\$	600.00	1959 Survivor Billing
	Returned Payments	\$	1,792.76	
Bank Wires	Wilmington Trust	\$	16,972,354.24	9.1.20 Debt Service Payment

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

SIGNATURE: Brian J. Smith
 TITLE: CITY TREASURER

SIGNATURE: [Signature]
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Item 2.
Check Report

By Check Number

Date Range: 08/07/2020 - 08/13/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1006	AB LANDSCAPE	08/12/2020	Regular	0.00	10,400.00	106644
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>732020</u>	Invoice	08/12/2020	Weed abatement for 4 areas Brookside/F	0.00	2,100.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES Weed abatement for 4 areas Br		2,100.00	
<u>732021</u>	Invoice	08/12/2020	Weed abatement for 4 areas Brookside/F	0.00	1,000.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES Weed abatement for 4 areas Br		1,000.00	
<u>732022</u>	Invoice	08/12/2020	Weed abatement for 4 areas Brookside/F	0.00	2,500.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES Weed abatement for 4 areas Br		2,500.00	
<u>732023</u>	Invoice	08/12/2020	Weed abatement for 4 areas Brookside/F	0.00	500.00	
	<u>100-6050-7068-0000</u>		CONTRACTUAL SERVICES Weed abatement for 4 areas Br		500.00	
<u>732024</u>	Invoice	08/12/2020	Weed abatement per WWTP	0.00	4,300.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES Weed abatement per WWTP		4,300.00	
1023	ADVANCED WORKPLACE STRATEGIES	08/12/2020	Regular	0.00	294.50	106645
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>430074</u>	Invoice	08/12/2020	FIRST AID	0.00	294.50	
	<u>100-6050-6019-0000</u>		FIRST AID		71.00	
	<u>700-4050-6019-0000</u>		FIRST AID		74.50	
	<u>750-7000-6019-0000</u>		FIRST AID		74.50	
	<u>750-7700-6019-0000</u>		FIRST AID		74.50	
3831	ANIMAL PEST MANAGEMENT SERVICES, INC	08/12/2020	Regular	0.00	685.00	106646
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>622864</u>	Invoice	06/30/2020	Pest control for city buildings	0.00	685.00	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY Pest control for city buildings		44.52	
	<u>100-6000-7068-6027</u>		CONTRACTUAL SVC - CITY Pest control for city buildings		31.10	
	<u>100-6000-7068-6029</u>		CONTRACTUAL SVC - CITY Pest control for city buildings		37.95	
	<u>100-6000-7068-6030</u>		CONTRACTUAL SVC - CITY Pest control for city buildings		31.10	
	<u>100-6000-7068-6032</u>		CONTRACTUAL SVC - CITY Pest control for city buildings		30.82	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC - POLI Pest control for city buildings		51.38	
	<u>100-6000-7068-6041</u>		CONTRACTUAL SVC - POLI Pest control for city buildings		30.82	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC - COM Pest control for city buildings		89.05	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC - COM Pest control for city buildings		142.43	
	<u>100-6000-7068-6048</u>		CONTRACTUAL SERVICES Pest control for city buildings		31.10	
	<u>100-6000-7068-6055</u>		CONTRACTUAL SVC - FIRE Pest control for city buildings		44.52	
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC - 713 Pest control for city buildings		31.17	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES Pest control for city buildings		44.52	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES Pest control for city buildings		44.52	
1098	AUTOMATED GATE SERVICES, INC	08/12/2020	Regular	0.00	238.00	106647
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>146095</u>	Invoice	08/12/2020	SECURITY SERVICES	0.00	238.00	
	<u>100-6000-7087-6040</u>		SECURITY - POLICE DEPT SECURITY SERVICES		238.00	
1005	A-Z BUS SALES, INC.	08/12/2020	Regular	0.00	555.02	106648

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>01P696812</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	555.02	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE		555.02	
2622	BANNING GLASS, MIRROR & SCREEN	08/12/2020	Regular	0.00	407.30	106649
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>33</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	407.30	
	<u>750-7800-7037-0000</u>		VEHICLE MAINTENANCE		407.30	
1127	BEAUMONT DO IT BEST HOME CENTER	08/12/2020	Regular	0.00	16.75	106650
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>490198</u>	Invoice	08/12/2020	PO for needed purchase for vehical maint	0.00	9.20	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		9.20	
<u>490406</u>	Invoice	08/12/2020	PO for needed purchase for vehical maint	0.00	7.55	
	<u>750-7300-7070-0000</u>		SPECIAL DEPT SUPPLIES		7.55	
1140	BEAUMONT SAFE & LOCK	08/12/2020	Regular	0.00	109.00	106651
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>73603</u>	Invoice	08/12/2020	BUILDING SUPPLIES/MAINT	0.00	109.00	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		54.50	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		54.50	
1160	BIG TIME DESIGN	08/12/2020	Regular	0.00	905.10	106652
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>4791</u>	Invoice	08/12/2020	RECREATION PROGRAMS - TSHIRTS	0.00	905.10	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		905.10	
3215	BURGESSON'S HEATING & AIR CONDITIONING, I	08/12/2020	Regular	0.00	781.00	106653
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1215091</u>	Invoice	08/12/2020	install 12 Gaurdian QR + Air Purifier in air	0.00	781.00	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL		585.75	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE		195.25	
1344	CREATIVE BUS SALES, INC	08/12/2020	Regular	0.00	1,122.43	106654
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>5202850</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	879.41	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		879.41	
<u>5203724</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	243.02	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE		243.02	
1414	DIAMOND HILLS AUTO GROUP	08/12/2020	Regular	0.00	480.12	106655
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>25008844</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	480.12	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		480.12	
1473	EMPLOYMENT DEVELOPMENT DEPT.	08/12/2020	Regular	0.00	29,258.00	106656

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>10347930336</u>	Invoice	06/30/2020	UNEMPLOYMENT	0.00	29,258.00	
	<u>100-1550-6025-0000</u>		UNEMPLOYMENT		11,494.00	
	<u>100-2050-6025-0000</u>		UNEMPLOYMENT		2,700.00	
	<u>100-2090-6025-0000</u>		UNEMPLOYMENT		5,150.00	
	<u>100-6050-6025-0000</u>		UNEMPLOYMENT		3,600.00	
	<u>100-6150-6025-0000</u>		UNEMPLOYMENT		855.00	
	<u>750-7000-6025-0000</u>		UNEMPLOYMENT		3,600.00	
	<u>750-8100-6025-0000</u>		UNEMPLOYMENT		1,859.00	
1518	FLYERS ENERGY	08/12/2020	Regular	0.00	245.59	106657
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>CFS-2337454</u>	Invoice	08/12/2020	FUEL	0.00	245.59	
	<u>750-7100-7050-0000</u>		FUEL		64.01	
	<u>750-7400-7050-0000</u>		FUEL		91.54	
	<u>750-7600-7050-0000</u>		FUEL		90.04	
1522	FOX OCCUPATIONAL	08/12/2020	Regular	0.00	233.10	106658
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>119953</u>	Invoice	08/12/2020	FIRST AID	0.00	120.00	
	<u>700-4050-6019-0000</u>		FIRST AID		80.00	
	<u>750-7700-6019-0000</u>		FIRST AID		40.00	
<u>203305-37217-11</u>	Invoice	06/30/2020	FIRST AID	0.00	113.10	
	<u>100-2050-6019-0000</u>		FIRST AID		113.10	
1533	FRONTIER COMMUNICATIONS	08/12/2020	Regular	0.00	1,412.40	106659
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>323-156-8188-02</u>	Invoice	08/12/2020	TELEPHONE UTILITY	0.00	85.98	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD)		85.98	
<u>951-769-8500-01</u>	Invoice	08/12/2020	TELEPHONE UTILITY	0.00	1,326.42	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		1,326.42	
3572	HECTOR ALVARADO	08/12/2020	Regular	0.00	1,530.00	106660
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>1262</u>	Invoice	08/12/2020	CONTRACTUAL SERVICES	0.00	1,530.00	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		90.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		360.00	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		360.00	
	<u>750-7700-7068-0000</u>		CONTRACTUAL SERVICES		180.00	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		90.00	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		90.00	
	<u>750-8000-7068-0000</u>		CONTRACTUAL SERVICES		90.00	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		180.00	
	<u>750-8200-7068-0000</u>		CONTRACTUAL SERVICES		90.00	
4190	KAREN ROYER	08/12/2020	Regular	0.00	315.00	106661
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>8/12/20 SETTLE</u>	Invoice	08/12/2020	SETTLEMENT AGREEMENT	0.00	315.00	
	<u>100-1240-7081-0000</u>		CLAIM COSTS		315.00	
1979	MUTUAL OF OMAHA	08/12/2020	Regular	0.00	1,182.50	106662

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>F-01112082</u>	Invoice	08/12/2020	CONTRACTUAL SERVICES	0.00	75.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES CONTRACTUAL SERVICES		75.00	
<u>F-01112083</u>	Invoice	08/12/2020	CONTRACTUAL SERVICES	0.00	908.75	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES CONTRACTUAL SERVICES		908.75	
<u>F-01112084</u>	Invoice	08/12/2020	CONTRACTUAL SERVICES	0.00	198.75	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES CONTRACTUAL SERVICES		198.75	
1984	NAPA AUTO PARTS	08/12/2020	Regular	0.00	663.97	106663
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>128155</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	6.45	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		6.45	
<u>128351</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	105.50	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		105.50	
<u>128441</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	72.72	
	<u>750-8000-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		72.72	
<u>128651</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	435.13	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		435.13	
<u>129337</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	44.17	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		44.17	
2009	O'REILLY AUTO PARTS	08/12/2020	Regular	0.00	949.41	106664
<u>Payable #</u>	<u>Payable Type</u>	<u>Post Date</u>	<u>Payable Description</u>	<u>Discount Amount</u>	<u>Payable Amount</u>	
	<u>Account Number</u>	<u>Account Name</u>	<u>Item Description</u>	<u>Distribution Amount</u>		
<u>2678-279190</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	22.61	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		22.61	
<u>2678-281502</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	6.45	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		6.45	
<u>2678-281558</u>	Credit Memo	08/12/2020	VEHICLE MAINTENANCE	0.00	-75.43	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		-75.43	
<u>2678-281642</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	76.25	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		76.25	
<u>2678-282470</u>	Credit Memo	08/12/2020	VEHICLE MAINTENANCE	0.00	-63.69	
	<u>750-8100-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		-63.69	
<u>2678-282508</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	40.93	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		40.93	
<u>2678-282711</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	362.14	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		362.14	
<u>2678-282757</u>	Credit Memo	08/12/2020	VEHICLE MAINTENANCE	0.00	-36.00	
	<u>750-7600-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		-36.00	
<u>2678-282810</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	27.98	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		27.98	
<u>2678-282827</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	144.19	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		144.19	
<u>2678-282828</u>	Credit Memo	08/12/2020	VEHICLE MAINTENANCE	0.00	-18.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		-18.00	
<u>2678-283289</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	524.76	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		524.76	
<u>2678-283486</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	30.15	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		30.15	
<u>2678-283536</u>	Credit Memo	08/12/2020	VEHICLE MAINTENANCE	0.00	-295.31	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		-295.31	

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<u>2678-284108</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	58.49	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		58.49	
<u>2678-284536</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	143.89	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		143.89	
	Void	08/12/2020	Regular	0.00	0.00	106665
2039	PARKHOUSE TIRE, INC.	08/12/2020	Regular	0.00	3,031.64	106666
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2030190977</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	387.43	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		387.43	
<u>2030191141</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	617.34	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		617.34	
<u>2030191366</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	1,019.71	
	<u>750-7400-7037-0000</u>		VEHICLE MAINTENANCE		1,019.71	
<u>2030191526</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	516.36	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		516.36	
<u>2030191670</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	490.80	
	<u>100-6050-7037-0000</u>		VEHICLE MAINTENANCE		490.80	
2051	PAYCHEX HUMAN RESOURCES SERVICES	08/12/2020	Regular	0.00	700.00	106667
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>9949708 7/30/20</u>	Invoice	08/12/2020	TIME CLOCK USAGE	0.00	700.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		23.36	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		350.00	
	<u>700-4050-7068-0000</u>		CONTRACTUAL SERVICES		70.00	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7100-7068-0000</u>		CONTRACTUAL SERVICES		5.84	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		140.00	
	<u>750-7400-7068-0000</u>		CONTRACTUAL EXPENSES		23.20	
	<u>750-7600-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7700-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7800-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-7900-7068-0000</u>		CONTRACTUAL SERVICES		11.68	
	<u>750-8000-7068-0000</u>		CONTRACTUAL SERVICES		5.84	
	<u>750-8100-7068-0000</u>		CONTRACTUAL SERVICES		17.52	
	<u>750-8200-7068-0000</u>		CONTRACTUAL SERVICES		5.84	
2066	PITNEY BOWES-1183	08/12/2020	Regular	0.00	2,157.36	106668
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>8000-9000-0098-</u>	Invoice	08/12/2020	CONTRACTUAL SERVICES	0.00	2,157.36	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		2,157.36	
2098	QUILL CORPORATON	08/12/2020	Regular	0.00	1,008.39	106669
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>8867739</u>	Invoice	08/12/2020	OFFICE SUPPLIES	0.00	19.37	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		19.37	
<u>8871258</u>	Invoice	08/12/2020	OFFICE SUPPLIES	0.00	466.07	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		68.63	
	<u>100-1230-7090-0000</u>		EQUIPMENT SUPPLIES/M		267.53	
	<u>700-4050-7025-0000</u>		OFFICE SUPPLIES		129.91	
<u>9083520</u>	Invoice	08/12/2020	OFFICE SUPPLIES	0.00	120.58	
	<u>100-3100-7025-0000</u>		OFFICE SUPPLIES		120.58	
<u>9083671</u>	Invoice	08/12/2020	OFFICE SUPPLIES	0.00	402.37	
	<u>100-1200-7025-0000</u>		OFFICE SUPPLIES		365.40	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-1225-7025-0000</u>	08/12/2020	Regular	0.00	8.32	106670
	<u>100-1350-7025-0000</u>	08/12/2020	Regular	0.00	20.33	106670
	<u>100-3100-7025-0000</u>	08/12/2020	Regular	0.00	8.32	106670
4191	RENEE ORTIZ	08/12/2020	Regular	0.00	5.00	106670
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8/6/2020</u>	Invoice	08/12/2020	REIMBURSEMENT ON CANCELED YARD SA	0.00	5.00	
	<u>100-0000-4315-0000</u>		YARD SALE		5.00	
2135	RESOURCE BUILDING MATERIALS	08/12/2020	Regular	0.00	15.39	106671
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2898425</u>	Invoice	08/12/2020	SPECIAL DEPT SUPPLIES	0.00	15.39	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		15.39	
2988	RHONDA KEYSER	08/12/2020	Regular	0.00	1,525.84	106672
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8/14/2020</u>	Invoice	08/12/2020	SPOUSAL SUPPORT	0.00	1,525.84	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		1,525.84	
2170	RIVERSIDE COUNTY SHERIFF DEPARTMENT	08/12/2020	Regular	0.00	538.00	106673
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>ACADEMY INST C</u>	Invoice	08/12/2020	ACADEMY INSTRUCTOR COURSE 8/17-21/	0.00	538.00	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		538.00	
2281	SHRED-IT	08/12/2020	Regular	0.00	638.18	106674
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8180174570</u>	Invoice	08/12/2020	CONTRACTUAL SERVICES	0.00	638.18	
	<u>100-1200-7068-0000</u>		CONTRACTUAL SERVICES		489.84	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		148.34	
2311	SOUTHERN CALIFORNIA EDISON	08/12/2020	Regular	0.00	26,268.17	106675
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>8/12/2020</u>	Invoice	08/12/2020	ELECTRIC UTILITY	0.00	26,268.17	
	<u>100-3250-7010-0000</u>		UTILITIES		13,361.16	
	<u>100-3250-7010-003X</u>		UTILITIES (IA 3)		2,899.32	
	<u>100-3250-7010-006B</u>		UTILITIES (IA 6B)		2,498.58	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		10.91	
	<u>100-3250-7010-007B</u>		UTILITIES (IA 7B)		78.57	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		312.97	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		589.48	
	<u>100-3250-7010-011A</u>		UTILITIES (IA 11A)		145.40	
	<u>100-3250-7010-014B</u>		UTILITIES (IA 14B)		35.54	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		1,480.79	
	<u>100-3250-7010-018X</u>		UTILITIES (IA 18)		113.34	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		3,739.91	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		861.17	
	<u>100-6050-7010-0000</u>		UTILITIES		141.03	
2407	THE GAS COMPANY	08/12/2020	Regular	0.00	322.10	106676
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>03822937417 8/2</u>	Invoice	08/12/2020	GAS UTILITY	0.00	18.73	
	<u>100-6000-7010-6041</u>		UTILITIES - POLICE ANNEX		18.73	
<u>05789544425 8/2</u>	Invoice	08/12/2020	GAS UTILITY	0.00	73.49	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6000-7010-6045		UTILITIES - COMMUNITY		73.49	
<u>09712228007</u> 8/2	Invoice	08/12/2020	GAS UTILITY	0.00	53.91	
	100-6000-7010-6025		UTILITIES - CITY HALL		53.91	
<u>10552230004</u> 8/2	Invoice	08/12/2020	GAS UTILITY	0.00	25.59	
	750-7300-7010-0000		UTILITIES		25.59	
<u>15382227021</u> 8/2	Invoice	08/12/2020	GAS UTILITY	0.00	61.37	
	750-7000-7010-0000		UTILITIES		61.37	
<u>19782338008</u> 8/2	Invoice	08/12/2020	GAS UTILITY	0.00	89.01	
	100-6000-7010-6055		UTILITIES - FIRE STATION		89.01	
2430	TIME WARNER CABLE	08/12/2020	Regular	0.00	2,778.40	106677
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>0241971072520</u>	Invoice	08/12/2020	TELEPHONE UTILITY	0.00	2,778.40	
	100-1230-7015-6025		TELEPHONE (CITY HALL)		2,778.40	
2651	TSR CONSTRUCTION AND INSPECTION	08/12/2020	Regular	0.00	45,495.50	106678
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>5</u>	Invoice	08/12/2020	Rangel Prk improvement project 2018-00	0.00	45,495.50	
	215-0000-8020-0000		LAND IMPROVEMENTS		45,495.50	
2484	VERIZON	08/12/2020	Regular	0.00	798.21	106679
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>9859549718</u>	Invoice	08/12/2020	PHONE UTILITY	0.00	798.21	
	750-7100-7015-0000		TELEPHONE		76.02	
	750-7400-7015-0000		TELEPHONE		228.06	
	750-7600-7015-0000		TELEPHONE		190.05	
	750-7700-7015-0000		TELEPHONE		76.02	
	750-7800-7015-0000		TELEPHONE		38.01	
	750-7900-7015-0000		TELEPHONE		38.01	
	750-8000-7015-0000		TELEPHONE		38.01	
	750-8100-7015-0000		TELEPHONE		76.02	
	750-8200-7015-0000		TELEPHONE		38.01	
3422	WAXIE SANITARY SUPPLY	08/12/2020	Regular	0.00	410.74	106680
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>79342361</u>	Invoice	08/12/2020	BULDING SUPPLIES	0.00	410.74	
	100-6000-7085-6040		BLDG MAINT - POLICE DE		410.74	
2536	WELDORS SUPPLY AND STEEL CO	08/12/2020	Regular	0.00	6.55	106681
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>16645</u>	Invoice	08/12/2020	VEHICLE MAINTENANCE	0.00	6.55	
	100-6050-7037-0000		VEHICLE MAINTENANCE		6.55	
2540	WESTERN RIVERSIDE COUNTY REGIONAL CONS	08/12/2020	Regular	0.00	24,574.00	106682

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Date Range: 08/07/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>JULY 20</u>	Invoice	08/12/2020	JULY 2020 MSHCP FEES	0.00	24,574.00	
	<u>570-0000-2005-0000</u>	DUE TO WRCRCA (MSHCP	JULY 2020 MSHCP FEES		24,574.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	79	38	0.00	162,057.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	79	39	0.00	162,057.66

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	79	38	0.00	162,057.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	79	39	0.00	162,057.66

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2020	162,057.66
			162,057.66





WARRANTS TO BE RATIFIED

Thursday, August 20, 2020

Printed Checks	106683-106685 & 106750-106757	\$	748.78	Refund Checks
	106686-106749	\$	157,927.02	FY 19/20
		\$	586,366.89	FY 20/21
ACH	320-322	\$	177,781.74	
	A/P Total	\$	<u>922,075.65</u>	
Bank Drafts	CalPERS	\$	47,743.65	742 Classic 20/21
		\$	44,179.49	743 Classic 20/21
		\$	17,675.29	27308 PEPRA
		\$	10,209.03	25763 PEPRA
	MG Trust	\$	23,344.45	457 Paydate 08/14/20
		\$	4,973.13	401A Paydate 08/14/20
		\$	427.54	FICA Paydate 08/14/20
	Kaiser HSA	\$	178.00	
Payroll	Paychex	\$	479,691.72	Paydate 08/14/20

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

SIGNATURE: 
 TITLE: CITY TREASURER

SIGNATURE: 
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Item 2.
Check report

By Check Number

Date Range: 08/14/2020 - 08/20/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
1036	ALBERT A. WEBB ASSOCIATES	08/20/2020	EFT	0.00	170,975.77	320
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
202828	Invoice	08/19/2020	Engineering Services During Construction	0.00	168,060.77	
	710 0000 7068 0000		CONTRACTUAL SERVICE		168,060.77	
202829	Invoice	08/19/2020	Engineering Services During Const. - BRIN	0.00	1,325.00	
	710 0000 7068 0000		CONTRACTUAL SERVICE		1,325.00	
202830	Invoice	08/19/2020	Engineering Services During Construction	0.00	858.60	
	710 0000 7068 0000		CONTRACTUAL SERVICE		858.60	
202830-2	Invoice	08/19/2020	Engineering Services During Const. - BRIN	0.00	731.40	
	710 0000 7068 0000		CONTRACTUAL SERVICE		731.40	
3229	ICMA - RC	08/20/2020	EFT	0.00	2,966.66	321
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 08/14/20	Invoice	08/19/2020	EMPLOYEE CONTRIBUTIONS	0.00	2,966.66	
	100 0000 2075 0000		DEFERRED COMPENSATI		1,954.29	
	100 0000 2075 0000		DEFERRED COMPENSATI		112.37	
	100 1200 6026 0000		DEFERRED COMP		900.00	
2264	SEIU	08/20/2020	EFT	0.00	3,839.31	322
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
PD 07/17/20	Invoice	08/20/2020	UNION DUES	0.00	1,736.63	
	100 0000 2061 0000		P.E.R.C. DUES & INS		1,736.63	
PD 08/14/20	Invoice	08/19/2020	UNION DUES	0.00	2,102.68	
	100 0000 2061 0000		P.E.R.C. DUES & INS		2,102.68	
1031	AIRGAS USA	08/20/2020	Regular	0.00	27.72	106686
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9103360326	Invoice	08/19/2020	DEPT SUPPLIES	0.00	27.72	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		27.72	
1042	ALL PURPOSE RENTALS	08/20/2020	Regular	0.00	1,079.89	106687
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
41820	Invoice	08/19/2020	EQUIPMENT RENTALS - STREETS	0.00	470.24	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES		470.24	
42022	Invoice	08/19/2020	EQUIPMENT RENTALS - STREETS	0.00	206.61	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES		206.61	
42023	Invoice	08/19/2020	EQUIPMENT RENTALS - STREETS	0.00	201.52	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES		201.52	
42023	Invoice	08/19/2020	EQUIPMENT RENTALS - STREETS	0.00	201.52	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES		201.52	
1050	AMAZON CAPITAL SERVICES	08/20/2020	Regular	0.00	1,600.89	106688
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1N9H JYK1 GN4N	Invoice	08/19/2020	COMPUTER SUPPLIES	0.00	1,569.65	
	100 1230 7072 0000		COMPUTER SUPPLIES/MA		1,569.65	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3NXH 41CL 4DXL	Invoice	08/19/2020	COMPUTER SUPPLIES	0.00	31.24	
	100 1230 7072 0000		COMPUTER SUPPLIES/MA		31.24	
1053	AMERICAN FORENSIC NURSES	08/20/2020	Regular	0.00	174.72	106689
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
73583	Invoice	08/19/2020	American Forensic Nurses BloodDraw Ser	0.00	58.24	
	100-2000 7068 0000		CONTRACTUAL SERVICES		58.24	
73625	Invoice	08/19/2020	American Forensic Nurses BloodDraw Ser	0.00	116.48	
	100 2000 7068 0000		CONTRACTUAL SERVICES		116.48	
1005	A-Z BUS SALES,INC.	08/20/2020	Regular	0.00	5,250.00	106690
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
190176 178	Invoice	08/19/2020	Driver Barriers- Covid 19	0.00	5,250.00	
	760-0000 8040 0000		EQUIPMENT		5,250.00	
1109	BANK OF HEMET	08/20/2020	Regular	0.00	3,726.94	106691
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1280837350 0970	Invoice	08/19/2020	BATWING LAWNMOWER FY 19/20	0.00	3,726.94	
	100-6050 8040 0000		EQUIPMENT		3,726.94	
1123	BEAUMONT BASIN WATERMASTER	08/20/2020	Regular	0.00	10,352.50	106692
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
B 210	Invoice	08/19/2020	TASK ORDER NO 22	0.00	10,352.50	
	700 4050 7022 0000		LICENSE, PERMITS, FEES		10,352.50	
1127	BEAUMONT DO IT BEST HOME CENTER	08/20/2020	Regular	0.00	765.44	106693
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
481210	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	85.33	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		85.33	
481298	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	42.42	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		42.42	
482046	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	112.53	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		112.53	
483529	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	42.03	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		42.03	
483730	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	4.50	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		4.50	
483739	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	18.96	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		18.96	
483746	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	27.89	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		27.89	
483748	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	16.47	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES		16.47	
484415	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	1.73	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		1.73	
485894	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	23.23	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		23.23	
486385	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	110.84	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		110.84	
486752	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	16.84	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		16.84	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
487870	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	0.70	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		0.70	
488018	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	82.88	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		82.88	
488053	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	16.08	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		16.08	
489205	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	25.00	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		25.00	
489285	Invoice	06/30/2020	DEPARTMENT SUPPLIES - SEWER	0.00	23.77	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - SEWE		23.77	
489653	Invoice	08/19/2020	DEPARTMENT SUPPLIES - STREETS	0.00	96.73	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		96.73	
490055	Invoice	08/19/2020	DEPARTMENT SUPPLIES - STREETS	0.00	2.41	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		2.41	
490084	Invoice	08/19/2020	DEPARTMENT SUPPLIES - STREETS	0.00	15.10	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		15.10	
	Void	08/20/2020	Regular	0.00	0.00	106694
1197	CALIFORNIA BUILDING STANDARDS	08/20/2020	Regular	0.00	936.00	106695
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
APR JUN 2020	Invoice	06/30/2020	BUILDING STANDARDS FEE	0.00	936.00	
	100 0000 2229 0000		PERMITS-BUILDING STAN BUILDING STANDARDS FEE		936.00	
1200	CALIFORNIA CITY MANAGEMENT FOUNDATION	08/20/2020	Regular	0.00	400.00	106696
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2638	Invoice	08/19/2020	CCMF MEMBERSHIP 07/01/20-06/31/21	0.00	400.00	
	100 1200 7030 0000		DUES & SUBSCRIPTIONS CCMF MEMBERSHIP 07/01/20-0		400.00	
1238	CDW GOVERNMENT, INC.	08/20/2020	Regular	0.00	4,783.00	106697
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
LN1B439	Invoice	08/19/2020	DEPT SUPPLIES	0.00	4,362.60	
	215 0000 7036 0000		GRANT SPECIFIC COSTS DEPT SUPPLIES		4,362.60	
ZIK9191	Invoice	06/30/2020	SOFTWARE	0.00	420.40	
	100 1230 7071 0000		SOFTWARE SOFTWARE		420.40	
1242	CED	08/20/2020	Regular	0.00	252.54	106698
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
0954 479720	Invoice	08/19/2020	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	12.80	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - ELECT		12.80	
0954 479884	Invoice	08/19/2020	DEPT SUPPLIES	0.00	239.74	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		239.74	
1256	CHERRY VALLEY AUTOMOTIVE	08/20/2020	Regular	0.00	10.00	106699
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
30117	Invoice	08/19/2020	VEHICLE MAINTENANCE	0.00	10.00	
	700 4050 7037 0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		10.00	
1285	CITY OF BANNING	08/20/2020	Regular	0.00	212.52	106700
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
07072020 02	Invoice	06/30/2020	SHARED TRAFFIC SIGNAL UTILITY @ HS W	0.00	212.52	
	100 3250 7010 0000		UTILITIES SHARED TRAFFIC SIGNAL ON HI		212.52	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3393	CLAREMONT ENVIRONMENTAL DESIGN GROUP	08/20/2020	Regular	0.00	53,725.50	106701
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1807018	Invoice	08/19/2020	DESIGN OF THE POTRERO FIRE STATION	0.00	24,500.00	
	500 0000 7068 0000		CONTRACTUAL SERVICE		24,500.00	
180701A-1	Invoice	08/19/2020	DESIGN OF THE POTRERO FIRE STATION	0.00	29,225.50	
	500 0000 7068 0000		CONTRACTUAL SERVICE		29,225.50	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	08/20/2020	Regular	0.00	16,524.00	106702
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
974573	Invoice	06/30/2020	WWTP Laboratory Testing Services	0.00	10,037.00	
	700 4050 7068 0000		CONTRACTUAL SERVICES		5,338.00	
	700 4050 7068 0000		CONTRACTUAL SERVICES		4,699.00	
975533	Invoice	06/30/2020	WWTP Laboratory Testing Services	0.00	6,487.00	
	700 4050 7068 0000		CONTRACTUAL SERVICES		6,487.00	
3653	CONTRON	08/20/2020	Regular	0.00	1,606.80	106703
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
12029	Invoice	08/19/2020	EQUIPMENT MAINTENANCE	0.00	713.40	
	700 4050 7090 0000		EQUIPMENT SUPPLIES/M		713.40	
12030	Invoice	08/19/2020	EQUIPMENT MAINTENANCE	0.00	893.40	
	700 4050 7090 0000		EQUIPMENT SUPPLIES/M		893.40	
4116	COZAD & FOX, INC	08/20/2020	Regular	0.00	12,827.95	106704
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17645	Invoice	08/19/2020	2nd Street Professional Engineering Servi	0.00	12,827.95	
	500 0000 8950 0000		CAPITAL OUTLAY		12,827.95	
3290	DATA TEL INC	08/20/2020	Regular	0.00	2,417.12	106705
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
4316	Invoice	08/19/2020	DEPT SUPPLIES	0.00	2,417.12	
	710 0000 8030 0000		CAPITAL IMPROVEMENT		2,417.12	
1397	DEPARTMENT OF CONSERVATION	08/20/2020	Regular	0.00	2,554.96	106706
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
APR JUNE 2020	Invoice	06/30/2020	SMIP FEES	0.00	2,554.96	
	100 0000 2228 0000		PERMITS - SMIP		2,554.96	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	08/20/2020	Regular	0.00	384.00	106707
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
IN0891898	Invoice	08/19/2020	HEALTH PERMIT	0.00	384.00	
	100 6000 7022 6048		LICENSE, PERMITS, FEES -		384.00	
1533	FRONTIER COMMUNICATIONS	08/20/2020	Regular	0.00	129.85	106708
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
951 769 6032 08	Invoice	08/19/2020	PHONE UTILITY	0.00	77.49	
	100 1230 7015 5400		TELEPHONE - SPORTS PAR		77.49	
951 769 8533 09	Invoice	08/19/2020	PHONE UTILITY	0.00	52.36	
	750 7300 7015 0000		TELEPHONE		52.36	
3906	GUY THOMAS	08/20/2020	Regular	0.00	500.00	106709

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
922998	Invoice 700 4050 7090 0000	08/19/2020	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	500.00	
3718	HAAKER EQUIPMENT COMPANY	08/20/2020	Regular	0.00	629.69	106710
W62002	Invoice 700 4050 7037 0000	08/19/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	629.69	
4181	HASA, INC	08/20/2020	Regular	0.00	3,504.38	106711
698676	Invoice 700 4050 7070 0000	08/19/2020	Chemical Supplies for WWTP SPECIAL DEPT SUPPLIES	0.00	3,504.38	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	08/20/2020	Regular	0.00	2,340.28	106712
282272	Invoice 700 4050 7070 0000	06/30/2020	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	732.75	
298172	Invoice 700 4050 7070 0000	08/19/2020	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	1,329.21	
313107	Invoice 700 4050 7070 0000	08/19/2020	DEPARTMENT SUPPLIES - SEWER SPECIAL DEPT SUPPLIES	0.00	278.32	
1610	HDL COREN & CONE	08/20/2020	Regular	0.00	1,987.89	106713
SIN002476	Invoice 100 1200 7068 0000	08/19/2020	PROPERTY TAX SERVICES JUL-SEP 2020 CONTRACTUAL SERVICES	0.00	1,987.89	
1620	HERO INDUSTRIES, INC	08/20/2020	Regular	0.00	2,455.00	106714
9513	Invoice 100 1550 7040 0000	08/19/2020	EVENT SUPPLIES RECREATION PROGRAMS	0.00	2,455.00	
1679	INTERWEST CONSULTING GRP, INC.	08/20/2020	Regular	0.00	580.00	106715
61314	Invoice 100 1230 7071 0000	06/30/2020	GIS SERVICES SOFTWARE	0.00	580.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	08/20/2020	Regular	0.00	123.92	106716
360338e1	Invoice 100 1230 7090 6041	08/19/2020	EQUIPMENT MAINTENANCE EQUIP SUPPLIES/MAINT (0.00	123.92	
1806	KONICA MINOLTA PREMIER FINANCE	08/20/2020	Regular	0.00	600.17	106717
420432171	Invoice 100 1230 7075 6026 700 4050 7075 0000	08/19/2020	EQUIPMENT RENTAL EQUIPMENT LEASING/RE EQUIPMENT LEASING/RE	0.00	600.17	
1895	M BREY ELECTRIC INC	08/20/2020	Regular	0.00	701.00	106718

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
5850	Invoice 700-4050 7090 0190	06/30/2020	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M	0.00	152.00	
5981	Invoice 700-4050 7068 0000	08/19/2020	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	549.00	
4091	MIRANDA MCLOUGHLIN	08/20/2020	Regular	0.00	90.00	106719
05/20/20 CHECK	Invoice 100 0000 4575 0000	06/30/2020	DAY CAMP REFUND DAY CAMP PROGRAM	0.00	90.00	
3024	MUNICIPAL CODE CORPORATION	08/20/2020	Regular	0.00	89.35	106720
00346512	Invoice 100 1150 7068 0000	08/19/2020	PROFESSIONAL SERVICES CONTRACTUAL SERVICES	0.00	89.35	
1984	NAPA AUTO PARTS	08/20/2020	Regular	0.00	26.91	106721
125263	Invoice 100 2030 7037 0000	06/30/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	26.91	
2007	NV5, INC	08/20/2020	Regular	0.00	2,736.25	106722
170617	Invoice 100 3100 7064 0000	06/30/2020	MS4 AND NPDS COMPLIANCE SERVICES STORM WATER INSPECTI	0.00	2,736.25	
3028	OFFICE SOLUTIONS	08/20/2020	Regular	0.00	5,750.70	106723
50808355	Invoice 700 4050 7025 0000	08/19/2020	WWTP OFFICE FURNITURE OFFICE SUPPLIES	0.00	5,750.70	
4096	ONIEL SAMUEL	08/20/2020	Regular	0.00	30.00	106724
05/19/20 CHECK	Invoice 100 0000 4575 0000	06/30/2020	DAY CAMP REFUND DAY CAMP PROGRAM	0.00	30.00	
2026	PACIFIC ALARM SERVICE	08/20/2020	Regular	0.00	1,238.70	106725
R 154374	Invoice 100 6000 7087 6045	06/30/2020	SECURITY SERVICES SECURITY - COMMUNITY	0.00	186.50	
R 154378	Invoice 700 4050 7087 0000	06/30/2020	SECURITY SERVICES SECURITY SERVICES	0.00	59.85	
R 155134	Invoice 100 6000 7087 6045	06/30/2020	SECURITY SERVICES SECURITY - COMMUNITY	0.00	186.50	
R 155138	Invoice 700 4050 7087 0000	06/30/2020	SECURITY SERVICES SECURITY SERVICES	0.00	59.85	
R 155680	Invoice 100 6000 7087 6045	06/30/2020	SECURITY SERVICES SECURITY - COMMUNITY	0.00	186.50	
R 156049	Invoice 100 6000 7087 6045	06/30/2020	SECURITY SERVICES SECURITY - COMMUNITY	0.00	186.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
R 156384	Invoice	08/19/2020	SECURITY SERVICES	0.00	186.50	
	100.6000.7087.6045		SECURITY - COMMUNITY SECURITY SERVICES		186.50	
R 156671	Invoice	08/19/2020	SECURITY SERVICES	0.00	186.50	
	100.6000.7087.6045		SECURITY - COMMUNITY SECURITY SERVICES		186.50	
2072	POLYDYNE, INC.	08/20/2020	Regular	0.00	34,473.42	106726
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1448810	Invoice	06/30/2020	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700.4050.7070.0000		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
1450941	Invoice	06/30/2020	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700.4050.7070.0000		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
1455115	Invoice	06/30/2020	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700.4050.7070.0000		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
1457795	Invoice	06/30/2020	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700.4050.7070.0000		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
1460651	Invoice	06/30/2020	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700.4050.7070.0000		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
1463979	Invoice	06/30/2020	CHEMICALS & SUPPLIES	0.00	5,745.57	
	700.4050.7070.0000		SPECIAL DEPT SUPPLIES CHEMICALS & SUPPLIES		5,745.57	
2074	PRE-PAID LEGAL SERVICES INC	08/20/2020	Regular	0.00	699.40	106727
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
PD 07/17/20.08/	Invoice	08/19/2020	OPTIONAL EMPLOYEE SERVICE	0.00	699.40	
	100.0000.2045.0000		PRE PAID LEGAL EMPLOYEE		699.48	
	100.0000.4825.0000		MISCELLANEOUS REVENU OPTIONAL EMPLOYEE SERVICE		-0.08	
3652	PRUDENTIAL OVERALL SUPPLY	08/20/2020	Regular	0.00	384.44	106728
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
23013418	Invoice	08/19/2020	Streets - Prudential Uniforms	0.00	68.75	
	100.3250.7065.0000		UNIFORMS Streets Prudential Uniforms		68.75	
23016889	Invoice	08/19/2020	Streets - Prudential Uniforms	0.00	68.75	
	100.3250.7065.0000		UNIFORMS Streets Prudential Uniforms		68.75	
23020324	Invoice	08/19/2020	Streets - Prudential Uniforms	0.00	68.75	
	100.3250.7065.0000		UNIFORMS Streets Prudential Uniforms		68.75	
23023799	Invoice	08/19/2020	Streets - Prudential Uniforms	0.00	54.20	
	100.3250.7065.0000		UNIFORMS Streets Prudential Uniforms		54.20	
23027232	Invoice	08/19/2020	Streets - Prudential Uniforms	0.00	54.20	
	100.3250.7065.0000		UNIFORMS Streets Prudential Uniforms		54.20	
23034079	Invoice	08/19/2020	WW - Prudential Uniforms	0.00	69.79	
	700.4050.7065.0000		UNIFORMS WW - Prudential Uniforms		69.79	
2092	PURCHASE POWER-2540	08/20/2020	Regular	0.00	1,079.71	106729
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
8000.9000.0098	Invoice	08/19/2020	POSTAGE	0.00	1,079.71	
	100.1200.7068.0000		CONTRACTUAL SERVICES POSTAGE		1,079.71	
2105	RANCHO READY MIX	08/20/2020	Regular	0.00	1,368.43	106730
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
116713	Invoice	06/30/2020	DEPT SUPPLIES	0.00	786.58	
	100.3250.7070.0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		786.58	
116829	Invoice	06/30/2020	DEPT SUPPLIES	0.00	581.85	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payable Amount	Number
	100-3250-7070-0000	08/20/2020	SPECIAL DEPT SUPPLIES		581.85	
3514	RECYCLED AGGREGATE MATERIALS CO, INC	08/20/2020	Regular	0.00	160.00	106731
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
354188	Invoice	08/19/2020	DEPT SUPPLIES	0.00	160.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		160.00	
4195	RICHARD DEBEAU	08/20/2020	Regular	0.00	516.45	106732
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
RC1R01103016	Invoice	08/19/2020	REFUND FOR RESIDENTIAL ADNIN PLOT P	0.00	516.45	
	100-0000-4556-0000		PLANNING DEPARTMENT		516.45	
2243	SANTA ANA WATERSHED PROJECT AUTHORITY	08/20/2020	Regular	0.00	314,493.15	106733
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
9765	Invoice	08/20/2020	Modification design and deposit construc	0.00	314,493.15	
	710-0000-7068-0000		CONTRACTUAL SERVICE		314,493.15	
3152	SC COMMERCIAL, LLC.	08/20/2020	Regular	0.00	140.64	106734
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
0757111 IN	Invoice	06/30/2020	FUEL EXPENSE	0.00	140.64	
	700-4050-7050-0000		FUEL		140.64	
3498	SKM ENGINERRING LLC	08/20/2020	Regular	0.00	573.75	106735
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
19625	Invoice	06/30/2020	SCADA SERVICES	0.00	573.75	
	700-4050-7068-0000		CONTRACTUAL SERVICES		573.75	
2311	SOUTHERN CALIFORNIA EDISON	08/20/2020	Regular	0.00	99,002.61	106736
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
08/19/20	Invoice	08/19/2020	ELECTRIC UTILITY	0.00	99,002.61	
	100-3250-7010-0000		UTILITIES		108.22	
	100-3250-7010-004X		UTILITIES (IA 4)		3.02	
	100-6000-7010-6025		UTILITIES - CITY HALL		5,137.50	
	100-6000-7010-6031		UTILITIES - CITY HALL BLD		1,455.72	
	100-6000-7010-6032		UTILITIES - CITY HALL BLD		1,455.73	
	100-6000-7010-6041		UTILITIES - POLICE ANNEX		1,007.31	
	100-6000-7010-6045		UTILITIES - COMMUNITY		5,973.64	
	100-6000-7010-6055		UTILITIES - FIRE STATION		806.46	
	100-6050-7010-0000		UTILITIES		510.51	
	100-6050-7010-06A1		UTILITIES IA 6A1		34.50	
	700-4050-7010-0000		UTILITIES		82,016.76	
	750-7300-7010-0000		UTILITIES		493.24	
4182	SRD DESIGN STUDIO, INC	08/20/2020	Regular	0.00	14,800.00	106737
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
2020	Invoice	08/19/2020	BRINE LINE DESIGN IN 4TH & POTRERO	0.00	14,800.00	
	710-0000-7068-0000		CONTRACTUAL SERVICE		14,800.00	
2360	STRADLING YOCCA CARLSON & RAUTH	08/20/2020	Regular	0.00	31,004.50	106738
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
GENERAL BOND	Invoice	06/30/2020	LEGAL SERVICES	0.00	31,004.50	
	100-1300-7068-0008		CONTRACTUAL SERVICES		31,004.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2407	THE GAS COMPANY	08/20/2020	Regular	0.00	42.55	106739
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>10552227000</u> 08/	Invoice	08/19/2020	GAS UTILITY	0.00	42.55	
	<u>100 6000 7010 6040</u>		UTILITIES - POLICE DEPT		42.55	
2416	THE PRESS-ENTERPRISE	08/20/2020	Regular	0.00	156.60	106740
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>0011404155</u>	Invoice	08/19/2020	ADVERTISING	0.00	79.20	
	<u>100 1350 7020 0000</u>		ADVERTISING		79.20	
<u>0011404159</u>	Invoice	08/19/2020	ADVERTISING	0.00	77.40	
	<u>100 1350 7020 0000</u>		ADVERTISING		77.40	
2457	TYLER WORKS - TECHNOLOGIES	08/20/2020	Regular	0.00	50.00	106741
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>025-294518</u>	Invoice	06/30/2020	SOFTWARE	0.00	50.00	
	<u>100-1230 7071 0000</u>		SOFTWARE		50.00	
2461	UNDERGROUND SERVICE ALERT	08/20/2020	Regular	0.00	277.88	106742
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>720200048</u>	Invoice	08/19/2020	DIG ALERT - SEWER	0.00	199.75	
	<u>700 4050 7068 0000</u>		CONTRACTUAL SERVICES		199.75	
<u>DSB20193832</u>	Invoice	08/19/2020	DIG ALERT - SEWER	0.00	78.13	
	<u>700 4050 7068 0000</u>		CONTRACTUAL SERVICES		78.13	
2484	VERIZON	08/20/2020	Regular	0.00	205.85	106743
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>9859549719</u>	Invoice	08/19/2020	IPADS-1550	0.00	76.02	
	<u>100 1230 7015 0000</u>		TELEPHONE		76.02	
<u>9859549720</u>	Invoice	08/19/2020	IPADS-3100	0.00	76.02	
	<u>100 1230 7015 0000</u>		TELEPHONE		76.02	
<u>9859549721</u>	Invoice	08/19/2020	IPADS-1550/6050	0.00	53.81	
	<u>100 1230 7015 0000</u>		TELEPHONE		53.81	
4111	VERONICA ALBARRAN	08/20/2020	Regular	0.00	30.00	106744
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Distribution Amount		
<u>05/18/20 CHECK</u>	Invoice	06/30/2020	DAY CAMP REFUND	0.00	30.00	
	<u>100 0000 4575 0000</u>		DAY CAMP PROGRAM		30.00	
2517	VOYAGER	08/20/2020	Regular	0.00	27,335.87	106745

Check Report

Date Range: 08/14/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
869065003030	Invoice	08/19/2020	FUEL EXPENSE	0.00	27,335.87	
	100-2000-7050-0000		FUEL		482.59	
	100-2030-7050-0000		FUEL		176.09	
	100-2050-7050-0000		FUEL		10,791.44	
	100-2100-7050-0000		FUEL		83.53	
	100-2150-7050-0000		FUEL		224.27	
	100-3100-7050-0000		FUEL		308.39	
	100-3250-7050-0000		FUEL		1,670.25	
	100-6050-7050-0000		FUEL		4,585.49	
	700-4050-7050-0000		FUEL		1,349.76	
	750-7000-7050-0000		FUEL		279.19	
	750-7100-7050-0000		FUEL		48.93	
	750-7300-7050-0000		FUEL		295.07	
	750-7400-7050-0000		FUEL		2,869.47	
	750-7600-7050-0000		FUEL		276.88	
	750-7700-7050-0000		FUEL		232.32	
	750-7800-7050-0000		FUEL		381.75	
	750-7900-7050-0000		FUEL		47.82	
	750-8100-7050-0000		FUEL		1,937.74	
	750-8200-7050-0000		FUEL		1,294.89	
2518	VULCAN MATERIALS	08/20/2020	Regular	0.00	5,169.07	106746
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
72563651	Invoice	06/30/2020	DEPT SUPPLIES	0.00	151.00	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		151.00	
72635860	Invoice	08/19/2020	ASPHALT	0.00	3,068.28	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		3,068.28	
72637364	Invoice	08/19/2020	ASPHALT	0.00	298.46	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		298.46	
72648483	Invoice	08/19/2020	ASPHALT	0.00	78.73	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		78.73	
72650063	Invoice	08/19/2020	ASPHALT	0.00	80.92	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		80.92	
72656095	Invoice	08/19/2020	ASPHALT	0.00	748.76	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		748.76	
72657560	Invoice	08/19/2020	ASPHALT	0.00	742.92	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		742.92	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	08/20/2020	Regular	0.00	3,940.42	106747
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
401023243	Invoice	08/19/2020	PUMP RENTAL FOR LITTLE LOWER OAK LIF	0.00	3,940.42	
	700-4050-7075-0000		EQUIPMENT LEASING/RE		3,940.42	
2556	XYLEM WATER SOLUTIONS, INC	08/20/2020	Regular	0.00	64,542.59	106748
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3556627371	Invoice	06/30/2020	8" VOLUTE SUBMERSIBLE PUMP FOR NOB	0.00	63,622.59	
	710-0000-8040-0000		EQUIPMENT		63,622.59	
3556631992	Invoice	08/19/2020	EQUIPMENT MAINTENANCE	0.00	920.00	
	700-4050-7090-002X		EQUIPMENT SUPPLIES/M		920.00	
4193	YOUNG ELECTRIC SIGN COMPANY	08/20/2020	Regular	0.00	720.00	106749

Check Report

Date Range: 08/14/2020 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INY 0238767	Invoice	08/19/2020	PROFESSIONAL SERVICES	0.00	720.00	
	100-6090 7068 6025		CONTRACTUAL SVC - CITY		720.00	
1979	MUTUAL OF OMAHA	08/14/2020	Bank Draft	0.00	28,317.58	DFT0002305
PACKAGE 402067	Invoice	08/14/2020	457 & 401A CONTRIBUTION	0.00	28,317.58	
	100-0000 2075 0000		DEFERRED COMPENSATI		26,223.46	
	100-1200 6026 0000		DEFERRED COMP		299.16	
	100-1225 6026 0000		DEFERRED COMP		299.16	
	100-2050 6026 0000		DEFERRED COMP		299.16	
	100-6050-6026-0000		DEFERRED COMP		299.16	
	700-4050 6026 0000		DEFERRED COMP		598.32	
	750-7400 6026 0000		DEFERRED COMP		299.16	
1979	MUTUAL OF OMAHA	08/14/2020	Bank Draft	0.00	427.54	DFT0002310
PACKAGE 402067	Invoice	08/14/2020	FICA/PARS PAYDATE 08/14/20	0.00	427.54	
	100-0000 2132 0000		P.A.R.S. WITHHOLDING		388.34	
	100-1050 6035 0000		FICA/PARS		12.60	
	100-1150 6035 0000		FICA/PARS		0.84	
	100-1225 6035 0000		FICA/PARS		0.84	
	100-1350 6035 0000		FICA/PARS		1.50	
	100-2090 6035 0000		FICA/PARS		23.42	

Bank Code APBNK Summary

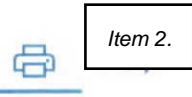
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	125	63	0.00	744,293.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	2	2	0.00	28,745.12
EFT's	7	3	0.00	177,781.74
	134	69	0.00	950,820.77

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	125	63	0.00	744,293.91
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	2	2	0.00	28,745.12
EFT's	7	3	0.00	177,781.74
	134	69	0.00	950,820.77

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2020	950,820.77
			950,820.77



Recent Account Activity

< Back

Recent Account Activity August 13 2020 to August 19 2020		Start-of-day available: 39,901,435.18	Current available: 39,910,754.35
ACH Only for Checking Account: *****8965		Start-of-day ledger: 39,901,435.18	Current ledger: 39,910,754.35
▼Date▲	▼Description▲	▼Credits▲	▼Debits▲
08/13/20	RIVERSIDE CNTY RMR*IV*0000044810FY 19-20 CY Sup June	12,373.88	
08/13/20	RIVERSIDE CNTY RMR*IV*0000044810FY 19-20 CY Uns UC3*	4,276.26	
08/14/20	RIVERSIDE CNTY RMR*IV*0000044810FY 19-20 PY Uns PYU*	8,280.27	
08/17/20	MG Trust 000000014208172007C64CN200142		-23,344.45
08/17/20	MG Trust 000000014208172007C647PX00142		-4,973.13
08/17/20	MG Trust 000000014208172007C64KLF00142		-427.54
08/18/20	KAISER FOUNDATIOPLAN FUND 08182020228725591D1		-178.00
08/18/20	Token Transit (SToken Tran081820ST-O1V9J8F3M6X1	25.30	
08/19/20	CALPERS 100000016066888		-47,743.65
08/19/20	CALPERS 100000016066927		-44,179.49
08/19/20	CALPERS 100000016067010		-17,675.29
08/19/20	CALPERS 100000016066967		-10,209.03
08/19/20	CE SOLUTIONS D CAElectricityUUT2007	350.91	
08/19/20	CE SOLUTIONS D CAGasUUT2007	229.12	

Generated August 20 2020 at 17:45:28

< Back



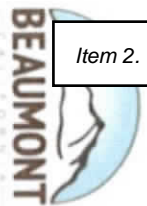
Recent Account Activity

< Back

Recent Account Activity August 13 2020 to August 19 2020		Start-of-day available: 39,901,435.18	Current available: 39,910,754.35
Wires Only for Checking Account: *****8965		Start-of-day ledger: 39,901,435.18	Current ledger: 39,910,754.35
▼Date▲	▼Description▲	▼Credits▲	▼Debits▲
08/14/20	WIRE FROM CITY OF BEAUMONT081420	199,274.00	

Generated August 20 2020 at 17:45:39

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City of Beaumont, CA

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Refund Check Register

UBPKT00218 - 07-071258-03

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
07-071258-03	Fry, Chad	8/13/2020	106683	41.45			41.45	Deposit
Total Refunds: 1				Total Refunded Amount:	41.45			

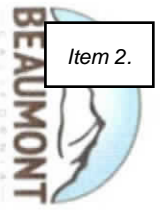
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	41.45
Revenue Total:	41.45

General Ledger Distribution

Posting Date: 08/20/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 100 - GENERAL FUND			
100-0000-1000-0000	CLAIM ON CASH	-41.45	Yes
100-0000-1400-0000	A/R - UTILITIES	41.45	
100 Total:		0.00	
Fund: 999 - POOLED CASH			
999-0000-1001-0000	CASH	-41.45	
999-0000-2400-0000	DUE TO OTHER FUNDS	41.45	Yes
999 Total:		0.00	
Distribution Total:		0.00	



City of Beaumont, CA

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8/12/20

Refund Check Register

Refund Check Distribution

UBPKT00221 - Generate Refund Checks

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
04-017040-02	Arias, Fernando	8/14/2020	106684	10.07			10.07	Generated From Billing
07-073732-03	Brock, Crystal	8/14/2020	106685	83.15			83.15	Generated From Billing
Total Refunds: 2				Total Refunded Amount:	93.22			

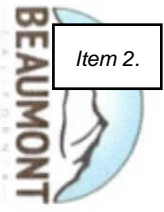
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	93.22
Revenue Total:	93.22

General Ledger Distribution

Posting Date: 08/20/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 100 - GENERAL FUND			
100-0000-1000-0000	CLAIM ON CASH	-93.22	Yes
100-0000-1400-0000	A/R - UTILITIES	93.22	
100 Total:		0.00	
Fund: 999 - POOLED CASH			
999-0000-1001-0000	CASH	-93.22	
999-0000-2400-0000	DUE TO OTHER FUNDS	93.22	Yes
999 Total:		0.00	
Distribution Total:		0.00	



City of Beaumont, CA

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Refund Check Register

Refund Check Detail

UBPKT00207 - REFUND - KATIE

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
07-074223-02	Browne, Roosevelt	8/20/2020	106750	241.92			241.92	Deposit
Total Refunds: 1				Total Refunded Amount:	241.92			

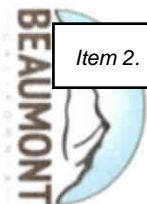
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	241.92
Revenue Total:	241.92

General Ledger Distribution

Posting Date: 08/20/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 100 - GENERAL FUND			
100-0000-1000-0000	CLAIM ON CASH	-241.92	Yes
100-0000-1400-0000	A/R - UTILITIES	241.92	
100 Total:		0.00	
Fund: 999 - POOLED CASH			
999-0000-1001-0000	CASH	-241.92	
999-0000-2400-0000	DUE TO OTHER FUNDS	241.92	Yes
999 Total:		0.00	
Distribution Total:		0.00	



Item 2.

City of Beaumont, CA

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08/18/20

Refund Check Register

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UBPKT00213 - Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
04-011326-05	Parker, Grace	8/20/2020	106751	10.43			10.43	Deposit
04-017330-02	Freeman, Sean	8/20/2020	106752	93.20			93.20	Deposit
06-077571-02	Mendoza, Jose	8/20/2020	106753	91.60			91.60	Deposit
07-008466-03	Anderson, Pamela	8/20/2020	106754	16.04			16.04	Deposit
07-071932-03	McDaniels, Mark	8/20/2020	106755	63.04			63.04	Deposit
07-073741-02	Duran, Johnny	8/20/2020	106756	16.32			16.32	Deposit
Total Refunds: 6								
				Total Refunded Amount:	290.63			

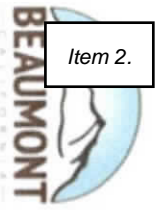
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	290.63
Revenue Total:	290.63

General Ledger Distribution

Posting Date: 08/20/2020

Fund:	Account Number	Account Name	Posting Amount	IFT
100 - GENERAL FUND	100-0000-1000-0000	CLAIM ON CASH	-290.63	Yes
	100-0000-1400-0000	A/R - UTILITIES	290.63	
	100 Total:		0.00	
999 - POOLED CASH	999-0000-1001-0000	CASH	-290.63	
	999-0000-2400-0000	DUE TO OTHER FUNDS	290.63	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



City of Beaumont, CA

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02/15/20

Refund Check Register

Refund Check D 62

UBPKT00231 - 07-009600-03

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
07-009600-03	Caldwell, Mary	8/20/2020	106757	81.56			81.56	Deposit
Total Refunds: 1				Total Refunded Amount:	81.56			

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	81.56
Revenue Total:	81.56

General Ledger Distribution

Posting Date: 08/20/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 100 - GENERAL FUND			
100-0000-1000-0000	CLAIM ON CASH	-81.56	Yes
100-0000-1400-0000	A/R - UTILITIES	81.56	
100 Total:		0.00	
Fund: 999 - POOLED CASH			
999-0000-1001-0000	CASH	-81.56	
999-0000-2400-0000	DUE TO OTHER FUNDS	81.56	Yes
999 Total:		0.00	
Distribution Total:		0.00	

Item 2.



Employer Payment Report

CalPERS ID : 4582960442

Employer : City of Beaumont

Payment Status : PEN

Payment Authorization Date	Payment Posting Date	Confirmation Number	Payment Amount	Payment Account Nickname	Payment Status	Receivable ID	Receivable Description
08/18/2020		1001633105	\$44,179.49	322271724	Pending	100000016066927	Employer Contribution, Classic, 743, CalPERS, 2020/2021
08/18/2020		1001633104	\$47,743.65	322271724	Pending	100000016066888	Employer Contribution, Classic, 742, CalPERS, 2020/2021
08/18/2020		1001633107	\$10,209.03	322271724	Pending	100000016066967	Employer Contribution, PEPPA New, 25763, CalPERS, 2020/2021
08/18/2020		1001633106	\$17,675.29	322271724	Pending	100000016067010	Employer Contribution, PEPPA New, 27308, CalPERS, 2020/2021

08/20/2020



WARRANTS TO BE RATIFIED

Thursday, August 27, 2020

Printed Checks	106829-106832	\$	2,137.44	Refund Checks
	106758-106828	\$	123,531.53	FY 19/20
		\$	82,189.17	FY 20/21
ACH	323	\$	105,469.35	
	A/P Total	\$	<u>311,190.05</u>	
Bank Drafts	CalPERS	\$	47,634.60	742 Classic 20/21
		\$	44,653.23	743 Classic 20/21
		\$	15,994.99	27308 PEPRA
		\$	10,157.33	25763 PEPRA

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

SIGNATURE:
 TITLE: CITY TREASURER

SIGNATURE:
 TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Report

By Check Number

Date Range: 08/21/2020 - 08/27/2020

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2295	SLOVAK BARON EMPEY MURPHY & PINKNEY	08/27/2020	EFT	0.00	105,469.35	323
Bank Code: APBNK-AP Bank						
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
			Item Description			
59400	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	2,805.00 2,805.00	
59402	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	825.00 825.00	
59403	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	3,760.00 3,760.00	
59408	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	8,937.50 8,937.50	
59409	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	3,190.00 3,190.00	
59410	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	1,210.00 1,210.00	
59412	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	797.50 797.50	
59415	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	10,062.20 10,062.20	
59416	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	358.50 358.50	
59418	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	2,092.00 2,092.00	
59534	Invoice 100-1300-7068-000B	06/30/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	22,088.45 22,088.45	
59537	Invoice 100-1300-7068-000B	08/26/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	7,590.00 7,590.00	
59538	Invoice 100-1300-7068-000B	06/30/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	21,222.70 21,222.70	
59539	Invoice 100-1300-7068-000B	06/30/2020	LEGAL SERVICES CONTRACTUAL SERVICES	0.00	20,530.50 20,530.50	
4197	CHRISTOPHER LITWIN	08/25/2020	Regular	0.00	605.57	106758
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
			Item Description			
08/25/20 FINAL C	Invoice 100-0000-2105-0000	08/25/2020	FINAL CHECK FOR REGULAR HOURS PAYROLL SUSPENSE	0.00	605.57 605.57	
4197	CHRISTOPHER LITWIN	08/25/2020	Regular	0.00	1,578.12	106759
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
			Item Description			
08/25/20 FINAL C	Invoice 100-0000-2105-0000	08/25/2020	FINAL CHECK OF BANKED HOURS PAYROLL SUSPENSE	0.00	1,578.12 1,578.12	
3523	72 HOUR LLC	08/27/2020	Regular	0.00	78,045.74	106760
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
			Item Description			
04602820	Invoice 100-2050-8060-0000	06/30/2020	Purchase of 3 2020 Ford Police Intercepto VEHICLES	0.00	39,022.87 39,022.87	

Check Report

Date Range: 08/21/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04602827	Invoice 100-2050-8060-0000	06/30/2020	Purchase of 3 2020 Ford Police Intercepto VEHICLES	0.00	39,022.87	
			Purchase of 3 2020 Ford Police I		39,022.87	
1014	ACE ALTERNATORS	08/27/2020	Regular	0.00	190.31	106761
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
115472	Invoice 750-7400-7037-0000	08/26/2020	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	190.31	
			VEHICLE MAINTENANCE		190.31	
1023	ADVANCED WORKPLACE STRATEGIES	08/27/2020	Regular	0.00	210.00	106762
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
430289	Invoice 700-4050-6019-0000 750-7300-6019-0000 750-7800-6019-0000	08/26/2020	EMPLOYEE MEDICAL SERVICES FIRST AID FIRST AID FIRST AID	0.00	210.00	
			EMPLOYEE MEDICAL SERVICES		74.50	
			EMPLOYEE MEDICAL SERVICES		61.00	
			EMPLOYEE MEDICAL SERVICES		74.50	
1050	AMAZON CAPITAL SERVICES	08/27/2020	Regular	0.00	5,932.44	106763
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
11X1-FCFC-JH4T	Invoice 100-1230-7072-0000	06/30/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	37.17	
			COMPUTER SUPPLIES		37.17	
16GT-HQMF-QV9	Invoice 215-0000-7036-0000	08/26/2020	COMPUTER SUPPLIES GRANT SPECIFIC COSTS	0.00	107.54	
			COMPUTER SUPPLIES		107.54	
16LH-N4KX-PQLT	Invoice 100-2050-7070-0000	08/26/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	172.23	
			DEPT SUPPLIES		172.23	
1D16-KMHN-9GK	Invoice 100-1230-7072-0000	06/30/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	79.70	
			COMPUTER SUPPLIES		79.70	
1FP6-HC6N-JFKX	Invoice 100-1230-7072-0000	08/26/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	351.95	
			COMPUTER SUPPLIES		351.95	
1HLG-6XXT-JPMJ	Invoice 100-1230-7072-0000	06/30/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	398.61	
			COMPUTER SUPPLIES		398.61	
1JG7-QMD1-R3H	Invoice 100-1225-7070-0000	08/26/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	169.03	
			DEPT SUPPLIES		169.03	
1JL4-GLP4-7L7G	Invoice 215-0000-7036-0000	08/26/2020	VEHICLE MAINTENANCE GRANT SPECIFIC COSTS	0.00	267.18	
			VEHICLE MAINTENANCE		267.18	
1L3P-NYJC-XG4W	Invoice 100-1225-7025-0000	08/26/2020	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	80.62	
			OFFICE SUPPLIES		80.62	
1M9C-TVJQ-Q143	Invoice 100-1230-7072-0000	06/30/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	226.83	
			COMPUTER SUPPLIES		226.83	
1NFV-N76T-99WY	Invoice 100-1230-7072-0000	08/26/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	193.81	
			COMPUTER SUPPLIES		193.81	
1PK3-1GFL-K694	Invoice 100-2050-7025-0000	08/26/2020	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	112.03	
			OFFICE SUPPLIES		112.03	
1RC7-JLNQ-3MX	Invoice 100-1230-7072-0000	06/30/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	649.20	
			COMPUTER SUPPLIES		649.20	
1RN1-XR7D-3KM	Invoice 100-1225-7025-0000	08/26/2020	OFFICE SUPPLIES OFFICE SUPPLIES	0.00	135.69	
			OFFICE SUPPLIES		135.69	
1T1Q-XD7T-7FMF	Credit Memo 215-0000-7036-0000	06/30/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	-344.79	
			DEPT SUPPLIES		-344.79	
1TQJ-3GNX-N7JC	Invoice 100-1230-7072-0000	06/30/2020	COMPUTER SUPPLIES COMPUTER SUPPLIES/MA	0.00	20.42	
			COMPUTER SUPPLIES		20.42	
1W9R-993L-39V	Credit Memo 100-1225-7025-0000	08/26/2020	RETURNED GOODS OFFICE SUPPLIES	0.00	-135.69	
			RETURNED GOODS		-135.69	
1YPG-M676-G9V	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	3,410.91	

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	100 3225 7075 0000	OFFICE SUPPLIES	OFFICE SUPPLIES		3,410.91	
3831	**Void**	08/27/2020	Regular	0.00	0.00	106764
	ANIMAL PEST MANAGEMENT SERVICES, INC	08/27/2020	Regular	0.00	685.00	106765
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
622868	Invoice	08/27/2020	Pest control for city buildings	0.00	685.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	100 6000 7068 6026	CONTRACTUAL SVC - CITY	Pest control for city buildings	44.52		
	100 6000 7068 6027	CONTRACTUAL SVC - CITY	Pest control for city buildings	31.10		
	100 6000 7068 6029	CONTRACTUAL SVC- CITY	Pest control for city buildings	37.95		
	100 6000 7068 6030	CONTRACTUAL SVC- CITY	Pest control for city buildings	31.10		
	100 6000 7068 6032	CONTRACTUAL SVC- CITY	Pest control for city buildings	30.82		
	100 6000 7068 6040	CONTRACTUAL SVC- POLI	Pest control for city buildings	51.38		
	100 6000 7068 6041	CONTRACTUAL SVC- POLI	Pest control for city buildings	30.82		
	100 6000 7068 6045	CONTRACTUAL SVC- COM	Pest control for city buildings	89.05		
	100 6000 7068 6045	CONTRACTUAL SVC- COM	Pest control for city buildings	142.43		
	100 6000 7068 6048	CONTRACTUAL SERVICES	Pest control for city buildings	31.10		
	100 6000 7068 6055	CONTRACTUAL SVC- FIRE	Pest control for city buildings	44.52		
	100 6000 7068 6060	CONTRACTUAL SVC- 713	Pest control for city buildings	31.17		
	750 7000 7068 0000	CONTRACTUAL SERVICES	Pest control for city buildings	44.52		
	750 7300 7068 0000	CONTRACTUAL SERVICES	Pest control for city buildings	44.52		
3820	AXON ENTERPRISE, INC	08/27/2020	Regular	0.00	1,637.80	106766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SI1674568	Invoice	08/26/2020	DEPT SUPPLIES	0.00	1,637.80	
	Account Number	Account Name	Item Description	Distribution Amount		
	100 2050 7070 0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,637.80		
1005	A-Z BUS SALES, INC.	08/27/2020	Regular	0.00	350.00	106767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Q15520592	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	350.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	750 7400 7037 0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	350.00		
1111	BANNING MEDICAL SERVICES	08/27/2020	Regular	0.00	1,475.00	106768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Q010614982660	Invoice	06/30/2020	EMPLOYEE MEDICAL SERVICES	0.00	1,475.00	
	Account Number	Account Name	Item Description	Distribution Amount		
	100 6050 6019 0000	FIRST AID	EMPLOYEE MEDICAL SERVICES	1,475.00		
1127	BEAUMONT DO IT BEST HOME CENTER	08/27/2020	Regular	0.00	154.27	106769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
490585	Invoice	08/27/2020	DEPARTMENT SUPPLIES - STREETS	0.00	43.13	
	Account Number	Account Name	Item Description	Distribution Amount		
	100 3250 7070 0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	43.13		
490691	Invoice	08/26/2020	DEPT SUPPLIES	0.00	25.64	
	Account Number	Account Name	Item Description	Distribution Amount		
	215 0000 7036 0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES	25.64		
490701	Invoice	08/27/2020	DEPARTMENT SUPPLIES - STREETS	0.00	0.58	
	Account Number	Account Name	Item Description	Distribution Amount		
	100 3250 7070 0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	0.58		
490736	Invoice	08/26/2020	BUILDING MAINTENANCE	0.00	41.80	
	Account Number	Account Name	Item Description	Distribution Amount		
	750 7300 7085 0000	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE	41.80		
490828	Invoice	08/27/2020	DEPARTMENT SUPPLIES - STREETS	0.00	33.43	
	Account Number	Account Name	Item Description	Distribution Amount		
	100 3250 7070 0000	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	33.43		
490872	Invoice	08/26/2020	DEPT SUPPLIES	0.00	9.69	
	Account Number	Account Name	Item Description	Distribution Amount		
	750 7400 7070 0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	9.69		
1140	BEAUMONT SAFE & LOCK	08/27/2020	Regular	0.00	162.11	106770

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
73518	Invoice	08/26/2020	BUILDING MAINTENANCE	0.00	82.00	
	100-6000-7085-6040	BLDG MAINT - POLICE DE	BUILDING MAINTENANCE		82.00	
73665	Invoice	08/26/2020	EQUIPMENT MAINTENANCE	0.00	80.11	
	100-6050-7090-5050	EQUIP SUPPLIES/MAINT-	EQUIPMENT MAINTENANCE		64.00	
	100-6050-7090-5050	EQUIP SUPPLIES/MAINT-	EQUIPMENT MAINTENANCE		16.11	
4175	BRIGHTVIEW LANDSCAPE SERVICES, INC	08/27/2020	Regular	0.00	13,893.28	106771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6949937	Invoice	08/27/2020	Clean up along Highland Sp both sides of	0.00	13,893.28	
	100-6050-7068-008a	CONTRACT SVC - IA 8A	Clean up along Highland Sp bot		13,893.28	
3215	BURGESON'S HEATING & AIR CONDITIONING, I	08/27/2020	Regular	0.00	239.00	106772
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1219083	Invoice	08/26/2020	BUILDING MAINTENANCE	0.00	239.00	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		239.00	
3892	CALL ONE, INC	08/27/2020	Regular	0.00	407.30	106773
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2023858	Invoice	08/26/2020	DEPT SUPPLIES	0.00	407.30	
	100-2090-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		407.30	
1238	CDW GOVERNMENT, INC.	08/27/2020	Regular	0.00	4,362.60	106774
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2059116	Invoice	08/26/2020	DEPT SUPPLIES	0.00	4,362.60	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	SOFTWARE		4,362.60	
1242	CED	08/27/2020	Regular	0.00	43.10	106775
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0954-479064	Invoice	06/30/2020	BUILDING MAINTENANCE	0.00	43.10	
	100-6000-7085-6025	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE		43.10	
1264	CHRIS TAYLOR'S PLUMBING	08/27/2020	Regular	0.00	143.00	106776
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
16830	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	143.00	
	100-6000-7068-6040	CONTRACTUAL SVC- POLI	PROFESSIONAL SERVICES		143.00	
1294	CIVICPLUS	08/27/2020	Regular	0.00	1,181.05	106777
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
199821	Invoice	08/26/2020	SOFTWARE	0.00	1,181.05	
	100-1230-7071-6025	SOFTWARE (CITY HALL)	SOFTWARE		1,181.05	
1299	CLEAN TECH ENVIRONMENTAL	08/27/2020	Regular	0.00	152.45	106778
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
409569	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	152.45	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		152.45	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	08/27/2020	Regular	0.00	1,503.00	106779

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
975534	Invoice	06/30/2020	MAX BENEFIT - SURFACE WATER	0.00	1,503.00	
	700-4050-7068-0000		CONTRACTUAL SERVICES		1,503.00	
3905	DANIEL GARCIA MONTOYA	08/27/2020	Regular	0.00	82.88	106780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0162394	Invoice	08/26/2020	EQUIPMENT MAINTENANCE	0.00	82.88	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		82.88	
1402	DEPARTMENT OF JUSTICE	08/27/2020	Regular	0.00	1,105.00	106781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
460820	Invoice	08/26/2020	FINGERPRINTING	0.00	930.00	
	100-2050-7031-0000		LIVE SCAN-FINGERPRINTI		930.00	
465318	Invoice	06/30/2020	PROFESSIONAL SERVICES	0.00	175.00	
	100-2050-7068-0000		CONTRACTUAL SERVICES		175.00	
1408	DEPARTMENT OF TRANSPORTATION	08/27/2020	Regular	0.00	2,525.78	106782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
SL201014	Invoice	06/30/2020	SIGNALS & LIGHTING BILLING FY18/19 LA	0.00	2,525.78	
	100-3250-7010-0000		UTILITIES		2,525.78	
1414	DIAMOND HILLS AUTO GROUP	08/27/2020	Regular	0.00	79.95	106783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
26007038/1	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	79.95	
	100-2050-7037-0000		VEHICLE MAINTENANCE		79.95	
1424	DIRECTV	08/27/2020	Regular	0.00	180.99	106784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
37693065225	Invoice	08/26/2020	BUILDING UTILITY	0.00	180.99	
	100-6000-7010-6045		UTILITIES - COMMUNITY		180.99	
1501	FAIRVIEW FORD	08/27/2020	Regular	0.00	146.48	106785
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
715479	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	9.96	
	100-2050-7037-0000		VEHICLE MAINTENANCE		9.96	
715768	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	24.69	
	100-2050-7037-0000		VEHICLE MAINTENANCE		24.69	
715792	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	111.83	
	100-2050-7037-0000		VEHICLE MAINTENANCE		111.83	
1509	FEDEX	08/27/2020	Regular	0.00	47.45	106786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
708197476	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	47.45	
	100-2050-7025-0000		OFFICE SUPPLIES		47.45	
1518	FLYERS ENERGY	08/27/2020	Regular	0.00	1,003.41	106787
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
CF52339354	Invoice	08/26/2020	FUEL EXPENSE	0.00	409.47	
	750-7400-7050-0000		FUEL		237.94	
	750-7600-7050-0000		FUEL		171.53	

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015 235 7250	Invoice	08/26/2020	FUEL EXPENSE	0.00	593.94	
	750 7100 7050 0000		FUEL		51.05	
	750 7400 7050 0000		FUEL		358.70	
	750 7600 7050 0000		FUEL		59.30	
	750 7700 7050 0000		FUEL		124.89	
1522	FOX OCCUPATIONAL	08/27/2020	Regular	0.00	459.47	106788
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
128364-36560-11	Invoice	06/30/2020	MEDICAL SERVICES	0.00	459.47	
	100 2050 6019 0000		FIRST AID		459.47	
1533	FRONTIER COMMUNICATIONS	08/27/2020	Regular	0.00	1,249.69	106789
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
213-180 1992-06	Invoice	08/26/2020	PHONE UTILITY	0.00	175.98	
	100 1230 7015 6045		TELEPHONE (COMM CTR)		175.98	
951-769-5188-04	Invoice	08/26/2020	PHONE UTILITY	0.00	357.70	
	100 1230 7015 6045		TELEPHONE (COMM CTR)		357.70	
951-769-8534-04	Invoice	08/26/2020	PHONE UTILITY	0.00	318.63	
	700 4050 7015 0000		TELEPHONE		318.63	
951-769-8537-03	Invoice	08/26/2020	PHONE UTILITY	0.00	103.38	
	100 1230 7015 6060		TELEPHONE (4th ST YARD)		103.38	
951-845-9839-09	Invoice	08/26/2020	PHONE UTILITY	0.00	111.98	
	100 1230 7015 6041		TELEPHONE (PD ANNEX)		111.98	
951-922-6646-04	Invoice	08/26/2020	PHONE UTILITY	0.00	182.02	
	700 4050 7015 0000		TELEPHONE		182.02	
1583	GRAFIX SYSTEMS	08/27/2020	Regular	0.00	1,439.80	106790
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
28214	Invoice	08/26/2020	PD VEHICLE DECALS	0.00	1,439.80	
	100 2050 8060 0000		VEHICLES		1,439.80	
1624	HIGH TECH IRRIGATION, INC.	08/27/2020	Regular	0.00	846.44	106791
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
638951	Invoice	08/26/2020	DEPT SUPPLIES	0.00	794.80	
	100 6050 7070 0000		SPECIAL DEPT SUPPLIES		794.80	
640201	Invoice	08/26/2020	DEPT SUPPLIES	0.00	51.64	
	100 6050 7070 0000		SPECIAL DEPT SUPPLIES		51.64	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	08/27/2020	Regular	0.00	266.44	106792
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
33205	Invoice	08/27/2020	Huntington Transcription Services for FY 2	0.00	266.44	
	100 2050 7068 0000		CONTRACTUAL SERVICES		266.44	
1827	LANGUAGE TESTING INTERNATIONAL	08/27/2020	Regular	0.00	70.00	106793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
137752 IN	Invoice	08/26/2020	PROFESSIONAL SERVICES	0.00	70.00	
	100 1240 7068 0000		CONTRACTUAL SERVICES		70.00	
1856	LEXISNEXIS RISK SOLUTIONS	08/27/2020	Regular	0.00	171.70	106794

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1535776-202007	Invoice	08/26/2020	MONTHLY SUBSCRIPTION FEE	0.00	171.70	
	100-2050-7030-0000	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION FEE	171.70		
1857	LIEBERT CASSIDY WHITMORE	08/27/2020	Regular	0.00	2,584.00	106795
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1499279	Invoice	06/30/2020	POA NEGOTIATIONS	0.00	532.00	
	100-1300-7068-0000	CONTRACTUAL SERVICES	POA NEGOTIATIONS	532.00		
1499280	Invoice	06/30/2020	SEIU NEGOTIATIONS	0.00	76.00	
	100-1300-7068-0000	CONTRACTUAL SERVICES	SEIU NEGOTIATIONS	76.00		
1503229	Invoice	08/26/2020	POA NEGOTIATIONS	0.00	1,862.00	
	100-1300-7068-0000	CONTRACTUAL SERVICES	POA NEGOTIATIONS	1,862.00		
1503230	Invoice	08/26/2020	SEIU NEGOTIATIONS	0.00	114.00	
	100-1300-7068-0000	CONTRACTUAL SERVICES	SEIU NEGOTIATIONS	114.00		
1895	M BREY ELECTRIC INC	08/27/2020	Regular	0.00	7,581.35	106796
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5599	Invoice	06/30/2020	PD Electrical in IT room	0.00	7,581.35	
	500-0000-8990-0000	CAPITAL OUTLAY	PD Electrical in IT room	7,581.35		
1984	NAPA AUTO PARTS	08/27/2020	Regular	0.00	235.43	106797
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
128317	Invoice	08/26/2020	EQUIPMENT MAINTENANCE	0.00	99.03	
	100-6050-7090-0000	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	99.03		
128723	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	71.09	
	100-6050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	71.09		
129767	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	5.52	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	5.52		
130196	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	59.79	
	750-8000-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	59.79		
4198	NIQUANNA MANGHAM	08/27/2020	Regular	0.00	150.00	106798
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
RC1 964635 & 97	Invoice	06/30/2020	DAYCAMP REFUND	0.00	150.00	
	100-0000-4575-0000	DAY CAMP PROGRAM	DAYCAMP REFUND	150.00		
4180	NOELGOETZ	08/27/2020	Regular	0.00	120.00	106799
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
002 BMNT	Invoice	08/26/2020	PROFESSIONAL SERVICES	0.00	120.00	
	100-6050-7068-014X	CONTRACTUAL SVC IA 14	PROFESSIONAL SERVICES	120.00		
3028	OFFICE SOLUTIONS	08/27/2020	Regular	0.00	1,308.00	106800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
101770697	Invoice	08/26/2020	DEPT SUPPLIES	0.00	249.00	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES	249.00		
101771653	Invoice	08/26/2020	DEPT SUPPLIES	0.00	80.00	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES	80.00		
101783052	Invoice	08/26/2020	DEPT SUPPLIES	0.00	89.00	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES	89.00		
101787576	Invoice	08/26/2020	DEPT SUPPLIES	0.00	890.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	215-0000-7035 0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		890.00	
2009	O'REILLY AUTO PARTS	08/27/2020	Regular	0.00	930.50	106801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2678-171982	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	268.79	
	100-2050-7037 0000		VEHICLE MAINTENANCE		268.79	
2678-191926	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	44.20	
	100-2050-7037 0000		VEHICLE MAINTENANCE		44.20	
2678-255834	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	7.74	
	100-2050-7037 0000		VEHICLE MAINTENANCE		7.74	
2678-261116	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	2.32	
	100-2050-7037 0000		VEHICLE MAINTENANCE		2.32	
2678-261337	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	1.66	
	100-2050-7037 0000		VEHICLE MAINTENANCE		1.66	
2678-273259	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	52.40	
	100-3250-7037 0000		VEHICLE MAINTENANCE		52.40	
2678-279849	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	29.05	
	100-6050-7037 0000		VEHICLE MAINTENANCE		29.05	
2678-280394	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	55.22	
	100-3250-7037 0000		VEHICLE MAINTENANCE		55.22	
2678-280583	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	12.27	
	100-2050-7037 0000		VEHICLE MAINTENANCE		12.27	
2678-282252	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	63.69	
	750-8100-7037 0000		VEHICLE MAINTENANCE		63.69	
2678-285493	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	2.15	
	750-7400-7037 0000		VEHICLE MAINTENANCE		2.15	
2678-286748	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	391.01	
	760-0000-8040 0000		EQUIPMENT		391.01	
2065	PITNEY BOWES INC-CTR	08/27/2020	Regular	0.00	141.42	106802
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1016100402	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	141.42	
	100-2050-7025 0000		OFFICE SUPPLIES		141.42	
2082	PROFORCE LAW ENFORCEMENT	08/27/2020	Regular	0.00	4,355.40	106803
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
490055	Invoice	08/27/2020	Purchase of Patrol Rifles (Equip. Replacem	0.00	4,355.40	
	100-2050-7070 0000		SPECIAL DEPT SUPPLIES		10,755.40	
	100-2050-7070 0000		SPECIAL DEPT SUPPLIES		-6,400.00	
			Trade in of COLT Ar15-A3 Rifles			
2079	PRO-PIPE & SUPPLY	08/27/2020	Regular	0.00	233.67	106804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5208600	Invoice	08/26/2020	DEPT SUPPLIES	0.00	233.67	
	100-6050-7070 5350		SPEC DEPT EXP - SHADO		233.67	
3652	PRUDENTIAL OVERALL SUPPLY	08/27/2020	Regular	0.00	298.21	106805

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
22999435	Invoice	06/30/2020	Prudential Uniforms	0.00	144.57	
	750 7100 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		17.57	
	750 7400 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		34.50	
	750 7600 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		29.13	
	750 7700 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		20.75	
	750 7800 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		20.75	
	750 7900 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		21.87	
22999467	Invoice	06/30/2020	Prudential Uniforms	0.00	54.20	
	750 7300 7065 0000	UNIFORMS	UNIFORM MAINTENANCE		54.20	
22999500	Invoice	06/30/2020	Prudential Uniforms	0.00	99.44	
	100-6050-7065-0000	UNIFORMS	UNIFORM MAINTENANCE		99.44	
2098	QUILL CORPORATON	08/27/2020	Regular	0.00	377.10	106806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
9282562	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	140.72	
	750 7000 7025 0000	OFFICE SUPPLIES	OFFICE SUPPLIES		140.72	
9326851	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	20.30	
	750 7000 7025 0000	OFFICE SUPPLIES	OFFICE SUPPLIES		20.30	
9331969	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	76.45	
	750 7000 7025 0000	OFFICE SUPPLIES	OFFICE SUPPLIES		76.45	
9606653	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	139.63	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		104.72	
	100-3100-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		34.91	
2135	RESOURCE BUILDING MATERIALS	08/27/2020	Regular	0.00	8.08	106807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2900769	Invoice	08/26/2020	DEPT SUPPLIES	0.00	8.08	
	100 6050 7070 5300	SPEC DEPT EXP - SENECA	DEPT SUPPLIES		8.08	
2988	RHONDA KEYSER	08/27/2020	Regular	0.00	1,525.84	106808
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/26/20	Invoice	08/26/2020	SPOUSAL SUPPORT	0.00	1,525.84	
	100-0000 2105-0000	PAYROLL SUSPENSE	SPOUSAL SUPPORT		1,525.84	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	08/27/2020	Regular	0.00	1,125.38	106809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
202007000169	Invoice	08/27/2020	debris waste for grounds dpt.	0.00	582.44	
	100-6050 7070 0000	SPECIAL DEPT SUPPLIES	debris waste for grounds dpt.		582.44	
7458107	Invoice	08/27/2020	debris waste for grounds dpt.	0.00	62.97	
	100 6050 7070 0000	SPECIAL DEPT SUPPLIES	debris waste for grounds dpt.		62.97	
7461574	Invoice	08/26/2020	DEPT SUPPLIES	0.00	32.27	
	100 6050 7070 014A	SPEC DEPT EXP - IA 14A	DEPT SUPPLIES		32.27	
7461727	Invoice	08/27/2020	debris waste for grounds dpt.	0.00	14.50	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	debris waste for grounds dpt.		14.50	
7482327	Invoice	08/26/2020	DEPT SUPPLIES	0.00	31.22	
	100-6050-7070-0190	SPEC DEPT EXP - IA 19D	DEPT SUPPLIES		31.22	
7482924	Invoice	08/26/2020	DEPT SUPPLIES	0.00	60.37	
	100 6050 7070 006A	SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		60.37	
7484152	Invoice	08/26/2020	DEPT SUPPLIES	0.00	14.50	
	100-6050-7070-0190	SPEC DEPT EXP - IA 19D	DEPT SUPPLIES		14.50	
7492249	Invoice	08/26/2020	DEPT SUPPLIES	0.00	14.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-6050-7070-5750	SPECIAL DEPT SUPPLIES (DEPT SUPPLIES		14.50	
7494942	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	33.83	
	100-6050-7070-008A	SPEC DEPT EXP - IA 8A	VEHICLE MAINTENANCE		33.83	
7495127	Invoice	08/26/2020	DEPT SUPPLIES	0.00	32.79	
	100-6050-7070-006A	SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		32.79	
7496013	Invoice	08/26/2020	DEPT SUPPLIES	0.00	10.25	
	100-6050-7070-5250	SPEC DEPT EXP - RANGAL	DEPT SUPPLIES		10.25	
7497247	Invoice	08/26/2020	DEPT SUPPLIES	0.00	27.13	
	100-6050-7070-008A	SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		27.13	
7498320	Invoice	08/26/2020	DEPT SUPPLIES	0.00	14.50	
	100-6050-7070-014X	SPEC DEPT EXP - IA 14	DEPT SUPPLIES		14.50	
7498550	Invoice	08/26/2020	DEPT SUPPLIES	0.00	36.95	
	100-6050-7070-006A	SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		18.48	
	100-6050-7070-008A	SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		18.47	
7505623	Invoice	08/27/2020	debris waste for grounds dpt.	0.00	40.07	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	debris waste for grounds dpt.		40.07	
7505728	Invoice	08/27/2020	debris waste for grounds dpt.	0.00	45.79	
	100-6050-7070-0000	SPECIAL DEPT SUPPLIES	debris waste for grounds dpt.		45.79	
7509668	Invoice	08/26/2020	DEPT SUPPLIES	0.00	36.95	
	100-6050-7070-006A	SPEC DEPT EXP - IA 6A	DEPT SUPPLIES		18.48	
	100-6050-7070-008A	SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		18.47	
7510431	Invoice	08/26/2020	DEPT SUPPLIES	0.00	34.35	
	100-6050-7070-006B	SPEC DEPT EXP - IA 6B	DEPT SUPPLIES		17.17	
	100-6050-7070-008A	SPEC DEPT EXP - IA 8A	DEPT SUPPLIES		17.18	
1113	**Void**	08/27/2020	Regular	0.00	0.00	106810
	RYAN M. WESTBROOK INC	08/27/2020	Regular	0.00	601.50	106811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
689796	Invoice	06/30/2020	ANIMAL CARE SERVICES	0.00	115.00	
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		115.00	
719205	Invoice	08/26/2020	ANIMAL CARE SERVICES	0.00	159.50	
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		159.50	
719482	Invoice	08/26/2020	ANIMAL CARE SERVICES	0.00	36.00	
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		36.00	
720546	Invoice	08/26/2020	ANIMAL CARE SERVICES	0.00	291.00	
	100-2000-7068-0000	CONTRACTUAL SERVICES	ANIMAL CARE SERVICES		291.00	
2026	SECURITY SIGNAL DEVICES, INC	08/27/2020	Regular	0.00	218.65	106812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
R-00208569	Invoice	08/26/2020	SECURITY SERVICES	0.00	218.65	
	100-6000-7087-6025	SECURITY - CITY HALL	SECURITY SERVICES		71.90	
	100-6000-7087-6025	SECURITY - CITY HALL	SECURITY SERVICES		86.50	
	100-6000-7087-6026	SECURITY- CITY HALL BLD	SECURITY SERVICES		60.25	
3835	SEGURA FAMILY INVESTMENT INC	08/27/2020	Regular	0.00	364.75	106813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
306	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	364.75	
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		364.75	
2267	SGP DESIGN AND PRINT	08/27/2020	Regular	0.00	50.95	106814

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11895	Invoice	08/26/2020	OFFICE SUPPLIES	0.00	50.95	
	100-1200-7075-0000		OFFICE SUPPLIES		25.48	
	100-2150-7025-0000		OFFICE SUPPLIES		25.47	
2311	SOUTHERN CALIFORNIA EDISON	08/27/2020	Regular	0.00	6,360.40	106815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
08/26/20	Invoice	08/26/2020	ELECTRIC UTILITY	0.00	6,360.40	
	100-3250-7010-0000		UTILITIES		518.20	
	100-3250-7010-004X		UTILITIES (IA 4)		270.98	
	100-3250-7010-006B		UTILITIES (IA 6B)		177.70	
	100-3250-7010-008A		UTILITIES (IA 8A)		23.33	
	100-3250-7010-014A		UTILITIES (IA 14A)		134.45	
	100-3250-7010-014X		UTILITIES (IA 14)		40.24	
	100-3250-7010-018X		UTILITIES (IA 18)		53.08	
	100-3250-7010-019C		UTILITIES (IA 19C)		50.09	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		78.17	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		4,469.56	
	100-6050-7010-0000		UTILITIES		270.95	
	100-6050-7010-002X		UTILITIES IA 2		191.23	
	100-6050-7010-008C		UTILITIES IA 8C		13.88	
	100-6050-7010-008E		UTILITIES IA 8E		12.03	
	100-6050-7010-014X		UTILITIES IA 14		12.04	
	100-6050-7010-020X		UTILITIES IA 20		11.08	
	100-6050-7010-06A1		UTILITIES IA 6A1		33.39	
2331	STAGECOACH TOWING	08/27/2020	Regular	0.00	85.00	106816
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
78259	Invoice	08/26/2020	VEHICLE MAINTENANCE	0.00	85.00	
	100-2050-7037-0000		VEHICLE MAINTENANCE		85.00	
2365	SUN BADGE CO.	08/27/2020	Regular	0.00	67.03	106817
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
401040	Invoice	08/26/2020	EMPLOYEE UNIFORM	0.00	67.03	
	100-2050-7065-0000		UNIFORMS		67.03	
2429	THYSSENKRUPP ELEVATOR CORP	08/27/2020	Regular	0.00	1,193.36	106818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3005421030	Invoice	08/26/2020	PROFESSIONAL SERVICES	0.00	1,193.36	
	100-6000-7065-6045		CONTRACTUAL SVC- COM		1,193.36	
2435	TLMA ADMINISTRATION COUNTY OF RIV	08/27/2020	Regular	0.00	517.13	106819
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
110000015215	Invoice	06/30/2020	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	517.13	
	100-3250-7068-0000		CONTRACTUAL SERVICES		517.13	
2442	TOP-LINE INDUSTRIAL SUPPLY	08/27/2020	Regular	0.00	25.67	106820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
426762	Invoice	08/26/2020	DEPT SUPPLIES	0.00	25.67	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES		25.67	
3265	TOWNSEND PUBLIC AFFAIRS, INC	08/27/2020	Regular	0.00	8,000.00	106821

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
15910	Invoice	06/30/2020	STATE & FEDERAL LOBBYIST	0.00	4,000.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		4,000.00	
16004	Invoice	06/30/2020	STATE & FEDERAL LOBBYIST	0.00	4,000.00	
	100-1200-7068-0000		CONTRACTUAL SERVICES		4,000.00	
2456	TURF STAR, INC.	08/27/2020	Regular	0.00	1,097.15	106822
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
7127032-00	Invoice	08/26/2020	EQUIPMENT MAINTENANCE	0.00	142.80	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		142.80	
7131251-00	Invoice	08/26/2020	EQUIPMENT MAINTENANCE	0.00	954.35	
	100-6050-7090-0000		EQUIPMENT SUPPLIES/M		954.35	
2457	TYLER WORKS - TECHNOLOGIES	08/27/2020	Regular	0.00	17,462.50	106823
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
025-300429	Invoice	06/30/2020	SOFTWARE	0.00	2,500.00	
	100-1230-7071-0000		SOFTWARE		2,500.00	
025-301149	Invoice	06/30/2020	SOFTWARE	0.00	218.75	
	100-1230-7071-0000		SOFTWARE		218.75	
025-301480	Invoice	06/30/2020	Tyler UB Autopay and webpay	0.00	10,725.00	
	100-1230-7071-0000		SOFTWARE		10,725.00	
025-302118	Invoice	06/30/2020	SOFTWARE	0.00	781.25	
	100-1230-7071-0000		SOFTWARE		781.25	
025-302580	Invoice	06/30/2020	SOFTWARE	0.00	1,468.75	
	100-1230-7071-0000		SOFTWARE		1,468.75	
025-304477	Invoice	08/26/2020	SOFTWARE	0.00	50.00	
	100-1250-7071-0000		SOFTWARE		50.00	
025-304880	Invoice	08/26/2020	SOFTWARE	0.00	1,250.00	
	100-1230-7071-0000		SOFTWARE		1,250.00	
025-306189	Invoice	08/26/2020	SOFTWARE	0.00	468.75	
	100-1230-7071-0000		SOFTWARE		468.75	
2460	ULINE	08/27/2020	Regular	0.00	250.45	106824
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
122330431	Invoice	08/26/2020	DEPT SUPPLIES	0.00	124.87	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		124.87	
122359496	Invoice	08/26/2020	DEPT SUPPLIES	0.00	210.77	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		210.77	
122407624	Invoice	08/26/2020	DEPT SUPPLIES	0.00	19.33	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		19.33	
122509807	Credit Memo	08/26/2020	DEPT SUPPLIES	0.00	-104.52	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES		-104.52	
2516	VOHNE LICHE KENNELS INC	08/27/2020	Regular	0.00	250.00	106825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16570	Invoice	06/30/2020	K9 TRAINING	0.00	125.00	
	240-2080-7096-0000		PROGRAM COSTS - K9		125.00	
16709	Invoice	08/26/2020	K9 TRAINING	0.00	125.00	
	240-2080-7096-0000		PROGRAM COSTS - K9		125.00	
3422	WAXIE SANITARY SUPPLY	08/27/2020	Regular	0.00	1,236.16	106826

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
79306225	Invoice	08/26/2020	DEPT SUPPLIES	0.00	577.26	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		577.26	
79359440	Invoice	08/26/2020	DEPT SUPPLIES	0.00	126.92	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		126.92	
79365395	Invoice	08/26/2020	DEPT SUPPLIES	0.00	126.92	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		126.92	
79376200	Invoice	08/26/2020	DEPT SUPPLIES	0.00	200.07	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		200.07	
79376233	Invoice	08/26/2020	DEPT SUPPLIES	0.00	204.99	
	215-0000-7036-0000	GRANT SPECIFIC COSTS	DEPT SUPPLIES		204.99	
3908	WEST COAST ARBORISTS, INC	08/27/2020	Regular	0.00	22,339.00	106827
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1-6009	Invoice	06/30/2020	Arborist sercices for assesing trees	0.00	4,264.00	
	100-6050-7156-0000	WEED ABATEMENT	Arborist sercices for assesing tre		4,264.00	
1-6080	Invoice	08/27/2020	Arborist service. tree inventory data colle	0.00	984.00	
	100-6050-7156-0000	WEED ABATEMENT	Arborist service. tree inventory		984.00	
162755	Invoice	08/26/2020	TREE TRIMMING SERVICES	0.00	1,206.00	
	100-6050-7157-0000	TREE TRIMMING	TREE TRIMMING SERVICES		1,206.00	
162964	Invoice	08/27/2020	Prune 210 trees and palms Xenia and Car	0.00	15,525.00	
	100-6050-7156-0000	WEED ABATEMENT	Prune 210 trees and palms Xeni		15,525.00	
162965	Invoice	08/27/2020	Prune 210 trees and palms Xenia and Car	0.00	360.00	
	100-6050-7156-0000	WEED ABATEMENT	Prune 210 trees and palms Xeni		360.00	
2911	WILMINGTON TRUST, N.A.	08/27/2020	Regular	0.00	2,000.00	106828
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
20200726-66187	Invoice	08/26/2020	123239-000 BEAUMONT 93-1 IA-8A 2017	0.00	2,000.00	
	250-0000-7051-0000	TRUSTEE FEES	123239-000 BEAUMONT 93-1 IA		2,000.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	169	69	0.00	205,720.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	14	1	0.00	105,469.35
	183	72	0.00	311,190.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	169	69	0.00	205,720.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	14	1	0.00	105,469.35
	183	72	0.00	311,190.05

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2020	311,190.05
			311,190.05

Recent Account Activity



Item 2.

< Back

Recent Account Activity August 20 2020 to August 26 2020		Start-of-day available: 40,943,043.32	Current available: 40,713,856.46
ACH Only for Checking Account: *****8965		Start-of-day ledger: 40,943,043.32	Current ledger: 40,713,856.46
▼Date▲	▼Description▲	▼Credits▲	▼Debits▲
08/20/20	SOUTHERN CALIFORSCG*UUT*Payment*20200722000060U080520	14,787.97	
08/20/20	SOUTHERN CALIFORJust*Energy*UUT*Payment*2020072200006	0.77	
08/24/20	CITY OF BEAUMONT20200820 082420000001OFFSET	<i>cr. warrant 8/20</i>	-177,781.74
08/24/20	RIVERSIDE CNTY RMR*IV*T-Tax July 2020**28580.03/	28,580.03	
08/25/20	BD OF EQUALIZATNBOE-LOCLTX08252033042	1,338,058.75	
08/25/20	Token Transit (SToken Tran082520ST-X8R4P4B0S9P2	39.85	
08/26/20	CALPERS 100000016104781		-47,634.60
08/26/20	CALPERS 100000016104815		-44,653.23
08/26/20	CALPERS 100000016104882		-15,994.99
08/26/20	CALPERS 100000016104850		-10,157.33

Generated August 27 2020 at 19:34:21

< Back

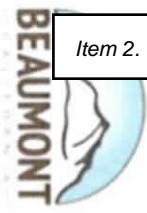


Recent Account Activity

There is no activity to report for the **date range** you selected.

Your selections were as follows:	
Report Type	Transaction Detail
Detail Features	Wires Only
Date Order	Ascending
Totals	Hide Totals
Date Range: From	08/20/2020
Date Range: To	08/26/2020
Check Number: From	
Check Number: To	
Check Amount: From	
Check Amount: To	
Account Type	Checking
Account Group	All Groups
Account Name/Number	*****8965

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City of Beaumont, CA

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Refund Check Register

Refund Check #

81

UBPKT00237 - Generate Refund Checks

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
03-009592-02	Hino, Michele	8/27/2020	106829	368.36			368.36	Generated From Billing
Total Refunds: 1				Total Refunded Amount:	368.36			

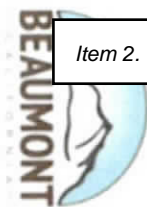
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	368.36
Revenue Total:	368.36

General Ledger Distribution

Posting Date: 08/27/2020

Fund:	Account Number	Account Name	Posting Amount	IFT
700 - WASTEWATER FUND	700-0000-0220-0000	ACCT REC - SEWER	368.36	
	700-0000-1000-0000	CLAIM ON CASH	-368.36	Yes
	700 Total:		0.00	
999 - POOLED CASH	999-0000-1001-0000	CASH	-368.36	
	999-0000-2400-0000	DUE TO OTHER FUNDS	368.36	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



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Refund Check Register

Refund Check # 82

UBPKT00238 - Generate Refund Checks

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
03-008385-03	Copeland, Prop Ten	8/27/2020	106830	51.47			51.47	Generated From Billing
Total Refunds: 1				Total Refunded Amount:	51.47			

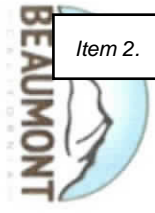
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	51.47
Revenue Total:	51.47

General Ledger Distribution

Posting Date: 08/27/2020

Fund:	Account Number	Account Name	Posting Amount	IFT
700 - WASTEWATER FUND	700-0000-0220-0000	ACCT REC - SEWER	51.47	
	700-0000-1000-0000	CLAIM ON CASH	-51.47	Yes
	700 Total:		0.00	
999 - POOLED CASH	999-0000-1001-0000	CASH	-51.47	
	999-0000-2400-0000	DUE TO OTHER FUNDS	51.47	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



City of Beaumont, CA

88 8127120

Refund Check Register

Refund Check D

UBPKT00239 - 07-074294-03

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
07-074294-03	Rivera, Evelyn	8/27/2020	106831	1,321.01			1321.01	Deposit
Total Refunds: 1				Total Refunded Amount:	1,321.01			

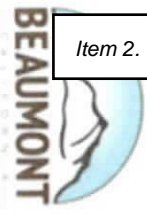
Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	1321.01
Revenue Total:	1321.01

General Ledger Distribution

Posting Date: 08/27/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 700 - WASTEWATER FUND			
700-0000-0220-0000	ACCT REC - SEWER	1,321.01	
700-0000-1000-0000	CLAIM ON CASH	-1,321.01	Yes
700 Total:		0.00	
Fund: 999 - POOLED CASH			
999-0000-1001-0000	CASH	-1,321.01	
999-0000-2400-0000	DUE TO OTHER FUNDS	1,321.01	Yes
999 Total:		0.00	
Distribution Total:		0.00	



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City of Beaumont, CA

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Refund Check Register

Refund Check D

UBPKT00240 - 06-014691-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
06-014691-02	Negrere, Darlene	8/27/2020	106832	396.60			396.60	Deposit
Total Refunds: 1				Total Refunded Amount:	396.60			

Revenue Code Summary

Revenue Code	Amount
996 - Unapplied Credit	396.60
Revenue Total:	396.60

General Ledger Distribution

Posting Date: 08/27/2020

Account Number	Account Name	Posting Amount	IFT
Fund: 700 - WASTEWATER FUND			
700-0000-0220-0000	ACCT REC - SEWER	396.60	
700-0000-1000-0000	CLAIM ON CASH	-396.60	Yes
700 Total:		0.00	
Fund: 999 - POOLED CASH			
999-0000-1001-0000	CASH	-396.60	
999-0000-2400-0000	DUE TO OTHER FUNDS	396.60	Yes
999 Total:		0.00	
Distribution Total:		0.00	

Item 2.

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Employer Payment Report

Employer: City of Beaumont

CALPERS ID: 4582960442

Payment Status: PEN

Payment Authorization Date	Payment Posting Date	Confirmation Number	Payment Amount	Payment Account Nickname	Payment Status	Receivable ID	Receivable Description
08/25/2020		1001636920	\$44,653.23	322271724	Pending	100000016104815	Employer Contribution, Classic, 743, CALPERS, 2020/2021
08/25/2020		1001636922	\$10,157.33	322271724	Pending	100000016104850	Employer Contribution, PEPPA New, 25763, CALPERS, 2020/2021
08/25/2020		1001636919	\$47,634.60	322271724	Pending	100000016104781	Employer Contribution, Classic, 742, CALPERS, 2020/2021
08/25/2020		1001636921	\$15,994.99	322271724	Pending	100000016104882	Employer Contribution, PEPPA New, 27308, CALPERS, 2020/2021

Handwritten: OK 08/25/20

AGENDA ITEM NO.

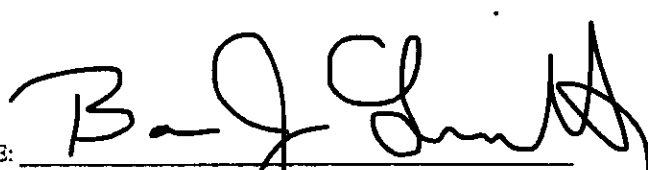


WARRANTS TO BE RATIFIED

Thursday, September 03, 2020

Printed Checks	106912-106928	\$	2,263.98	Refund Checks
	106833-106911	\$	927,130.12	FY 19/20
		\$	333,698.93	FY 20/21
ACH	324-326	\$	24,037.98	
	A/P Total	\$	<u>1,284,867.03</u>	
Bank Drafts	CalPERS	\$	1,112.34	25763 PEPRA Retro pay
		\$	57.16	743 Classic Retro pay
		\$	18.01	742 Classic Retro pay
		\$	9.64	27308 PEPRA Retro pay
	MG Trust	\$	25,393.13	457 Payroll 08/28/20
		\$	5,489.98	401-a Payroll 08/28/20
		\$	427.54	FICA Payroll 08/28/20
	Guardian	\$	21,903.08	Aug-20
	Affant	\$	551.75	Sep-20
	Kaiser	\$	178.00	HSA Payroll 08/28/20
	Authnet Gateway	\$	394.40	20-Sep

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

SIGNATURE: 
TITLE: CITY TREASURER

SIGNATURE: 
TITLE: FINANCE DIRECTOR



WARRANTS TO BE RATIFIED

Thursday, September 03, 2020

Printed Checks	106912-106928	\$	2,263.98	Refund Checks
	106833-106911	\$	927,130.12	FY 19/20
		\$	333,698.93	FY 20/21
ACH	324-326	\$	24,037.98	
	A/P Total	\$	<u>1,284,867.03</u>	
Bank Drafts	CalPERS	\$	1,112.34	25763 PEPRA Retro pay
		\$	57.16	743 Classic Retro pay
		\$	18.01	742 Classic Retro pay
		\$	9.64	27308 PEPRA Retro pay
	MG Trust	\$	25,393.13	457 Payroll 08/28/20
		\$	5,489.98	401-a Payroll 08/28/20
		\$	427.54	FICA Payroll 08/28/20
	Guardian	\$	21,903.08	Aug-20
	Affant	\$	551.75	Sep-20
	Kaiser	\$	178.00	HSA Payroll 08/28/20
	Authnet Gateway	\$	394.40	20-Sep

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

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR



City of Beaumont, CA

Check Item 2. t

By Check Number

Date Range: 08/28/2020 - 09/03/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	09/03/2020	EFT	0.00	4,995.10	324
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 08/28/20	Invoice	09/03/2020	EMPLOYEE CONTRIBUTIONS	0.00	4,995.10	
	100-0000 2075 0000		DEFERRED COMPENSATI		2,629.83	
	100-0000 2075 0000		DEFERRED COMPENSATI		112.37	
	100-1200-6026 0000		DEFERRED COMP		2,252.90	
2264	SEIU	09/03/2020	EFT	0.00	2,107.03	325
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 08/28/20	Invoice	09/03/2020	UNION DUES	0.00	2,107.03	
	100-0000 2061 0000		P.E.R.C. DUES & INS		2,107.03	
2725	US BANK CORPORATE PAYMENT SYSTEMS	09/03/2020	EFT	0.00	16,935.85	326
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
24000970210175	Invoice	09/03/2020	SHIPPING COSTS	0.00	37.46	
	100-1230-7072 0000		COMPUTER SUPPLIES/MA		37.46	
24013390223001	Invoice	09/03/2020	DEPT SUPPLIES	0.00	86.46	
	100-2050-7070 0000		SPECIAL DEPT SUPPLIES		86.46	
24204290195302	Invoice	09/03/2020	DROPBOX FILE FOR SHARING ONLINE DO	0.00	182.14	
	215-0000-7036 0000		GRANT SPECIFIC COSTS		182.14	
24226380217400	Invoice	09/03/2020	DEPT SUPPLIES	0.00	25.73	
	700-4050-7070 0000		SPECIAL DEPT SUPPLIES		25.73	
24399000196503	Invoice	09/03/2020	KEYBOARD FOR COUNCIL CHAMBERS	0.00	108.82	
	100-1230-7072 0000		COMPUTER SUPPLIES/MA		108.82	
24427330222730	Invoice	09/03/2020	DEPT SUPPLIES	0.00	3.87	
	100-2050-7070 0000		SPECIAL DEPT SUPPLIES		3.87	
24492150195715	Invoice	09/03/2020	OFFICE DIVIDERS	0.00	7,177.25	
	215-0000-7036 0000		GRANT SPECIFIC COSTS		7,177.25	
24492150213637	Invoice	09/03/2020	TEMPEST POSTS / SOCIAL DISTANCING	0.00	1,025.69	
	215-0000-7036 0000		GRANT SPECIFIC COSTS		1,025.69	
24492150219740	Invoice	09/03/2020	GOOD MORNING BREAKFAST - SANTOS	0.00	22.00	
	100-1050-7035 0000		LOCAL MEETINGS		22.00	
24493980200026	Invoice	09/03/2020	ZOOM WEB MEETING	0.00	140.00	
	215-0000-7036 0000		GRANT SPECIFIC COSTS		140.00	
24610430205010	Invoice	09/03/2020	DEPT SUPPLIES	0.00	74.21	
	700-4050-7070 0000		SPECIAL DEPT SUPPLIES		74.21	
24610430218010	Invoice	09/03/2020	HOME DEPOT - DEPT SUPPLIES	0.00	268.30	
	100-2090-7070 0000		SPECIAL DEPT SUPPLIES		268.30	
24639230206900	Invoice	09/03/2020	CWEA PLANT MAINT CERT RENEWAL	0.00	91.00	
	700-4050-7030 0000		DUES & SUBSCRIPTIONS		91.00	
24692160198100	Invoice	09/03/2020	FOOD FOR TRAINING	0.00	77.91	
	100-2050-7065 0000		TRAVEL, EDUCATION, TRA		77.91	
24692160199100	Invoice	09/03/2020	FOOD FOR TRAINING	0.00	64.96	
	100-2050-7065 0000		TRAVEL, EDUCATION, TRA		64.96	
24692160200100	Invoice	09/03/2020	FOOD FOR TRAINING	0.00	57.94	

Check Report

Date Range: 08/28/2020 Item 2. 20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100 2050 7066 0000	TRAVEL, EDUCATION, TRA	FOOD FOR TRAINING		57.94	
24692160205100	Invoice	09/03/2020	OFFICE FURNITURE / SOCIAL DISTANCING	0.00	6,137.51	
	215 0000 7036 0000	GRANT SPECIFIC COSTS	OFFICE FURNITURE / SOCIAL DIS		6,137.51	
24692160214100	Invoice	09/03/2020	LAB EQUIPMENT	0.00	32.31	
	700 4050 7070 0000	SPECIAL DEPT SUPPLIES	LAB EQUIPMENT		32.31	
24755420197271	Invoice	09/03/2020	SENDING BOND DOCUMENTS FOR BOND	0.00	7.75	
	100 1200 7025 0000	OFFICE SUPPLIES	SENDING BOND DOCUMENTS F		7.75	
24801970206207	Invoice	09/03/2020	LAPG-RIPP HOBBLE RESTRAINTS	0.00	86.11	
	100 2050 7070 0000	SPECIAL DEPT SUPPLIES	LAPG-RIPP HOBBLE RESTRAINTS		86.11	
24906410202098	Invoice	09/03/2020	WESITE RENEWAL	0.00	223.08	
	100 1230 7071 0000	SOFTWARE	WESITE RENEWAL		223.08	
24906410210099	Invoice	09/03/2020	SUBSCRIPTION RENWAL CONSTANT CONT	0.00	1,005.35	
	100 1230 7030 0000	DUES & SUBSCRIPTIONS	SUBSCRIPTION RENWAL CONST		1,005.35	
1023	ADVANCED WORKPLACE STRATEGIES	09/03/2020	Regular	0.00	64.50	106833
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
430466	Invoice	09/03/2020	HIRING COSTS	0.00	64.50	
	100 1240 6050 0000	RECRUITMENT AND HIRI	HIRING COSTS		64.50	
1031	AIRGAS USA	09/03/2020	Regular	0.00	489.93	106834
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9103741495	Invoice	09/03/2020	WWTP Chemical Safety Equipment	0.00	90.82	
	700 4050 7070 0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		90.82	
9103741496	Invoice	09/02/2020	WWTP Chemical Safety Equipment	0.00	187.70	
	700 4050 7070 0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		187.70	
9103920503	Invoice	09/03/2020	WWTP Chemical Safety Equipment	0.00	27.99	
	700 4050 7070 0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		27.99	
9104056613	Invoice	09/03/2020	WWTP Chemical Safety Equipment	0.00	183.42	
	700 4050 7070 0000	SPECIAL DEPT SUPPLIES	WWTP Chemical Safety Equipm		183.42	
1050	AMAZON CAPITAL SERVICES	09/03/2020	Regular	0.00	92.24	106835
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
1YWL KDTR N/D	Invoice	09/03/2020	OFFICE SUPPLIES	0.00	92.24	
	100 1200 7025 0000	OFFICE SUPPLIES	OFFICE SUPPLIES		92.24	
4204	ANNA CRUZ	09/03/2020	Regular	0.00	25.00	106836
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
LICENSE 0026881	Invoice	09/03/2020	REIMBURSEMENT ON DOG LICENSE	0.00	25.00	
	100 0000 4210 2000	ANIMAL LICENSE - BEAU	REIMBURSEMENT ON DOG LICE		25.00	
3820	AXON ENTERPRISE, INC	09/03/2020	Regular	0.00	990.00	106837
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
511640884	Invoice	06/30/2020	DEPT SUPPLIES	0.00	990.00	
	100 2050 7070 0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		990.00	
3129	BC RENTALS, INC	09/03/2020	Regular	0.00	618.91	106838
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
0052035 IN	Invoice	09/03/2020	Streets - Special Dept Supplies	0.00	57.11	
	100 3250 7070 0000	SPECIAL DEPT SUPPLIES	Streets - Special Dept Supplies		57.11	
0052037 IN	Invoice	09/03/2020	DEPT SUPPLIES	0.00	561.80	

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		561.80	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	09/03/2020	Regular	0.00	86,459.47	106839
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
09/28/20	Invoice	09/03/2020	WATER UTILITY	0.00	86,459.47	
	100-3250-7010-0000		UTILITIES		5,903.84	
	100-3250-7010-007A		UTILITIES (IA 7A)		2,308.89	
	100-3250-7010-007B		UTILITIES (IA 7B)		599.05	
	100-3250-7010-008A		UTILITIES (IA 8A)		27.46	
	100-3250-7010-008B		UTILITIES (IA 8B)		614.21	
	100-3250-7010-010A		UTILITIES (IA 10)		665.87	
	100-3250-7010-012A		UTILITIES (IA 12)		269.28	
	100-3250-7010-014B		UTILITIES (IA 14B)		1,353.41	
	100-3250-7010-014X		UTILITIES (IA 14)		6,925.02	
	100-3250-7010-015X		UTILITIES (IA 15)		1,485.96	
	100-3250-7010-016X		UTILITIES (IA 16)		1,445.81	
	100-3250-7010-018X		UTILITIES (IA 18)		897.71	
	100-3250-7010-019A		UTILITIES (IA 19A)		2,080.01	
	100-3250-7010-019C		UTILITIES (IA 19C)		77.85	
	100-3250-7010-06A1		UTILITIES (IA 6A1)		8,263.83	
	100-6000-7010-6025		UTILITIES - CITY HALL		2,096.71	
	100-6000-7010-6031		UTILITIES - CITY HALL BLD		369.89	
	100-6000-7010-6032		UTILITIES - CITY HALL BLD		475.11	
	100-6000-7010-6040		UTILITIES - POLICE DEPT		445.64	
	100-6000-7010-6041		UTILITIES - POLICE ANNEX		296.72	
	100-6000-7010-6045		UTILITIES - COMMUNITY		631.43	
	100-6000-7010-6055		UTILITIES - FIRE STATION		126.76	
	100-6050-7010-0000		UTILITIES		551.86	
	100-6050-7010-003X		UTILITIES IA 3		7,161.78	
	100-6050-7010-007A		UTILITIES IA 7A		554.95	
	100-6050-7010-008A		UTILITIES IA 8A (SUNDAN		8,539.47	
	100-6050-7010-008C		UTILITIES IA 8C		27.46	
	100-6050-7010-008D		UTILITIES IA 8D		149.02	
	100-6050-7010-008E		UTILITIES IA 8E		74.51	
	100-6050-7010-014A		UTILITIES IA 14A (OAK VA		375.82	
	100-6050-7010-014B		UTILITIES IA 14B		1,951.99	
	100-6050-7010-017A		UTILITIES IA 17A (TOURN		1,514.16	
	100-6050-7010-018X		UTILITIES IA 18		27.46	
	100-6050-7010-019C		UTILITIES IA 19C		993.43	
	100-6050-7010-020X		UTILITIES IA 20		278.37	
	100-6050-7010-06A1		UTILITIES IA 6A1		330.66	
	100-6050-7010-1601		UTILITIES IA 1601		3,156.22	
	100-6050-7010-5050		UTILITIES, PARK (DEFORG		1,153.45	
	100-6050-7010-5200		UTILITIES, PARK (PALMER)		14.63	
	100-6050-7010-5250		UTILITIES, PARK (RANGAL		1,168.13	
	100-6050-7010-5350		UTILITIES, PARK (SHADO		310.96	
	100-6050-7010-5400		UTILITIES, PARK (SPORTS		7,821.11	
	100-6050-7010-5450		UTILITIES, PARK (STETSON		5,266.72	
	100-6050-7010-5500		UTILITIES, PARK (STEWAR		3,287.43	
	100-6050-7010-5600		UTILITIES, PARK (TREVINO		74.51	
	100-6050-7010-5650		UTILITIES, PARK (VETERA		75.53	
	100-6050-7010-5700		UTILITIES, PARK (WILD FL		3,188.81	
	700-4050-7010-0000		UTILITIES		1,019.06	
	700-4050-7010-019C		UTILITIES (IA 19C)		18.91	
	750-7300-7010-0000		UTILITIES		12.60	
1127	BEAUMONT DO IT BEST HOME CENTER	09/03/2020	Regular	0.00	140.59	106840

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
483317	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	2.69	
	750 7300 7037 0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		2.69	
483363	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	5.80	
	750 7300 7037 0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		5.80	
485137	Invoice	06/30/2020	DEPT SUPPLIES	0.00	47.41	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		47.41	
489080	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	50.87	
	750 7300 7037 0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		50.87	
491143	Invoice	09/03/2020	DEPARTMENT SUPPLIES - STREETS	0.00	19.17	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		19.17	
491162	Invoice	09/03/2020	DEPARTMENT SUPPLIES - STREETS	0.00	9.24	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		9.24	
491210	Invoice	09/03/2020	DEPARTMENT SUPPLIES - STREETS	0.00	5.41	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		5.41	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	09/03/2020	Regular	0.00	5,190.00	106841
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
PD 08/14/20 08/	Invoice	09/03/2020	POLICE DUES	0.00	5,190.00	
	100 0000 2035 0000		C.O.P.S. DUES POLICE DUES		5,190.00	
3575	BEHRENS AND ASSOCIATES, INC	09/03/2020	Regular	0.00	1,745.63	106842
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
108297	Invoice	06/30/2020	8 FEET HIGH STC-25 BLANKET RENTAL	0.00	1,745.63	
	710 0000 8030 0000		CAPITAL IMPROVEMENT RENTAL FEE FOR SOUND BLANK		1,745.63	
3602	BURRTEC WASTE GROUP, INC	09/03/2020	Regular	0.00	30,048.94	106843
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
08042020 2	Invoice	09/03/2020	SLUDGE HAULING SERVICES	0.00	30,048.94	
	700 4050 7068 0000		CONTRACTUAL SERVICES SLUDGE HAULING SERVICES		30,048.94	
1238	CDW GOVERNMENT, INC.	09/03/2020	Regular	0.00	5,667.00	106844
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
ZSK4951	Invoice	09/03/2020	Remote Support Software	0.00	5,667.00	
	100 1230 7071 0000		SOFTWARE Remote Support Software		5,667.00	
1242	CED	09/03/2020	Regular	0.00	48.49	106845
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
0954 480491	Invoice	09/03/2020	DEPT SUPPLIES	0.00	48.49	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		48.49	
1250	CHAMBERS GROUP, INC	09/03/2020	Regular	0.00	2,052.00	106846
	Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	Account Name	Item Description	Distribution Amount		
34445	Invoice	06/30/2020	Peer Review for ENV2020-0011 Penn/110	0.00	2,052.00	
	100 1350 7068 0000		CONTRACTUAL SERVICES Peer Review for ENV2020-0011		2,052.00	
1279	CIGNA HEALTH CARE	09/03/2020	Regular	0.00	27,132.92	106847

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2698294	Invoice	09/03/2020	EMP INSURANCE	0.00	27,132.92	
	100-1200-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,950.74	
	100-1230-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,950.74	
	100-2050-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		9,044.30	
	100-2090-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		4,729.04	
	100-6050-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		4,729.06	
	700-4050-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,182.26	
	750-7300-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,182.26	
	750-7400-6020-0000	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		2,364.52	
1285	CITY OF BANNING	09/03/2020	Regular	0.00	24,765.00	106848
	Invoice	09/03/2020	FY20/21 JPA CLETS Fees	0.00	24,765.00	
	100-2050-7058-0000	CLETS SYSTEM	FY20/21 JPA CLETS Fees		24,765.00	
1299	CLEAN TECH ENVIRONMENTAL	09/03/2020	Regular	0.00	643.90	106849
	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	109.00	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		109.00	
	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	75.00	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		75.00	
	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	87.45	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		87.45	
	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	372.45	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		372.45	
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	09/03/2020	Regular	0.00	7,849.00	106850
	Invoice	09/03/2020	MAX BENEFIT - SURFACE WATER	0.00	1,002.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	MAX BENEFIT - SURFACE WATER		1,002.00	
	Invoice	09/03/2020	WWTP Laboratory Testing Services	0.00	6,847.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	WWTP LAB SERVICES		6,847.00	
1310	COLONIAL LIFE	09/03/2020	Regular	0.00	544.86	106851
	Invoice	09/03/2020	OPTIONAL EMPLOYEE INSURANCE	0.00	544.86	
	100-0000-2051-0000	COLONIAL INS-WITHHOL	OPTIONAL EMPLOYEE INSURAN		544.86	
1344	CREATIVE BUS SALES, INC	09/03/2020	Regular	0.00	1,826.27	106852
	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	1,826.27	
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		1,826.27	
1398	DEPARTMENT OF ENVIORNMENTAL HEALTH	09/03/2020	Regular	0.00	7,462.00	106853
	Invoice	09/03/2020	HEALTH PERMIT	0.00	865.00	
	700-4050-7022-0190	LICENSE, PERMITS, FEES	HEALTH PERMIT		865.00	
	Invoice	09/03/2020	HEALTH PERMIT	0.00	865.00	
	700-4050-7022-0190	LICENSE, PERMITS, FEES	HEALTH PERMIT		865.00	
	Invoice	09/03/2020	HEALTH PERMIT	0.00	865.00	

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	700 4050 7022 0641		LICENSE, PERMITS, FEES		865.00	
IN0390502	Invoice	09/03/2020	HEALTH PERMIT	0.00	865.00	
	700-4050 7022 003X		LICENSE, PERMITS, FEES		865.00	
IN0390503	Invoice	09/03/2020	HEALTH PERMIT	0.00	865.00	
	700 4050 7022 002X		LICENSE, PERMITS, FEES		865.00	
IN0390504	Invoice	09/03/2020	HEALTH PERMIT	0.00	865.00	
	700 4050 7022 0000		LICENSE, PERMITS, FEES		865.00	
IN0390560	Invoice	09/03/2020	HEALTH PERMIT	0.00	1,136.00	
	700 4050 7022 007A		LICENSE, PERMITS, FEES		1,136.00	
IN0390561	Invoice	09/03/2020	HEALTH PERMIT	0.00	1,136.00	
	700 4050 7022 003X		LICENSE, PERMITS, FEES		1,136.00	
1501	FAIRVIEW FORD	09/03/2020	Regular	0.00	990.72	106854
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
C75852	Invoice	09/03/2020	VEHICLE MAINTENANCE	0.00	990.72	
	100 2030 7037 0000		VEHICLE MAINTENANCE		990.72	
1522	FOX OCCUPATIONAL	09/03/2020	Regular	0.00	159.94	106855
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
128364-36560-11	Invoice	06/30/2020	EMPLOYEE MEDICAL SERVICES	0.00	159.94	
	100 2050 6019 0000		FIRST AID		159.94	
1533	FRONTIER COMMUNICATIONS	09/03/2020	Regular	0.00	1,169.99	106856
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
209.042-1999-06	Invoice	09/03/2020	PHONE UTILITY	0.00	279.06	
	100 1230 7015 6040		TELEPHONE (POLICE DPT)		279.06	
213-181-1343-03	Invoice	09/03/2020	PHONE UTILITY	0.00	69.47	
	700-4050 7015-0000		TELEPHONE		69.47	
323-156-8188-02	Invoice	09/03/2020	PHONE UTILITY	0.00	85.98	
	100-1230-7015-6060		TELEPHONE (4th ST YARD)		85.98	
951-769-8520-01	Invoice	09/03/2020	PHONE UTILITY	0.00	270.50	
	100 1230 7015 6025		TELEPHONE (CITY HALL)		270.50	
951-769-8530-06	Invoice	09/03/2020	PHONE UTILITY	0.00	235.98	
	750-7000-7015-0000		TELEPHONE		235.98	
951-769-8538-06	Invoice	09/03/2020	PHONE UTILITY	0.00	77.73	
	100-1230-7015-6048		TELEPHONE (POOL)		77.73	
951-769-8539-04	Invoice	09/03/2020	PHONE UTILITY	0.00	151.27	
	100-1230-7015-6045		TELEPHONE (COMM CTR)		151.27	
3348	GOVERNMENTJOBS.COM, INC	09/03/2020	Regular	0.00	14,229.70	106857
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV 15117	Invoice	09/03/2020	NeoGov HR Software	0.00	14,229.70	
	100-1230-7071-6025		SOFTWARE (CITY HALL)		14,229.70	
1585	GRAINGER	09/03/2020	Regular	0.00	2,734.02	106858
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9614239169	Invoice	09/03/2020	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	194.67	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		194.67	
9614239177	Invoice	09/03/2020	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	825.53	
	700 4050 7070 0000		SPECIAL DEPT SUPPLIES		825.53	
9616218963	Invoice	09/03/2020	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	868.25	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
9629093858	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES -	0.00	868.25	
9629134447	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	33.94	
9629229601	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES -	0.00	33.94	
9629229601	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	244.73	
9629229601	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES -	0.00	244.73	
9629229601	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES - MOTORS, P	0.00	566.90	
9629229601	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	WW SPECIAL DEPT SUPPLIES -	0.00	566.90	
3524	H&T CULTURAL RESOURCE MANAGEMENT, INC	09/03/2020	Regular	0.00	977.50	106859
5072	710-0000-7068-0000 CONTRACTUAL SERVICE	09/03/2020	archaeologist for WWTP expansion	0.00	977.50	
5072	710-0000-7068-0000 CONTRACTUAL SERVICE	09/03/2020	archaeologist for WWTP expans	0.00	977.50	
3718	HAAKER EQUIPMENT COMPANY	09/03/2020	Regular	0.00	527.91	106860
W62032	700-4050-7037-0000 VEHICLE MAINTENANCE	09/03/2020	VEHICLE MAINTENANCE	0.00	527.91	
W62032	700-4050-7037-0000 VEHICLE MAINTENANCE	09/03/2020	VEHICLE MAINTENANCE	0.00	527.91	
1603	HACH COMPANY	09/03/2020	Regular	0.00	6,979.05	106861
12070244	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	LAB SUPPLIES FOR WWTP	0.00	4,374.66	
12070244	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	LAB SUPPLIES FOR WWTP	0.00	4,374.66	
12076387	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	LAB SUPPLIES FOR WWTP	0.00	2,604.39	
12076387	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	LAB SUPPLIES FOR WWTP	0.00	2,604.39	
3515	HD SUPPLY FACILITIES MAINTENANCE LTD	09/03/2020	Regular	0.00	5,280.59	106862
318479	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DEPARTMENT SUPPLIES - SEWER	0.00	743.42	
318479	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DEPARTMENT SUPPLIES - SEWE	0.00	743.42	
318480	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DEPARTMENT SUPPLIES - SEWER	0.00	339.36	
318480	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DEPARTMENT SUPPLIES - SEWE	0.00	339.36	
320045	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DEPARTMENT SUPPLIES - SEWER	0.00	4,197.81	
320045	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DEPARTMENT SUPPLIES - SEWE	0.00	4,197.81	
3032	INLAND VALLEY SLADDEN, INC	09/03/2020	Regular	0.00	875.00	106863
45092	500-0000-8950-0000 CAPITAL OUTLAY	06/30/2020	construction material sampling & testing	0.00	875.00	
45092	500-0000-8950-0000 CAPITAL OUTLAY	06/30/2020	construction material sampling	0.00	875.00	
3516	INLAND WATER WORKS SUPPLY CO	09/03/2020	Regular	0.00	1,761.41	106864
51036446.002	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DeZURIK Eccentric Plug Valve	0.00	1,761.41	
51036446.002	700-4050-7070-0000 SPECIAL DEPT SUPPLIES	09/03/2020	DeZURIK Eccentric Plug Valve	0.00	1,761.41	
1679	INTERWEST CONSULTING GRP, INC.	09/03/2020	Regular	0.00	3,610.00	106865
58617	100-1230-7071-0000 SOFTWARE	06/30/2020	GIS SERVICES	0.00	1,330.00	
58617	100-1230-7071-0000 SOFTWARE	06/30/2020	GIS SERVICES	0.00	1,330.00	
59471	100-1230-7071-0000 SOFTWARE	06/30/2020	GIS SERVICES	0.00	2,280.00	
59471	100-1230-7071-0000 SOFTWARE	06/30/2020	GIS SERVICES	0.00	2,280.00	

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2527	JESUS CAMACHO	09/03/2020	Regular	0.00	150.00	106866
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
921404	Invoice	09/03/2020	VEHICLE MAINTENANCE	0.00	150.00	
	100 2030 7037 0000		VEHICLE MAINTENANCE		150.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	09/03/2020	Regular	0.00	123.92	106867
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
36111882	Invoice	09/03/2020	EQUIPMENT MAINTENANCE	0.00	123.92	
	100 1230 7090 6026		EQUIP SUPPLIES/MAINT (123.92	
			EQUIPMENT MAINTENANCE			
1824	LAKE ELSINORE & S JACINTO WATERSHEDS AU	09/03/2020	Regular	0.00	28,935.00	106868
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8839	Invoice	09/03/2020	FY 20/21 LAKE ELSINORE & CANYON LAKE	0.00	28,935.00	
	100 3250 7053 0000		PERMITS, FEES AND LICE		28,935.00	
			FY 20/21 LAKE ELSINORE & CAN			
1926	MATCH CORPORATION	09/03/2020	Regular	0.00	675,401.85	106869
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
062020007A	Invoice	06/30/2020	2018-004 BEAUMONT AVE RECONSTRUCT	0.00	246,546.50	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		20,699.61	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		225,846.89	
062020007B	Invoice	06/30/2020	CIP PROJECT	0.00	1,442.99	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		1,442.99	
062020007C	Invoice	06/30/2020	2018-003 & 2019-002 ANNUAL CITYWIDE	0.00	110,390.24	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		21,154.99	
	500 0000 8990 0000		CAPITAL OUTLAY		89,235.25	
062020007D	Invoice	06/30/2020	2019-002 ANNUAL CITYWIDE STREET REH	0.00	317,022.12	
	500 0000 8990 0000		CAPITAL OUTLAY		317,022.12	
2732	MINAGAR & ASSOCIATES, INC	09/03/2020	Regular	0.00	22,941.88	106870
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
857	Invoice	09/03/2020	TRAFFIC ENGINEERING SERVICES FY 18/19	0.00	22,941.88	
	100 3100 7068 0000		CONTRACTUAL SERVICES		22,941.88	
			TRAFFIC ENGINEERING SERVICE			
2892	MOFFATT & NICHOL	09/03/2020	Regular	0.00	3,394.00	106871
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
752861	Invoice	09/03/2020	ENVIROMENTAL DOC SERVICES FOR PENN	0.00	3,394.00	
	500 0000 7068 0000		CONTRACTUAL SERVICE		3,394.00	
			CONSULTING SERVICES			
1984	NAPA AUTO PARTS	09/03/2020	Regular	0.00	47.37	106872
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
130752	Invoice	09/03/2020	DEPT SUPPLIES	0.00	22.61	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES		22.61	
130757	Invoice	09/03/2020	DEPT SUPPLIES	0.00	24.76	
	100 3250 7070 0000		SPECIAL DEPT SUPPLIES		24.76	
2007	NVS, INC	09/03/2020	Regular	0.00	87,098.53	106873
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
137872	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	387.50	
	100 3100 7063 0000		PLAN CHECK FEES		387.50	
144955	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	495.00	
	100 3100 7063 0000		PLAN CHECK FEES		495.00	
			PLAN CHECK SERVICES			

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
152325	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	837.50	
	100-3100-7063-0000		PLAN CHECK FEES		837.50	
155579	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000		INSPECTIONS		420.00	
155587	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000		INSPECTIONS		420.00	
155589	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155592	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000		INSPECTIONS		420.00	
155593	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000		INSPECTIONS		315.00	
155594	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,050.00	
	100-3100-7067-0000		INSPECTIONS		1,050.00	
155597	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155602	Invoice	06/30/2020	INSPECTION SERVICES	0.00	367.50	
	100-3100-7067-0000		INSPECTIONS		367.50	
155604	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000		INSPECTIONS		420.00	
155605	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155617	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155618	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000		INSPECTIONS		315.00	
155620	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155621	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,470.00	
	100-3100-7067-0000		INSPECTIONS		1,470.00	
155622	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,575.00	
	100-3100-7067-0000		INSPECTIONS		1,575.00	
155698	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,050.00	
	100-3100-7067-0000		INSPECTIONS		1,050.00	
155703	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000		INSPECTIONS		210.00	
155707	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000		INSPECTIONS		315.00	
155709	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,470.00	
	100-3100-7067-0000		INSPECTIONS		1,470.00	
155712	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,995.00	
	100-3100-7067-0000		INSPECTIONS		1,995.00	
155713	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000		INSPECTIONS		420.00	
155714	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155715	Invoice	06/30/2020	INSPECTION SERVICES	0.00	630.00	
	100-3100-7067-0000		INSPECTIONS		630.00	
155717	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000		INSPECTIONS		105.00	
155718	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000		INSPECTIONS		210.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
155730	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	525.00	
			INSPECTIONS		525.00	
155731	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	105.00	
			INSPECTIONS		105.00	
155732	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	210.00	
			INSPECTIONS		210.00	
155735	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	105.00	
			INSPECTIONS		105.00	
155737	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	420.00	
			INSPECTIONS		420.00	
155743	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	315.00	
			INSPECTIONS		315.00	
156784	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	630.00	
			INSPECTIONS		630.00	
156785	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	315.00	
			INSPECTIONS		315.00	
156786	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	630.00	
			INSPECTIONS		630.00	
156789	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	105.00	
			INSPECTIONS		105.00	
156790	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	630.00	
			INSPECTIONS		630.00	
156791	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	210.00	
			INSPECTIONS		210.00	
156792	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	630.00	
			INSPECTIONS		630.00	
156794	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	420.00	
			INSPECTIONS		420.00	
156795	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	525.00	
			INSPECTIONS		525.00	
156823	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	315.00	
			INSPECTIONS		315.00	
156824	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	420.00	
			INSPECTIONS		420.00	
156825	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	315.00	
			INSPECTIONS		315.00	
156826	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	105.00	
			INSPECTIONS		105.00	
156827	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	105.00	
			INSPECTIONS		105.00	
156828	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	1,050.00	
			INSPECTIONS		1,050.00	
156830	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	1,890.00	
			INSPECTIONS		1,890.00	
156831	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	210.00	
			INSPECTIONS		210.00	
156834	Invoice 100 3100 7067 0000 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	315.00	
			INSPECTIONS		7.25	
			INSPECTIONS		307.75	
156837	Invoice 100 3100 7067 0000	06/30/2020	INSPECTION SERVICES	0.00	105.00	
			INSPECTIONS		105.00	
156839	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
156841	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
156844	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,995.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		1,995.00	
156846	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
156847	Invoice	06/30/2020	INSPECTION SERVICES	0.00	840.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		840.00	
156849	Invoice	06/30/2020	INSPECTION SERVICES	0.00	525.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		525.00	
156850	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		420.00	
156851	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
156852	Invoice	06/30/2020	INSPECTION SERVICES	0.00	630.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		630.00	
156854	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
156855	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160134	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160135	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		420.00	
160137	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160138	Invoice	06/30/2020	INSPECTION SERVICES	0.00	630.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		630.00	
160139	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,155.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		1,155.00	
160142	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,155.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		1,155.00	
160143	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		420.00	
160144	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		315.00	
160147	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		420.00	
160149	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160150	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160151	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160152	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160153	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		315.00	
160155	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,575.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		1,575.00	
160156	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160157	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160158	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160160	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160161	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160162	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160163	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		315.00	
160165	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160166	Invoice	06/30/2020	INSPECTION SERVICES	0.00	1,050.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		1,050.00	
160167	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160168	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160169	Invoice	06/30/2020	INSPECTION SERVICES	0.00	420.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		420.00	
160170	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160172	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160174	Invoice	06/30/2020	INSPECTION SERVICES	0.00	210.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		210.00	
160175	Invoice	06/30/2020	INSPECTION SERVICES	0.00	315.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		315.00	
160176	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160177	Invoice	06/30/2020	INSPECTION SERVICES	0.00	105.00	
	100-3100-7067-0000	INSPECTIONS	INSPECTION SERVICES		105.00	
160203	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	547.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		547.50	
160206	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	748.75	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		748.75	
160210	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	662.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		662.50	
160213	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	522.50	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		522.50	
160215	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	1,555.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,555.00	
160220	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	1,865.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,865.00	
160221	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	1,180.00	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		1,180.00	
160226	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU PLAN CHECK FEES	0.00	669.71	
	100-3100-7063-0000	PLAN CHECK FEES	PLAN CHECK SERVICES		669.71	
160229	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	401.71	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100 3100 7063 0000		PLAN CHECK FEES		168.62	
	100 3100 7063 0000		PLAN CHECK FEES		233.09	
160232	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	669.71	
	100 3100 7063 0000		PLAN CHECK FEES		669.71	
160233	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	937.59	
	100 3100 7063 0000		PLAN CHECK FEES		937.59	
160461	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,760.28	
	100 3100 7063 0000		PLAN CHECK FEES		1,760.28	
161002	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	322.80	
	100 3100 7063 0000		PLAN CHECK FEES		322.80	
161003	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	892.94	
	100 3100 7063 0000		PLAN CHECK FEES		892.94	
161004	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,997.50	
	100 3100 7063 0000		PLAN CHECK FEES		1,997.50	
161005	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,345.00	
	100 3100 7063 0000		PLAN CHECK FEES		1,345.00	
161006	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	968.40	
	100 3100 7063 0000		PLAN CHECK FEES		968.40	
161008	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	5,247.50	
	100 3100 7063 0000		PLAN CHECK FEES		5,247.50	
161009	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	535.00	
	100 3100 7063 0000		PLAN CHECK FEES		535.00	
161010	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,282.60	
	100 3100 7063 0000		PLAN CHECK FEES		1,282.60	
161011	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,122.28	
	100 3100 7063 0000		PLAN CHECK FEES		1,122.28	
161012	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	968.40	
	100 3100 7063 0000		PLAN CHECK FEES		968.40	
161013	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	726.30	
	100 3100 7063 0000		PLAN CHECK FEES		726.30	
161014	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	410.00	
	100 3100 7063 0000		PLAN CHECK FEES		410.00	
161015	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	645.60	
	100 3100 7063 0000		PLAN CHECK FEES		645.60	
161016	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	162.21	
	100 3100 7063 0000		PLAN CHECK FEES		162.21	
161017	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	2,487.50	
	100 3100 7063 0000		PLAN CHECK FEES		2,487.50	
161018	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,458.75	
	100 3100 7063 0000		PLAN CHECK FEES		1,458.75	
161019	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	714.35	
	100 3100 7063 0000		PLAN CHECK FEES		714.35	
161020	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,250.12	
	100 3100 7063 0000		PLAN CHECK FEES		1,250.12	
161021	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,250.12	
	100 3100 7063 0000		PLAN CHECK FEES		1,250.12	
161022	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,071.53	
	100 3100 7063 0000		PLAN CHECK FEES		1,071.53	
161023	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	1,875.18	
	100 3100 7063 0000		PLAN CHECK FEES		1,875.18	
161024	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	484.20	
	100 3100 7063 0000		PLAN CHECK FEES		484.20	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
161025	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	3,840.00	
	100 3100 7063 0000		PLAN CHECK FEES		3,840.00	
161126	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	898.75	
	100 3100 7063 0000		PLAN CHECK FEES		898.75	
161210	Invoice	06/30/2020	ENGINEERING PLAN CHECK & ON CALL SU	0.00	688.75	
	100 3100 7063 0000		PLAN CHECK FEES		688.75	
	Void	09/03/2020	Regular	0.00	0.00	106874
	Void	09/03/2020	Regular	0.00	0.00	106875
	Void	09/03/2020	Regular	0.00	0.00	106876
	Void	09/03/2020	Regular	0.00	0.00	106877
	Void	09/03/2020	Regular	0.00	0.00	106878
	Void	09/03/2020	Regular	0.00	0.00	106879
	Void	09/03/2020	Regular	0.00	0.00	106880
	Void	09/03/2020	Regular	0.00	0.00	106881
2009	O'REILLY AUTO PARTS	09/03/2020	Regular	0.00	459.37	106882
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2678-164293	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	163.68	
	750 7100 7037 0000		VEHICLE MAINTENANCE		163.68	
2678-169341	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	132.07	
	750 7800 7037 0000		VEHICLE MAINTENANCE		132.07	
2678-172825	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	18.31	
	750 7300 7037 0000		VEHICLE MAINTENANCE		18.31	
2678-190481	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	18.51	
	750 7400 7037 0000		VEHICLE MAINTENANCE		18.51	
2678-196616	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	94.55	
	750 7300 7037 0000		VEHICLE MAINTENANCE		94.55	
2678-240133	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	10.75	
	100 6050 7037 0000		VEHICLE MAINTENANCE		10.75	
2678-257833	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	21.50	
	100 6050 7037 0000		VEHICLE MAINTENANCE		21.50	
2039	PARKHOUSE TIRE, INC.	09/03/2020	Regular	0.00	69.00	106883
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2030189521	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	69.00	
	750 7300 7037 0000		VEHICLE MAINTENANCE		69.00	
2079	PRO-PIPE & SUPPLY	09/03/2020	Regular	0.00	4,338.77	106884
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
5207501	Invoice	06/30/2020	Bathroom remodel due to Covid-19 touch	0.00	1,953.24	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		1,953.24	
5207502	Invoice	06/30/2020	Auto flush valves for city hall project CF10	0.00	2,525.55	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		2,525.55	
5207930	Credit Memo	06/30/2020	RETURNED GOODS	0.00	-140.02	
	500 0000 8030 0000		INFRASTRUCTURE IMPRO		-140.02	
3652	PRUDENTIAL OVERALL SUPPLY	09/03/2020	Regular	0.00	299.12	106885
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
22999439	Invoice	06/30/2020	EMPLOYEE UNIFORM MAINTENANCE	0.00	68.75	
	100 3250 7065 0000		UNIFORMS		68.75	
22999469	Invoice	06/30/2020	Prudential Uniforms	0.00	52.18	
	700 4050 7065 0000		UNIFORMS		52.18	
23034048	Invoice	09/03/2020	Streets - Prudential Uniforms	0.00	54.20	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
23037670	100-3250-7065-0000 UNIFORMS	09/03/2020	Regular	0.00	54.20	106886
23037678	700-4050-7065-0000 UNIFORMS	09/03/2020	Regular	0.00	54.20	106886
23037678	700-4050-7065-0000 UNIFORMS	09/03/2020	Regular	0.00	69.79	106886
3035	QUINN COMPANY	09/03/2020	Regular	0.00	1,346.82	106886
W0600008114	700-4050-7090-002X EQUIPMENT SUPPLIES/M	06/30/2020	Regular	0.00	1,346.82	106887
2104	RAMONA HUMANE SOCIETY INC	09/03/2020	Regular	0.00	3,837.63	106887
07312020	100-2000-7068-0000 CONTRACTUAL SERVICES	09/03/2020	Regular	0.00	3,837.63	106888
2196	ROBERTSON'S	09/03/2020	Regular	0.00	638.50	106888
640406	100-3250-7070-0000 SPECIAL DEPT SUPPLIES	06/30/2020	Regular	0.00	638.50	106889
4199	ROGERS, ANDERSON, MALODY & SCOTT, LLP	09/03/2020	Regular	0.00	15,000.00	106889
63968	100-1225-7068-0000 CONTRACTUAL SERVICES	09/03/2020	Regular	0.00	15,000.00	106890
1113	RYAN M. WESTBROOK INC	09/03/2020	Regular	0.00	90.00	106890
684091	100-2000-7068-0000 CONTRACTUAL SERVICES	06/30/2020	Regular	0.00	90.00	106891
4115	SAN BERNARDINO VALLEY MUNICIPAL WATER	09/03/2020	Regular	0.00	31,981.95	106891
3490	700-4050-7022-0000 LICENSE, PERMITS, FEES	06/30/2020	Regular	0.00	31,981.95	106892
2026	SECURITY SIGNAL DEVICES, INC	09/03/2020	Regular	0.00	58.25	106892
8156747	100-6000-7087-6040 SECURITY - POLICE DEPT	09/03/2020	Regular	0.00	58.25	106893
2311	SOUTHERN CALIFORNIA EDISON	09/03/2020	Regular	0.00	7,522.94	106893
09/03/20	100-3250-7010-0000 UTILITIES	09/03/2020	Regular	0.00	11.89	106893
	100-6050-7010-0000 UTILITIES				367.64	106893
	100-6050-7010-005X UTILITIES IA 5				6,532.78	106893
	100-6050-7010-007A UTILITIES IA 7A				12.54	106893
	100-6050-7010-5400 UTILITIES, PARK (SPORTS				534.57	106893
	100-6050-7010-5500 UTILITIES, PARK (STEWAR				63.52	106893
2329	ST. FRANCIS ELECTRIC	09/03/2020	Regular	0.00	5,165.16	106894

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
16605113	Invoice	09/03/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	1,120.00	
	100-3250-7068-0000		CONTRACTUAL SERVICES TRAFFIC SIGNAL MAINTENANCE		1,120.00	
16605114	Invoice	09/03/2020	TRAFFIC SIGNAL MAINTENANCE & EMER	0.00	4,045.16	
	100-3250-7068-0000		CONTRACTUAL SERVICES TRAFFIC SIGNAL MAINTENANCE		4,045.16	
3246	STURGEON ELECTRIC CALIFORNIA, LLC	09/03/2020	Regular	0.00	60,200.10	106895
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
597594	Invoice	06/30/2020	I-10/OAK VALLEY PARKWAY TRAFFIC SIGN	0.00	60,200.10	
	500-0000-8030-0000		INFRASTRUCTURE IMPRO I-10/OAK VALLEY PARKWAY TRA		60,200.10	
2405	THE COUNSELING TEAM	09/03/2020	Regular	0.00	1,000.00	106896
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
76859	Invoice	09/03/2020	EMPLOYEE SUPPORT SERVICES	0.00	1,000.00	
	100-1240-7068-0000		CONTRACTUAL SERVICES EMPLOYEE SUPPORT SERVICES		1,000.00	
2430	TIME WARNER CABLE	09/03/2020	Regular	0.00	152.26	106897
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
84484004300135	Invoice	09/03/2020	PHONE UTILITY	0.00	152.26	
	100-1230-7015-6040		TELEPHONE (POLICE DPT) PHONE UTILITY		152.26	
2430	TIME WARNER CABLE	09/03/2020	Regular	0.00	50.18	106898
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
84484004300141	Invoice	09/03/2020	PHONE UTILITY	0.00	50.18	
	100-1230-7015-6055		TELEPHONE (MAPLE AVE) PHONE UTILITY		50.18	
2430	TIME WARNER CABLE	09/03/2020	Regular	0.00	2,828.92	106899
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
844840043002419	Invoice	09/03/2020	PHONE UTILITY	0.00	2,828.92	
	100-1230-7015-6025		TELEPHONE (CITY HALL) PHONE UTILITY		2,828.92	
2435	TLMA ADMINISTRATION COUNTY OF RIV	09/03/2020	Regular	0.00	1,851.11	106900
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
110000015433	Invoice	06/30/2020	SHARED TRAFFIC SIGNALS WITH RIVERSID	0.00	1,851.11	
	100-3250-7068-0000		CONTRACTUAL SERVICES SHARED TRAFFIC SIGNALS WITH		1,851.11	
2442	TOP-LINE INDUSTRIAL SUPPLY	09/03/2020	Regular	0.00	51.24	106901
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
422904	Invoice	06/30/2020	VEHICLE MAINTENANCE	0.00	51.24	
	100-3250-7037-0000		VEHICLE MAINTENANCE VEHICLE MAINTENANCE		51.24	
2873	TPX COMMUNICATIONS	09/03/2020	Regular	0.00	448.91	106902
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
133407171-0	Invoice	09/03/2020	PHONE UTILITY	0.00	448.91	
	100-1230-7015-6040		TELEPHONE (POLICE DPT) PHONE UTILITY		448.91	
4200	VEOLIA NORTH AMERICA, INC	09/03/2020	Regular	0.00	195.84	106903
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
MD29694	Invoice	06/30/2020	DEPT SUPPLIES	0.00	97.95	
	100-2050-7070-0000		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		97.95	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
MD31202	Invoice 100 2050 7070 0000	06/30/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	97.89	
3209	VPLS SOLUTIONS LLC	09/03/2020	Regular	0.00	5,778.06	106904
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PRO8551	Invoice 100 1230 7071 0000	09/03/2020	Fortinet Firewall and Switch Annual Subs SOFTWARE	0.00	5,778.06	
2518	VULCAN MATERIALS	09/03/2020	Regular	0.00	77.27	106905
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
72546946	Invoice 100 3250 7070 0000	06/30/2020	DEPT SUPPLIES SPECIAL DEPT SUPPLIES	0.00	77.27	
3422	WAXIE SANITARY SUPPLY	09/03/2020	Regular	0.00	265.13	106906
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
79179246	Invoice 215-0000 7036 0000	06/30/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	216.60	
79179323	Invoice 215-0000 7036 0000	06/30/2020	DEPT SUPPLIES GRANT SPECIFIC COSTS	0.00	48.53	
3908	WEST COAST ARBORISTS, INC	09/03/2020	Regular	0.00	46,425.46	106907
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
161340	Invoice 100 6050 7156 0000	06/30/2020	Trim 42 trees along Oak View Drive WEED ABATEMENT	0.00	1,575.00	
161408	Invoice 100 6050 7156 0000	06/30/2020	Trim trees on Starlight on Oak Valley to Hi WEED ABATEMENT	0.00	2,025.00	
161409	Invoice 100 6050 7156 0000	06/30/2020	Trim trees on Starlight on Oak Valley to Hi WEED ABATEMENT	0.00	42,825.46	
2546	WILLDAN ENGINEERING	09/03/2020	Regular	0.00	3,600.00	106908
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
002-23080	Invoice 100 2150 7067 0000	09/03/2020	Building Inspections Services INSPECTIONS	0.00	3,600.00	
2556	XYLEM WATER SOLUTIONS, INC	09/03/2020	Regular	0.00	1,319.73	106909
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
3556B33062	Invoice 700 4050 7090 0000 700 4050 7090 002X	09/03/2020	EQUIPMENT MAINTENANCE EQUIPMENT SUPPLIES/M EQUIPMENT SUPPLIES/M	0.00	1,319.73 659.87 659.86	
3675	ZENITH AMERICAN SOLUTIONS	09/03/2020	Regular	0.00	23.56	106910
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
PD 08/14/20 08/	Invoice 100 0000 2085 0000	09/03/2020	EMPLOYEE OPTIONAL INSURANCE ZENITH WITHHOLDING	0.00	23.56	
2026	SECURITY SIGNAL DEVICES, INC	09/03/2020	Regular	0.00	4,508.74	106911

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Vendor Number Payable #	Vendor Name Payable Type Account Number	Payment Date Post Date	Payment Type Payable Description Account Name Item Description	Discount Amount Discount Amount	Payment Amount Payable Amount Distribution Amount	Number
P 101858	Invoice 100-1230 /071 6025 100 1230 /071 6040	06/30/2020	SECURITY SERVICES SOFTWARE (CITY HALL) SOFTWARE (POLICE DEPT)	0.00	4,508.74 2,254.37 2,254.37	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	261	71	0.00	1,260,829.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	24	3	0.00	24,037.98
	285	82	0.00	1,284,867.03

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	261	71	0.00	1,260,829.05
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	24	3	0.00	24,037.98
	285	82	0.00	1,284,867.03

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2020	1,284,867.03
			1,284,867.03



Staff Report

TO: Mayor, and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: November 17, 2020

SUBJECT: **Accept Performance and Payment Bonds and Security Agreements for Woodside 05S, LP, Tracts 37697 and 37698 Street Improvements, Sewer Improvements, and Storm Drain Improvements**

Background and Analysis:

The City requires all developers to provide security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and monument improvements. The bonded improvements listed in Table 1 will be constructed by Woodside 05S, LP.

On February 4, 2020, City Council approved Tentative Map No. 37697 and Tentative Map No. 37698 subject to the completion of the conditions of approval. Tentative Map No. 37697 and Tentative Map No. 37698 are proposed subdivisions of a portion of Planning Area (PA 25) as shown on approved Tentative Map No. 31492 and the adopted Oak Valley SPCGA Golf Course Specific Plan. Refer to Figure 1 for Tentative Map No. 31492.

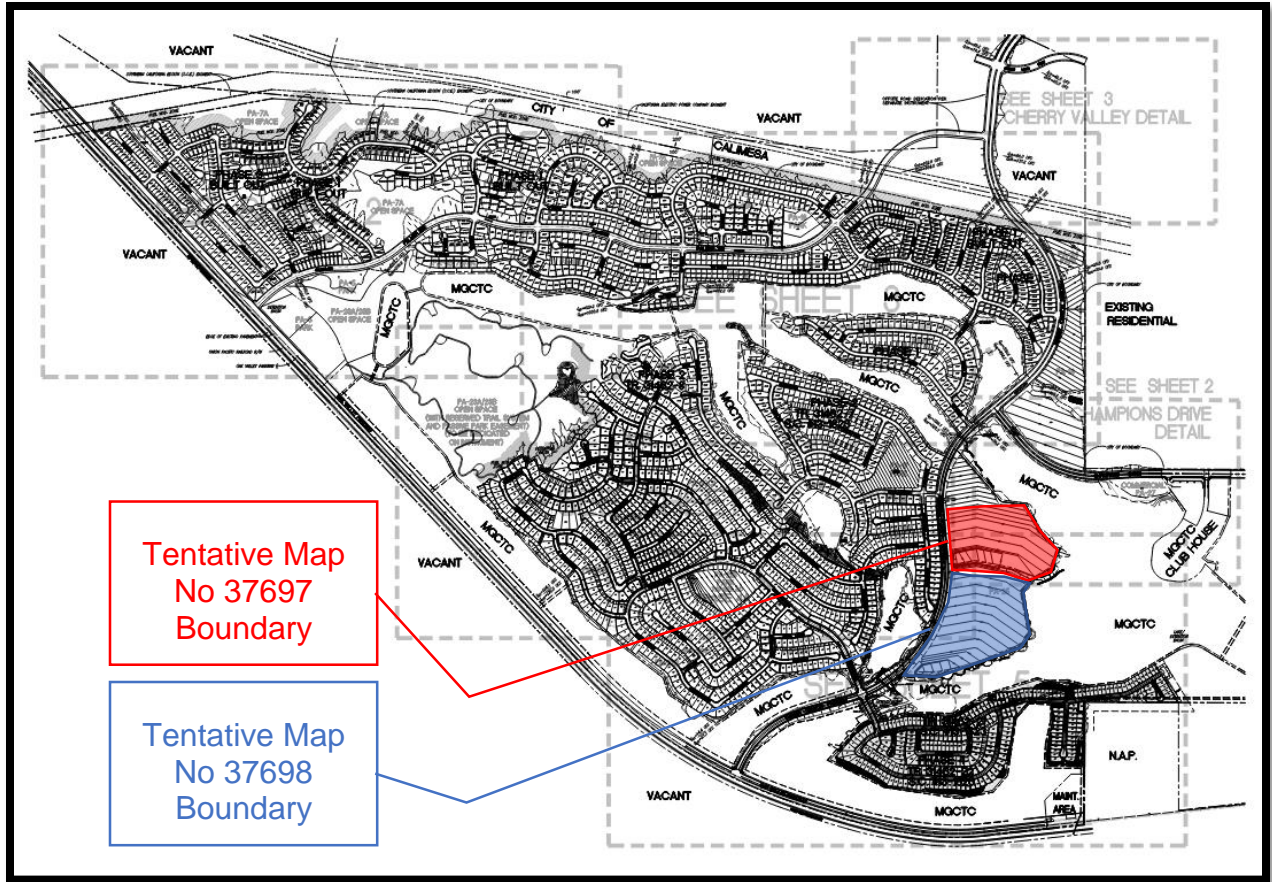


Figure 1 - Tentative Map No. 31462

The proposed Tract Map No. 37697 and Tract Map No. 37698 (Tracts) are located north of Oak Valley Parkway, south of Champions Road and east of the future extension of Tukwet Canyon Parkway. Tract Map No. 37697 will subdivide 13.19 acres into 73 single family residential lots with a 4,950 square foot minimum lot size and 8 lettered lots. Tract Map No. 37698 will subdivide 22.09 acres into 126 single family residential lots with a 3,800 square foot minimum lot size and 16 lettered lots.

There are several public improvements required as part of the development of the Tracts, including storm drain, street, and sewer improvements. As of the date of this report, no improvements have been constructed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the land divided shall enter into an agreement with the City to complete the improvements and in connection therewith shall furnish the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

Woodside 05S, LP:

Woodside 05S, LP will construct the sewer improvements, street improvements, and storm drain improvements for the Tracts. The sewer improvements will consist of sewer pipes, manholes, and laterals. The street improvements will consist of the construction of local roads on the interior of the Tracts, including asphalt paving, curb and gutter, sidewalk, streetlights, striping and signage. The storm drain improvements will consist of a network of pipes, catch basins, manholes, junction structures, and outlet structures.

Woodside 05S, LP has provided security agreements and security in the form of bonds for the public improvements. The agreements have been reviewed by City staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the improvements and corresponding bonds:

Table 1 ~ Tract Map No. 37697 and 37698 Bond Summary			
Improvement	Bond Type	Bond Number	Principal
Street TR 37697	Performance & Payment	#LICX1196197	Woodside 05S, LP
Street TR 37698	Performance & Payment	#LICX1196194	Woodside 05S, LP
Sewer TR 37697	Performance & Payment	#LICX1196196	Woodside 05S, LP
Sewer TR 37698	Performance & Payment	#LICX1196193	Woodside 05S, LP
Storm Drain TR 37697	Performance & Payment	#LICX1196195	Woodside 05S, LP
Storm Drain TR 37698	Performance & Payment	#LICX1196192	Woodside 05S, LP
Survey Monuments TR 37697	Not a part, anticipated to be submitted at a later date, under a separate staff report		
Survey Monuments TR 37698	Not a part, anticipated to be submitted at a later date, under a separate staff report		

Subsequently, City staff recommends the agreement and bonds be accepted.

Fiscal Impact:

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

Recommended Action:

Accept Performance and Payment Bonds and Security Agreement for Woodside 05S, LP, Tracts 37697 and 37698 Street Improvements,
Accept Performance and Payment Bonds and Security Agreement for Woodside 05S, LP, Tracts 37697 and 37698 Sewer Improvements, and
Accept Performance and Payment Bonds and Security Agreement for Woodside 05S, LP, Tracts 37697 and 37698 Storm Drain Improvements.

Attachments:

- A. Performance and Payment Bond No. #LICX1196197 and security agreements for Street Improvements
- B. Performance and Payment Bond No. #LICX1196194 and security agreements for Street Improvements
- C. Performance and Payment Bond No. #LICX1196196 and security agreements for Sewer Improvements
- D. Performance and Payment Bond No. #LICX1196193 and security agreements for Sewer Improvements
- E. Performance and Payment Bond No. #LICX1196195 and security agreements for Storm Drain Improvements
- F. Performance and Payment Bond No. #LICX1196192 and security agreements for Storm Drain Improvements

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

(Tract Map/Parcel Map/Plot Plan No. TR37697)

Streets

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37697, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY’s option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER’s surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys’ fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: Ch. Shankar

Date: Oct 27 2020

Title: VP

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20___, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.PA25B Tract No. 37697 (PA 25-73 Lots) Street Improvements, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Six Hundred Eleven Thousand & 00/100 dollars (\$611,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

Item 3.

(Seal)

(Seal)

Lexon Insurance Company

Woodside 05S. LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

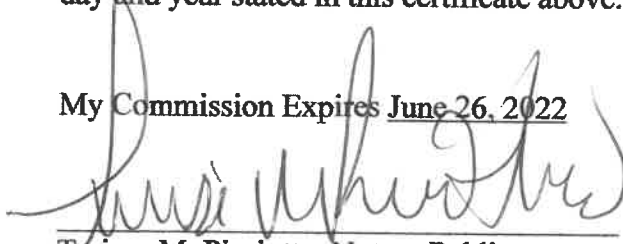
ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois}
 } ss.
County of DuPage }

On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022



Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-563-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California }
County of Riverside }
On Oct 28, 2020 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



BOND #LICX1196197

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, PA25B Tract No. 37697 (PA 25-73 Lots) Street Improvements, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Six Hundred Eleven Thousand & 00/100 dollars (\$611,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

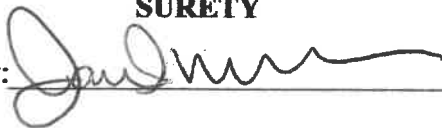
(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

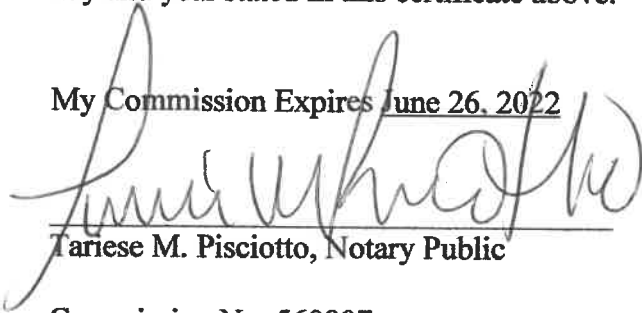
ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois }
 } ss.
County of DuPage }

On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022



Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

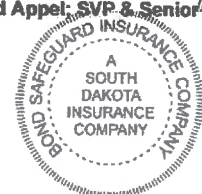
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he ~~they~~ is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-653-9600 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California }
On Oct 28, 2020 before me Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

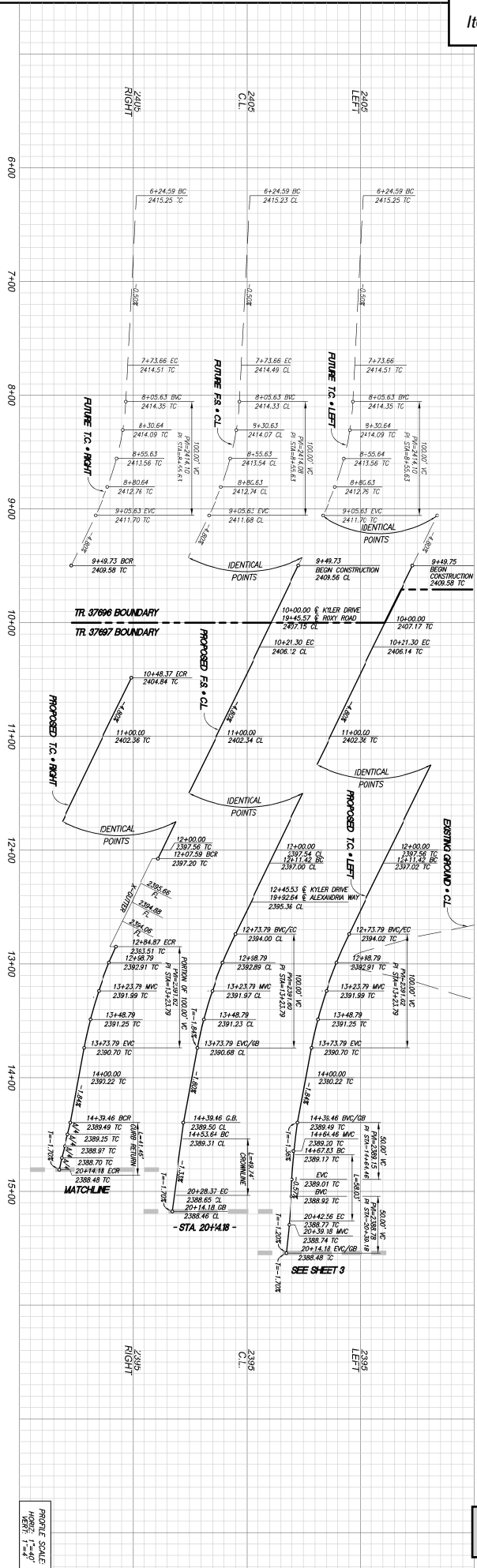
Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

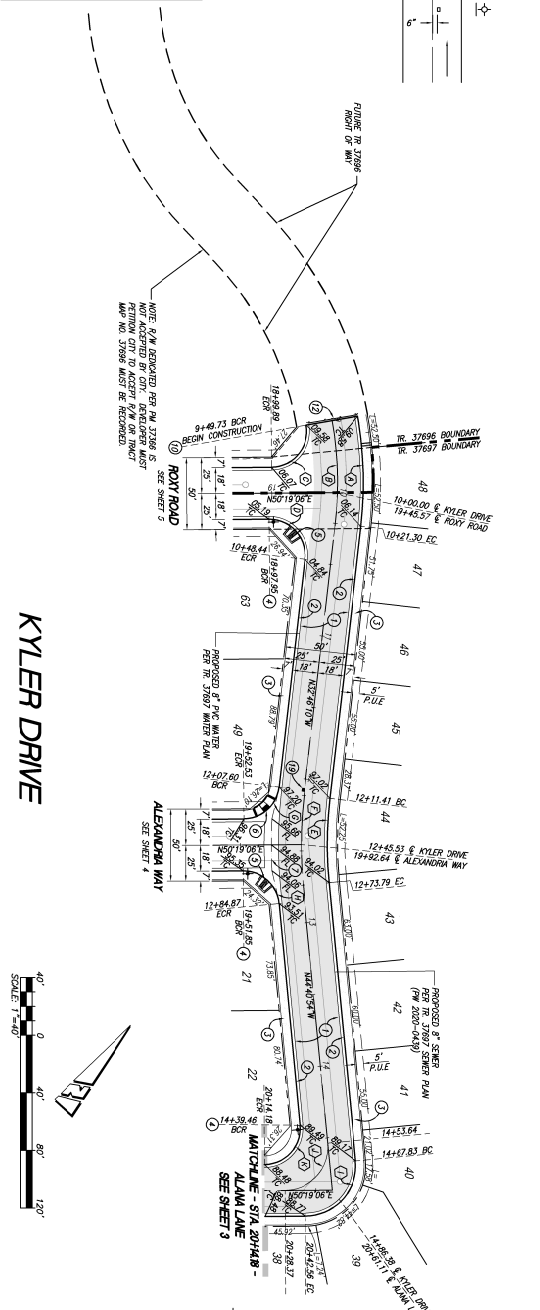
Signer is Representing: _____



TRUCK PARKING LAYOUT LOCATION DETAIL A

⊕ - FIRE HYDRANT
 ⊖ - BLUE HYDRANT MARKER

CURVE / LINE DATA TABLE	DELTA / BEARING	RADIUS	LENGTH	TANGENT
1	162°41'17"	280.00'	76.32'	38.63'
2	162°49'06"	250.00'	71.57'	36.03'
3	99°29'33"	25.00'	42.29'	28.53'
4	99°24'44"	25.00'	42.29'	28.53'
5	117°54'44"	280.00'	98.63'	28.42'
6	300°00'	300.00'	62.37'	31.30'
7	82°03'16"	23.00'	36.23'	22.19'
8	85°00'00"	23.00'	37.09'	22.91'
9	95°00'00"	30.00'	58.03'	36.20'
10	95°00'00"	30.00'	48.74'	32.74'
11	357°17'44"	23.00'	41.45'	27.28'



- CONSTRUCTION NOTES**
- CONSTRUCT 0.5% A.C. OVER 0.5% A.B.
 - CONSTRUCT THE A-B CURB PER COUNTY OF BERKESE STD. NO. 200
 - CONSTRUCT SIGNATURE PER COUNTY OF BERKESE STANDARD PLAN NO. 401
 - INSTALL STREET NAME SIGN PER BERKESE COUNTY STD. NO. 1201
 - CONSTRUCT CURB AND RAMP PER COUNTY OF BERKESE STD. NO. 401, CLAS. A
 - CONSTRUCT CURB AND RAMP PER COUNTY OF BERKESE STD. NO. 401, CLAS. B
 - INSTALL 6" A.C. OVER PER BERKESE COUNTY STD. NO. 212
 - CONSTRUCT BARRICADE PER COUNTY OF BERKESE STD. NO. 810*
 - * IF TRACT 37696 AND 37697 ARE CONSTRUCTED CONCURRENTLY, BARRICADE IS NOT REQUIRED

Call 2 Weeks Before You Dig
811

ELV: 2491.44, NGVD 29

BENCHMARK: BENCHMARK POINT SET IN TOP OF CONCRETE MONUMENT STAINED PINK. THE POINT FROM DESERT LAWN CENTERLINE 24.9 FT. E. & W. OF THE S.W. CORNER OF THE SOUTH EASTBOUND LANE OF ALEXANDRA WAY 19

REVISIONS	DATE	BY	DESCRIPTION

PROJECT TITLE: PROJECTIVE ENGINEERING

DATE: 09/02/20

SCALE: 1"=40'

REVISIONS:

DATE: 09/02/20

CITY OF BEAUMONT: REGISTERED PROFESSIONAL ENGINEER

DATE: 09/02/20

APPROVED BY: [Signature]

DATE: 09/22/20

CITY OF BEAUMONT, CALIFORNIA: STREET IMPROVEMENT PLANS

TRACT NO. 37697


KYLEER DRIVE

ALAMEDA WAY

STA. 20+14.18 TO STA. 20+61.11

SHEET: 2

OF 6 SHEETS: 3323



Call 2 Weeks Before You Dig
811

BEFORE YOU DIG
CALL 811

PROJECT NO. 37697

DATE: 09/22/20

APPROVED BY: [Signature]

DATE: 09/22/20

REVISIONS

NO.	DATE	DESCRIPTION
1	09/22/20	ISSUED FOR PERMITS

CONTRACTOR

PROJECTIVE ENGINEERING
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80202

CITY OF BEAUMONT

DEPARTMENT OF PUBLIC WORKS

APPROVED BY: [Signature]

DATE: 09/22/20

PRELIMINARY NOT FOR CONSTRUCTION

CITY OF BEAUMONT, CALIFORNIA

STREET IMPROVEMENT PLANS

TRACT NO. 37697

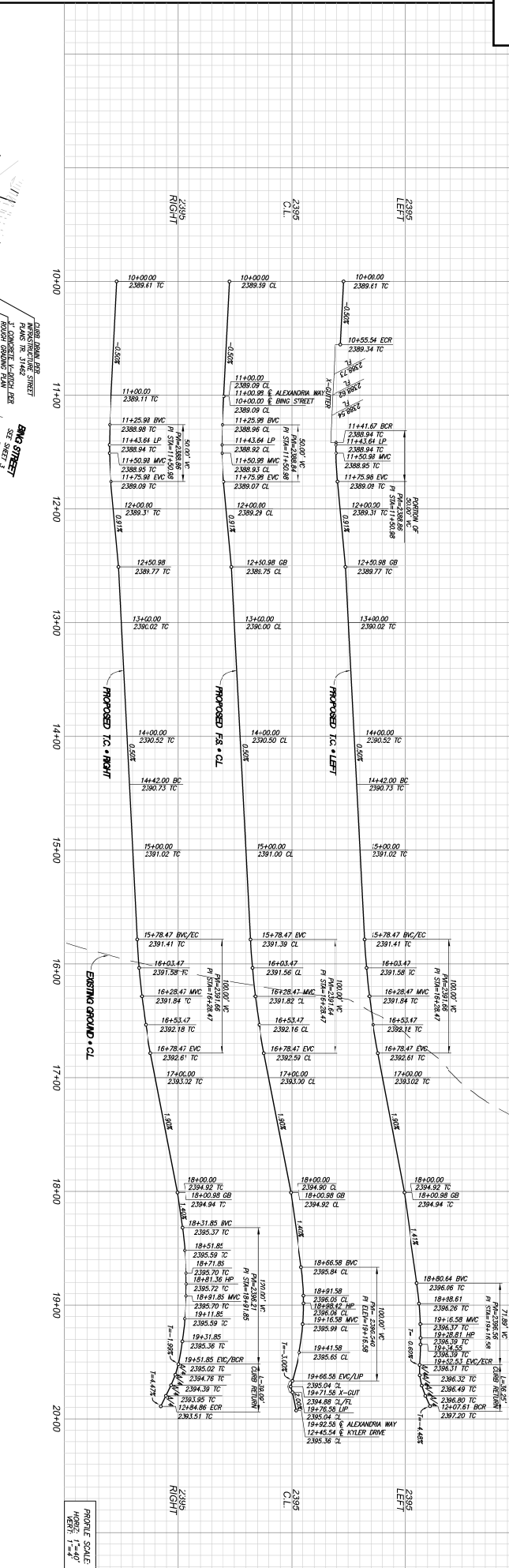
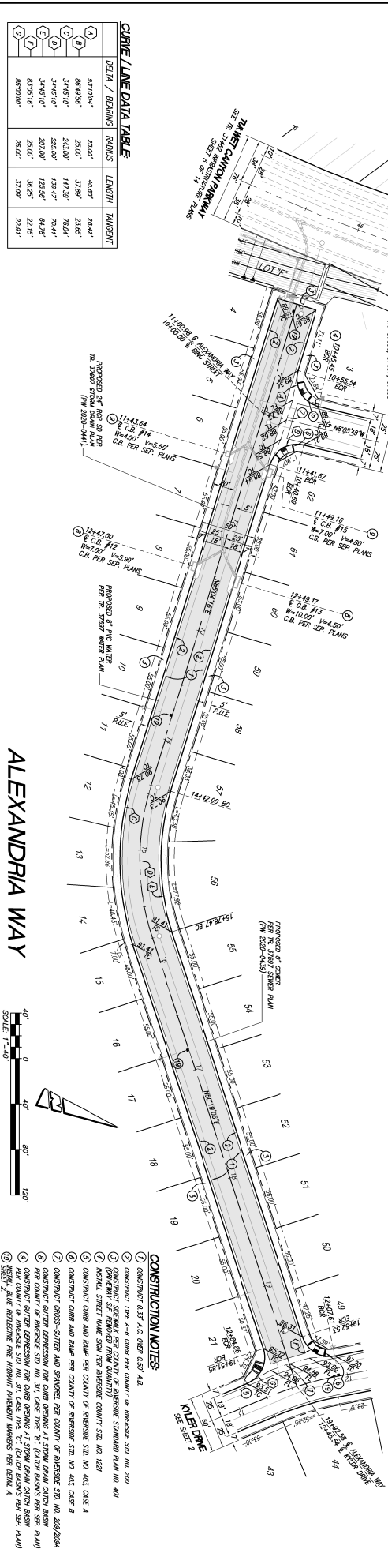
ALEXANDRIA WAY


DATE: 09/22/20

SHEET 4

OF 6 SHEETS

FILE NO. 3323





City of Beaumont, California
811

REVISIONS

NO.	DATE	DESCRIPTION

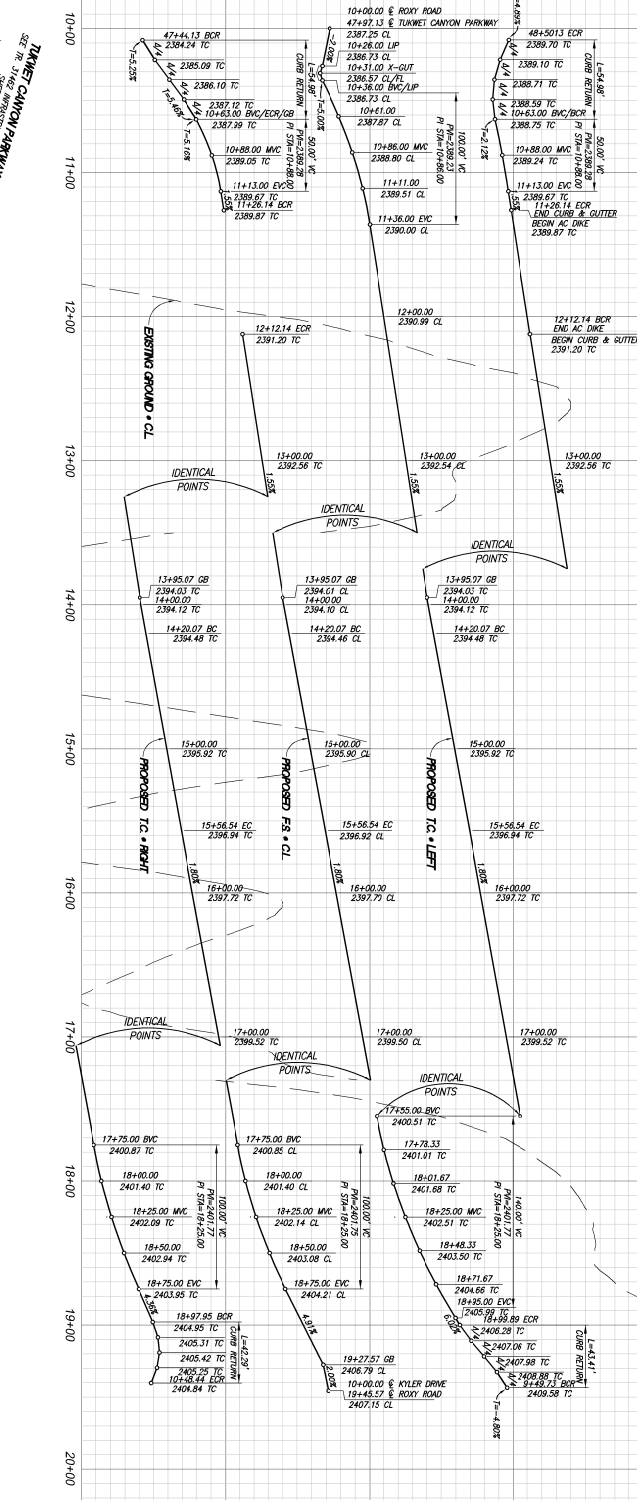
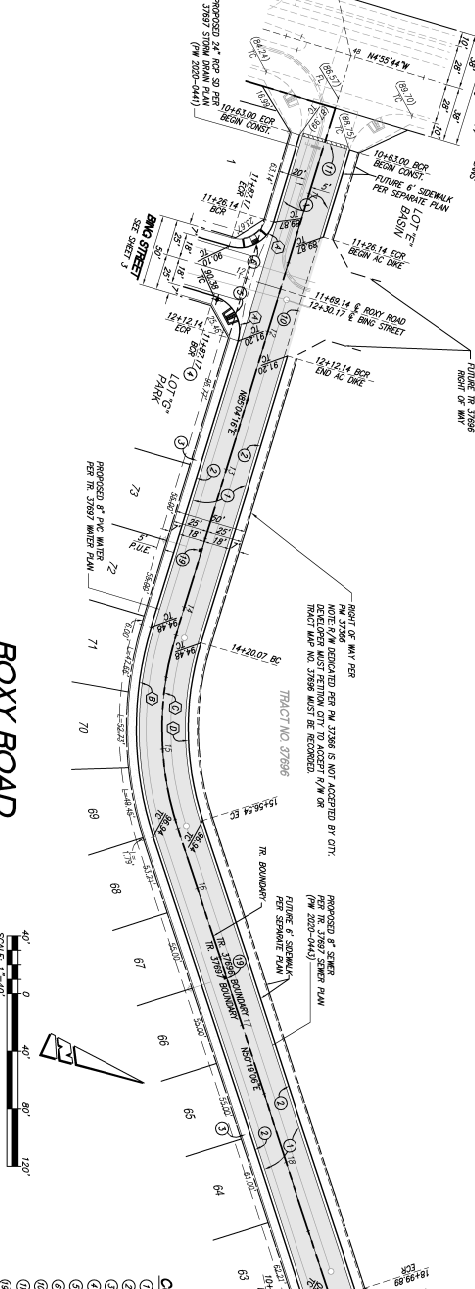
CONTRACTOR NOTES

- CONSTRUCT 4.5' A.C. OVER 0.50' AS
- CONSTRUCT THE 4'-6" CURB PER COUNTY OF RIVERSIDE STD. NO. 200
- CONSTRUCT 2" SINK-IN PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
- INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1251
- CONSTRUCT CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO. 401 (SEE A)
- CONSTRUCT CURB AND GUTTER PER COUNTY OF RIVERSIDE STD. NO. 401 (SEE B)
- INSTALL 6" A.C. DME PER RIVERSIDE COUNTY STD. NO. 212
- DO NOT EXISTING PAVEMENT FOR DETAILS ON SHEET 1
- SEE SHEET 2 FOR DETAILS RELATIVE TO THE IMPROVEMENTS INDICATED PER DETAIL A

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37697
ROXY ROAD
SHEET 5 OF 6 SHEETS
FILE NO. 3323

CURVE / LINE DATA TABLE

DATA / BEARING	RADIUS	LENGTH	TANGENT
A	9000.00'	25.00'	38.27'
B	3448.10'	238.00'	147.29'
C	3448.10'	238.00'	147.29'
D	3448.10'	207.00'	125.86'
E	9929.14'	25.00'	43.41'
F	9929.14'	25.00'	42.29'

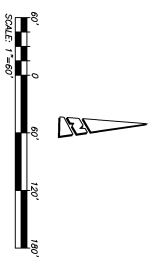
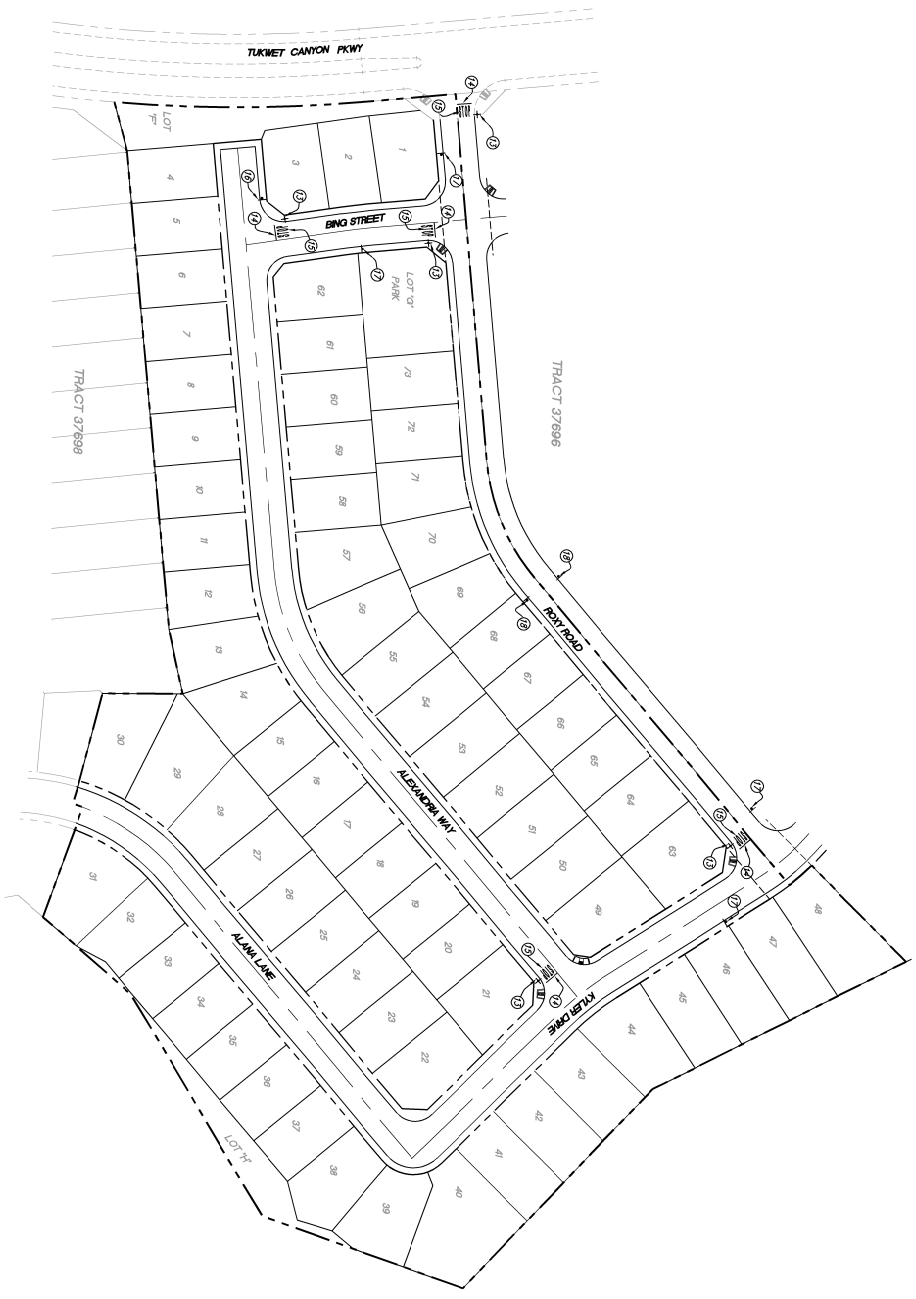



GENERAL SIGNAGE/STRIPING NOTES:

1. WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALIFORNIA DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (CALTRANS) STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC SIGNS, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS) SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT SIGNAGE SPECIFICATIONS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 607 OF THE CALIFORNIA STANDARD SPECIFICATIONS FOR TRANSPORTATION AND PUBLIC WORKS. PAVEMENT MARKERS FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 614 OF CALTRANS STANDARD SPECIFICATIONS (2010) UNLESS OTHERWISE SPECIFIED.
5. TRAFFIC SIGNAGE, TRAFFIC SIGNS AND MARKERS SHALL CONFORM TO THE SECTION 604-2 OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010) UNLESS OTHERWISE SPECIFIED.
6. ALL TRAFFIC SIGNAGE, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT ARE NOT SPECIFICALLY LISTED IN THE STANDARD SPECIFICATIONS SHALL BE APPROVED BY THE CITY ENGINEER. SIGNAGE SHALL BE REMOVED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.
7. BEFORE FINAL PAVEMENT OPERATIONS SHALL BE COMPLETED WITHIN THE WORK AREA AND PROPERTY ADJACENT TO THE CONSTRUCTION OPERATIONS, THE DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE REMOVED FROM THE WORK AREA AND SWEEPING OR HOSE-PUMPING REQUIRED.
8. ALL SIGNS SHALL CONFORM TO SECTION 606 ENLARGED SIGNS, AS SPECIFIED IN THE CALTRANS STANDARD SPECIFICATIONS FOR TRANSPORTATION AND PUBLIC WORKS. SIGNAGE SHALL BE REMOVED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER. ALL SIGNS SHALL BE MAINTAINED WITH NIGHT/NOON-TRUCK REFLECTORS.
9. ALL SIGNS SHALL BE REMOVED SET IN ACCORDANCE WITH THE 2010 UNIFORM TRAFFIC CONTROL DEVICES.
10. FOR CONSTRUCTION ZONE SECTION 610, IF THE WORK IN AN AREA WHICH IS KNOWN OR BELIEVED TO BE OCCUPIED BY UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CONTACT THE CITY ENGINEER AND THE PUBLIC WORKS DEPARTMENT TO CONDUCT A UTILITY LOCATING SERVICE (CALL 811 AT 1-800-251-7529) AND FROM TO CONDUCTING AND MARK THE FACILITIES AND THE EXISTING SIGNALS.
11. STOPPING PLANT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT. BEFORE THE START OF CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE CITY PUBLIC WORKS DEPARTMENT TO CONDUCT A UTILITY LOCATING SERVICE (CALL 811 AT 1-800-251-7529) AND FROM TO CONDUCTING AND MARK THE FACILITIES AND THE EXISTING SIGNALS.
12. SIGNS SHALL BE MAINTAINED IN CONFORMANCE WITH THE 2010 UNIFORM TRAFFIC CONTROL DEVICES. ALL SIGNS SHALL BE 4" TALLER THAN THE UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION NOTES

1. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
2. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
3. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
4. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
5. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
6. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
7. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
8. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
9. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.
10. REMOVE EXISTING SIGN ON STREET NAME SIGN POST FOR PROPOSED EXISTING SIGNAGE AND 811.





Call 2 Weeks Before You Dig
811


BENCHMARK:
CONCRETE MONUMENT STAMPED NEXT TO THE CURB FROM DESERT LAWN, CROSS CENTERLINE 24.9 FT. E. & 5.6 FT. S. OF THE S.W. CORNER OF THE INTERSECTION WITH 79


ELEV: 2491.44, NGVD 29


PROJACTIVE ENGINEERING
PROJECT NO. 17-001
DATE: 08/02/20

CITY OF BEAUMONT
ENGINEERING DIVISION

NO.	REVISIONS	DATE

Reviewed By:  Date: 9/16/2020

Recommended for Approval By:  Date: 9/16/2020

Approved By:  Date: 09/22/20

City of Beaumont, California
Street Improvement Plans
Tract No. 37697
Signage and Striping

SHEET 6 OF 6 SHEETS
FILE NO. 3323

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. TR37698)**

Streets

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37698, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: Ch. Shankar

Date: Oct 27 2020

Title: VP

BOND #LICX1196194

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20 __, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. PA-25A Tr. 37698 - Street Improvements (PA 25-126 Lots) which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Eight Hundred Forty Five Thousand & 00/100 dollars (\$845,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

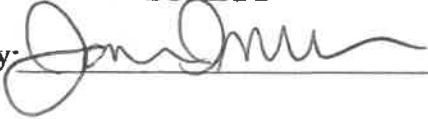
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

(Seal)

Lexon Insurance Company

SURETY

By: 

Name: James I. Moore

Title: Attorney-In-Fact

Address: 12890 Lebanon Road

Mount Juliet, TN 37122

Woodside-05S, LP

PRINCIPAL

By: 

Name: Chris Chambers

Title: VP

By: _____

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois}
} ss.
County of DuPage }

On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022

[Handwritten signature of Tariese M. Pisciotto]
Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarlese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/her is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California }
On Oct 28, 2020 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

BOND #LICX1196194

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, PA-25A Tr. 37698 - Street Improvements (PA 25-126 Lots), dated _____, 20 __, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Eight Hundred Forty Five Thousand & 00/100 dollars (\$845,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)


(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

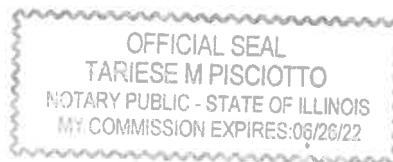
State of Illinois}
} ss.
County of DuPage }

On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022

[Handwritten signature of Tariese M. Pisciotto]
Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

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IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California }
On Oct 28, 2020 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)
DATE: 10/21/2020

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%
	Construction Costs)	
Streets/Drainage	\$	844,356.45 ✓
Sewer	\$	-
Total	\$	844,356.45
Warranty Retention (22.5%)	\$	189,980.20
Street/Drainage Plan Check Fees =	\$	16,887.13
Sewer Plan Check Fees =	\$	500.00
Street Inspection Fees =	\$	25,330.69
Sewer Inspection Fees =	\$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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

George A. Lenfestey
Engineer's Signature

10/22/2020
Date

George A. Lenfestey
Name typed or printed



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

- Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
- Show Bond Amounts to the nearest \$500.
- For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

10/21/2020

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)

DATE: 21-Oct-20

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
2,464	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(133,060 sf)	\$ 15.00	\$ 36,960
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	\$ 0.40	\$ -
	C.Y. (f - c)	(b.) Excavate and Export	\$ 1.10	\$ -
		(c.) Import and Fill	\$ 2.80	\$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)		
				\$ -
	S.F.	Remove A.C. Pavement	\$ 1.00	\$ -
	L.F.	Remove Curb and Gutter	\$ 4.00	\$ -
	L.F.	Remove A.C. Dike	\$ 3.00	\$ -
	S.F.	Remove Sidewalk	\$ 3.00	\$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	\$ 2.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ 36,960

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)DATE: 21-Oct-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
3,162	TON	Asphalt Concrete - 144 lbs/cu. Ft. (133,060 SF @ 0.33')	\$ 90.00	\$ 284,580
2,464	C.Y.	Aggregate Base Class II (133,060 SF@0.50')	\$ 50.00	\$ 123,200
5	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (133,060 SF)	\$ 600.00	\$ 3,000
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
7,860	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 78,600
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
3,175	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 31,750
24,000	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 144,000
1	EA.	Handicapped Access Ramp (Sheet 7)	\$ 1,500.00	\$ 1,500
14	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 21,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 1,500.00	\$ -
130	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	\$ 4.00	\$ 520
24	S.F.	Install Truncated Domes	\$ 10.00	\$ 240
				\$ -
				\$ -

SUBTOTAL = \$ 688,390.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)DATE: 21-Oct-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
10	EA.	Street Name Sign	\$ 250.00	\$ 2,500
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 40.00	\$ -
36	L.F.	Barricades	\$ 28.00	\$ 1,008
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1 1/2 Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
-	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
139	EA.	Street Trees (15 gallon)	\$ 150.00	\$ 20,850
	EA.	Remove Existing Concrete Bulkhead	\$ 500.00	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
-	EA.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
7	EA.	Gutter Depression for Curb Opening Catch Basin Case B	\$ 1,500.00	\$ 10,500
4	EA.	Gutter Depression for Curb Opening Catch Basin Case C	\$ 1,500.00	\$ 6,000
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	\$ 640.00	\$ -
9	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 1,800
9	EA.	Limit Line	\$ 75.00	\$ 675
9	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 2,250
1	EA.	R2-5A "REDUCE SPEED ADHEAD" Sign	\$ 250.00	\$ 250
	EA.	18" RCP Flared End Section	\$ 500.00	\$ -
	EA.	12" Plastic Flared End Section	\$ 175.00	\$ -

SUBTOTAL = \$ 45,833.00

10/21/2020

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)

DATE: 21-Oct-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 35.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1 Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 65.00	\$ -
	L.F.	18" R.C.P.	\$ 60.00	\$ -
	L.F.	24" R.C.P.	\$ 70.00	\$ -
	L.F.	30" R.C.P.	\$ 80.00	\$ -
-	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48" RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	L.F.		\$ 1.00	\$ -
	L.F.		\$ 1.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
-	EA.	Drain Basin	\$ 400.00	\$ -
-	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
-	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
-	EA.	Riprap Headwall	\$ 1,000.00	\$ -
-	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.	Concrete Pipe Anchor & Stabilizer	\$ 250.00	\$ -
	L.F.	12" HDPE. Pipe	\$ 31.00	\$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	\$ 75.00	\$ -

SUBTOTAL = \$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)

DATE: 21-Oct-20

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)

DATE: 21-Oct-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	\$ 2,500.00	\$ -
0	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
0	LS	Emergency Spillway	\$ 27,000.00	\$ -
0	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
0	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

A. Subtotal \$ 734,223

B. Contingency (15%) \$ 110,133

C. Streets/Drainage Total (A + B) \$ 844,356

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 37698 (PA 25-126 Lots)

DATE: 21-Oct-20

SEWER IMPROVEMENTS

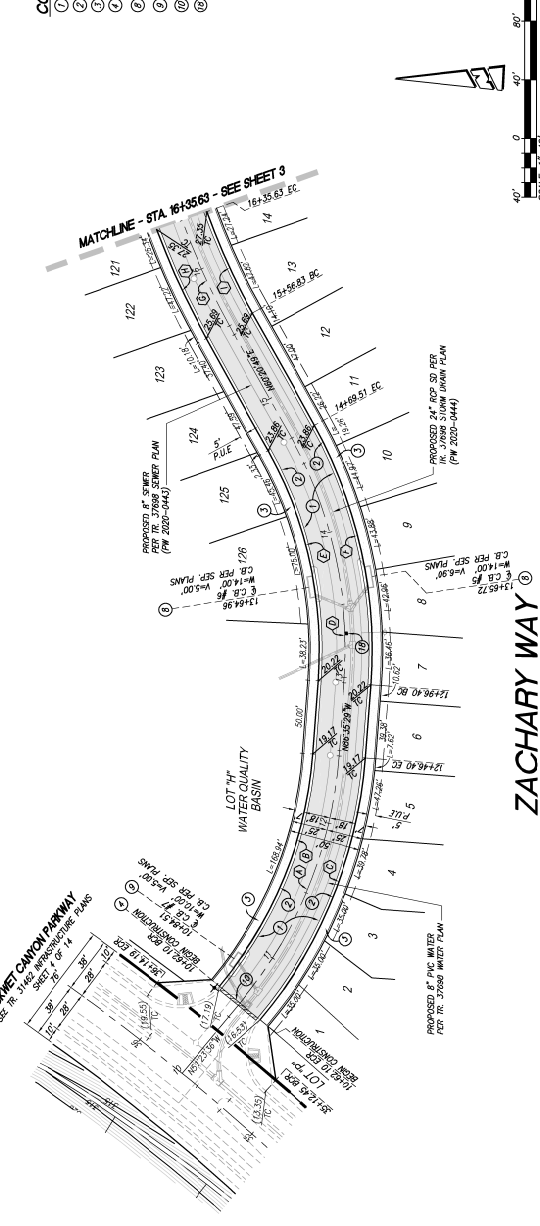
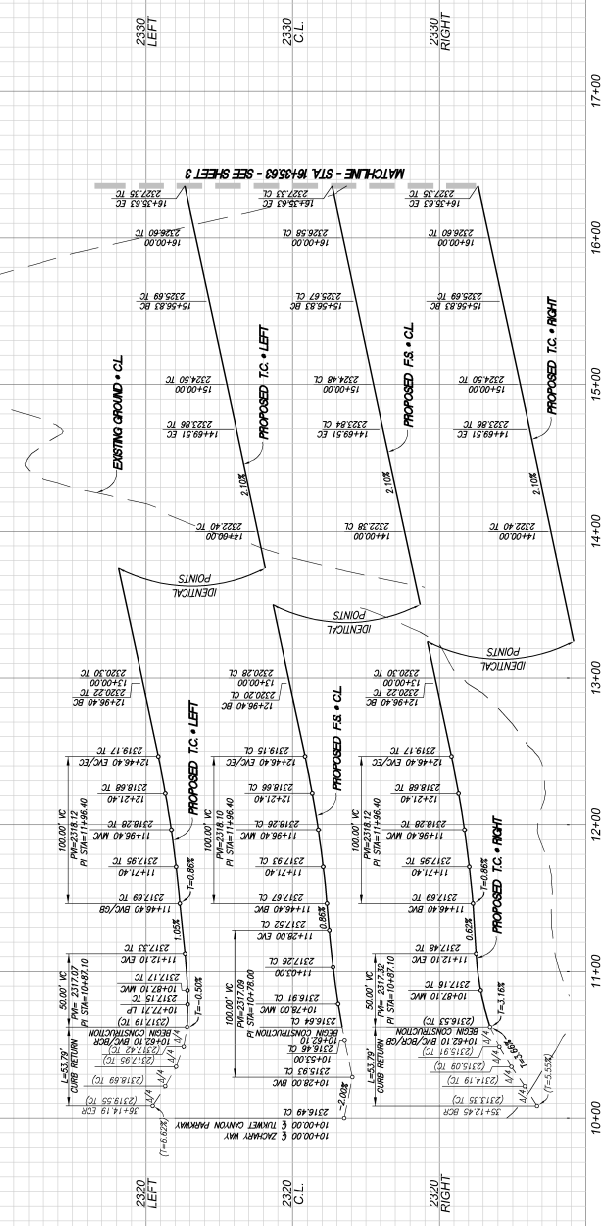
Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (121 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
-	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
-	L.F.	8" PVC	\$ 30.00	\$ -
-	L.F.	10" V.C.P.	\$ 35.00	\$ -
-	L.F.	12" V.C.P.	\$ 40.00	\$ -
-	L.F.	15" V.C.P.	\$ 50.00	\$ -
-	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ -
-	EA.	Drop Manholes	\$ 4,000.00	\$ -
-	EA.	Cleanouts	\$ 500.00	\$ -
-	EA.	Sewer Y's	\$ 25.00	\$ -
-	EA.	Chimneys	\$ 300.00	\$ -
-	EA.	Adjust M.H. to grade	\$ 340.00	\$ -
-	L.F.	Concrete Encasement	\$ 20.00	\$ -
-	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
-	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
-	EA.	Sewer Lift Station		\$ -
-	EA.	Backflow prevention device	\$ 250.00	\$ -
-	EA.	8" P.V.C. Misc. Fittings & Plugs	\$ 190.00	\$ -
-	EA.	Remove 8" P.V.C Plug	\$ 190.00	\$ -

A.	Subtotal	\$	-
B.	Contingency (15% x A)	\$	-
C.	Sewer Total (A + B)	\$	-

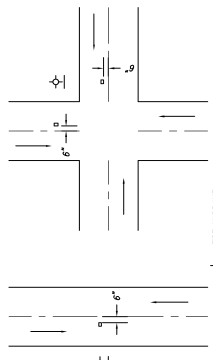
PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

- CONSTRUCTION NOTES:**
1. CONSTRUCT 0.37 A.C. OVER 0.50" A.B.
 2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
 3. CONSTRUCT SUNKYAK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (WHEREBY 2" RAMPED FROM COUNTRY)
 4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1201
 5. PER COUNTY OF RIVERSIDE STD. NO. 317, CASE TYPE "C" (CATCH BASIN PER SEP. PLAN)
 6. CONSTRUCT OUTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN
 7. PER COUNTY OF RIVERSIDE STD. NO. 317, CASE TYPE "C" (CATCH BASIN PER SEP. PLAN)
 8. LOW EXISTING PAVEMENT PER DETAIL 10 ON SHEET 1
 9. SEE PLAN REFLECTING THE WARRANT PAVEMENT MARKINGS PER DETAIL 4



CURVE / LINE DATA TABLE

DELTA / BEARING	RADIUS	LENGTH	TANGENT
35°11'54"	300.00'	184.30'	95.16'
35°11'54"	282.00'	172.24'	86.45'
35°11'54"	318.00'	145.95'	103.87'
33°03'52"	300.00'	172.17'	86.04'
33°03'52"	282.00'	162.72'	82.70'
33°03'52"	318.00'	183.50'	94.38'
09°01'46"	500.00'	78.80'	38.48'
09°01'46"	518.00'	81.84'	40.95'
09°01'46"	462.00'	73.96'	38.05'



TYPICAL PAVEMENT MARKER LOCATION
DETAIL A

CITY OF BEAUMONT - CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 37696
ZACHARY WAY
STA. 10+00.00 TO STA. 16+35.63

DATE: 9/16/2020
DATE: 9/16/2020
DATE: 08/23/20

REVIEWED BY: [Signature]
RECOMMENDED BY: [Signature]
APPROVED BY: [Signature]

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

PROJECT: See 02, 2020 - 3.50pm By: [Signature]



ISSUED BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
DATE: 08/23/20

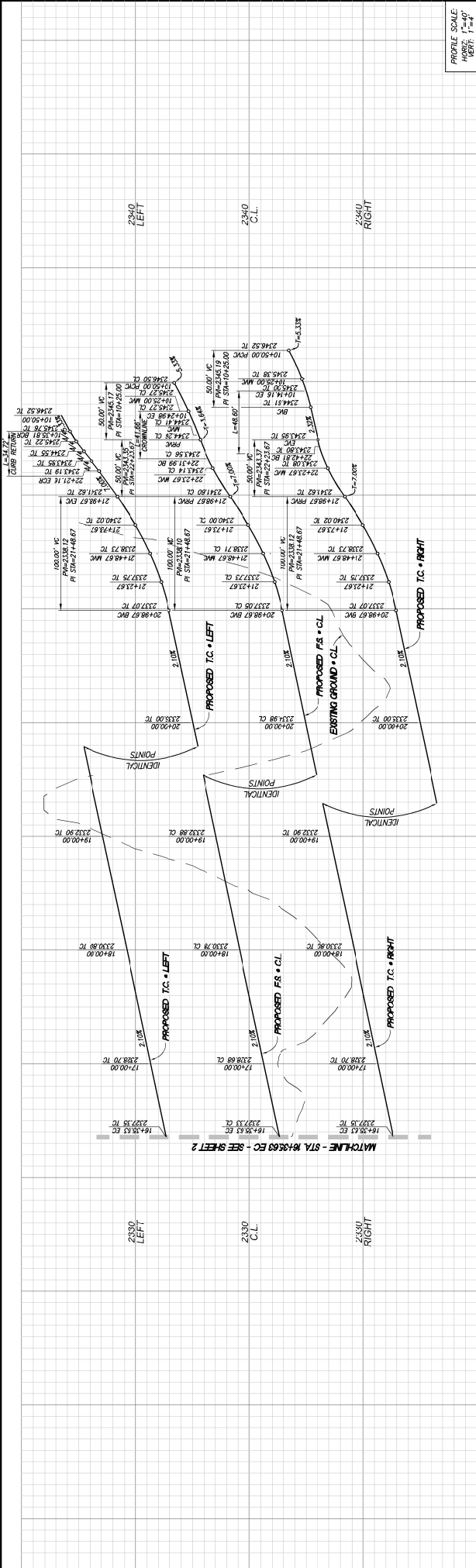
PROACTIVE ENGINEERING, INC.
10000 W. 11TH ST., SUITE 110
BEAUMONT, TX 77705-4311
TEL: 409-833-1111
FAX: 409-833-1112

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	08/23/20

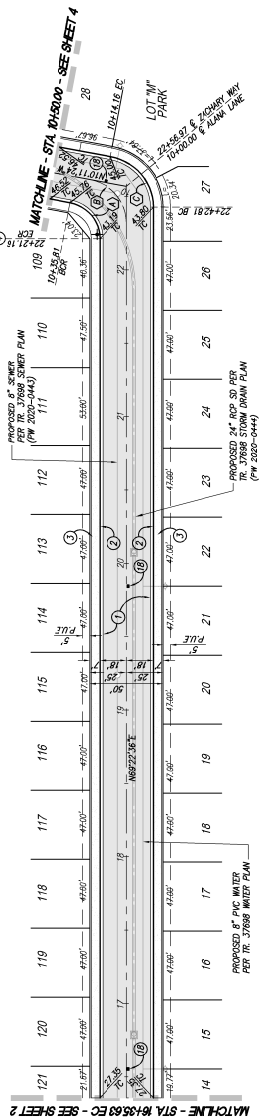
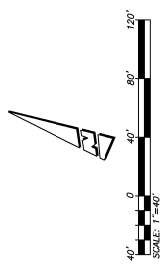
BY	MARK	DESCRIPTION	DATE

BENCHMARK: ACCORDING TO ASSOCIATION RECORDS, THE BENCHMARK IS LOCATED AT THE INTERSECTION OF ZACHARY WAY AND TIMNET CANYON PARKWAY. THE BENCHMARK IS A CONCRETE MONUMENT STAMPED 'REST 1972' ON DESERT LAJUN DRIVE ACROSS THE STREET FROM THE BENCHMARK. THE BENCHMARK IS A CONCRETE MONUMENT STAMPED 'REST 1972' ON DESERT LAJUN DRIVE ACROSS THE STREET FROM THE BENCHMARK. THE BENCHMARK IS A CONCRETE MONUMENT STAMPED 'REST 1972' ON DESERT LAJUN DRIVE ACROSS THE STREET FROM THE BENCHMARK.

Call 2 Working Days Before you Dig 811



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



- CONSTRUCTION NOTES**
- CONSTRUCT 0.5' A.C. OVER 6.5" A.B.
 - CONSTRUCT THE A-B CURB PER COUNTY OF RIVERSIDE STD. NO. 200
 - CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
 - INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1221
 - SEE SHEET 2 FOR REFLECTOR AND INFLUENT MARKERS PER DETAIL A.

CURVE / LINE DATA TABLE

DELTA / BEARING	RADIUS	LENGTH	TANGENT
75°54'00"	25.00'	34.72'	20.82'
75°54'00"	30.00'	41.66'	24.98'
75°54'00"	35.00'	46.60'	28.14'

REVISIONS

NO.	DATE	DESCRIPTION
1	09/22/20	ISSUED FOR PERMITS

PROACTIVE ENGINEERING

DATE: 09/22/20

CITY: RIVERSIDE

BENCHMARK

ACQUISITION: 2005 MONUMENT TRUST
 1727' ON DESERT LAWN DRIVE ACROSS
 234' ON STATE HWY 78, S.W. CORNER OF
 234' ON STATE HWY 78, S.W. CORNER OF
 234' ON STATE HWY 78, S.W. CORNER OF
 234' ON STATE HWY 78, S.W. CORNER OF
 234' ON STATE HWY 78, S.W. CORNER OF

REVISIONS

BY	MARK	DATE	DESCRIPTION
		09/22/20	ISSUED FOR PERMITS

PROACTIVE ENGINEERING

CONSULTANTS WEST, INC.
 1000 W. MAIN ST., SUITE 100
 RIVERSIDE, CA 92501

CITY OF BEAUMONT

PLANNING & DEVELOPMENT DEPARTMENT

RECOMMENDED BY: [Signature]

APPROVED BY: [Signature]

DATE: 9/16/2020

DATE: 9/16/2020

DATE: 09/22/20

PROJECT: ZACHARY WAY

TRACT NO.: 37696

TRACT NAME: ZACHARY WAY

STATIONING: STA. 10+00.00 TO STA. 10+50.00

DATE: 9/16/2020

DATE: 9/16/2020

DATE: 09/22/20

PROJECT: ZACHARY WAY

TRACT NO.: 37696

TRACT NAME: ZACHARY WAY

STATIONING: STA. 10+00.00 TO STA. 10+50.00

DATE: 9/16/2020

DATE: 9/16/2020

DATE: 09/22/20

PROJECT: ZACHARY WAY

TRACT NO.: 37696

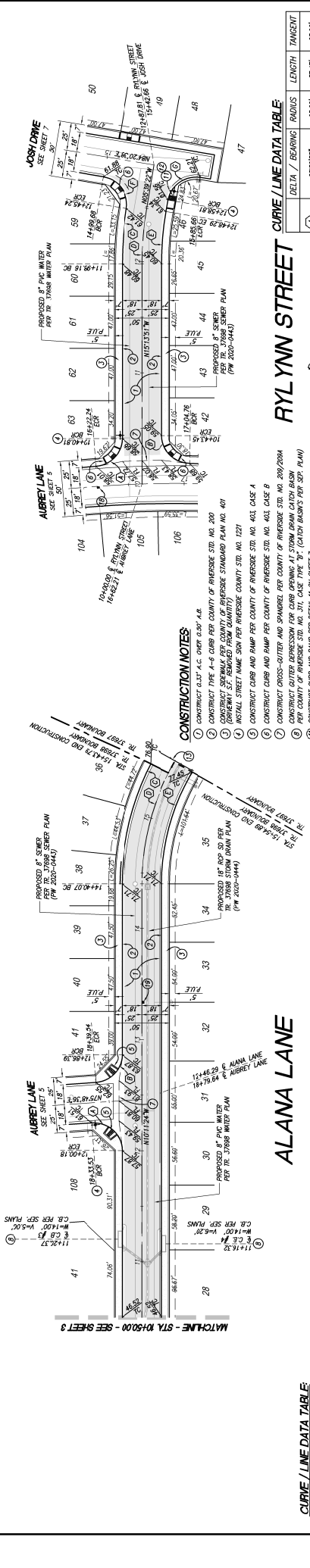
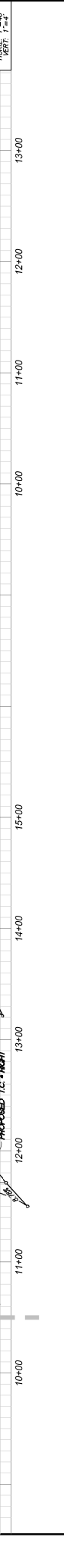
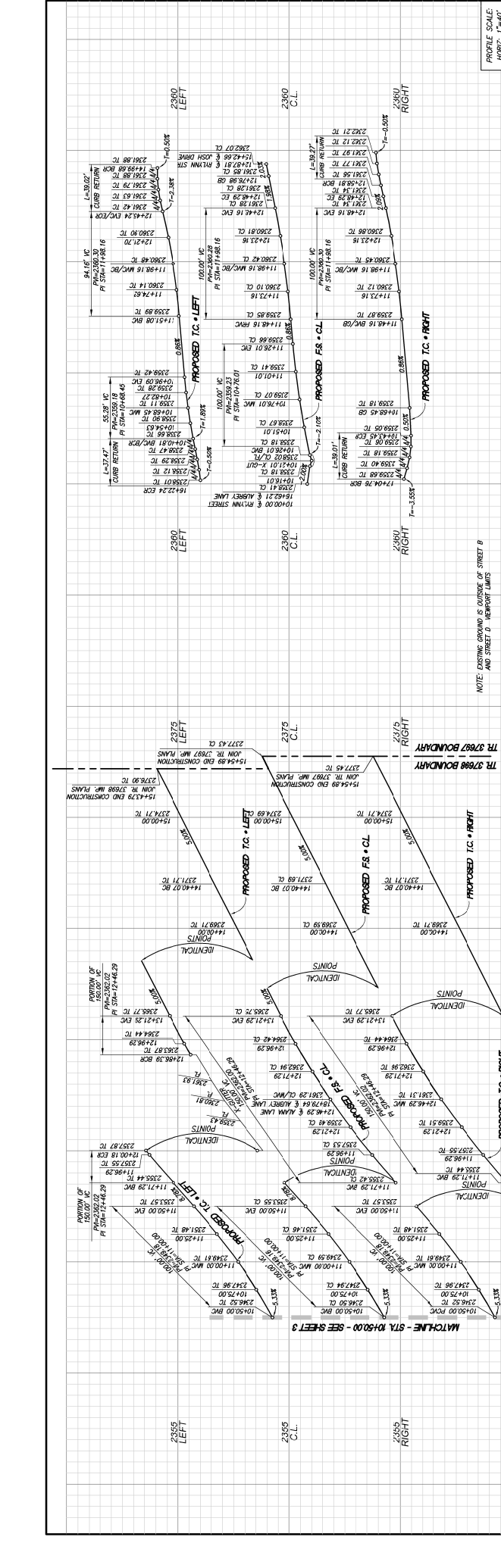
TRACT NAME: ZACHARY WAY

STATIONING: STA. 10+00.00 TO STA. 10+50.00

DATE: 9/16/2020

DATE: 9/16/2020

DATE: 09/22/20



CONSTRUCTION NOTES:

- CONSTRUCT 0.37' A.C. OVER 0.20' A.G.
- CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
- CONSTRUCT STANDARD PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
- INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1271
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403 CASE A
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403 CASE B
- CONSTRUCT CROSS-COTTER AND SPURRING PER COUNTY OF RIVERSIDE STD. NO. 200/200A
- PER COUNTY OF RIVERSIDE STD. NO. 371, CASE TYPE 'B' (CONCRETE BASKETS PER SEE PLAN)
- INSTALL TRUNCATED DOWNS PER DETAIL 12 ON SHEET 7
- CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
- INSTALL BLUE REFLECTIVE PINE MOUNTAIN REFLECTOR MARKERS PER DETAIL 4.

CURVE LINE DATA TABLE

DELTA / BEARING	RADIUS	LENGTH	TANGENT
67°01'30"	250.00'	96.91'	96.91'
67°01'30"	250.00'	213.1'	213.1'
67°01'30"	250.00'	251.34'	138.32'
67°01'30"	200.00'	233.54'	138.32'
67°01'30"	200.00'	213.17'	117.82'

REVISIONS

NO.	DATE	DESCRIPTION
1	09/02/20	

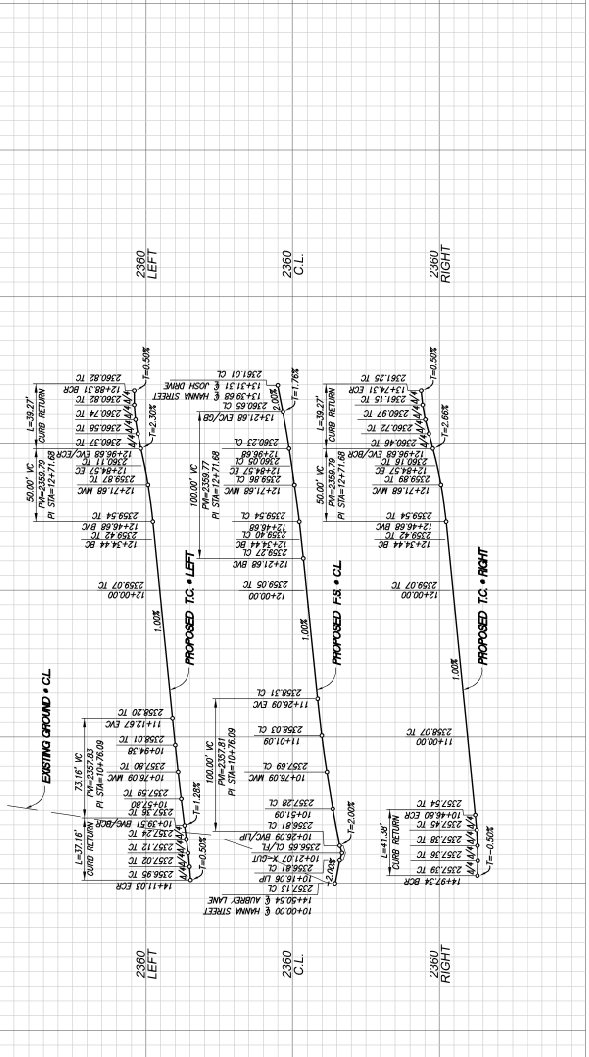
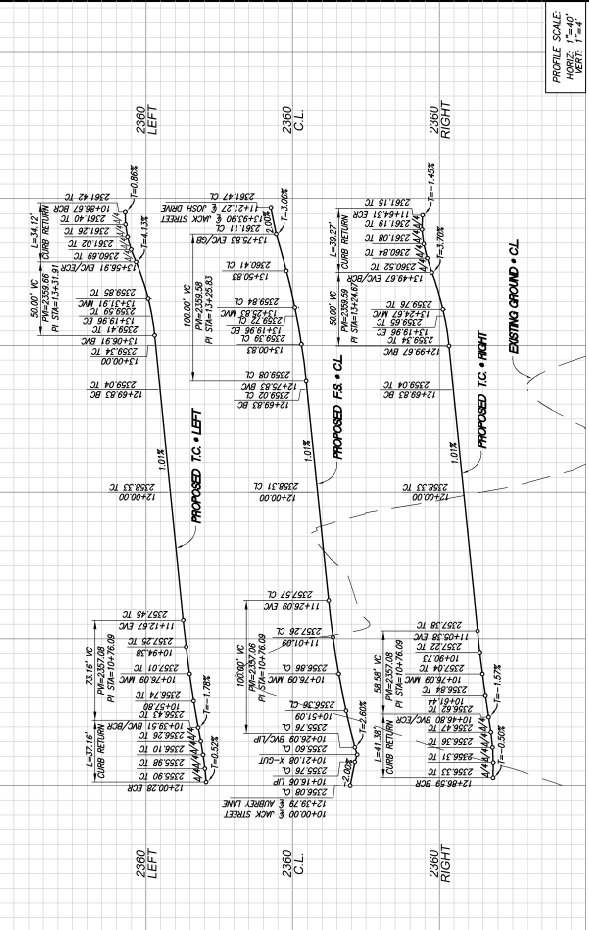
PROACTIVE ENGINEERING WEST
 15000 W. 10TH AVE., SUITE 100
 DENVER, CO 80202
 TEL: 303.555.1234

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT NO. 37696
 STA. 10+00.00 TO STA. 15+54.69
RYL YNN STREET
 STA. 10+00.00 TO STA. 12+47.81

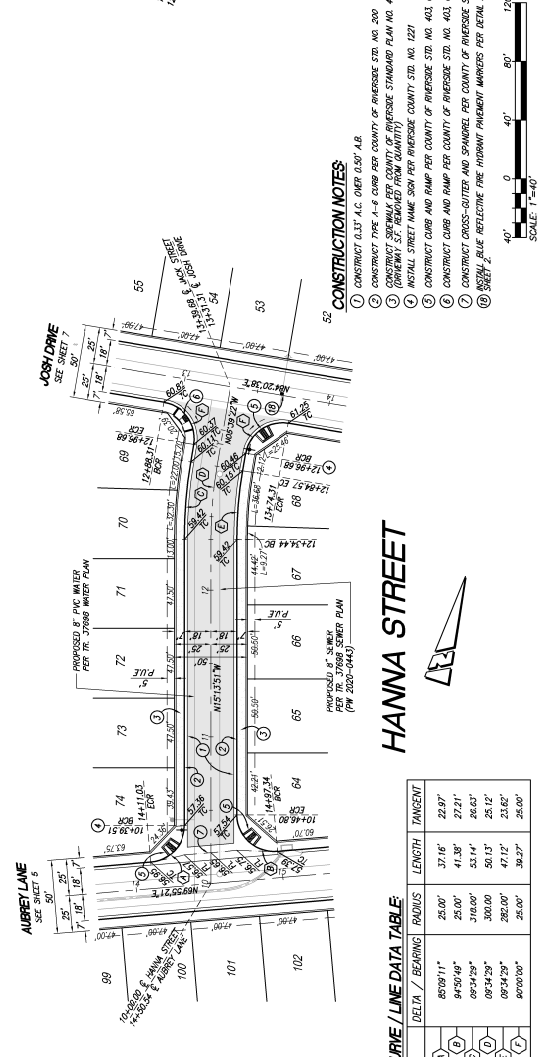
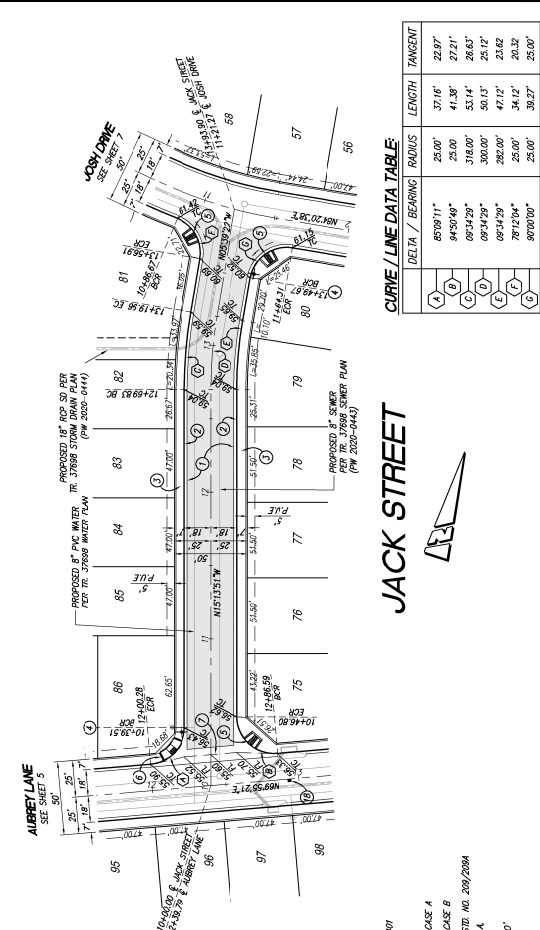
Reviewed By: [Signature] Date: 9/16/2020
 Recommended For Approval By: [Signature] Date: 9/16/2020
 Approved By: [Signature] Date: 09/22/20

City of Beaumont, Public Works Department
 1500 W. 10th St., Suite 100
 Beaumont, CA 94824
 (925) 764-3434

Scale: 1"=40'



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



CURVE / LINE DATA TABLE

DELTA / BEARING	RADIUS	LENGTH	TANGENT
89°09'11"	25.00'	37.16'	22.87'
94°50'49"	25.00'	41.38'	27.31'
99°24'29"	300.00'	53.14'	26.63'
09°24'29"	300.00'	50.13'	25.12'
09°24'29"	282.00'	47.12'	23.62'
89°09'11"	25.00'	36.37'	25.00'

CURVE / LINE DATA TABLE

DELTA / BEARING	RADIUS	LENGTH	TANGENT
89°09'11"	25.00'	37.16'	22.87'
94°50'49"	25.00'	41.38'	27.31'
99°24'29"	300.00'	53.14'	26.63'
09°24'29"	300.00'	50.13'	25.12'
09°24'29"	282.00'	47.12'	23.62'
89°09'11"	25.00'	36.37'	25.00'

JACK STREET

DATE: 9/16/2020
 RECOMMENDED BY: [Signature]
 APPROVED BY: [Signature]

HANNA STREET

DATE: 9/16/2020
 RECOMMENDED BY: [Signature]
 APPROVED BY: [Signature]

JACK STREET

DATE: 9/16/2020
 RECOMMENDED BY: [Signature]
 APPROVED BY: [Signature]

HANNA STREET

DATE: 9/16/2020
 RECOMMENDED BY: [Signature]
 APPROVED BY: [Signature]

CITY OF BEAUMONT, CALIFORNIA
 STREET IMPROVEMENT PLANS
 TRACT NO. 37698
 HANNA STREET
 JACK STREET

REVIEWED BY: [Signature]
 DATE: 9/16/2020
 RECOMMENDED BY: [Signature]
 DATE: 9/16/2020
 APPROVED BY: [Signature]
 DATE: 9/16/2020

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

CONSTRUCTION NOTES:
 1. CONSTRUCT ALL 4" CURE ASPHALT OVER 6" A.B.
 2. CONSTRUCT TYPE A-4 CURB PER COUNTY OF RIVERSIDE STD. NO. 401
 3. CONSTRUCT TYPE A-4 CURB PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
 4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1221
 5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 401, CASE A
 6. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 401, CASE B
 7. CONSTRUCT CROSS-CUTTER AND SHOULDER PER COUNTY OF RIVERSIDE STD. NO. 389.208A
 8. INSTALL BLUE REFLECTIVE PINE HIGHWAY PAVEMENT MARKERS PER BEEM 4.

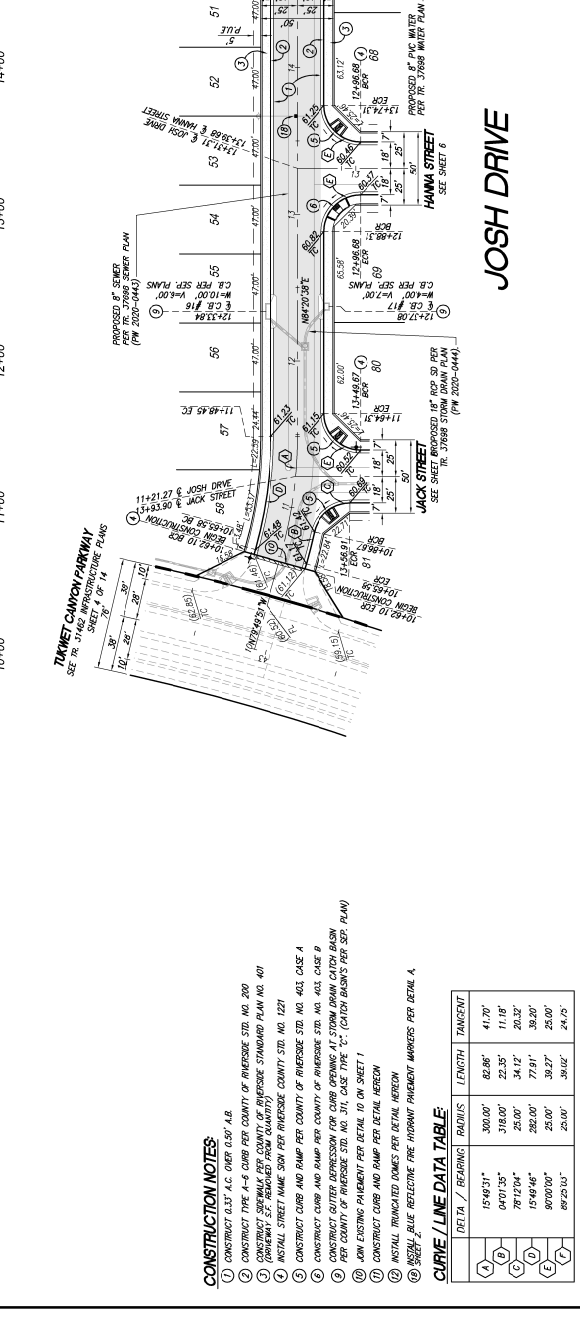
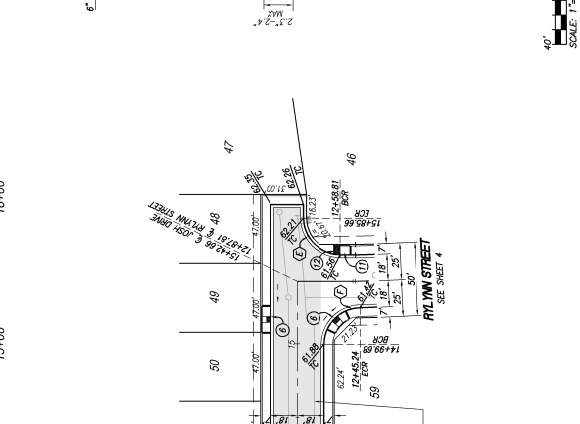
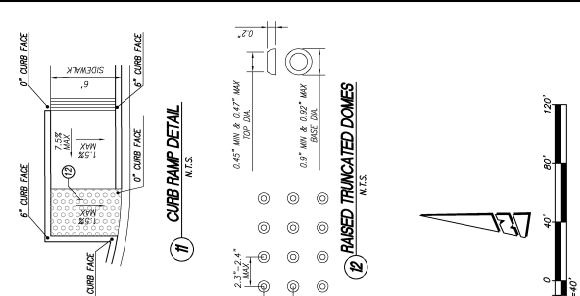
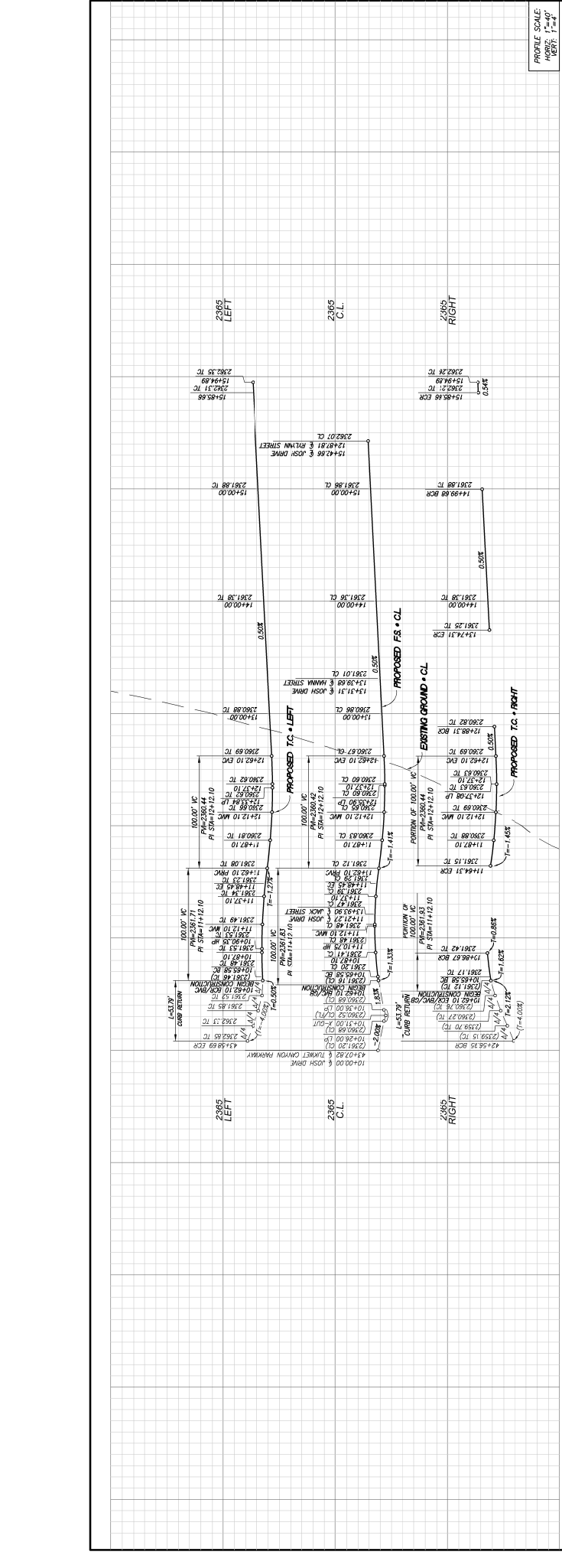
REVISIONS

NO.	DATE	DESCRIPTION
1	09/16/2020	ISSUED FOR PERMITS

PROACTIVE ENGINEERING, INC.
 10000 W. 15th Street, Suite 100
 Westminster, CA 92683
 (714) 835-1111

811
 Call 2 Working Days Before You Dig

Item 3.



CONSTRUCTION NOTES:

- CONSTRUCT 0.37 A.C. OVER 0.59 A.B.
- CONSTRUCT TYPICAL A-G CURB PER COUNTY OF RIVERSIDE STD. NO. 200
- CONSTRUCT SCHEDULE 'A' PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
- INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1231
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE B
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE C
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE D
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE E
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE F
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE G
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE H
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE I
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE J
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE K
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE L
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE M
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE N
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE O
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE P
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE Q
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE R
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE S
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE T
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE U
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE V
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE W
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE X
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE Y
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE Z

CURB / LINE DATA TABLE

INDEX	BEARING	RADIUS	LENGTH	TANGENT
A	15°49'51"	300.00'	41.70'	82.86'
B	04°01'55"	218.00'	22.35'	11.18'
C	78°12'04"	23.00'	34.12'	20.32'
D	15°49'46"	282.00'	77.91'	38.20'
E	80°00'00"	25.00'	39.27'	25.00'
F	89°25'03"	25.00'	36.02'	24.73'

CONSTRUCTION NOTES:

- CONSTRUCT 0.37 A.C. OVER 0.59 A.B.
- CONSTRUCT TYPICAL A-G CURB PER COUNTY OF RIVERSIDE STD. NO. 200
- CONSTRUCT SCHEDULE 'A' PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401
- INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 1231
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE B
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE C
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE D
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE E
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE F
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE G
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE H
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE I
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE J
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE K
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE L
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE M
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE N
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE O
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE P
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE Q
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE R
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE S
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE T
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE U
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE V
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE W
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE X
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE Y
- CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE Z

REVISIONS

NO.	DATE	DESCRIPTION
1	09/29/20	ISSUED FOR PERMITS

PROACTIVE ENGINEERING

DATE: 09/29/20

CITY: RIVERSIDE

PROJECT: JOSH DRIVE

811

Call 2 working days before you dig

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. TR37697)**

Sewer

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37697, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: Chris Chambers

Date: Oct 27 2020

Title: VP

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20___, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No.PA25B Tract No. 37697 (PA 25-73 Lots) Sewer Improvements, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Hundred Twenty Two Thousand & 00/100 dollars (\$222,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

Item 3.

(Seal)

(Seal)

Lexon Insurance Company

Woodside 05S. LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

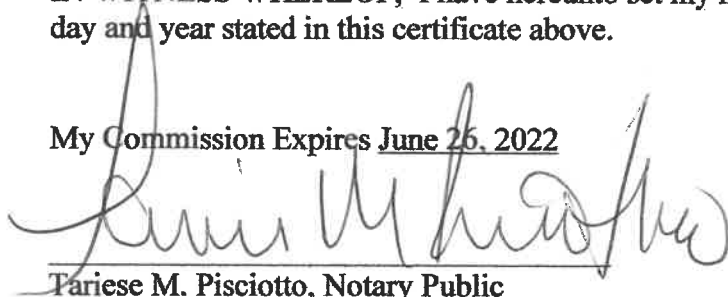
ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois}
 } ss.
County of DuPage }

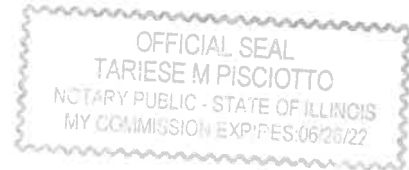
On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of **Lexon Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022



Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariesse M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that they are an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020.

By: *Daniel S. Lune*
Daniel S. Lune, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-563-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On Oct 28 2020 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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 Rochelle M. Sromalla
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

BOND #LICX1196196

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, PA25B Tract No. 37697 (PA 25-73 Lots) Sewer Improvements, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Two Hundred Twenty Two Thousand & 00/100 dollars (\$222,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

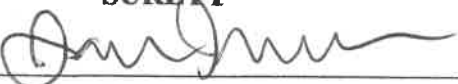
(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois}
} ss.
County of DuPage }

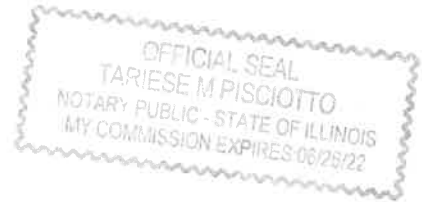
On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022

[Handwritten signature of Tariese M. Pisciotto]

Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel, SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October 20 20

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Riverside }
On Oct 28, 2020 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

CITY OF BEAUMONT, CALIFORNIA SEWER IMPROVEMENT PLANS TRACT NO. 37697

SEWER NOTES

- SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
- MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH AFD STD. 604. SEWER MANHOLES SHALL BE CONSTRUCTED WITH 30" DIA. 60" HIGH MANHOLES WITH 12" COVERING RING. MANHOLES SHALL BE CONSTRUCTED WITH 30" DIA. 60" HIGH MANHOLES WITH 12" COVERING RING. MANHOLES SHALL BE CONSTRUCTED WITH 30" DIA. 60" HIGH MANHOLES WITH 12" COVERING RING.
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GENERAL NOTES

- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (CDWR).
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CONSTRUCTION NOTES

- INSTALL 8" PVC (SN-35) SEWER MAIN PIPE.
- INSTALL PRECAST 4" I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER.
- INSTALL 4" PVC SEWER HOUSE CONNECTION PER STD. DWG. SB-177.
- REMOVE 8" PUP.
- INSTALL LATERAL CLEANOUTS PER STD. DWG. SB-52.
- INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDATION'S INHS-4.
- INSTALL 8" PUP.
- INSTALL MANHOLE PRECAST CONCRETE 5' I.D. MANHOLE BY PVC LATERAL FROM MAIN AND LOT FROM MANHOLE COVER PER STD. DWG. SB-54 AND SB-61.

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QTY.

2844 L.F.
12 EA.
73 EA.
1 EA.
29 EA.
2 EA.
2 EA.

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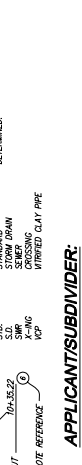
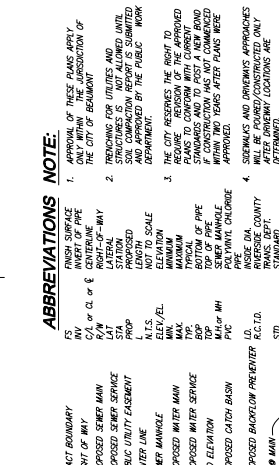
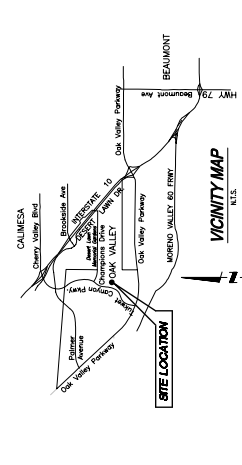
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PRIVATE ENGINEERS NOTICE TO CONTRACTORS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (CDWR).

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES FOR THE PROTECTION OF AND ANY DAMAGES TO THESE UTILITIES OR STRUCTURES.

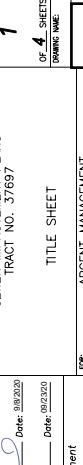
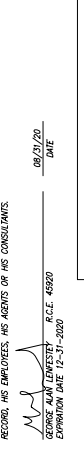
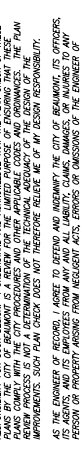
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.

4. ACCORDING TO THE CITY ENGINEER'S REVIEW OF THE DESIGN, THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BEAUMONT AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (CDWR).

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS IS IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES (CDWR) STANDARDS AND SPECIFICATIONS. I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA AND I AM THE ENGINEER OF RECORD FOR THESE PLANS.

DATE: 08/17/20
ENGINEER: GORDON ALAN LESTER, P.E. #12345



Item 3.

City of Beaumont, California
Sewer Improvement Plans
Tract No. 37697
Title Sheet
Argent Engineering

Reviewed By: [Signature]
Recommended for Approval By: [Signature]
Approved By: [Signature]
City of Beaumont, Public Works Department
Engineering Division

Date: 08/20/20
Date: 08/20/20
Date: 08/20/20
City Engineer
City Engineer

SEAL: [Professional Engineer Seal]
PROACTIVE ENGINEERING
Professional Engineer
No. 10794
Exp. 08/17/20

APPROVAL DATE: 08/17/20
APPROVAL DATE: 08/17/20
APPROVAL DATE: 08/17/20

DESCRIPTION: [Blank]
BY: [Blank]
ELEV.: 2491.44, NGVD 29

REVISIONS: [Blank]

BEARING: N 27°39'52" E

UNDESIGNED SERVICE ALERT OF SOUTHERN CALIFORNIA

178

Item 3.

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37687

ALANA LANE
KYLER DRIVE STA. 8+41.00 TO 14+80.89
STA. 15+41.73 TO 20+66.61

DATE: 08/20/20
DATE: 08/20/20
DATE: 08/20/20

REVIEWED BY: [Signature]
RECOMMENDED FOR APPROVAL BY: [Signature]
APPROVED BY: [Signature]

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

DATE: 08/20/20
DATE: 08/20/20
DATE: 08/20/20

SCALE: AS NOTED
JOB NUMBER: 08-012-200
JOB DATE: 08/20/20

PROACTIVE ENGINEERING
CONSTRUCTION INC.
10000 S. GARDEN LANE, SUITE 100
DANA POINT, CA 92629

PROACTIVE ENGINEERING
CONSTRUCTION INC.
10000 S. GARDEN LANE, SUITE 100
DANA POINT, CA 92629

APRIL DATE: 08/11/20
DATE: 08/11/20

ENGINEER: GEORGE ALAN LOYDETT, P.E.
CITY: BEAUMONT, CA

REVISIONS

REVISIONS

DESCRIPTION

BY

DATE

BASIS OF BEARINGS:
THIS MAP IS THE CALIFORNIA STATE CONTROLLED DOCUMENT AND SHALL BE USED AS THE BASIS OF BEARINGS FOR THE DRIVE FROM DESERT LANE TO THE CENTERLINE 24.9 FT. S.W. OF THE S.W. CORNER OF THE SOUTH EXTENDING LINES 74887'.

BEARING: N. 27.35'52" E

RECORD SERVICE ALERT OF SOUTHERN CALIFORNIA

DIAL TOLL FREE 8-1-1
AT LEAST 15 DAYS BEFORE YOU DO

DO NOT SCALE

179



ALANA LANE

PROPOSED 18" R.C.P. S.D. PER TR. 37687 STORM DRAIN PLAN (PW 2020-1041)

PROPOSED 8" P.V.C. WATER PER TR. 37687 WATER PLAN (PW 2020-1041)

SEE TRACT 37687 SEWER PLANS SHEET 3 OF 4

NOTE: IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER RESPONSIBLE FOR THESE IMPROVEMENTS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE CONSTRUCTION OF THESE FACILITIES.

CONSTRUCTION NOTES

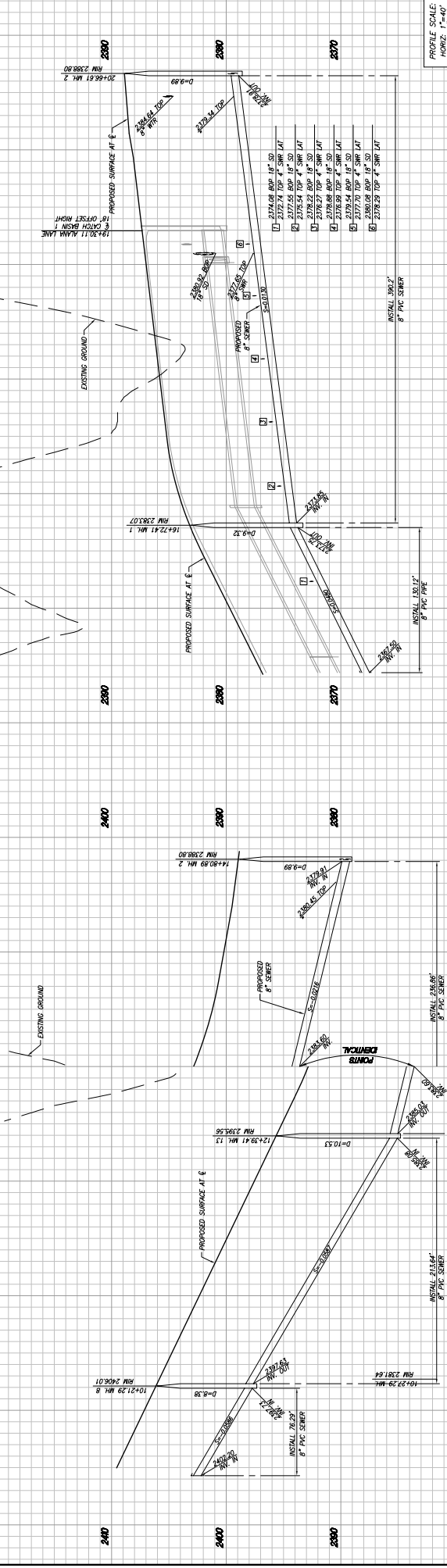
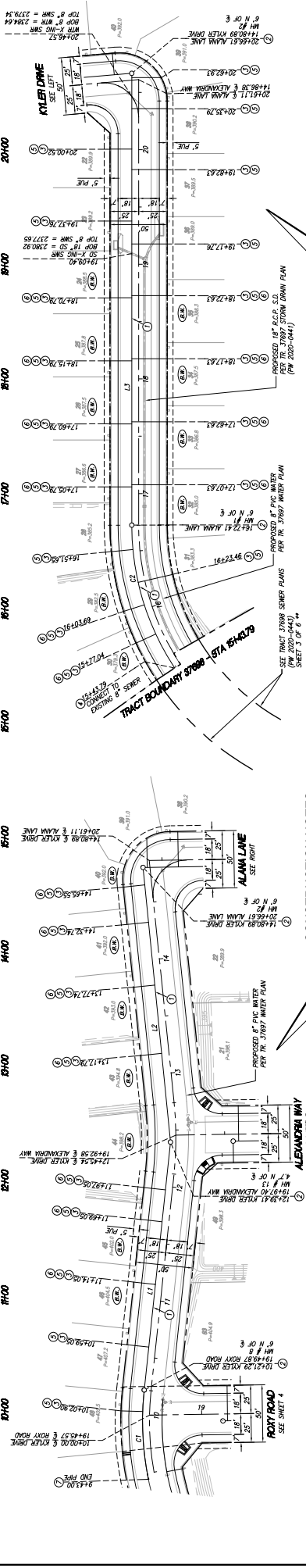
- INSTALL 4" P.V.C. (SPP-30) SEWER MAIN PIPE
- INSTALL PRECAST 4" I.D. CONCRETE MANHOLE W/EAST IRON MANHOLE COVER
- REF. EMB STD. DIM. SB-53 AND SB-63
- INSTALL 4" P.V.C. SEWER HOUSE CONNECTION PER EMB STD. DIM. SB-177
- REMOVE 8" PLUG
- INSTALL LATERAL CLEANOUTS PER EMB STD. DIM. SB-52
- INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDATION'S INSET-4 OR EQUAL
- INSTALL 8" PLUG

KYLER DRIVE

CURVE / LINE DATA TABLE:

LINE & CURVE DATA	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	174°32'	256.00'	76.29'	38.45'
C2	37°22'	226.00'	131.17'	66.92'
L1	S37°46'10"E	-	213.64'	-
L2	N41°52'16"W	-	236.86'	-
L3	N57°19'07"E	-	390.20'	-

NOTE: THE PRIVATE ENGINEER SHOWING THESE PLANS SHALL BE RESPONSIBLE FOR THE ACCURACY AND ACCEPTABILITY OF THE INFORMATION AND DATA PROVIDED. THE ENGINEER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO THE CONSTRUCTION OF THESE FACILITIES.



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

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. TR37698)**

Sewer

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37698, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: Ch. Chum Bar

Date: Oct 27 2020

Title: VP

BOND #LICX1196193

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. PA-25A Tr. 37698 - Sewer, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Fifty Two Thousand & 00/100 dollars (\$352,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

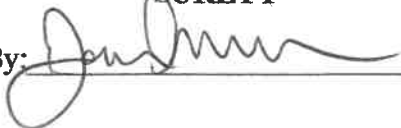
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.


(Seal)

(Seal)

Lexon Insurance Company
SURETY

Woodside 05S, LP
PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

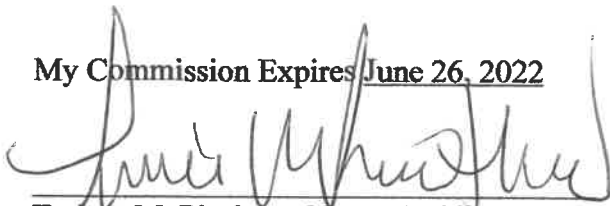
ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois }
 } ss.
County of DuPage }

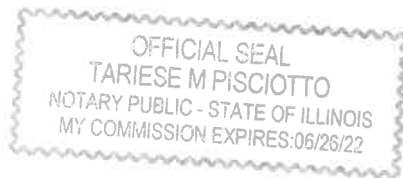
On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022



Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazner, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

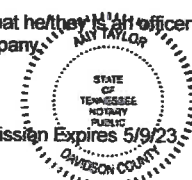
Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October 20 20

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-653-9600 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California }
On Oct 28, 2020 before me Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

BOND #LICX1196193

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, PA-25A Tr. 37698 - Sewer, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Three Hundred Fifty Two Thousand & 00/100 dollars (\$352,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

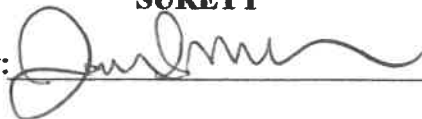
(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazner, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarise M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- 2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October 20 20

By: *Daniel S. Lune*
Daniel S. Lune, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website -- <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California
On Oct 28, 2020 before me Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature

Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

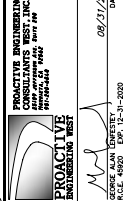
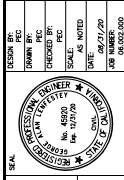
Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 37688
ZACHARY WAY
STA. 10+00.00 TO 20+00.00
DATE: 08/20/20
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DATE: 08/21/20
JOB NUMBER: 08200200

REVIEWED BY: [Signature] DATE: 08/20/20
RECOMMENDED FOR APPROVAL BY: [Signature] DATE: 08/20/20
APPROVED BY: [Signature] DATE: 08/20/20
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
DATE: 08/21/20
JOB NUMBER: 08200200



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BENCHMARK: CROSS MONUMENT "B" SET IN TOP OF BENCHMARK DISK SET IN TOP OF CITY OF BEAUMONT STAMPEDE CROSSING MONUMENT FROM DESERT LANE, THE DRIVE FROM DESERT LANE, OFF CENTERLINE 24.9 FT. S.W. OF THE S.W. CORNER OF THE SOUTH EXTENDING LINES ELEV. 2491.44, NVD, 29 BEARING: N 27.39'52" E

BASIS OF BEARINGS: THE PRIVATE ENGINEER SHOWING THESE PLANS ON THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE ZONE 8-1-11 HIS CONTROL STATIONS "WEST AND EAST" AT LEAST 100 FEET BEFORE YOU DO UNDESIGNED SERVICE ALERT OF SOUTHERN CALIFORNIA

UNDESIGNED SERVICE ALERT OF SOUTHERN CALIFORNIA

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

CONSTRUCTION NOTES
 1. INSTALL 8" PVC (SPP-45) SEWER MAIN PIPE
 2. INSTALL PRECAST 4" LB CONCRETE MANHOLE #/CAST IRON MANHOLE COVER PER EMD STD. DWG. SP-53 AND SP-61
 3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMD STD. DWG. SP-177
 4. INSTALL 4" PVC SEWER CHIMNEY PIPE PER EMD STD. DWG. SP-47
 5. INSTALL LATERAL CLEANOUTS PER EMD STD. DWG. SP-52
 6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDATION'S MSL-A OR EQUAL
 7. REMOVE 8" PLUG

PROPOSED 24" R.C.P. S.D. STORM DRAIN PLAN PER TR. 27098 WATER WP. PLAN TYP.

PROPOSED 36" R.C.P. S.D. STORM DRAIN PLAN PER TR. 27098 WATER WP. PLAN TYP.

PROPOSED 30" R.C.P. S.D. STORM DRAIN PLAN PER TR. 27098 WATER WP. PLAN TYP.

PROPOSED 24" R.C.P. S.D. STORM DRAIN PLAN PER TR. 27098 WATER WP. PLAN TYP.

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PROPOSED 30" R.C.P. S.D. STORM DRAIN PLAN PER TR. 27098 WATER WP. PLAN TYP.

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PROPOSED 30" R.C.P. S.D. STORM DRAIN PLAN PER TR. 27098 WATER WP. PLAN TYP.

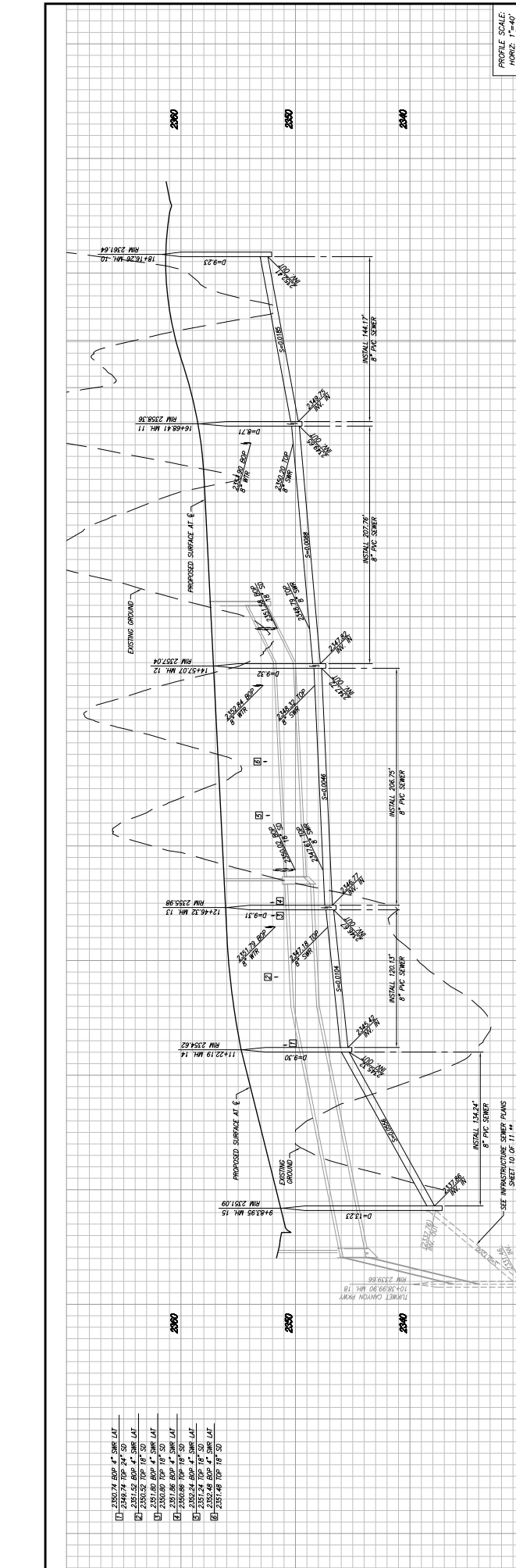
CURVE / LINE DATA TABLE:

BEARING	DELTA	RADIUS	LENGTH	TANGENT
C1	34°25'08"	294.00'	176.61'	91.06'
C2	32°16'58"	294.00'	165.65'	85.09'
L1	58°15'59"	-	48.00'	-
L2	80°20'49"	-	123.27'	-
L3	89°22'36"	-	324.15'	-
L4	89°22'36"	-	74.81'	-

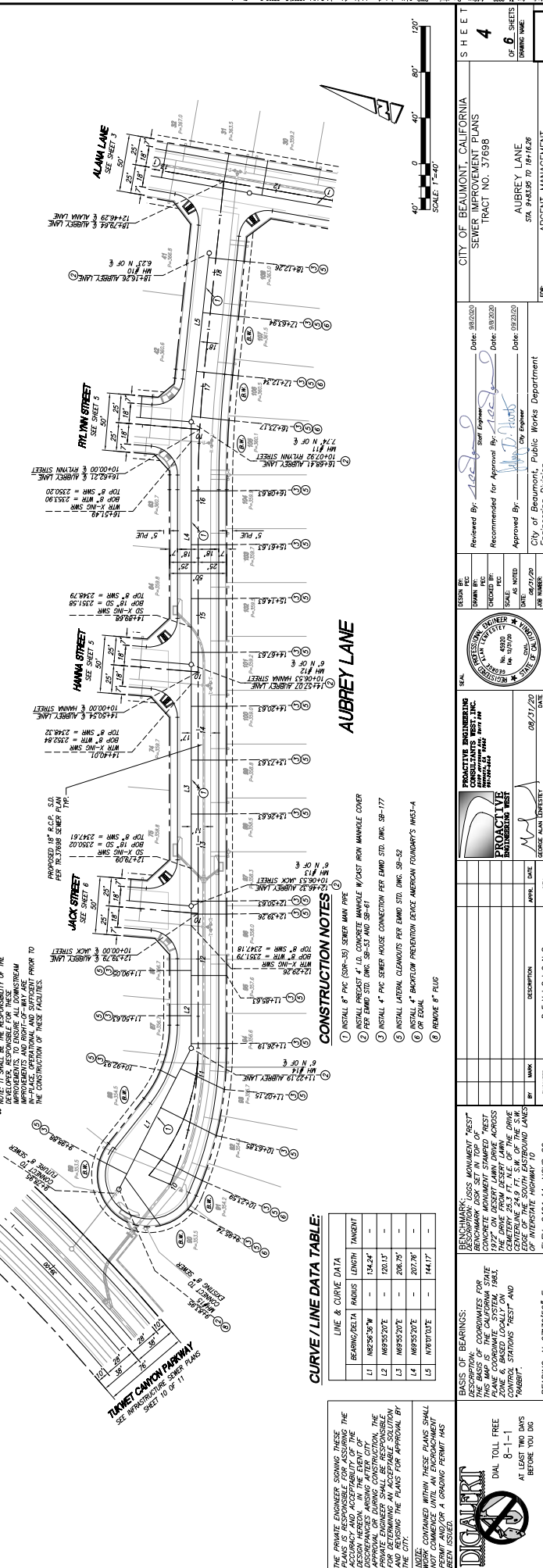
NOTE: THE PRIVATE ENGINEER SHOWING THESE PLANS ON THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE ZONE 8-1-11 HIS CONTROL STATIONS "WEST AND EAST" AT LEAST 100 FEET BEFORE YOU DO UNDESIGNED SERVICE ALERT OF SOUTHERN CALIFORNIA



2350.74 BOP 4" SMR LAT
 2349.74 TOP 24" SD
 2351.52 BOP 4" SMR LAT
 2350.52 TOP 24" SD
 2351.86 BOP 4" SMR LAT
 2350.86 TOP 24" SD
 2351.86 BOP 4" SMR LAT
 2350.86 TOP 24" SD
 2351.24 BOP 4" SMR LAT
 2350.24 TOP 24" SD
 2352.48 BOP 4" SMR LAT
 2351.48 TOP 24" SD



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



CURVE / LINE DATA TABLE:

LINE & CURVE DATA	BEARING	RADIUS	LENGTH	TANGENT
L1	N83°36'57"W	134.24'	134.24'	134.24'
L2	N93°52'07"E	120.13'	120.13'	120.13'
L3	N89°52'07"E	207.78'	207.78'	207.78'
L4	N74°07'03"E	144.17'	144.17'	144.17'

CONSTRUCTION NOTES:

- INSTALL 8" PVC (SDP-15) SEWER MAIN PIPE
- INSTALL 8" PVC (SDP-15) CONNECTIONS TO EXISTING MANHOLE COVER
- PER EMD STD. DWG. SP-23 AND SP-67
- INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMD STD. DWG. SP-177
- INSTALL LATERAL CLEANOUT PER EMD STD. DWG. SP-42
- INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S MNS1-A ON EXIST.
- REMOVE 8" PLUG

NOTE:

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL DOWNSTREAM IMPROVEMENTS AND REPORT TO THE CITY PRIOR TO THE CONSTRUCTION OF THESE FACILITIES.

NOTE:

THE PRIVATE ENGINEER SHOWING THESE PLANS HAS NOT CONDUCTED A VISUAL INSPECTION OF THE EXISTING SEWER SYSTEM OR THE PROPOSED IMPROVEMENTS. THE CITY ENGINEER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND ACCEPTABILITY OF THE INFORMATION PROVIDED BY THE CONTRACTOR AND FOR OBTAINING NECESSARY PERMITS AND/OR A GRADING PERMIT HAS BEEN ISSUED.

Item 3.

CITY OF BEAUMONT, CALIFORNIA
 SEWER IMPROVEMENT PLANS
 TRACT NO. 37688

SHEET 4
 OF 6 SHEETS
 DRAWING NAME: AUBREY LANE
 STA. 9+48.66 TO 9+162.8

DATE: 08/20/20
 DATE: 08/20/20
 DATE: 08/23/20

REVIEWED BY: [Signature]
 RECOMMENDED BY APPROVAL BY: [Signature]
 APPROVED BY: [Signature]

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

DATE: 08/20/20
 JOB NUMBER: 08202000

PROACTIVE ENGINEERING
 CIVIL ENGINEERS
 10000 W. 170th St.
 Suite 100
 Richmond, BC V6V 2G9
 TEL: 604-273-8888
 FAX: 604-273-8889

DATE: 08/11/20

PROACTIVE ENGINEERING
 CIVIL ENGINEERS
 10000 W. 170th St.
 Suite 100
 Richmond, BC V6V 2G9
 TEL: 604-273-8888
 FAX: 604-273-8889

DATE: 08/11/20

BY	MARK	DESCRIPTION	DATE

BENCHMARK: CROSS MONUMENT "B" SET IN TOP OF CONCRETE MONUMENT SHARED WITH THE DRIVE FROM DESERT LAWN. BEARING: 249.14, NCD, 29 ELEV. 2491.44, NCD, 29

BASIS OF BEARINGS: THIS MAP IS THE CALIFORNIA STATE COORDINATE MONUMENT SYSTEM ZONE 6, BASED LOCALLY ON CONTROL STATIONS "WEST" AND "EAST".

BEARING: N. 27°39'52" E

UNDESIGNED SERVICE ALERT OF SOUTHERN CALIFORNIA

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. TR37697)**

Storm Drain

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37697, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys’ fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: Ch. Chamber

Date: Oct 27 2020

Title: VP

EXHIBIT "A"**PERFORMANCE BOND**

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20___, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. PA-25B TR37697 Storm Drainage, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Seventy Five Thousand & 00/100 dollars (\$175,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

Item 3.

(Seal)

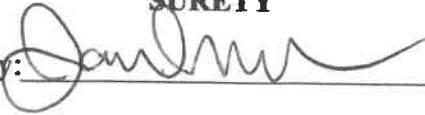
(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars (\$15,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California }
On Oct 28, 2020 before me Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

BOND #LICX1196195

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, PA-25B TR37697 Storm Drainage, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Seventy Five Thousand & 00/100 dollars (\$175,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

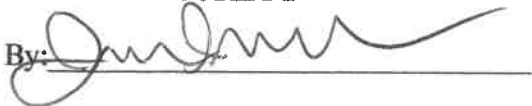
(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

State of Illinois}
} ss.
County of DuPage }

On October 27, 2020, before me, Tariese M. Pisciotto, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires June 26, 2022

[Handwritten signature of Tariese M. Pisciotto]
Tariese M. Pisciotto, Notary Public



Commission No. 560807



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariesse M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

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IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/her is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-inf.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

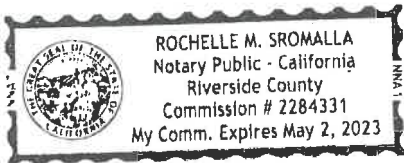
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of California }
On Oct 28, 2020 before me Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

STORM DRAIN NOTES:

- 1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT STORM DRAIN IMPROVEMENT STANDARDS... 2. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT STORM DRAIN IMPROVEMENT STANDARDS...

GENERAL NOTES:

- 1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT STORM DRAIN IMPROVEMENT STANDARDS... 2. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE PLANS AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT STORM DRAIN IMPROVEMENT STANDARDS...

CONSTRUCTION NOTES:

- 1. INSTALL 18" RCP (0-LOAD PER PROFILE) 2. INSTALL 24" RCP (0-LOAD PER PROFILE) 3. CONSTRUCT MANHOLE #4 PER R.C.G.C. & W.C.A. STD. 1 EA. 4. CONSTRUCT MANHOLE #5 PER R.C.G.C. & W.C.A. STD. 2 EA.

CITY DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS AND THE STANDARD SPECIFICATIONS AND MATERIALS SPECIFICATIONS USED THEREIN...

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND MATERIALS SPECIFICATIONS USED THEREIN...

INDEX MAP:



ABBREVIATIONS:

- BEG BENCH MARK
BSM BENCH MARK
C/C CENTERLINE
C/C CENTERLINE
C/C CENTERLINE
C/C CENTERLINE

ASSESSORS PARCEL NUMBER:

413-790-020

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: PART OF LOT 16, ADJACENT TO LOT 15, LOT 16, ADJACENT TO LOT 15, LOT 16, ADJACENT TO LOT 15...

LEGEND:

- TRIBUTARY
STREET EXTENSION
STREET WIDENING
PROPOSED STORM DRAIN
EXISTING STORM DRAIN
PROPOSED DOMESTIC WATER

MAINTENANCE NOTES:

CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME AND SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT STANDARDS...

DOWNSTREAM FACILITIES NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE DOWNSTREAM FACILITY OWNER OF THE PROPOSED IMPROVEMENTS AND THE DATE OF COMPLETION...

INDEX OF SHEETS:

Table with 3 columns: SHEET NO., DESCRIPTION, QUANTITIES. Includes entries for SHEET 1, SHEET 2, and SHEET 3.

CITY OF BEAUMONT, CALIFORNIA

STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 37697

TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES

DATE: 10/14/2020

DATE: 10/14/2020

DATE: 10/14/2020

DATE: 10/14/2020

DATE: 10/14/2020

DATE: 10/14/2020

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 37697

NOTES:

- 1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT, CALIFORNIA. APPROVAL BY THE CITY ENGINEER OF RECORD IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED ON THESE PLANS... 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE DOWNSTREAM FACILITY OWNER OF THE PROPOSED IMPROVEMENTS...

ABBREVIATIONS:

- BEG BENCH MARK
BSM BENCH MARK
C/C CENTERLINE
C/C CENTERLINE
C/C CENTERLINE
C/C CENTERLINE

ASSESSORS PARCEL NUMBER:

413-790-020

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: PART OF LOT 16, ADJACENT TO LOT 15, LOT 16, ADJACENT TO LOT 15, LOT 16, ADJACENT TO LOT 15...

LEGEND:

- TRIBUTARY
STREET EXTENSION
STREET WIDENING
PROPOSED STORM DRAIN
EXISTING STORM DRAIN
PROPOSED DOMESTIC WATER

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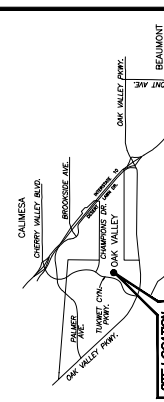
DATE: 10/14/2020

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DATE: 10/14/2020

DATE: 10/14/2020



VICINITY MAP

NOT TO SCALE

PREPARED BY:

PREPARED BY: CHERRY, THOMPSON

CHERRY, THOMPSON

CHERRY, THOMPSON

CHERRY, THOMPSON

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Rev. 07 22 2020

Basic Gov (Sales Force) #

PW2020-0444

File #

3327

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. TR37698)**

Storm Drain

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and Woodside 05S, LP a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 37698, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: Ch Chamber

Date: Oct 27 2020

Title: VP

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. PA-25A Tr. 37698 - Storm Drainage which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and Lexon Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Five Hundred Ninety Three Thousand & 00/100 dollars (\$593,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

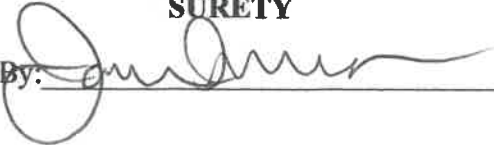
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

(Seal)

Lexon Insurance Company
SURETY

Woodside 05S, LP
PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard Appel*
Richard Appel; SVP & Senior Counsel

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October 20 20
By: *Daniel S. Kone*
Daniel S. Kone, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California
On Oct 28, 2020 before me, Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature of Rochelle M. Sromalla
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Corporate Officer - Title(s):
Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing:

Signer's Name:

Corporate Officer - Title(s):
Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing:

BOND #LICX1196192

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Woodside 05S, LP (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, PA-25A Tr. 37698 - Storm Drainage, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Five Hundred Ninety Three Thousand & 00/100 dollars (\$593,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 27, 2020.

(Seal)

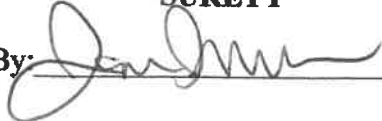
(Seal)

Lexon Insurance Company

Woodside 05S, LP

SURETY

PRINCIPAL

By: 

By: 

Name: James I. Moore

Name: Chris Chambers

Title: Attorney-In-Fact

Title: VP

Address: 12890 Lebanon Road

By: _____

Mount Juliet, TN 37122

Name: _____

Title: _____

Address: 1250 Corona Pointe Court, Suite 500

Corona, CA 92879

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC



POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars (\$15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 27th day of October, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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 California }
On Oct 28, 2020 before me Rochelle M. Sromalla, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Chris Chambers
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.



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

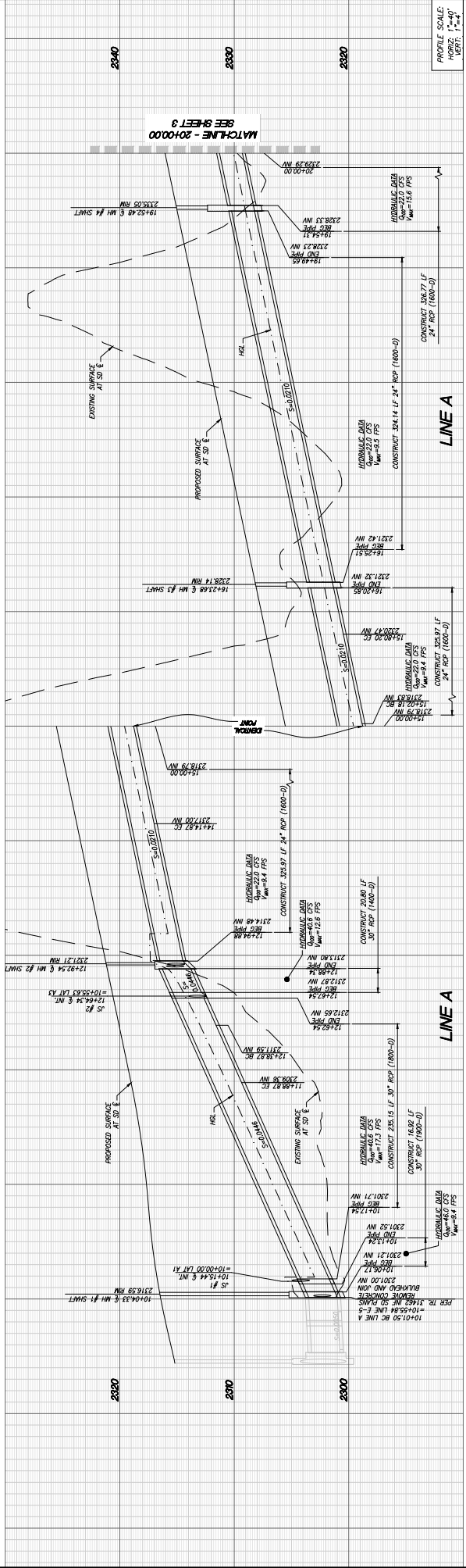
Partner – Limited General

Individual Attorney in Fact

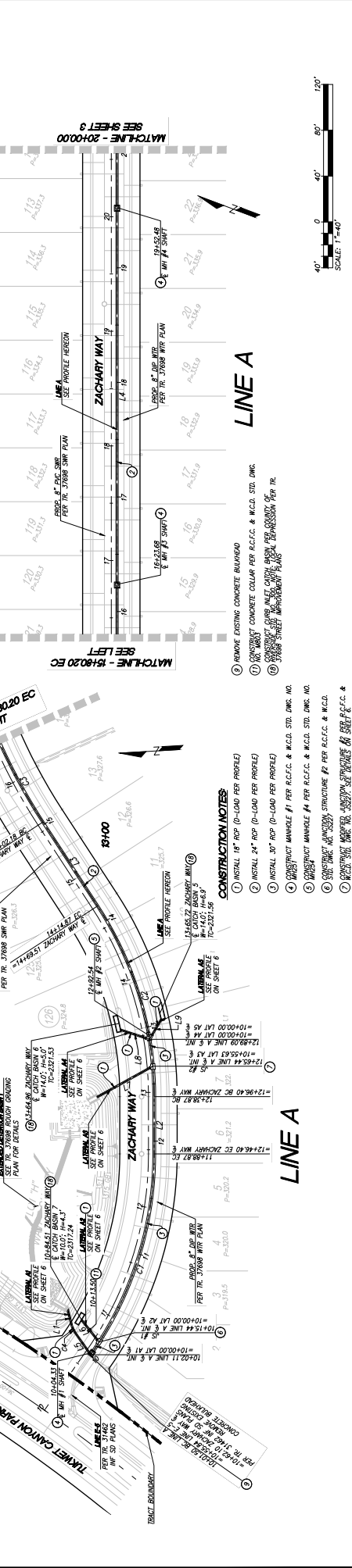
Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____



JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE	A	B	C	D	D ₂	ELEV S	ELEV R
JS #1	LINE A	LAT. A2	SS NO. 2	71'	18"	3.0'	30"	-	2302.71	2302.45
JS #2	LINE A	LAT. A3	WOODED	69'	18"	3.1'	30"	-	2312.53	2312.46
MH #1	LINE A	LAT. A4	MH NO. 4	62'	18"	3.55'	24"	30"	2314.40	2314.58
MH #2	LINE A	LAT. A5	MH NO. 4	40'	18"	4.75'	24"	30"	2314.40	2314.53



REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/14/20	ISSUED FOR PERMITS	AS	AS
2	10/14/20	ISSUED FOR PERMITS	AS	AS

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
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2	10/14/20	ISSUED FOR PERMITS	AS	AS

REVISIONS

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REVISIONS

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REVISIONS

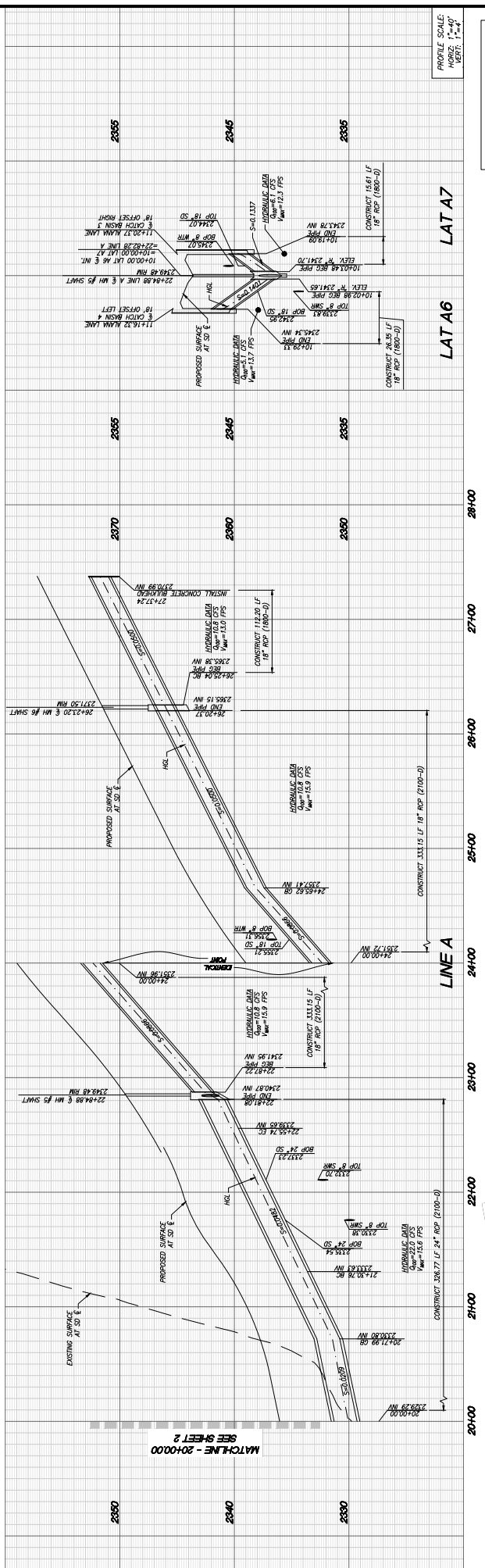
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2	10/14/20	ISSUED FOR PERMITS	AS	AS

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
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2	10/14/20	ISSUED FOR PERMITS	AS	AS

REVISIONS

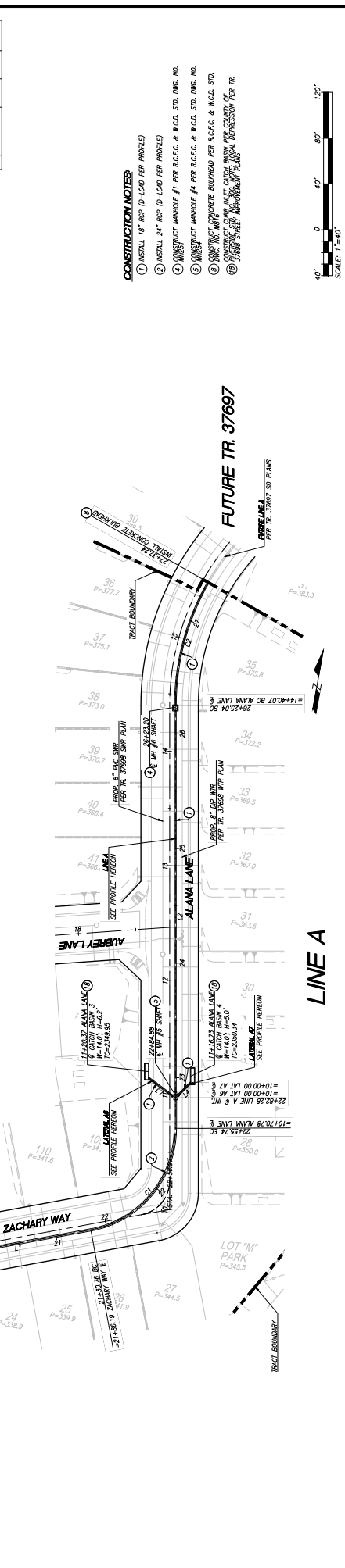
NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/14/20	ISSUED FOR PERMITS	AS	AS
2	10/14/20	ISSUED FOR PERMITS	AS	AS



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

LINE & CURVE DATA	BEARING/DELTA	RADIUS	LENGTH	PIVOT
C1	79°24'00"	96.00'	126.88'	74.54'
C2	79°24'00"	216.00'	112.21'	57.41'
L1	N89°22'00"E	-	130.70'	-
L2	N107°12'00"W	-	369.30'	-
L3	N87°50'00"W	-	293.31'	-
L4	N44°00'00"W	-	74.00'	-

JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D	ELEV. S	ELEV. R	
WH #5	LINE A	LAT. A6	WH NO. 4	5'3"	10'	3.4'	18'	24"	2341.65	2341.35
WH #6	LINE A	LAT. A7	WH NO. 4	4'5"	10'	3.0'	18'	24"	2341.70	2341.23



CONSTRUCTION NOTES

- INSTALL 18" RCP (D-LOAD PER PROFILE)
- INSTALL 24" RCP (D-LOAD PER PROFILE)
- CONSTRUCT MANHOLE #1 PER R.C.C. & W.C.D. STD. DIM. NO.
- CONSTRUCT MANHOLE #4 PER R.C.C. & W.C.D. STD. DIM. NO.
- CONSTRUCT CONCRETE BULKHEAD PER R.C.C. & W.C.D. STD.
- CONSTRUCT 18" DIA. 18" RCP PER R.C.C. & W.C.D. STD.
- CONSTRUCT 18" DIA. 18" RCP PER R.C.C. & W.C.D. STD.
- CONSTRUCT 18" DIA. 18" RCP PER R.C.C. & W.C.D. STD.
- CONSTRUCT 18" DIA. 18" RCP PER R.C.C. & W.C.D. STD.
- CONSTRUCT 18" DIA. 18" RCP PER R.C.C. & W.C.D. STD.

CITY OF BEAUMONT CALIFORNIA
STORM DRAINAGE DEPARTMENT
PROJECT NO. 37698

LINE A STA. 20+00.00 TO 27+37.24, LATERAL A6 & LATERAL A7

DATE: 10/14/2020
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

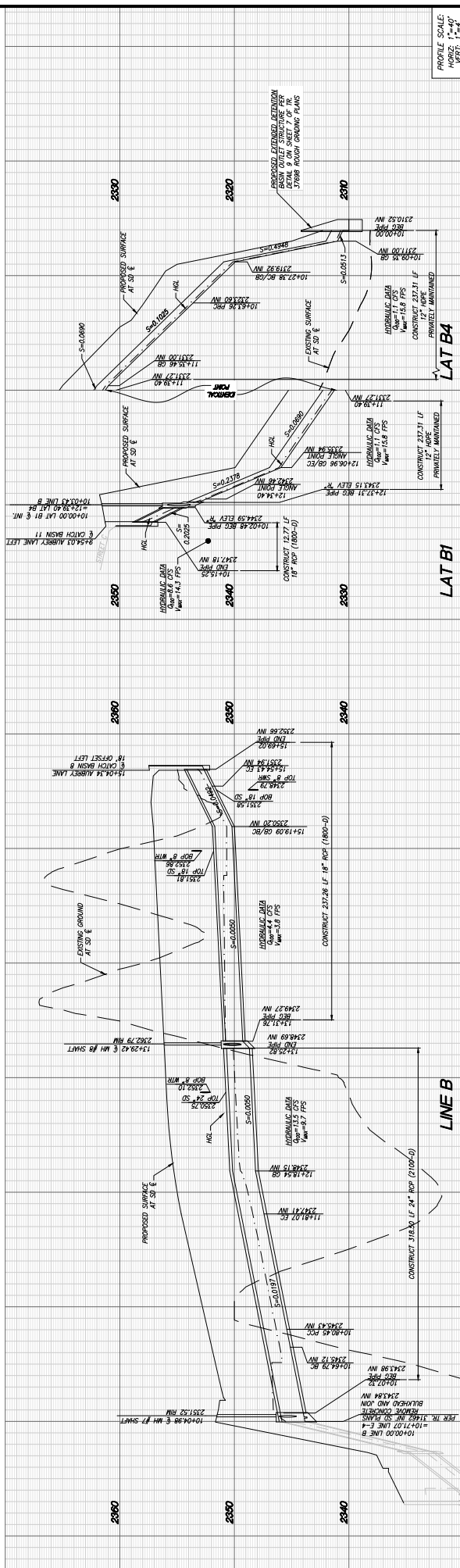
FOR: ARGENT MANAGEMENT

PROJECT: 06/14/2020 - 04/14/2021

SCALE: 1"=40'

3327 SHEET 3 OF 6 SHEETS

Item 3.



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

LINE & CURVE DATA	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	18°52'24"	46.00'	15.66'	7.91'
C2	18°52'24"	305.00'	100.62'	50.77'
C3	45°50'00"	46.00'	35.34'	18.84'
C4	51°52'24"	154.00'	144.00'	143.20'
C5	45°50'00"	46.00'	35.34'	18.84'
C6	18°52'24"	46.00'	15.66'	7.91'
C7	18°52'24"	46.00'	15.66'	7.91'
C8	18°52'24"	46.00'	15.66'	7.91'
C9	18°52'24"	46.00'	15.66'	7.91'
C10	18°52'24"	46.00'	15.66'	7.91'
C11	18°52'24"	46.00'	15.66'	7.91'
C12	18°52'24"	46.00'	15.66'	7.91'
C13	18°52'24"	46.00'	15.66'	7.91'
C14	18°52'24"	46.00'	15.66'	7.91'
C15	18°52'24"	46.00'	15.66'	7.91'
C16	18°52'24"	46.00'	15.66'	7.91'
C17	18°52'24"	46.00'	15.66'	7.91'
C18	18°52'24"	46.00'	15.66'	7.91'
C19	18°52'24"	46.00'	15.66'	7.91'

JUNCTION STRUCTURE DATA TABLE

JUNCTION ID	MAN LINE	LATERAL	A	B	C	Q ₁	Q ₂	ELEV. S	ELEV. R
MH #7	LINE B	LAT. B1	60"	18"	24"	2344.29	2344.25		
MH #8	LINE B	LAT. B2	45"	18"	24"	2314.40	2314.43		
MH #9	LINE B	LAT. B3	45"	18"	24"	2346.45	2346.45		
MH #10	LINE B	LAT. B4	90"	12"	24"	2343.15	2343.15		

LINE & CURVE DATA

LINE & CURVE DATA	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	18°52'24"	46.00'	15.66'	7.91'
C2	18°52'24"	305.00'	100.62'	50.77'
C3	45°50'00"	46.00'	35.34'	18.84'
C4	51°52'24"	154.00'	144.00'	143.20'
C5	45°50'00"	46.00'	35.34'	18.84'
C6	18°52'24"	46.00'	15.66'	7.91'
C7	18°52'24"	46.00'	15.66'	7.91'
C8	18°52'24"	46.00'	15.66'	7.91'
C9	18°52'24"	46.00'	15.66'	7.91'
C10	18°52'24"	46.00'	15.66'	7.91'
C11	18°52'24"	46.00'	15.66'	7.91'
C12	18°52'24"	46.00'	15.66'	7.91'
C13	18°52'24"	46.00'	15.66'	7.91'
C14	18°52'24"	46.00'	15.66'	7.91'
C15	18°52'24"	46.00'	15.66'	7.91'
C16	18°52'24"	46.00'	15.66'	7.91'
C17	18°52'24"	46.00'	15.66'	7.91'
C18	18°52'24"	46.00'	15.66'	7.91'
C19	18°52'24"	46.00'	15.66'	7.91'

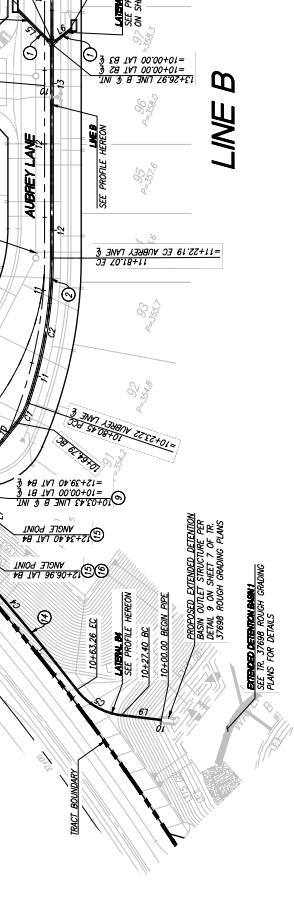
CONSTRUCTION NOTES

- INSTALL 18" RCP (D-LAND PER PROFILE)
- INSTALL 24" RCP (D-LAND PER PROFILE)
- CONSTRUCT MANHOLE #4 PER A.C.T.C. & W.C.D. STD. DING NO.
- REMOVE EXISTING CONCRETE BULKHEAD
- CONSTRUCT IMPROVED MANHOLE #4 PER A.C.T.C. & W.C.D. STD.
- INSTALL 12" HOPE
- INSTALL 18" HOPE BEND
- INSTALL 12" HOPE FLEXIBLE COUPLING
- INSTALL 18" HOPE FLEXIBLE COUPLING
- 3/8" RCP STREET APPROXIMATION PLANS PER TR.



PROFILING DATA

LINE	STATION	ELEV. (FT)
LINE B	8+00	2340.00
LINE B	8+10	2340.00
LINE B	8+20	2340.00
LINE B	8+30	2340.00
LINE B	8+40	2340.00
LINE B	8+50	2340.00
LINE B	8+60	2340.00
LINE B	8+70	2340.00
LINE B	8+80	2340.00
LINE B	8+90	2340.00
LINE B	9+00	2340.00



REVISIONS

NO.	DATE	DESCRIPTION
1	10/14/20	ISSUED FOR PERMITS
2	10/14/20	ISSUED FOR PERMITS
3	10/14/20	ISSUED FOR PERMITS
4	10/14/20	ISSUED FOR PERMITS

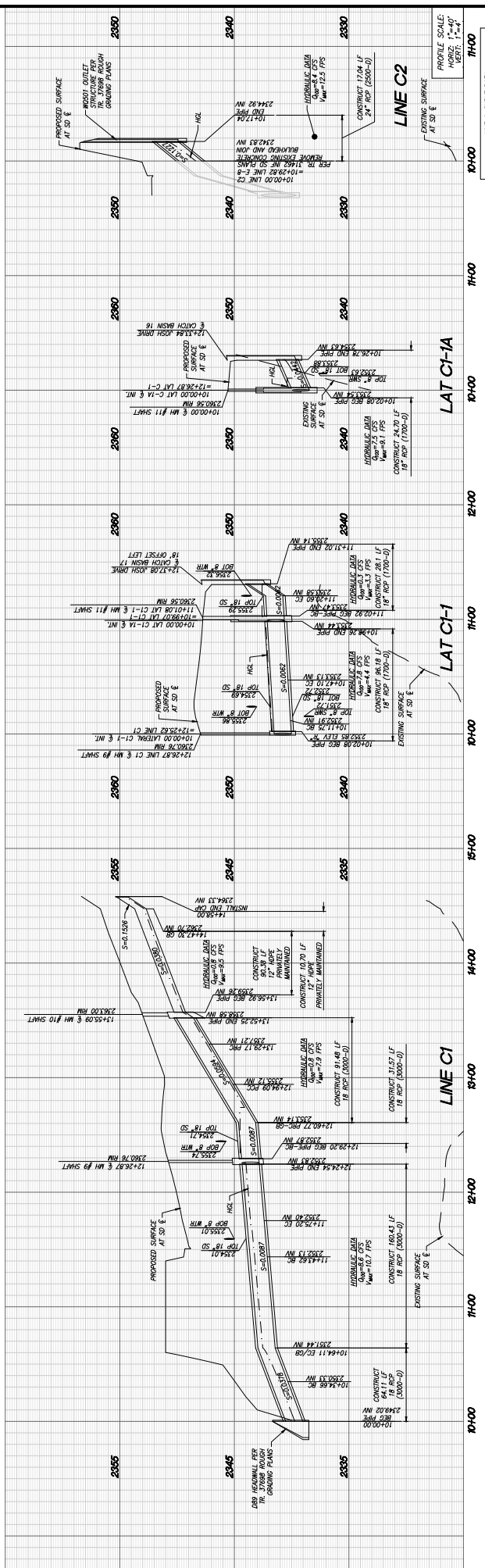
DESIGNER ARGENT MANAGEMENT
CITY City of Beaumont, Public Works Department
ENGINEER ARGENT MANAGEMENT
DATE 10/14/20
SCALE 1"=40'

PROJECT CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 37698
LINE B, LATERAL B1 & LATERAL B4

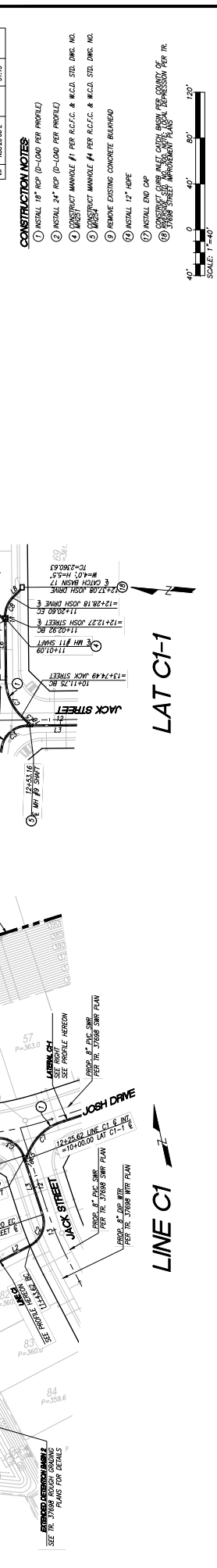
REVISIONS

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3	10/14/20	ISSUED FOR PERMITS
4	10/14/20	ISSUED FOR PERMITS

ARGENT MANAGEMENT
CONSULTANTS & ENGINEERS
REGISTERED PROFESSIONAL ENGINEER
NO. 10270
STATE OF CALIFORNIA



LINE & CURVE DATA	10+00	10+40	10+80	11+20	11+60	12+00	12+40	12+80	13+20	13+60	14+00	14+40	14+80	15+20	15+60	16+00	16+40	16+80	17+20	17+60	18+00	18+40	18+80	19+20	19+60	20+00	20+40	20+80	21+20	21+60	22+00	22+40	22+80	23+20	23+60				
STATION	10+00	10+40	10+80	11+20	11+60	12+00	12+40	12+80	13+20	13+60	14+00	14+40	14+80	15+20	15+60	16+00	16+40	16+80	17+20	17+60	18+00	18+40	18+80	19+20	19+60	20+00	20+40	20+80	21+20	21+60	22+00	22+40	22+80	23+20	23+60				
CHORD BEARING	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"		
CHORD DISTANCE	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00		
ARC BEARING	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	18° 15' 18"	
ARC LENGTH	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	
PERCENTAGE	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%



CONSTRUCTION NOTES

- INSTALL 18" RCP (D-LOAD PER PROFILE)
- INSTALL 24" RCP (D-LOAD PER PROFILE)
- CONSTRUCT MANHOLE #1 PER R.C.C. & M.C.C. STD. DIM. NO.
- CONSTRUCT MANHOLE #2 PER R.C.C. & M.C.C. STD. DIM. NO.
- REMOVE EXISTING CONCRETE MANHOLE
- INSTALL 17" HOLE
- INSTALL END CAP
- CONSTRUCT CURB AND GUTTER CATCH BASIN PER COUNTY OF CALIFORNIA SPECIFICATIONS
- CONSTRUCT CURB AND GUTTER CATCH BASIN PER COUNTY OF CALIFORNIA SPECIFICATIONS

REVISIONS

NO.	DATE	DESCRIPTION
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3	10/14/20	ISSUED FOR PERMITS
4	10/14/20	ISSUED FOR PERMITS
5	10/14/20	ISSUED FOR PERMITS

ARGENT MANAGEMENT

City of Beaumont, Public Works Department
Engineering Division

DATE: 10/14/20
SCALE: 1"=40'



Staff Report

TO: Mayor, and City Council Members
FROM: Jeff Hart, Public Works Director
DATE November 17, 2020
SUBJECT: **Accept Performance Bonds, Payment Bonds, and Security Agreements for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Storm Drain Improvements, Street Improvements, and Survey Monumentation**

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.

On October 7, 2003, City Council approved Tentative Map No. 31462 subject to the completion of the conditions of approval. Tentative Tract No. 31462 proposes to subdivide 960.91 acres into 3,300 single family residences, apartments and townhomes, with a series of parks, open space, school sites and commercial and recreation areas. Tentative Map No. 31462 comprises a majority of the adopted Oak Valley and SCPGA Golf Course Specific Plan. Tract Maps No. 31462-21 and -22 (Tracts) are located north of Oak Valley Parkway, south of Champions Drive, and east of the future extension of Tukwet Canyon Parkway. The proposed tracts are phased portions of Tentative Tract Map No. 31462 (Refer to Figure 1 for Tentative Map No. 31462 layout).

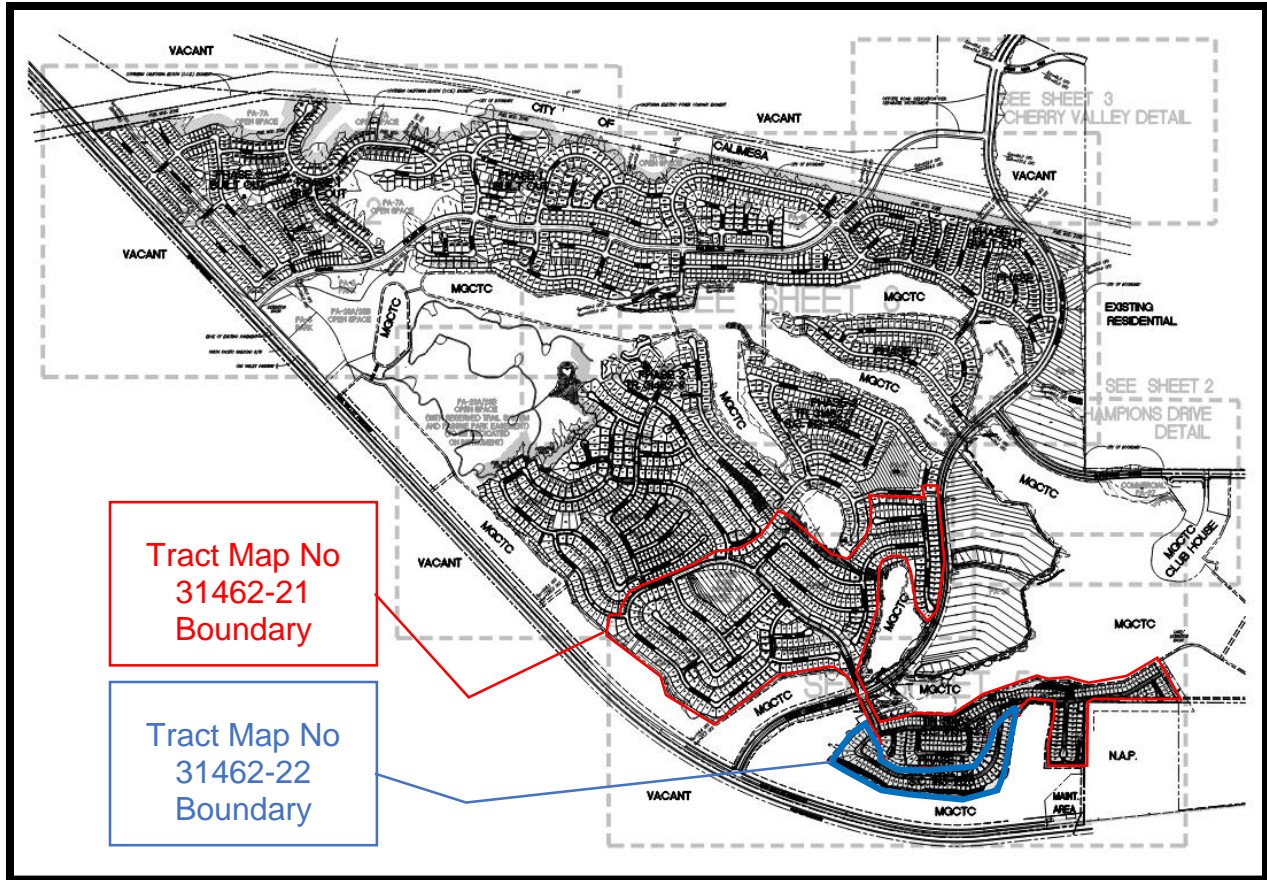


Figure 1 - Tentative Map No. 31462

There are several public improvements required as part of the development of the tracts, including storm drain, street, and sewer improvements. As of the date of this report, no improvements have been constructed. Therefore, in accordance with the Subdivision Map Act and Beaumont Municipal Code 16.56.010, the land divided shall enter into an agreement with the City to complete the improvements and in connection therewith shall furnish the City improvement security in the amounts required by Section 16.56.040 of said Beaumont Municipal Code.

In addition to the public improvements, there are several survey monuments required to be set as part of the tract maps. The Subdivision Map Act requires that at least one exterior boundary line of the land being subdivided be adequately monumented or referenced before the map is recorded. Furthermore, the Subdivision Map Act and Beaumont Municipal Code 16.36.100 states that interior monuments need not be set at the time the map is recorded, if the engineer or surveyor certifies on the map that the monuments will be set on or before a specified later date, and if the land divider furnishes security guaranteeing the payment of the cost of setting such monuments.

SDC Fairway Canyon:

SDC Fairway Canyon, LLC will construct the storm drain improvements, street improvements, and install survey monuments for the Tracts. The storm drain improvements will consist of storm pipes, catch basins, manholes, junction structures, and outlet structures. The street improvements will consist of the construction of local roads including, asphalt paving, curb and gutter, sidewalk, streetlights, striping, and signage. SDC Fairway Canyon, LLC has certified that all exterior boundary lines are monumented as of September 8, 2020. Therefore, the survey monuments will consist of setting monuments along the interior of the tracts consisting of centerlines, right-of-ways, and lot lines.

SDC Fairway Canyon, LLC has provided security agreements and security in the form of bonds for the public improvements. The agreements have been reviewed by staff and found to be consistent with the Beaumont Municipal Code. The following table is a summary of the improvements and corresponding bonds:

Table 1 ~ Tract Map No. 31462-21 and -22 Bond Summary			
Improvement	Bond Type	Bond Number	Principal
Storm Drain TR31462-21	Performance & Payment	1001124474	SDC Fairway Canyon, LLC
Storm Drain TR31462-22	Performance & Payment	1001124475	SDC Fairway Canyon, LLC
Street TR31462-21	Performance & Payment	1001124467	SDC Fairway Canyon, LLC
Street TR31462-22	Performance & Payment	1001124466	SDC Fairway Canyon, LLC
Survey Monuments TR31462-21	Performance & Payment	1001124471	SDC Fairway Canyon, LLC
Survey Monuments TR31462-22	Performance & Payment	1001124472	SDC Fairway Canyon, LLC
Sewer TR31462-21	Previously Approved by Council on October 6, 2020		
Sewer TR31462-22	Previously Approved by Council on October 6, 2020		

Subsequently, City staff recommends the agreement and bonds be accepted.

Fiscal Impact:

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

Recommended Action:

Accept Performance and Payment Bonds and Security Agreement for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Storm Drain Improvements, Accept Performance and Payment Bonds and Security Agreement for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Street Improvements, and Accept Performance and Payment Bonds and Security Agreement for SDC Fairway Canyon, LLC, Tracts 31462-21 and 31462-22 Survey Monuments.

Attachments:

- A. Performance and Payment Bond No. 1001124474 and security agreements for Storm Drain Improvements
- B. Performance and Payment Bond No. 1001124475 and security agreements for Storm Drain Improvements
- C. Performance and Payment Bond No. 1001124467 and security agreements for Street Improvements
- D. Performance and Payment Bond No. 1001124466 and security agreements for Street Improvements
- E. Performance and Payment Bond No. 1001124471 and security agreements for Survey Monuments
- F. Performance and Payment Bond No. 1001124472 and security agreements for Survey Monuments

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462-21)**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and SDC Fairway Canyon, LLC a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-21, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein. DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement. DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified. CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER SDC Fairway Canyon, LLC

By:  _____
Dale Strickland

Date: September 29, 2020

Title: Authorized Signatory

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 September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Basic Gov (Sales Force) # PW2018-0264
File # 3332

Storm Drain Improvements

Bond No.: 1001124474
Premium: \$5,730.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Eighty-Two Thousand & NO/100 dollars (\$ 382,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20.

(Seal)

(Seal)

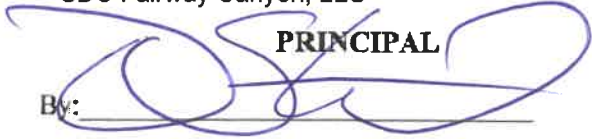
American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: *Cheryl L. Thomas*

By: 

Name: Cheryl L. Thomas

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 4131 S. Main St.

Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

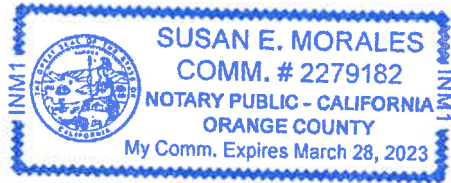
personally appeared Dale Strickland,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that 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.

Susan E Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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 September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124474

(Title or description of attached document)

American Contractors Indemnity Company

(Title or description of attached document continued)

Number of Pages 2 Document Date 9/29/20

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

Bond No.: 1001124474
Premium included with
the Performance Bond

Storm Drain Improvements

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, 31462-21 dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Three Hundred Eighty-Two* 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 & NO/100ths (\$382,000.00)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: Cheryl L. Thomas

By: [Signature]

Name: Cheryl L. Thomas

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 4131 S. Main St.

Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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 September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001124474
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 2 Document Date 9/29/20

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

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- Securely attach this document to the signed document with a staple.



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf 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 power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted 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 Company subject to the following provisions:

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, agreements and/or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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 Company 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 hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.



Signature [Signature] (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety 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 effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this SEP 29 2020 day of

Corporate Seals
Bond No. 1001124474

Agency No. 16590



[Signature]
Kio Lo, Assistant Secretary

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. 31462-22)**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and SDC Fairway Canyon, LLC a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-22, (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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


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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER SDC Fairway Canyon, LLC

By:  _____
Dale Strickland

Date; September 29, 2020 _____

Title: Authorized Signatory _____

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

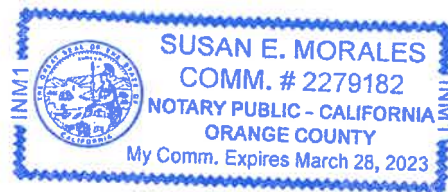
On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

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Basic Gov (Sales Force) # PW2018-0265
File # 3333

Storm Drain Improvements

Bond No.: 1001124475
Premium: \$5,475.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company _____, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Sixty-Five Thousand & NO/100 dollars (\$ 365,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 20 20,

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: Cheryl L. Thomas

By: [Signature]

Name: Cheryl L. Thomas

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 4131 S. Main St.

Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

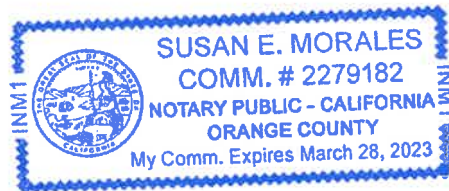
personally appeared Cheryl L. Thomas,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose
name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that
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I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001124475
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 2 Document Date 9/29/20

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

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 - ❖ 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.

Storm Drain Improvements

Bond No.: 1001124475

*Premium included with
the Performance Bond***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, 31462-22 dated _____, 20____, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Three Hundred Sixty-Five* 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 & NO/100ths (\$365,000.00)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 29, 2020.

(Seal)

American Contractors Indemnity Company

SURETY

By: Cheryl L. Thomas

Name: Cheryl L. Thomas

Title: Attorney-in-Fact

Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: [Signature]

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 4131 S. Main St.

Santa Ana, CA 92707

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 September 29, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Cheryl L. Thomas,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001124475
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 2 Document Date 9/29/20

CAPACITY 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. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf 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 power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted 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 Company subject to the following provisions:

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, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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 Company 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 hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

Signature
(seal)



I, Kia Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety 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 effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of SEP 29 2020.

Corporate Seals
Bond No. 1001124475
Agency No. 16590



Kia Lo, Assistant Secretary

Rev. 05 06 2020

Basic Gov (Sales Force) # PW2018-0263
File #

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No 31462-21**

Street | Improvements

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-21 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as Exhibit "A", in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as Exhibit "B" and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By
Mayor

Date _____

DEVELOPER SDC Fairway Canyon LLC,
a Delaware limited liability company

By 

Date July 23, 2020

Title: Authorized Signatory _____

Address:

2392 Morse Avenue _____
Irvine, CA 92614 _____

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 July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Basic Gov (Sales Force) #
File #

Street, Sewer & Storm Drain

Bond No.: 1001124467
Premium: \$18,360.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and 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 Two Hundred Twenty-Four* dollars (\$ 1,224,000.00) 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. *Thousand & N0/100ths

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: 

By: 

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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 July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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.

Susan E. Morales

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Street, Sewer & Storm Drain

Bond No.: 1001124467

*Premium included with
the Performance Bond*

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, 31462-21 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Million Two Hundred* 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. *Twenty-Four Thousand & N0/100ths (\$1,244,000.00)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: 

By: 

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

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

(Title or description of attached document continued)

Number of Pages Document Date

INSTRUCTIONS FOR COMPLETING THIS FORM

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- 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).
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- 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.
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 - ❖ 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.

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf 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 power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted 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 Company subject to the following provisions:

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, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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 Company 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 hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

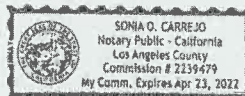
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety 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 effect, furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of JUL 23 2020

Corporate Seals
Bond No. 1001124467
Agency No. 16590



Kio Lo, Assistant Secretary

No further comments
PA/NV5
4/16/2020

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Tract No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain Improvements
DATE: 9-Apr-20

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

Construction Costs)	
Streets/Drainage	\$ 1,223,612.65
Sewer	\$ -
Total	\$ 1,223,612.65
Warranty Retention (22.5%)	\$ 275,312.85
Street/Drainage Plan Check Fees =	\$ 24,472.25
Sewer Plan Check Fees =	\$ 500.00
Street Inspection Fees =	\$ 36,708.38
Sewer Inspection Fees =	\$ 750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

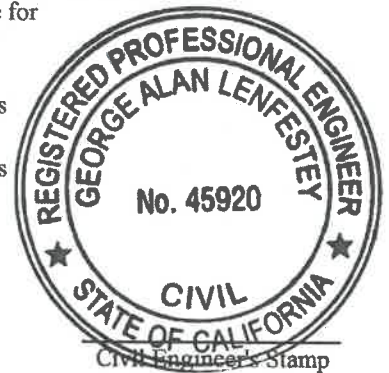
Above amounts do include additional 20% for recordation prior to having signed plans

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


Engineer's Signature

4/09/20
Date

George A. Lenfestey
Name typed or printed



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

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
2. Show Bond Amounts to the nearest \$500.
3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain Improv

DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
3,124	TON	Asphalt Concrete - 144 lbs/cu. Ft. (173,551 SF @ 0.25')	\$ 90.00	\$ 281,160
3,214	C.Y.	Aggregate Base Class II (173,551 SF@0.50')	\$ 50.00	\$ 160,700
7	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (173,551 SF)	\$ 600.00	\$ 4,200
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
10,351	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 103,510
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
3,140	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 31,400
33,637	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 201,822
24,048	SF	P.C.C. Drive Approach (16' Wide)	\$ 8.00	\$ 192,384
10	EA.	Handicapped Access Ramp	\$ 1,500.00	\$ 15,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	\$ 8.00	\$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL = \$ 990,176.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: t No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain Improver

DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
7	EA.	Street Name Sign	\$ 250.00	\$ 1,750
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 40.00	\$ -
-	L.F.	Barricades	\$ 28.00	\$ -
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1'/2 Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
-	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
-	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
-	EA.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
13	EA.	Gutter Depression for Curb Opening Catch Basin Case B	\$ 1,500.00	\$ 19,500
1	EA.	Gutter Depression for Curb Opening Catch Basin Case C	\$ 1,500.00	\$ 1,500
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	\$ 640.00	\$ -
5	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 1,000
5	EA.	Limit Line	\$ 75.00	\$ 375
5	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 1,250
1	EA.	W14-1 "DEAD END" Sign	\$ 250.00	\$ 250
				\$ -
				\$ -

SUBTOTAL = \$ 25,625.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain ImprovDATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 35.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 65.00	\$ -
-	L.F.	18" R.C.P.	\$ 60.00	\$ -
-	L.F.	24" R.C.P.	\$ 70.00	\$ -
	L.F.	30" R.C.P.	\$ 80.00	\$ -
-	L.F.	36" R.C.P.	\$ 90.00	\$ -
	L.F.	42" R.C.P.	\$ 100.00	\$ -
	L.F.	48 " RCP	\$ 110.00	\$ -
	L.F.	54" RCP	\$ 135.00	\$ -
	L.F.	60" RCP	\$ 160.00	\$ -
	L.F.	72" RCP	\$ 200.00	\$ -
	L.F.		\$ 1.00	\$ -
	L.F.		\$ 1.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
-	EA.	Drain Basin	\$ 400.00	\$ -
-	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
-	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
-	EA.	Riprap Headwall	\$ 1,000.00	\$ -
-	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.	Concrete Pipe Anchor & Stabilizer	\$ 250.00	\$ -
	L.F.	12" HDPE. Pipe	\$ 31.00	\$ -
	L.F.	36" HDPE. Pipe	\$ 75.00	\$ -

SUBTOTAL = \$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain Improv

DATE: 9-Apr-20

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain Improv

DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	\$ 2,500.00	\$ -
0	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
0	LS	Emergency Spillway	\$ 27,000.00	\$ -
0	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
0	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

A. Subtotal \$ 1,064,011

B. Contingency (15%) \$ 159,602

C. Streets/Drainage Total (A + B) \$ 1,223,613

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: No. 31462-21 (PA 26A-167 Lots) Street, Sewer & Storm Drain Improv

DATE: 9-Apr-20

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (167 Lots @ 25' Avg. Length & 5' for cleanout)	\$ 15.00	\$ -
-	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
-	L.F.	8" PVC	\$ 30.00	\$ -
-	L.F.	10" V.C.P.	\$ 35.00	\$ -
-	L.F.	12" V.C.P.	\$ 40.00	\$ -
-	L.F.	15" V.C.P.	\$ 50.00	\$ -
-	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ -
-	EA.	Drop Manholes	\$ 4,000.00	\$ -
-	EA.	Cleanouts	\$ 500.00	\$ -
-	EA.	Sewer Y's	\$ 25.00	\$ -
-	EA.	Chimneys	\$ 300.00	\$ -
-	EA.	Adjust M.H. to grade	\$ 340.00	\$ -
-	L.F.	Concrete Encasement	\$ 20.00	\$ -
-	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
-	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
-	EA.	Sewer Lift Station		\$ -
-	EA.	Backflow prevention device	\$ 250.00	\$ -
-	EA.	8" P.V.C. Misc. Fittings & Plugs	\$ 190.00	\$ -
-				\$ -

A.	Subtotal	\$ -
B.	Contingency (15% x A)	\$ -
C.	Sewer Total (A + B)	\$ -

Rev. 05 06 2020

Basic Gov (Sales Force) #
File #

PW2018-0266

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No 31462-22)
Street Improvements**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS ("Security Agreement") is made by and between CITY OF BEAUMONT ("CITY") and SDC Fairway Canyon LLC, a Delaware limited liability company ("DEVELOPER")

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 31462-22 ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BEAUMONT

By
Mayor

Date _____

DEVELOPER SDC Fairway Canyon LLC,
a Delaware limited liability company

By 

Date July 23, 2020

Title: Authorized Signatory _____

Address:

2392 Morse Avenue _____
Irvine, CA 92614 _____

Basic Gov (Sales Force) #
File #

Street Improvements

Bond No.: 1001124466
Premium: \$19,710.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated July 23, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and 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 Three Hundred Fourteen Thousand*dollars (\$ 1,314,000.00) 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 above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: 

By: 

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Bond No.: 1001124466
Premium included with
the Performance Bond

Street Improvements

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, 31462-22 dated July 23, 2023, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Million Three Hundred* 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. *Fourteen Thousand & N0/100ths (\$1,314,000.00)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on July 23, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: 

By: 

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On July 23, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
American Contractors Indemnity Company
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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- Securely attach this document to the signed document with a staple.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf 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 power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted 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 Company subject to the following provisions:

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, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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 Company 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 hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety 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 effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of JUL 23 2020.

Corporate Seals
Bond No. 1001124466
Agency No. 16590



Kio Lo, Assistant Secretary

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"FOR PLAN CHECK FEE PURPOSES"

PARCEL MAP OR TRACT NO.: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements
DATE: 9-Apr-20

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

	Construction Costs)
Streets/Drainage	\$ 1,313,786.34
Sewer	\$ -
Total	\$ 1,313,786.34
Warranty Retention (22.5%)	\$ 295,601.93
Street/Drainage Plan Check Fees =	\$ 26,275.73
Sewer Plan Check Fees =	\$ 500.00
Street Inspection Fees =	\$ 39,413.59
Sewer Inspection Fees =	\$ 750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

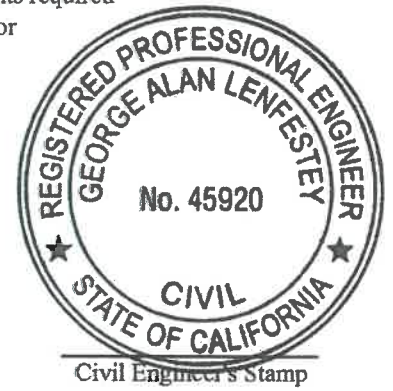
Above amounts do include additional 20% for recordation prior to having signed plans

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


Engineer's Signature

4/09/20
Date

George A. Lenfestey
Name typed or printed



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

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".
2. Show Bond Amounts to the nearest \$500.
3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street ImprovementsDATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	\$ 2.50	\$ -
	EA.	Remove Barricade	\$ 200.00	\$ -
1,810	TON	Asphalt Concrete - 144 lbs/cu. Ft. (100,545 SF @ 0.25')	\$ 90.00	\$ 162,900
1,862	C.Y.	Aggregate Base Class II (100,545 SF@0.50')	\$ 50.00	\$ 93,100
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (100,545 SF)	\$ 600.00	\$ 2,400
		apply at 0.05 + 0.03 = 0.08 gal/SY		\$ -
	S.F.	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	\$ 0.90	\$ -
	S.F.	Remove A.C. Pavement	\$ 0.50	\$ -
	L.F.	Curb and Gutter (Wedge Curb)	\$ 8.00	\$ -
5,802	L.F.	Curb and Gutter (Type A-6)	\$ 10.00	\$ 58,020
	L.F.	Curb and Gutter (Type A-8)	\$ 12.00	\$ -
	L.F.	Type "C" Curb	\$ 10.00	\$ -
	L.F.	Type "D" Curb	\$ 15.00	\$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	\$ 8.00	\$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	\$ 10.00	\$ -
801	S.F.	P.C.C. Cross Gutter and Spandrels	\$ 10.00	\$ 8,010
23,999	S.F.	P.C.C. Sidewalk	\$ 6.00	\$ 143,994
11,312	SF	P.C.C. Drive Approach (16' wide)	\$ 8.00	\$ 90,496
2	EA.	Handicapped Access Ramp Case A	\$ 2,000.00	\$ 4,000
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -

SUBTOTAL = \$ 562,920.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street ImprovementsDATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
2	EA.	Street Name Sign	\$ 250.00	\$ 500
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	\$ 40.00	\$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	\$ 40.00	\$ -
	L.F.	Barricades	\$ 28.00	\$ -
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1/2 Total length of streets)	\$ 10.00	\$ -
	L.F.	Chain Link Fence (6')	\$ 12.00	\$ -
	L.F.	Remove Fence	\$ 4.00	\$ -
	EA.	Remove Power Pole	\$ 1,200.00	\$ -
-	EA.	Street Lights (including conduit)	\$ 5,000.00	\$ -
-	EA.	Street Trees (15 gallon)	\$ 150.00	\$ -
	L.S.	Landscape and Irrigation	\$ -	\$ -
	EA.	Concrete Bulkhead	\$ 200.00	\$ -
	C.Y.	Structural Reinforced Concrete	\$ 400.00	\$ -
	EA.	Slope Anchors for Pipes	\$ 300.00	\$ -
	L.F.	Cut Off Wall (Std. 2')	\$ 5.50	\$ -
	EA.	A.C. Overside Drain	\$ 500.00	\$ -
	EA.	Under Sidewalk Drain	\$ 1,800.00	\$ -
	S.F.	Terrace Drains and Down Drains	\$ 6.50	\$ -
	S.F.	Interceptor Drains	\$ 6.50	\$ -
4	EA.	Gutter Depression for Curb Opening Catch Basin Case B	\$ 1,500.00	\$ 6,000
2	EA.	Gutter Depression for Curb Opening Catch Basin Case C	\$ 1,500.00	\$ 3,000
-	EA.	Access Driveway for Storm Drain at Cul-de-Sac	\$ 640.00	\$ -
1	EA.	"STOP" Pavement Marking	\$ 200.00	\$ 200
1	EA.	Limit Line	\$ 75.00	\$ 75
1	EA.	R1 "STOP SIGN"	\$ 250.00	\$ 250
	EA.	W53 "NOT A THROUGH STREET" Sign	\$ 250.00	\$ -
				\$ -
				\$ -

SUBTOTAL = \$ 10,025.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street ImprovementsDATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	\$ 35.00	\$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	\$ 40.00	\$ -
	C.Y.	Rip Rap (1 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Rip Rap (2 Ton) Method B	\$ 50.00	\$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	\$ 45.00	\$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	\$ 55.00	\$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	\$ 60.00	\$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	\$ 65.00	\$ -
-	L.F.	18" R.C.P.	\$ 113.00	\$ -
-	L.F.	24" R.C.P.	\$ 140.00	\$ -
	L.F.	30" R.C.P.	\$ 150.00	\$ -
-	L.F.	36" R.C.P.	\$ 155.00	\$ -
	L.F.	42" R.C.P.	\$ 160.00	\$ -
	L.F.	48 " RCP	\$ 165.00	\$ -
	L.F.	54" RCP	\$ 170.00	\$ -
	L.F.	60" RCP	\$ 175.00	\$ -
	EA.	H.D.P.E. Clean Out	\$ 400.00	\$ -
	EA.	Drain Basin	\$ 400.00	\$ -
	EA.	Curb Outlet	\$ 3,000.00	\$ -
	EA.	Fossil Filters	\$ 500.00	\$ -
	EA.	18" C.M.P. Wye	\$ 500.00	\$ -
	EA.	Riprap Headwall	\$ 1,000.00	\$ -
-	EA.	Concrete Collar	\$ 250.00	\$ -
	EA.	Outlet Structure	\$ 10,000.00	\$ -
	EA.	Concrete Pipe Anchor & Stabilizer	\$ 250.00	\$ -
	L.F.	12" HDPE. Pipe	\$ 31.00	\$ -
	L.F.	36" HDPE. Pipe	\$ 75.00	\$ -

SUBTOTAL = \$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements

DATE: 9-Apr-20

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	\$ 2,500.00	\$ -
	LS	Concrete Inlet Apron	\$ 11,000.00	\$ -
	LS	Emergency Spillway	\$ 27,000.00	\$ -
	LS	84" Storm Drain Grate	\$ 8,500.00	\$ -
	SF	3' Wide V-Gutter (945 LF)	\$ 4.00	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Subtotal: \$ -

- A. Subtotal \$ 1,142,423
 - B. Contingency (15%) \$ 171,363
 - C. Streets/Drainage Total (A + B) \$ 1,313,786
- *****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-22 (PA 26B-101 lots) Street Improvements

DATE: 9-Apr-20

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (101 Lots @ 25' Avg.)	\$ 15.00	\$ -
-	L.F.	4" P.V.C. Force Main & Fittings	\$ 26.00	\$ -
-	L.F.	8" PVC	\$ 30.00	\$ -
	L.F.	10" V.C.P.	\$ 35.00	\$ -
	L.F.	12" V.C.P.	\$ 40.00	\$ -
	L.F.	15" V.C.P.	\$ 50.00	\$ -
-	EA.	Standard or Terminus Manholes	\$ 2,500.00	\$ -
	EA.	Drop Manholes	\$ 4,000.00	\$ -
-	EA.	Cleanouts	\$ 500.00	\$ -
-	EA.	Sewer Y's	\$ 30.00	\$ -
-	EA.	Chimneys	\$ 300.00	\$ -
	EA.	Adjust M.H. to grade	\$ 340.00	\$ -
	L.F.	Concrete Encasement	\$ 20.00	\$ -
-	EA.	4" P.V.C. Misc. Fittings	\$ 120.00	\$ -
-	L.F.	Sewer Pipe Sleeving	\$ 36.00	\$ -
	EA.	Sewer Lift Station		\$ -
-	EA.	Backflow prevention device	\$ 250.00	\$ -
-	EA.	8" P.V.C. Misc. Fittings & Plugs	\$ 190.00	\$ -
				\$ -

A.	Subtotal	\$	-
B.	Contingency (15% x A)	\$	-
C.	Sewer Total (A + B)	\$	-

Basic Gov (Sales Force) #
File #

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No. TM 31462-21**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and

SDC Fairway Canyon LLC, a Delaware limited liability company,

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # TM 31462-21 ‘Map’). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

SDC Fairway Canyon LLC, a
DEVELOPER Delaware limited liability company

By: 
Dale Strickland

Date: SEPT 3, 2020

Title: _____
Authorized Signatory

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

Monumentation

EXHIBIT "A"

Bond No.: 1001124471
Premium: \$351.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated SEPT 3, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-21 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Twenty-Three Thousand Four Hundred & NO/100 dollars (\$ 23,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: [Signature]

By: [Signature]

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001124471
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ 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.

Bond No.: 1001124471
Premium included with
the Performance Bond

Monumentation

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, 31462-21 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Twenty-Three Thousand Four* 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. *Hundred & NO/100 (\$23,400.00)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3, 2020.

(Seal)

American Contractors Indemnity Company

SURETY

By: 

Name: Shane Wolf

Title: Attorney-in-Fact

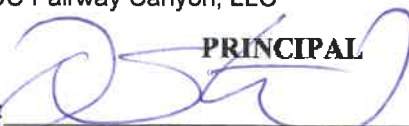
Address: 801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

SDC Fairway Canyon, LLC

PRINCIPAL

By: 

Name: Dale Strickland

Title: Authorized Signatory

By: _____

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

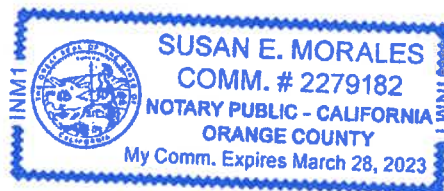
personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by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

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001124471
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation, (collectively, the "Companies"), do by these presents make, constitute and appoint
Gathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf 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 power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars (***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted 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 Company subject to the following provisions:

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, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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 Company 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 hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety 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 effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of SEP - 3 2020

Corporate Seals
Bond No. 1001124471
Agency No. 16590



Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

Basic Gov (Sales Force) #
File #

**AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS
FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN
(Tract Map/Parcel Map/Plot Plan No TM 31462-22**

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and SDC Fairway Canyon LLC, a Delaware limited liability company ,

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan TM 31462-22 (“Map”). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein. DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: 

SDC Fairway Canyon LLC, a
DEVELOPER Delaware limited liability

By: _____
Dale Strickland

Date: _____

Title: Authorized Signatory

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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- 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.
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 - ❖ 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.

Monumentation

EXHIBIT "A"

Bond No.: 1001124472
Premium: \$205.00/2 yrs.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and SDC Fairway Canyon, LLC (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 31462-22 which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Thirteen Thousand Six Hundred Fifty & NO/100 dollars (\$ 13,650.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By: 

By: 

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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 - ❖ 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.

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 September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001124472
(Title or description of attached document)

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

Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

Bond No.: 1001124472
Premium included with
the Performance Bond

Monumentation

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, 31462-22 dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Thirteen Thousand Six Hundred* 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.

*Fifty & N0/100 (\$13,650.00)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 3, 2020.

(Seal)

(Seal)

American Contractors Indemnity Company

SDC Fairway Canyon, LLC

SURETY

PRINCIPAL

By:  _____

By:  _____

Name: Shane Wolf

Name: Dale Strickland

Title: Attorney-in-Fact

Title: Authorized Signatory

Address: 801 S. Figueroa St., Suite 700

By: _____

Los Angeles, CA 90017

Name: _____

Title: _____

Address: 2392 Morse Ave.

Irvine, CA 92614

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Dale Strickland,
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon, LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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State of California }

County of Orange }

On September 3, 2020 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

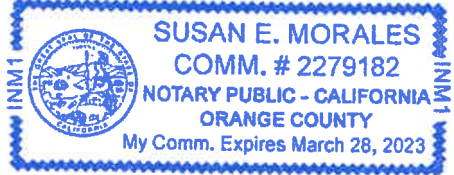
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name(s) is/are subscribed to the within instrument and acknowledged to me that
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his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, 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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Bond #1001124472
(Title or description of attached document)
American Contractors Indemnity Company
(Title or description of attached document continued)
Number of Pages 2 Document Date 9/3/20

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

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

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- Securely attach this document to the signed document with a staple.



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

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

Cathy S. Kennedy, Todd M. Rohm, Beata A. Sensi, Cheryl L. Thomas or Shane Wolf 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 power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Seventy Five Million***** Dollars

(***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted 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 Company subject to the following provisions:

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, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

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 Company 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 hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



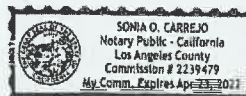
By:
Daniel P. Aguilar, Vice President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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.



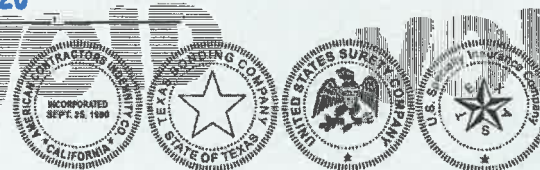
Signature (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety 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 effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of SEP - 3 2020

Corporate Seals
Bond No. 1001124472

Agency No. 16590



Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: November 17, 2020

SUBJECT: **Performance Bonds Acceptance and Security Agreement for Public Sewer Improvements for Beaumont Business Park- Phase 1, Parcel Map No. 35023**

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.

CJ Foods Manufacturing Beaumont Corporation (CJ Foods) is proposing to upsize an existing sewer line along Riscoe Circle, from Fourth Street, to approximately 400 feet south of Fourth Street in order to accommodate their request to discharge additional flows in relation to increased processing capabilities. The existing 8-inch will be removed and replaced with a 10-inch PVC sewer line. The upstream and downstream manholes will be modified to accept the larger diameter pipe. The asphaltic concrete (AC) pavement will be repaired in accordance with the City of Beaumont’s AC restoration detail. The trench will be restored in accordance with Eastern Municipal Water District and the pipe manufactures recommendations. The work will be performed per revision No. 1, on previously approved plans No. 1762A.

Additionally, the increased sewer flows that CJ Foods is requesting necessitates upgrades to the Cooper Creek Lift Station. Improvements include upgrading the system from a duplex system to a triplex system and replacing the existing pumps with larger pumps capable of handling the increased flow.

Table 1 is a summary of the security associated with Sewer Improvement by CJ Foods.

Table 1				
Security #	Security Type	Type of Improvement	Development/Tract #	Principal
9253572	Performance Bond	Sewer	Beaumont Business Park- Phase 1, Parcel Map No. 35023	CJ Foods
9253572	Payment Bond	Sewer	Beaumont Business Park- Phase 1, Parcel Map No. 35023	CJ Foods

City staff received the security agreement along with the performance and payment bond which is consistent with the City's municipal code. City staff recommends that City Council accept the securities listed in Table 1.

Fiscal Impact:

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

Recommended Action:

Accept the following Performance and Payment bonds and security agreement for Sewer Improvements for Beaumont Business Park- Phase 1, Parcel Map No. 35023.

Attachments:

- A. Performance and Payment Bond No. 9253572 and security agreements for Sewer Improvements

Basic Gov (Sales Force) # 2767
File # 1762

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

(Tract Map/Parcel Map/Plot Plan No. _____)
Sewer

THIS AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS (“Security Agreement”) is made by and between CITY OF BEAUMONT (“CITY”) and CJ Foods Manufacturing Beaumont Corporation a California [if other state specify the state] [corporation] or [limited liability company] or [limited partnership] (“DEVELOPER”).

RECITALS

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

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

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

AGREEMENT

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

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

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

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

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form required by California Government Code 66499.1 and attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form required by California Government Code Section 66499.2 attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

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

Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

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

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

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

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

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

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

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

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

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

11. Security for One-Year Warranty Period. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs. If no claims have been made under the warranty bond during the warranty period, City shall release the warranty bond. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

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

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

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

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

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

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

CITY OF BEAUMONT

By: _____
Mayor

Date: _____

DEVELOPER

By: _____


Date; 10/28/20

Title: Plant Director

Bond No. 9253572
Premium: \$5,483.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and CJ Foods Manufacturing Beaumont Corporation (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September 14, 2020, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. * which is hereby incorporated herein and made a part hereof; and

* CJ Foods - Public Sewer Plan 1762A Revision 1/Lift Station Upgrade

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

NOW, THEREFORE, we, the Principal and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Four Thousand Six Hundred Seventeen and 75/100 dollars (\$ 304,617.75) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on *, 2020.
*September 21

(Seal)

(Seal)

Fidelity and Deposit Company of Maryland

CJ Foods Manufacturing Beaumont Corporation

SURETY

PRINCIPAL

By: 

By: 

Name: Chelsea Arnold

Name: SUNGHJIY YUH

Title: Attorney-in-Fact

Title: CFO

Address: 2010 Crow Canyon Place, Suite 320 By: _____

San Ramon, CA 94583

Name: _____

Title: _____

Address: _____

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA 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 Los Angeles)

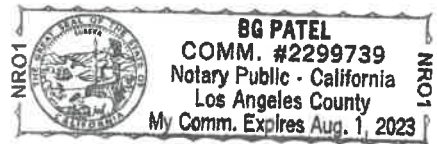
On 9/24/2020 before me, BG PATEL Notary Public
(here insert name and title of the officer)

personally appeared SUNG JIN YUN

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 [Handwritten Signature]

(Seal)

Optional Information

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond

containing 1 pages, and dated 9/24/2020

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

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

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

Method of Signer Identification

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

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

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

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 Contra Costa)

On SEP 21 2020 before me, Anibal Samuel Campos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chelsea Arnold
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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael J. COLZANI, Doreen A. GREEN, Daniel L. CENTONI, Steve CHILDS, Bonnie T. ATNIP, Kathleen EARLE, Benjamin WOLFE, Steven N. PASSERINE and Chelsea ARNOLD, all of San Ramon, California, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of May, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of September, 2020



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

Bond No. 9253572
Premium Included in Performance Bond

EXHIBIT "B"
PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and CJ Foods Manufacturing Beaumont Corporation (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated September 14, 2020, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of * dollars (\$ *), 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.

* Three Hundred Four Thousand Six Hundred Seventeen and 75/100 Dollars (\$304,617.75)

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on September 21, 2020.

(Seal)

(Seal)

Fidelity and Deposit Company of Maryland

CJ Foods Manufacturing Beaumont Corporation

SURETY

PRINCIPAL

By: 

By: 

Name: Chelsea Arnold

Name: AMY J. YUM

Title: Attorney-in-Fact

Title: CFO

Address: 2010 Crow Canyon Place, Suite 320

By: _____

San Ramon, CA 94583

Name: _____

Title: _____

Address: _____

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

CALIFORNIA 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 Los Angeles)

On 9/24/2020 before me, BG PATEE Notary Public
(here insert name and title of the officer)

personally appeared SUNG JIN YUN

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 [Handwritten Signature]

(Seal)

Optional Information

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Performance Bond

containing 1 pages, and dated 9/24/2020

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

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

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

Method of Signer Identification

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

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

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

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 Contra Costa)

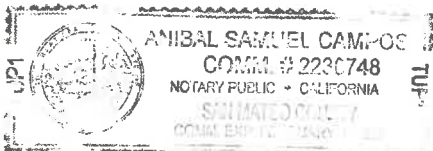
On SEP 21 2020 before me, Anibal Samuel Campos, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Chelsea Arnold
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____

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

Signer Is Representing: _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8. of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael J. COLZANI, Doreen A. GREEN, Daniel L. CENTONI, Steve CHILDS, Bonnie T. ATNIP, Kathleen EARLE, Benjamin WOLFE, Steven N. PASSERINE and Chelsea ARNOLD, all of San Ramon, California, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of May, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of September, 2020



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE: November 17, 2020

SUBJECT: **A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for an Easement for Public Utilities for Sewer Lift Station and the Offer of Dedication for an Easement for Access for Sorenstam Sewer Lift Station; Approve the Certificate of Acceptance for the Public Utilities and Access Easements; and Record the Offer of Dedication Documents with the Riverside County Clerk Recorder's Office**

Background and Analysis:

On October 7, 2003, City Council approved Tentative Map No. 31462. Tentative Map No. 31462 proposed four development phases. Three phases have been completed and the land divider, SDC Fairway Canyon, LLC, has started the final mapping process on phase four. Phase four includes Tract Map Nos. 31462-21, 31462-22, 37696, 37697, and 37698.

Phase four, in its entirety, requires a large lift station and substantial infrastructure improvements. SDC Fairway Canyon, LLC is proposing a smaller lift station to provide service to approximately 465 dwelling units in the interim. Additional dwelling units will require the construction of the permanent lift station and infrastructure.

Staff has reviewed and approved the lift station plans and sewer design calculations for the interim lift station submitted by SDC Fairway Canyon, LLC, and determined that they are in accordance with City design criteria. The interim lift station will be located west of Tukwet Canyon within the future right-of-way of Sorenstam Drive.

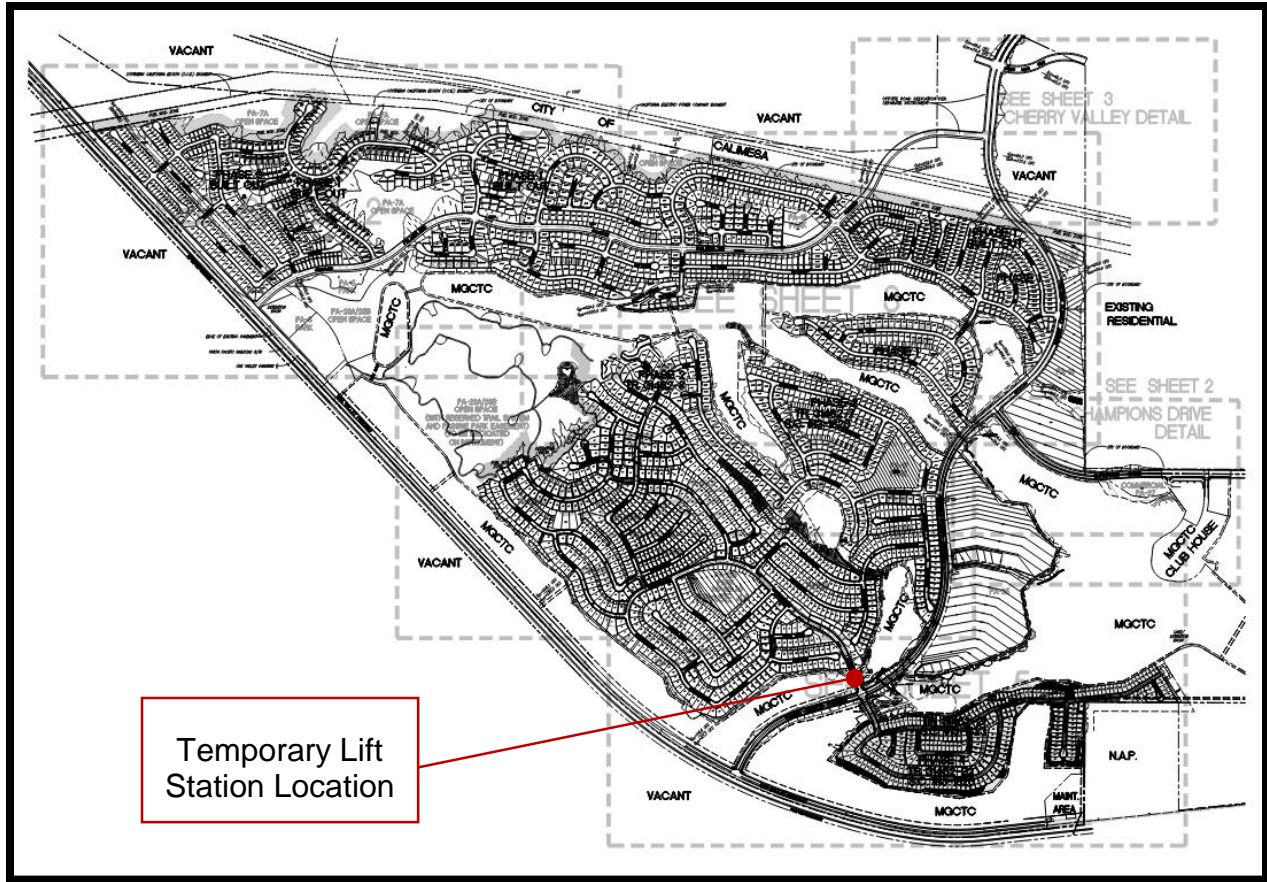


Figure 1- Tentative Map No. 31462

SDC Fairway Canyon, LLC is offering to dedicate two easements. A public utilities easement (1,314 square feet) and an easement for access to the Sorenstam sewer lift station (7,101 square feet). The public utility easement will provide the City the right to operate and maintain the lift station, while the access easement will allow the City to access utilities to the lift station being extended from Tukwet Canyon Road prior to Sorenstam Drive right-of-way being dedicated. Once the Sorenstam Drive right-of-way is dedicated the access easement will no longer be necessary. Once the permanent lift station is completed and on line, the interim lift station will be removed, and the utility easement will be abandoned.

Fiscal Impact:

The cost to prepare the staff report and City Attorney review the offer of dedication documents equates to approximately \$1,000. The applicant has paid the plan checking fees associated with plan checking the offer of dedication documents.

Recommended Action:

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

Attachments:

- A. Offer of Dedication Resolution
- B. Certificate of Acceptance
- C. Offer of Dedication Legal Description and plat map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE MAYOR TO ACCEPT THE OFFERS OF DEDICATION FOR AN EASEMENT FOR PUBLIC UTILITIES FOR SEWER LIFT STATION AND THE OFFER OF DEDICATION FOR AN EASEMENT FOR ACCESS FOR SORENSTAM SEWER LIFT STATION

WHEREAS, SDC Fairway Canyon, LLC, a Delaware Limited Liability Company has executed a Formal Offer of Dedication to the City of Beaumont for an easement for public utilities for sewer lift Station and an easement for access for Sorenstam Sewer Lift Station; and

WHEREAS, all of the sewer lift station and infrastructure improvements will be completed by developer; and

WHEREAS, City staff has determined that the sewer lift station and infrastructure improvement plans are approved and ready for construction; and

WHEREAS, Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance from the City Council; and

WHEREAS, Government Code Section 27281 also provides that the City Council may, by a resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a Certificate of Acceptance; and

WHEREAS, the City Council desires to delegate to the Mayor the authority to accept the within described real property interests on behalf of the City.

WHEREAS, a certificate of acceptance for accepting the aforementioned easements will be recorded with the Riverside County Clerk Recorder’s Office once the resolution is adopted by City Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize accepting an Easement for public Utilities For Sewer Lift Station and an Easement For Access For Sorenstam Sewer Lift Station identified in **Exhibit “A”** attached hereto and made a part hereof by this reference:

Provision 1. Recordation of the aforementioned certificate of acceptance shall be executed by the Mayor and recorded with the Riverside County Clerk Recorder’s Office

MOVED, PASSED AND ADOPTED this 17th day of November 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Rey Santos, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Offer of Dedication dated November 17, 2020 from SDC Fairway Canyon, LLC, a Delaware Limited Liability Company, 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: _____
Rey Santos, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By: _____

PW2020-049

Item 6.

Recording Requested By:

When Recorded Mail To:
 City of Beaumont Planning Dept.
 550 E. Sixth Street
 Beaumont, CA 92223

BLDG OK 9/11/20

PLAN OK 9/14/20

PW OK 9/18/20

OFFER OF DEDICATION NO. 2020-EA-001

SDC Fairway Canyon LLC
 (Property Owner(s))

hereby irrevocably offer to DEDICATE to the CITY OF BEAUMONT, an Easement for Public Utilities for Sewer lift Station, for the real property in the County of Riverside, State of California, described as follows: an easement as described and shown on exhibits A and B attached

SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED) **DEPARTMENT USE ONLY**

Signature [Handwritten Signature]
 Title/company (if applicable) AUTHORIZED SIGNATORY

Signature _____
 See Attached Notary

MAIL TAX STATEMENTS TO:


This Offer of Dedication No. _____ is approved

By: Jay S. Fahrion

Title: Jay S Fahrion PLS, City Surveyor

Date: August 28, 2020

SURVEY DEPARTMENT APPROVAL



PROFESSIONAL LAND SURVEYOR
 JAY S. FAHRION
 No. LS.8207
 STATE OF CALIFORNIA

Recording Requested By:

When Recorded Mail To:
 City of Beaumont Planning Dept.
 550 E. Sixth Street
 Beaumont, CA 92223

OFFER OF DEDICATION NO. 2020-EA-001

SDC Fairway Canyon LLC
 (Property Owner(s))

hereby irrevocably offer to DEDICATE to the CITY OF BEAUMONT, an Easement for Public Utilities for Sewer lift Station, for the real property in the County of Riverside, State of California, described as follows: an easement as described and shown on exhibits A and B attached

SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED) **DEPARTMENT USE ONLY**

Signature [Handwritten Signature]
 Title/company (if applicable) AUTHORIZED SIGNATORY

Signature _____
 See Attached Notary

MAIL TAX STATEMENTS TO:


This Offer of Dedication No. _____ Is approved

By: Jay S. Fahrion

Title: Jay S Fahrion PLS, City Surveyor

Date: August 28, 2020

SURVEY DEPARTMENT APPROVAL



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 July 21, 2020 before me, Susan E. Morales, Notary Public
(Print exact name and title of the officer)

personally appeared Dale Strickland
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.

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

SDC Fairway Canyon LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

_____ (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT PUBLIC UTILITY EASEMENT
OFFER OF DEDICATION No. 2020-EA-001

BEING A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LLA-13, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 19, 2004, AS INSTRUMENT No. 2004-0826803, OF OFFICIAL RECORDS OF SAID COUNTY AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, AND SECTION 1, TOWNSHIP 3 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL "B", SAID POINT BEING THE SOUTHERLY TERMINUS OF LINE DESCRIBED AS NORTH 20°17'40" EAST, 705.37' FEET ON SAID LOT LINE ADJUSTMENT 04-LLA-13;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "B", SOUTH 23°55'24" EAST, A DISTANCE OF 63.78 FEET;

THENCE LEAVING SAID EASTERLY LINE, SOUTH 66°04'36" WEST, A DISTANCE OF 12.40 FEET, TO THE **TRUE POINT OF BEGINNING**.

THENCE SOUTH 68°00'48" WEST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 21°59'12" EAST, A DISTANCE OF 73.00 FEET;

THENCE NORTH 68°00'48" EAST, A DISTANCE OF 18.00 FEET;

THENCE NORTH 21°59'12" WEST, A DISTANCE OF 73.00 FEET, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1,314 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF.

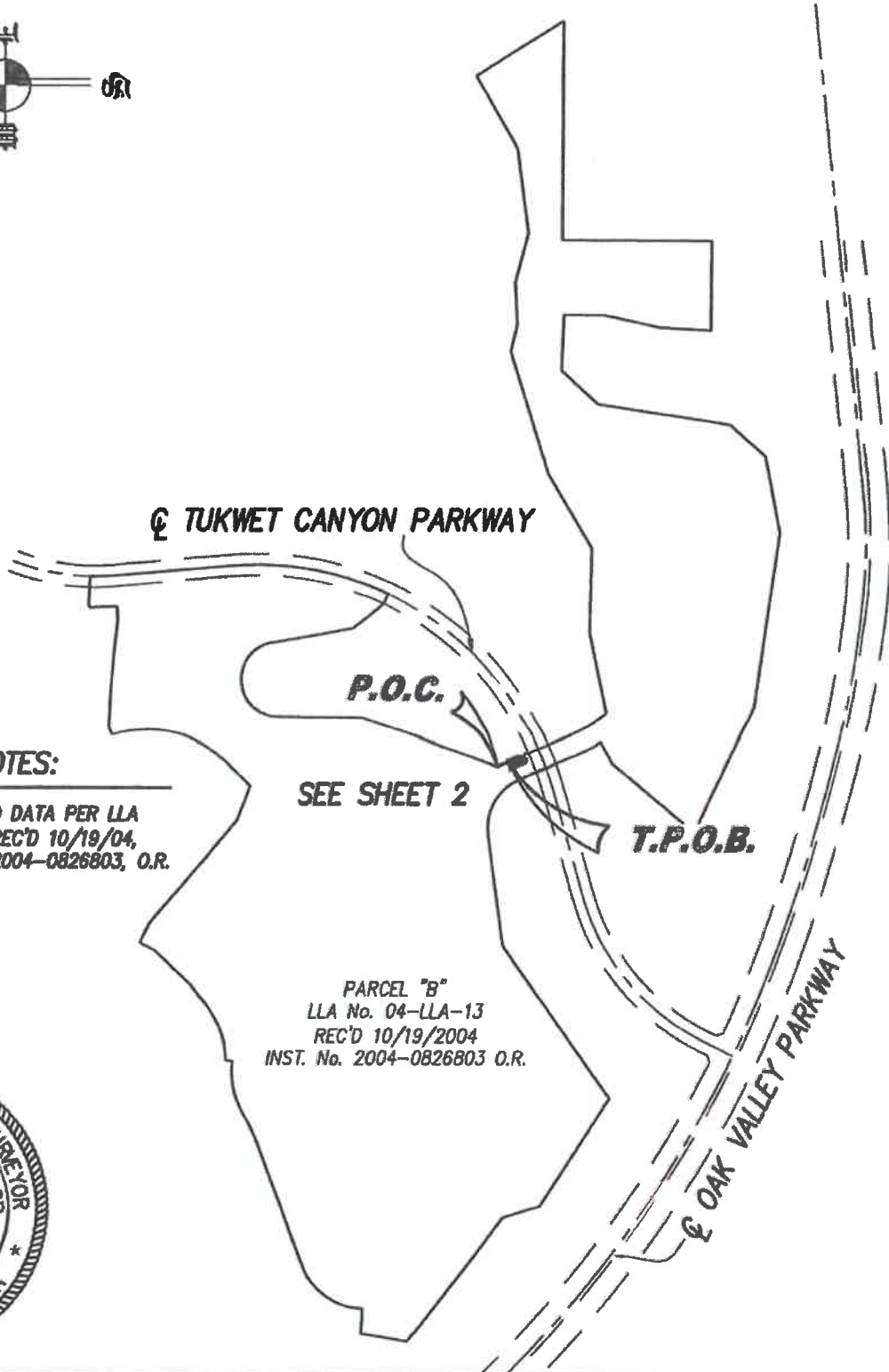
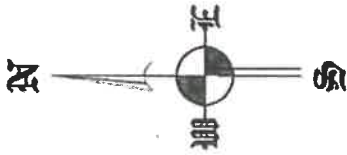
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



MIGUEL A. VILASENOR
PLS 8509

DATE: 8/12/20





SURVEYOR'S NOTES:

() INDICATES RECORD DATA PER LLA
No. 04-LLA-13, REC'D 10/19/04,
INSTRUMENT No. 2004-0826803, O.R.

SEE SHEET 2

PARCEL "B"
LLA No. 04-LLA-13
REC'D 10/19/2004
INST. No. 2004-0826803 O.R.



PREPARED BY:
**PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.**

25109 JEFFERSON AVE., SUITE 200
MURRIETA, CA 92562
951-200-6842

PREPARED UNDER THE SUPERVISION OF:

Miguel
MIGUEL A. VILLASEÑOR
EXPIRES 12-31-20

8/12/20
DATE

EXHIBIT "B"

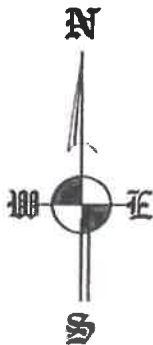
PUBLIC UTILITY EASEMENT

SECTION 1, T.3.S., R.2.W., S.B.B.M.
SECTION 36, T.2.S., R.2.W., S.B.B.M.

DATE: 06/12/20

SCALE: 1"=800'

SHEET 1 OF 2



PARCEL "B"
LLA No. 04-LLA-13
REC'D 10/19/2004
INST. No. 2004-0826803 O.R.


P.O.C.

PARCEL "M"
LLA No. 4188
INST. No. 2000-039255 O.R.

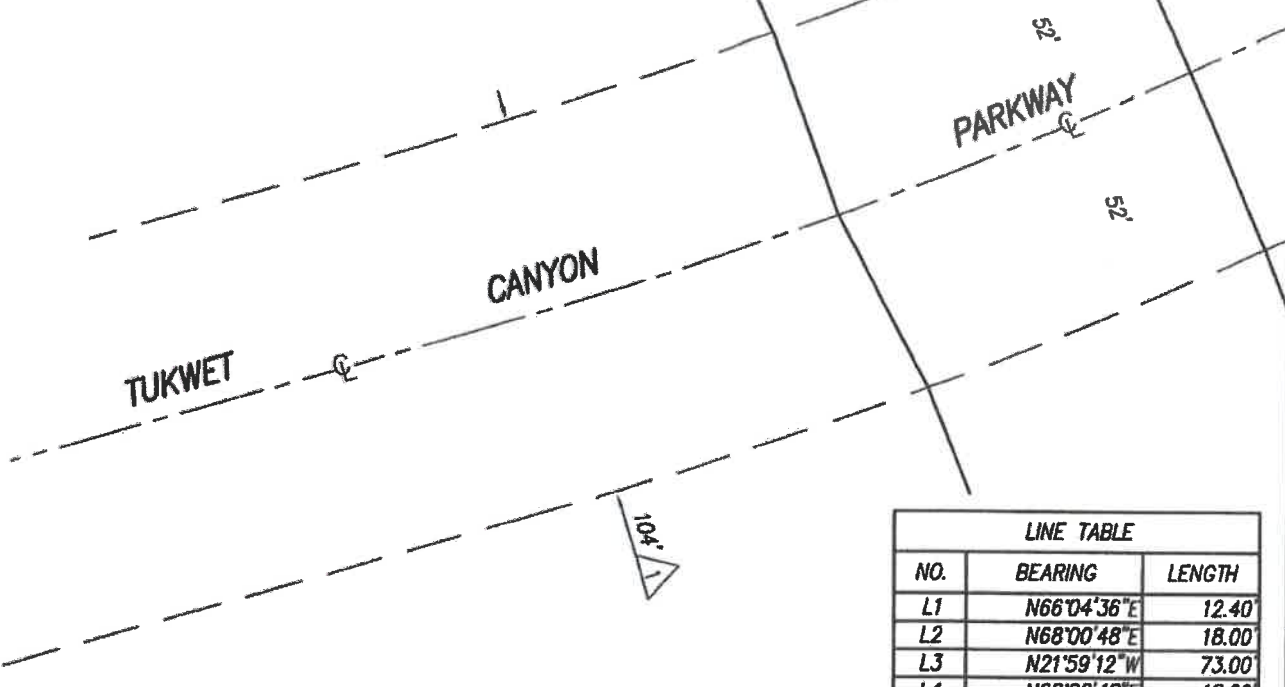
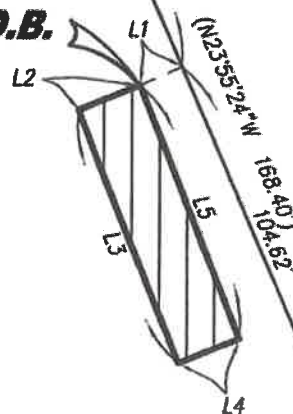
LEGEND:

 **EASEMENT DEDICATION AREA**
1,314.00 S.F. (0.03 AC)

EASEMENT NOTES:

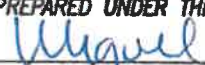
 A 104' WIDE EASEMENT FOR PUBLIC ROADS, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED 06/02/1999, AS INSTRUMENT No. 241545, O.R.

T.P.O.B.



LINE TABLE		
NO.	BEARING	LENGTH
L1	N66°04'36"E	12.40
L2	N68°00'48"E	18.00
L3	N21°59'12"W	73.00
L4	N68°00'48"E	18.00
L5	N21°59'12"W	73.00

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

PREPARED UNDER THE SUPERVISION OF:

MIGUEL A. VILLASENOR
EXPIRES 12-31-20


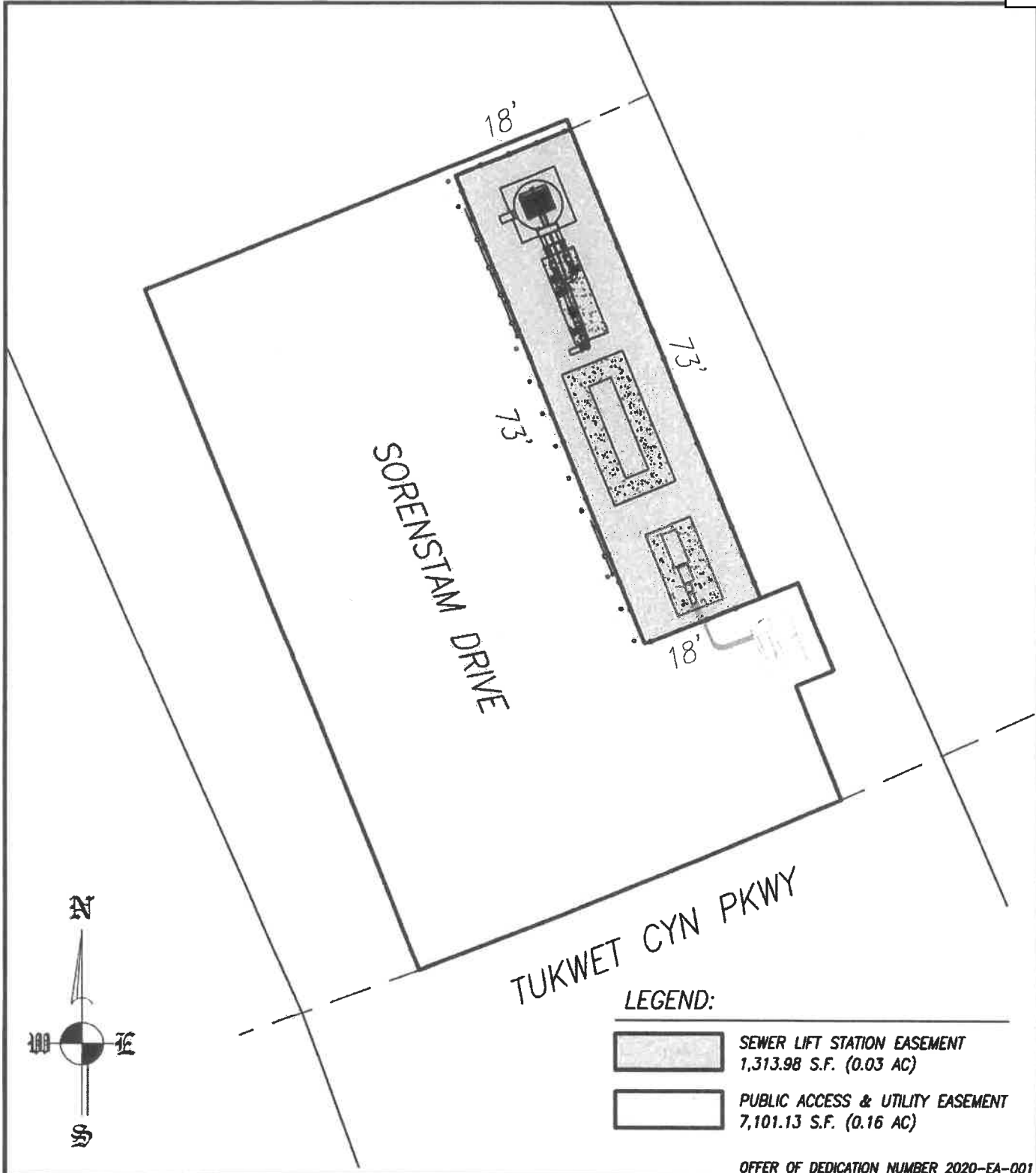

DATE

EXHIBIT "B"

PUBLIC UTILITY EASEMENT
SECTION 1, T.3.S., R.2.W., S.B.B.M.
SECTION 36, T.2.S., R.2.W., S.B.B.M.

DATE: 06/12/20 SCALE: 1"=50' SHEET 2 OF 2



LEGEND:



SEWER LIFT STATION EASEMENT
1,313.98 S.F. (0.03 AC)



PUBLIC ACCESS & UTILITY EASEMENT
7,101.13 S.F. (0.16 AC)

OFFER OF DEDICATION NUMBER 2020-EA-001

PREPARED BY:

**PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.**
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

EXHIBIT "C"
**PUBLIC ROAD AND
UTILITY EASMENT**

DATE: 08/12/20

SCALE: 1"=20'

SHEET 1 OF 1

Recording Requested By:

When Recorded Mail To:
 City of Beaumont Planning Dept.
 550 E. Sixth Street
 Beaumont, CA 92223

BLDG OK 9/11/20

PLAN OK 9/14/20

PW OK 9/18/20


OFFER OF DEDICATION NO. 2020-EA-002

SDC Fairway Canyon LLC
 (Property Owner(s))

hereby Irrevocably offer to DEDICATE to the CITY OF BEAUMONT, an Easement for Access to Sorenstam Sewer Lift Station, for the real property in the County of Riverside, State of California, described as follows: an easement as described and shown on exhibits A and B attached

SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED)

DEPARTMENT USE ONLY

Signature 
 Title/company (if applicable) Authorized Signatory
 Signature _____
 See Attached Notary

This Offer of Dedication No. _____ is approved

By: Jay S. Fahrion

Title: Jay S Fahrion PLS, City Surveyor

Date: August 28, 2020

SURVEY DEPARTMENT APPROVAL



MAIL TAX STATEMENTS TO:

Recording Requested By:

When Recorded Mail To:
City of Beaumont Planning Dept.
550 E. Sixth Street
Beaumont, CA 92223

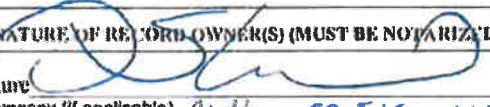
OFFER OF DEDICATION NO. 2020-EA-002

SDC Fairway Canyon LLC
(Property Owner(s))

hereby irrevocably offer to DEDICATE to the CITY OF BEAUMONT, an Easement for Access to Sorenstam Sewer Lift Station, for the real property in the County of Riverside, State of California, described as follows: an easement as described and shown on exhibits A and B attached

SIGNATURE OF RECORD OWNER(S) (MUST BE NOTARIZED)

DEPARTMENT USE ONLY

Signature 
Title/company (if applicable) Authorized Signatory

Signature _____
See Attached Notary

This Offer of Dedication No. _____ is approved

By: Jay S. Fahrion

Title: Jay S Fahrion PLS, City Surveyor

Date: August 28, 2020

SURVEY DEPARTMENT APPROVAL



MAIL TAX STATEMENTS TO:

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 July 21, 2020 before me, Susan E. Morales, Notary Public
(Please insert name and title of the officer)

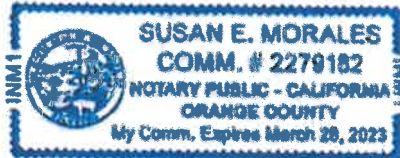
personally appeared Dale Strickland
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Susan E. Morales
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
SDC Fairway Canyon LLC
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other Authorized Signatory

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF BEAUMONT PUBLIC ROAD AND PUBLIC UTILITY EASEMENT
OFFER OF DEDICATION No. 2020-EA-002

BEING A PORTION OF PARCEL "B" OF LOT LINE ADJUSTMENT 04-LLA-13, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECORDED OCTOBER 19, 2004, AS INSTRUMENT No. 2004-0826803, OF OFFICIAL RECORDS OF SAID COUNTY AND LYING WITHIN SECTION 36, TOWNSHIP 2 SOUTH, RANGE 2 WEST, AND SECTION 1, TOWNSHIP 3 SOUTH, RANGE 2 WEST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERLY LINE OF SAID PARCEL "B", SAID POINT BEING THE SOUTHERLY TERMINUS OF LINE DESCRIBED AS NORTH 20°17'40" EAST, 705.37' FEET ON SAID LOT LINE ADJUSTMENT 04-LLA-13;

THENCE ALONG THE EASTERLY LINE OF SAID PARCEL "B", SOUTH 23°55'24" EAST, A DISTANCE OF 168.40 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF TUKWET CANYON PARKWAY, 104.00 FEET WIDE, DESCRIBED AS PARCEL 1 IN DECLARATION OF DEDICATION RECORDED JUNE 2, 1999, AS INSTRUMENT No. 241545 OF OFFICIAL RECORDS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1448.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 23°55'24" WEST;

THENCE SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'51" AN ARC LENGTH OF 15.94 FEET, TO THE **TRUE POINT OF BEGINNING**, A RADIAL LINE TO SAID POINT BEARS NORTH 23°17'33" WEST;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 02°36'42" AN ARC LENGTH OF 66.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 20°40'51" WEST;

THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 21°59'12" WEST, A DISTANCE OF 106.09 FEET;

THENCE NORTH 68°00'48" EAST, A DISTANCE OF 66.00 FEET;

THENCE SOUTH 21°59'12" EAST, A DISTANCE OF 74.50 FEET;

THENCE NORTH 68°00'48" EAST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 21°59'12" EAST, A DISTANCE OF 13.83 FEET;


THENCE SOUTH 68°00'48" WEST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 21°59'12" EAST, A DISTANCE OF 17.76 FEET, TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 7,101 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF.

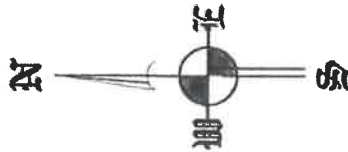
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.



MIGUEL A. VILASEÑOR
PLS 8509

DATE: 8/12/20





⊕ TUKWET CANYON PARKWAY

P.O.C.

T.P.O.B.

SEE SHEET 2

SURVEYOR'S NOTES:

() INDICATES RECORD DATA PER LLA
No. 04-LLA-13, REC'D 10/19/04,
INSTRUMENT No. 2004-0826803, O.R.

PARCEL "B"
LLA No. 04-LLA-13
REC'D 10/19/2004
INST. No. 2004-0826803 O.R.



⊕ OAK VALLEY PARKWAY

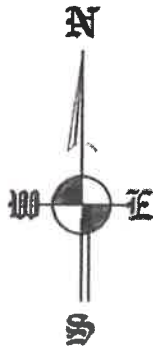
PREPARED BY:
**PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.**
25109 JEFFERSON AVE., SUITE 200
MURRIETA, CA 92562
951-200-0840

PREPARED UNDER THE SUPERVISION OF:
Miguel *8/12/20*
MIGUEL A. VILLASEÑOR DATE
EXPIRES 12-31-20

EXHIBIT "B"

**PUBLIC ROAD AND
PUBLIC UTILITY EASEMENT**
SECTION 1, T.3.S., R.2.W., S.B.B.M.
SECTION 36, T.2.S., R.2.W., S.B.B.M.

DATE: 06/12/20 SCALE: 1"=800' SHEET 1 OF 2



PARCEL "B"
LLA No. 04-LLA-13
REC'D 10/19/2004
INST. No. 2004-0826803 O.R.

P.O.C.

PARCEL "M"
LLA No. 4188
INST. No. 2000-039255 O.R.

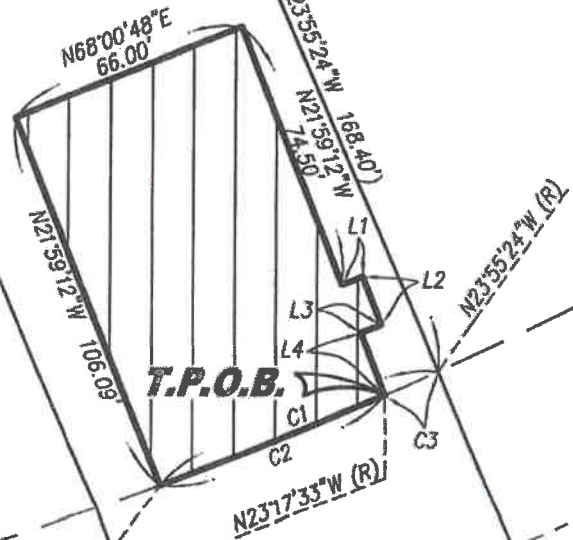
LEGEND:

EASEMENT DEDICATION AREA
7,101.13 S.F. (0.16 AC)

EASEMENT NOTES:

PARCEL 1, A 104' WIDE EASEMENT FOR PUBLIC ROADS, UTILITIES, AND DRAINAGE PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE RECORDED 06/02/1999, AS INSTRUMENT No. 241545, O.R.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N68°00'48"E	6.00'
L2	N21°59'12"W	13.83'
L3	N68°00'48"E	6.00'
L4	N21°59'12"W	17.76'



ARC TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	Δ=03°14'33"	1448.00'	81.95'
C2	Δ=02°36'42"	1448.00'	66.00'
C3	Δ=00°37'51"	1448.00'	15.94'

PREPARED BY:
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6860

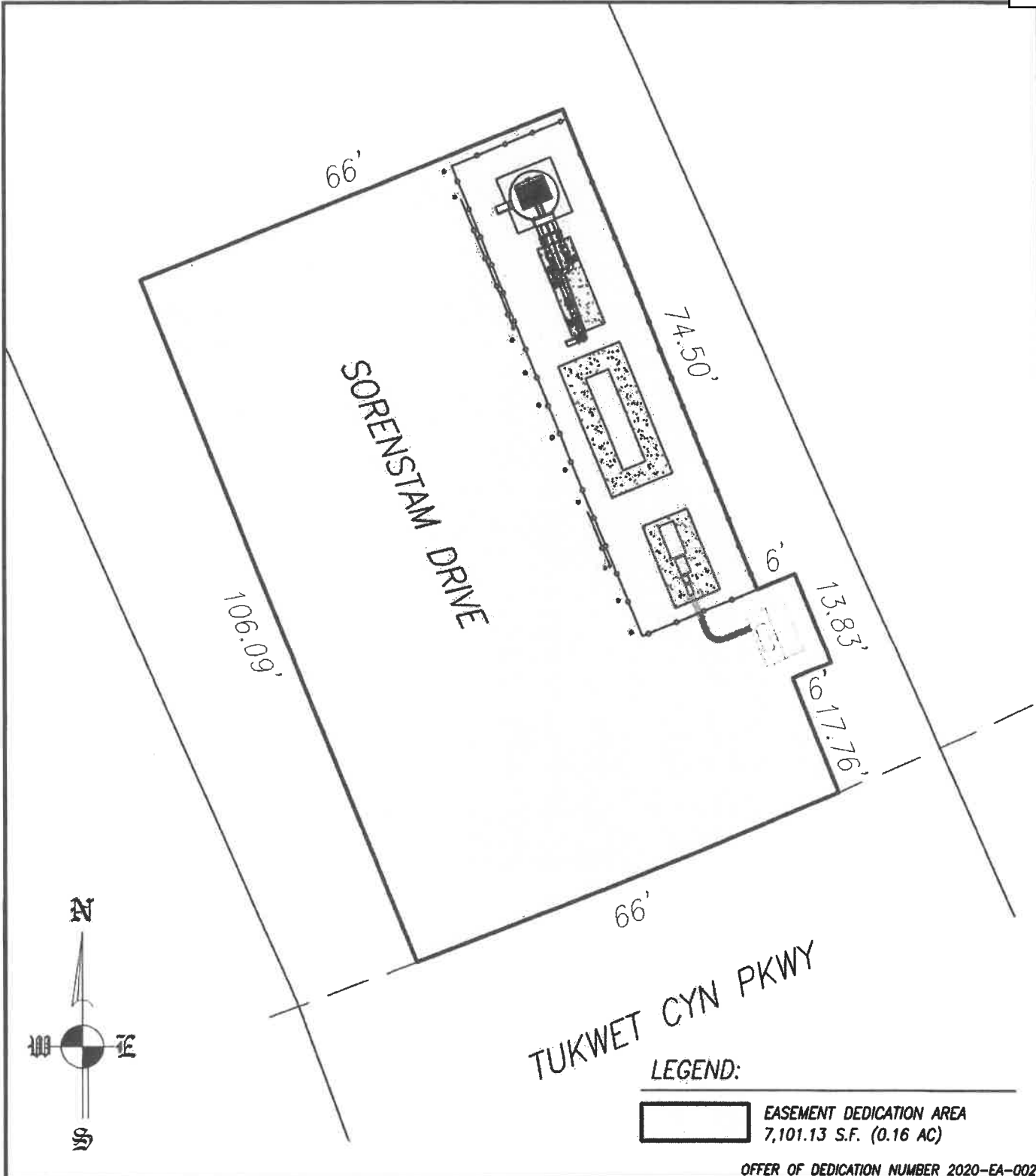
PREPARED UNDER THE SUPERVISION OF:

8/12/20
MIGUEL A. VILLASENOR DATE
EXPIRES 12-31-20


EXHIBIT "B"

PUBLIC ROAD AND PUBLIC UTILITY EASEMENT
SECTION 1, T.3.S., R.2.W., S.B.B.M.
SECTION 36, T.2.S., R.2.W., S.B.B.M.

DATE: 06/12/20 SCALE: 1"=50' SHEET 2 OF 2



LEGEND:

 EASEMENT DEDICATION AREA
7,101.13 S.F. (0.16 AC)

OFFER OF DEDICATION NUMBER 2020-EA-002

PREPARED BY:

**PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.**
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

EXHIBIT "C"
**PUBLIC ROAD AND
PUBLIC UTILITY EASEMENT
WITH LIFT STATION**

DATE: 06/12/20	SCALE: 1"=20'	SHEET 1 OF 1
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Staff Report

TO: City Council
FROM: Jeff Hart, Director of Public Works
DATE: November 17, 2020
SUBJECT: Authorize the Mayor to Execute the Notice of Completion for the Seneca Springs Lift Station Repair Project and Record the Notice of Completion with the Riverside County Clerk Recorder’s Office

Background and Analysis:

On July 7, 2020, City Council approved a Public Works agreement with The Van Dyke Corporation (Contractor), for construction services of the Seneca Springs Lift Station Repair Project (Project).

The Project’s scope of work consisted of installing new pipe supports, a four-inch emergency bypass connection, modifying the existing six-inch bypass connection, and reconnecting a four-inch drain. The original construction budget was \$38,720. During construction there was one change order in the amount of \$3,796.76 for removal of approximately 36-inch thick concrete backfill that was discovered along the four-inch drain alignment.

The Contractor has completed the Project’s scope of work satisfactorily per plans and specifications. A Notice of Completion (NOC) document is provided as Attachment A.

Fiscal Impact:

Construction PO #	Original Construction Contract Amount	Contingency	Total Change Orders	Remaining Funds
PO 20/21 0652	\$38,720.00	\$5,000.00	(\$3,796.76)	\$1,203.24

Recommended Action:

Authorize the Mayor to execute the Notice of Completion for the Seneca Springs Lift Station Repair Project, and
Record the Notice of Completion with the Riverside County Clerk Recorder's Office.

Attachments:

- A. NOC for Seneca Springs Lift Station Repair Project

**When Recorded Return
Original To:**

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

NO RECORDING FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383

NOTICE OF COMPLETION

NOTICE is hereby given that the CITY OF BEAUMONT, 550 East 6th Street, Beaumont, California, 92223, a municipal corporation, is owner in fee of an easement in the property hereinafter described. Said owner caused a work of improvement on the property hereinafter described and was COMPLETED on September 23, 2020 by The Van Dyke Corporation, contractor.

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 1, Township 3 South, Range 1 West, San Bernardino Meridian, said property having an address of 1390 Potrero Boulevard, Beaumont CA 92223.

SENECA SPRINGS LIFT STATION REPAIR PROJECT

Date

Rey Santos,
Mayor of the City of Beaumont, CA

VERIFICATION:

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

Date

Rey 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 Rey 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)



Staff Report

TO: City Council
FROM: Jeff Mohlenkamp, Finance Director
DATE: November 17, 2020
SUBJECT: **FY 2021 General Fund and Wastewater Fund Budget to Actual through September 2020**

Background and Analysis:

Staff has updated the analysis of the General Fund and Wastewater Fund for FY 2020-21 with results through September 2020.

This early analysis of the budget to actual results for FY 2021 is included in the attached spreadsheets.

Fiscal Impact:

No fiscal impact.

Recommended Action:

Receive and file.

Attachments:

- A. FY 2021 General Fund Budget to Actual Report – through September 2020
- B. FY 2021 Wastewater Fund Budget to Actual Report – through September 2020



SubCategory	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	FY 2021 Budget	FY 2021 Estimate	Notes
Fund: 100 - GENERAL FUND						
Revenue						
Category: 40 - TAXES						
400 - Real Property Taxes	\$ 330,024	\$ 116,634	\$ 471,519	\$ 6,174,605	\$ 6,200,000	
403 - Personal Property Taxes	\$ -	\$ 155,790	\$ 11,526	\$ 267,137	\$ 317,000	
406 - Franchise Fees	\$ 49,548	\$ 6,095,309	\$ 1,050,000	\$ 3,019,846	\$ 3,049,000	
409 - Sales Taxes	\$ 885,928	\$ 1,022,772	\$ 1,176,147	\$ 5,725,048	\$ 5,725,000	
420 - Other Taxes	\$ 524,190	\$ 518,083	\$ 568,292	\$ 7,133,745	\$ 7,134,000	
Total Category: 40 - TAXES:	\$ 1,789,691	\$ 7,908,588	\$ 3,277,483	\$ 22,320,381	\$ 22,425,000	Incorporates budget adjustments
Category: 41 - LICENSES						
430 - Business Licenses	\$ 69,414	\$ 120,508	\$ 192,466	\$ 325,000	\$ 325,000	
Total Category: 41 - LICENSES:	\$ 69,414	\$ 120,508	\$ 192,466	\$ 325,000	\$ 325,000	
Category: 42 - PERMITS						
450 - Building Permits	\$ 2,337,260	\$ 590,891	\$ 416,818	\$ 2,200,000	\$ 1,900,000	
453 - Inspections	\$ 135,672	\$ 61,489	\$ 117,100	\$ 210,000	\$ 275,000	
456 - Other Permits	\$ 263,669	\$ 164,013	\$ 145,794	\$ 417,500	\$ 428,000	
515 - Public Works	\$ 52	\$ -	\$ -	\$ -	\$ -	
Total Category: 42 - PERMITS:	\$ 2,736,652	\$ 816,393	\$ 679,711	\$ 2,827,500	\$ 2,603,000	Revenues lagging behind budget targets
Category: 45 - INTERGOVERNMENTAL						
465 - State	\$ 20,062	\$ -	\$ -	\$ -	\$ -	
470 - Local	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Category: 45 - INTERGOVERNMENTAL:	\$ 20,062	\$ -	\$ -	\$ -	\$ -	
Category: 47 - CHARGES FOR SERVICE						
500 - Sanitation	\$ 1,859,373	\$ 112,615	\$ 13,332	\$ -	\$ -	
505 - Animal Control	\$ 24,623	\$ 35,740	\$ 20,928	\$ 119,450	\$ 78,000	
510 - Community Development	\$ 2,038	\$ 2,072	\$ 1,130	\$ 5,500	\$ 3,800	
515 - Public Works	\$ 6,085	\$ 2,713	\$ 41,098	\$ 7,900	\$ 65,000	
525 - Abatements	\$ 3,852	\$ 1,250	\$ 5,843	\$ 54,500	\$ 32,000	
530 - Public Safety	\$ 38,368	\$ 38,091	\$ (16,309)	\$ 537,850	\$ 535,000	
535 - Facilities	\$ 46,418	\$ 46,675	\$ 31,330	\$ 125,000	\$ 81,000	
540 - Programs	\$ 56,081	\$ 44,432	\$ 500	\$ 20,000	\$ 8,000	
545 - Other	\$ 47,092	\$ 17,370	\$ 29,192	\$ 148,200	\$ 96,000	
Total Category: 47 - CHARGES FOR SERVICE:	\$ 2,083,931	\$ 300,958	\$ 127,046	\$ 1,018,400	\$ 898,800	
Category: 50 - FINES AND FORFEITURES						
555 - Vehicle	\$ 15,054	\$ 24,906	\$ 14,703	\$ 70,000	\$ 57,000	
557 - Other	\$ 410	\$ 11,357	\$ 15,059	\$ 45,000	\$ 51,000	
Total Category: 50 - FINES AND FORFEITURES:	\$ 15,465	\$ 36,263	\$ 29,762	\$ 115,000	\$ 108,000	
Category: 53 - COST RECOVERY						
465 - State	\$ 8,139	\$ 18,059	\$ -	\$ 25,000	\$ 25,000	
565 - Other Income	\$ 121,030	\$ 59,726	\$ 22,448	\$ 334,000	\$ 334,000	

Total Category: 53 - COST RECOVERY:	\$ 129,169	\$ 77,785	\$ 22,448	\$ 359,000	\$ 359,000	
Category: 54 - MISCELLANEOUS REVENUES						
560 - Investment Earnings	\$ 78	\$ 51,833	\$ 128,465	\$ 170,000	\$ 345,000	
565 - Other Income	\$ 5,442	\$ 146,825	\$ 216,554	\$ 154,500	\$ 382,000	
Total Category: 54 - MISCELLANEOUS REVENUES:	\$ 5,520	\$ 198,657	\$ 345,019	\$ 324,500	\$ 727,000	
Category: 58 - OTHER FINANCING SOURCES						
595 - Sale of Assets	\$ -	\$ 9,465	\$ -	\$ 15,000	\$ 15,000	
599 - Other	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Category: 58 - OTHER FINANCING SOURCES:	\$ -	\$ 9,465	\$ -	\$ 15,000	\$ 15,000	
Category: 90 - TRANSFERS						
900 - Transfers	\$ (510,108)	\$ 580,656	\$ 1,733,821	\$ 8,549,581	\$ 8,549,000	
Total Category: 90 - TRANSFERS:	\$ (510,108)	\$ 580,656	\$ 1,733,821	\$ 8,549,581	\$ 8,549,000	
Total Revenue:	\$ 6,339,795	\$ 10,049,273	\$ 6,407,756	\$ 35,854,362	\$ 36,009,800	
Expense						
Category: 60 - PERSONNEL SERVICES						
600 - SALARIES AND WAGES	\$ 3,411,284	\$ 3,488,822	\$ 3,562,151	\$ 13,179,560	\$ 12,610,000	
610 - BENEFITS	\$ 1,876,358	\$ 2,936,499	\$ 2,302,777	\$ 6,073,295	\$ 5,940,000	PERS prepayment included in October numbers
615 - OTHER	\$ 195,166	\$ 263,496	\$ 204,961	\$ 478,509	\$ 567,000	
Total Category: 60 - PERSONNEL SERVICES:	\$ 5,482,808	\$ 6,688,817	\$ 6,069,890	\$ 19,731,364	\$ 19,117,000	
Category: 65 - OPERATING COSTS						
650 - UTILITIES	\$ 660,643	\$ 691,349	\$ 503,217	\$ 1,548,533	\$ 1,590,000	
655 - ADMINISTRATIVE	\$ 100,184	\$ 123,453	\$ 122,150	\$ 354,623	\$ 360,000	
660 - FLEET COSTS	\$ 91,078	\$ 120,827	\$ 102,764	\$ 369,669	\$ 335,000	
665 - PROGRAM COSTS	\$ 331,214	\$ 357,408	\$ 422,250	\$ 741,619	\$ 759,000	
670 - REPAIRS AND MAINTENANCE	\$ 99,884	\$ 68,807	\$ 121,290	\$ 820,510	\$ 790,000	
675 - SUPPLIES	\$ 87,048	\$ 97,964	\$ 68,244	\$ 541,570	\$ 488,000	
680 - SPECIAL SERVICES	\$ 1,865,696	\$ 299,601	\$ 23,093	\$ 612,000	\$ 546,000	
690 - CONTRACTUAL SERVICES	\$ 1,126,759	\$ 936,121	\$ 813,055	\$ 7,325,058	\$ 6,800,000	Pace of spending expected to increase moved to transfer in beginning FY 2021
697 - ADMIN OVERHEAD	\$ (178,000)	\$ (187,500)	\$ -	\$ -	\$ -	
699 - OTHER	\$ 896,434	\$ 1,157,514	\$ 1,482,581	\$ 1,538,766	\$ 1,540,000	Insurance cost is largest portion-paid at beginning of year
Total Category: 65 - OPERATING COSTS:	\$ 5,080,939	\$ 3,665,545	\$ 3,658,644	\$ 13,852,348	\$ 13,208,000	
Category: 70 - CAPITAL IMPROVEMENTS						
700 - EQUIPMENT	\$ 141,139	\$ 14,908	\$ 30,875	\$ 180,000	\$ 180,000	
703 - FURNITURE	\$ -	\$ 6,466	\$ -	\$ -	\$ -	
705 - VEHICLE	\$ 24,868	\$ 110,171	\$ 58,688	\$ 273,816	\$ 274,000	
710 - STRUCTURE	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ 166,007	\$ 131,544	\$ 89,563	\$ 453,816	\$ 454,000	
Category: 77 - CONTINGENCY						
770 - CONTINGENCY	\$ -	\$ -	\$ -	\$ 150,001	\$ 150,000	
Total Category: 77 - CONTINGENCY:	\$ -	\$ -	\$ -	\$ 150,001	\$ 150,000	
Category: 90 - TRANSFERS						
900 - Transfers	\$ -	\$ -	\$ -	\$ 31,000	\$ 120,000	some Covid -FEMA costs and flood preparation costs will not be recoverable
Total Category: 90 - TRANSFERS:	\$ -	\$ -	\$ -	\$ 31,000	\$ 120,000	
Total Expense:	\$ 10,729,754	\$ 10,485,906	\$ 9,818,098	\$ 34,218,529	\$ 33,049,000	
Total Fund: 100 - GENERAL FUND:	\$ (4,389,959)	\$ (436,632)	\$ (3,410,342)	\$ 1,635,833	\$ 2,960,800	

Analysis: The General Fund is budgeted to have a surplus of approximately \$1.6 million. Revenues should meet or exceed the budget target, led by current stronger results in sales tax. Expenses will likely provide some savings from the budget targets, based upon current expense patterns, resulting in a surplus likely to be near \$3 million. Note: this estimate assumes no significant disruption in economic patterns from the Covid-19 emergency.



Budget Comparison Report

FY 2021 Waste Water Fund Budget to Actual - through October 2020

SubCategory	2018-2019 YTD Activity Through Per	2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	FY 2021 Budget	FY 2021 Estimate
Fund: 700 - WASTEWATER FUND					
Revenue					
Category: 50 - FINES AND FORFEITURES					
557 - Other	\$ 100	\$ -	\$ -	\$ -	
Total Category: 50 - FINES AND FORFEITURES:	\$ 100	\$ -	\$ -	\$ -	
Category: 53 - COST RECOVERY					
565 - Other Income	\$ -	\$ 6,236	\$ -	\$ 6,300	\$ 6,000
Total Category: 53 - COST RECOVERY:	\$ -	\$ 6,236	\$ -	\$ 6,300	
Category: 54 - MISCELLANEOUS REVENUES					
560 - Investment Earnings	\$ -	\$ 16,119	\$ -	\$ 37,500	\$ 35,000
Total Category: 54 - MISCELLANEOUS REVENUES:	\$ -	\$ 16,119	\$ -	\$ 37,500	
Category: 56 - PROPRIETARY REVENUES					
570 - WasteWater	\$ 1,472,130	\$ 1,671,352	\$ 1,568,603	\$ 10,849,000	\$ 10,750,000
Total Category: 56 - PROPRIETARY REVENUES:	\$ 1,472,130	\$ 1,671,352	\$ 1,568,603	\$ 10,849,000	
Category: 58 - OTHER FINANCING SOURCES					
595 - Sale of Assets	\$ -	\$ -	\$ -	\$ -	
599 - Other	\$ -	\$ -	\$ -	\$ -	
Total Category: 58 - OTHER FINANCING SOURCES:	\$ -	\$ -	\$ -	\$ -	
Category: 90 - TRANSFERS					
900 - Transfers	\$ -	\$ -	\$ -	\$ -	
Total Category: 90 - TRANSFERS:	\$ -	\$ -	\$ -	\$ -	
Total Revenue:	\$ 1,472,230	\$ 1,693,707	\$ 1,568,603	\$ 10,892,800	\$ 10,791,000
Expense					
Category: 60 - PERSONNEL SERVICES					
600 - SALARIES AND WAGES	\$ 120,891	\$ 327,989	\$ 310,507	\$ 1,340,577	\$ 1,123,876
610 - BENEFITS	\$ 55,217	\$ 151,411	\$ 120,827	\$ 501,401	\$ 419,764
615 - OTHER	\$ 2,701	\$ 5,656	\$ 4,960	\$ 17,572	\$ 16,534
Total Category: 60 - PERSONNEL SERVICES:	\$ 178,809	\$ 485,056	\$ 436,294	\$ 1,859,549	\$ 1,560,174
Category: 65 - OPERATING COSTS					
650 - UTILITIES	\$ 327,542	\$ 304,963	\$ 330,364	\$ 827,821	\$ 991,091
655 - ADMINISTRATIVE	\$ 47,826	\$ 40,423	\$ 53,038	\$ 291,216	\$ 257,000
660 - FLEET COSTS	\$ 1,426	\$ 9,045	\$ 9,597	\$ 31,980	\$ 28,000
670 - REPAIRS AND MAINTENANCE	\$ 2,276	\$ 7,337	\$ 17,640	\$ 60,695	\$ 59,000
675 - SUPPLIES	\$ 81,862	\$ 66,214	\$ 111,633	\$ 379,610	\$ 356,109

690 - CONTRACTUAL SERVICES	\$ 421,964	\$ 209,070	\$ 236,727	\$ 1,062,563	\$ 968,000
697 - ADMIN OVERHEAD	\$ 153,000	\$ 162,500	\$ -	\$ -	
699 - OTHER	\$ 809	\$ 59,134	\$ 20,260	\$ 480,137	\$ 420,000
Total Category: 65 - OPERATING COSTS:	\$ 1,036,705	\$ 858,686	\$ 779,258	\$ 3,134,022	\$ 3,079,199
Category: 70 - CAPITAL IMPROVEMENTS					
700 - EQUIPMENT	\$ -	\$ -	\$ -	\$ 153,638	\$ 153,638
750 - OTHER	\$ -	\$ -	\$ -	\$ 103,804	\$ 103,804
Total Category: 70 - CAPITAL IMPROVEMENTS:	\$ -	\$ -	\$ -	\$ 257,442	\$ 257,442
Category: 90 - TRANSFERS					
900 - Transfers	\$ -	\$ 2,967,753	\$ 3,171,844	\$ 5,641,787	\$ 5,641,787
Total Category: 90 - TRANSFERS:	\$ -	\$ 2,967,753	\$ 3,171,844	\$ 5,641,787	\$ 5,641,787
Total Expense:	\$ 1,215,514	\$ 4,311,496	\$ 4,387,396	\$ 10,892,800	\$ 10,538,602
Total Fund: 700 - WASTEWATER FUND:	\$ 256,716	\$ (2,617,789)	\$ (2,818,793)	\$ -	\$ 252,398

Analysis: Revenues are tracking a bit below budget. Expenditures are tracking below budget providing savings that are likely to provide an overall budget surplus.



Staff Report

TO: City Council
FROM: Nicole Wheelwright, Deputy City Clerk
DATE: November 17, 2020
SUBJECT: Notice of Upcoming Vacancies on City Commissions and Committees

Background and Analysis:

In accordance with Government Code section 54970, also known as the "Maddy Act," the following notice of upcoming vacancies of City committees shall be posted for the fair and equal opportunity of citizens to be able to apply for the consideration of appointment. Per code, this list will be posted at the Beaumont Library for public view. As an added measure, not required by code, the City will also utilize social media outlets to advertise the vacancies with details on how to apply.

Fiscal Impact:

No fiscal impact.

Recommended Action:

Receive and file.

Attachments:

- A. List of current seats and upcoming vacancies
- B. Public Notice

Notice of Vacancies for City of Beaumont Boards and Commissions

Beaumont, CA—Notice is hereby given that the Beaumont City Council is seeking to fill numerous vacancies on the Planning Commission, Economic Development Committee, Finance and Audit Committee and Board of Administrative Appeals.

Planning Commission: Seeking applications to fill three (3) vacancies for a term of four years. This position receives a salary compensation of \$50.00 per month. The Planning Commission meets every 2nd Tuesday of the month and instructs the Community Development Department to exercise administrative duties where applicable including the determination of Plot Plans, variances and conditional use permits. The Commission conducts public hearings to consider and make recommendations to the City Council regarding general plan amendments, zone changes, zone variances, specific plans, tentative parcel maps and tentative tract maps. The Commission considers appeals of determinations made by the Planning Director regarding site plan reviews, signage plans, and temporary use permits.

Economic Development Committee: Seeking applications to fill six (6) vacancies for a term of two (2) years consisting of the following positions:

- Beaumont Business Community Member - 2 seats available
- BUSD/Secondary Education Representative – 1 seat available
- Community Member/Non Business Member – 2 seats available
- Local Developer/Economic Development Representative – 1 seat available

The Committee meets regularly on the 2nd Wednesday of each month at 4:00 p.m. to discuss and act in an advisory capacity to develop an Economic Development Strategic Plan for growth and recommend a vision for the future of Beaumont. This is a non-compensated position.

Finance and Audit Committee: Seeking applications to fill five (5) vacancies for a term of two (2) years consisting of the following positions:

- Resident Member – 3 seat available
- Business Owner – 1 seat available
- Alternate Members – 1 seat available

The Committee meets regularly on the 2nd Monday of each month at 6:00 p.m. to review financial reports and be the oversight of finance related items as directed by Council. This is a non-compensated position.

Board of Administrative Appeals: Seeking applications to fill nine (9) vacancies for the Beaumont Board of Administrative Appeals for a term of two years. Board Members meet on an as-needed basis to conduct administrative hearings on written appeals made pursuant to the Beaumont Municipal Code. This is a non-compensated position.

Applications are available online at www.BeaumontCa.gov under Committees and Commission. The Beaumont City Council will conduct its first review of applicants at the regularly scheduled meeting of Tuesday, December 15, 2020 at 6:00 p.m. Completed applications received by 5:00 p.m. on Monday, December 1, 2020 will be considered. Questions regarding the application process may be directed to the Deputy City Clerk at (951)572-3196

City of Beaumont Planning Commission				
<i>Municipal Code Section 2.24.040 - Term shall be four (4) years</i>				
<i>Qualifications: Beaumont resident, 18 years of age and a registered voter</i>				
<i>Meets: Second Tuesday of each month</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Paul St. Martin	Commissioner	January 6, 2015	January 15, 2019	December 2022
Nathan Smith	Commissioner	December 21, 2010	January 15, 2019	December 2022
Patrick Stephens	Commissioner	January 15, 2019		December 2020
Anthony Colindres	Commissioner	November 5, 2019		December 2020
Bob Tinker	Commissioner	July 18, 2017		December 2020

City of Beaumont Finance and Audit Committee				
<i>Municipal Code Section 2.35.050 - Term shall be two (2) years (adopted September 2015). Term expiration dates were established at Council Meeting of Aug 1, 2017</i>				
<i>Qualifications: Beaumont resident or Beaumont business owner and 18 years of age</i>				
<i>Meets: First Monday of each month</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Jeffrey Mohlenkamp	CM or Highest Ranking Financial Staff Member	n/a		n/a
Julio Martinez	City Council Member	January 2019		January 2020
Nancy Carroll	City Council Member	January 2019		January 2020
Baron Ginnetti	City Treasurer	January 15, 2019		n/a
Steve Cooley	Resident Member	June 2017	January 2019	January 2021
Billiath Bengesa	Resident Member	January 2019		January 2021
Richard Bennecke	Resident Member	November 2016	January 2019	January 2021
Frank Parks	Resident Member	January 2020		January 2022
Vacant	Resident/Business Owner Member			January 2022
Vacant	Alternate Member			

City of Beaumont Economic Development Committee				
<i>Term expiration dates were established at Council Meeting August 1, 2017 - 2 year terms</i>				
<i>Qualifications: Local developer/economic representative, business community members, BUSD education representative, non-business community member or a industry expert</i>				
<i>Meets: Second Wednesday of each month excluding August</i>				
Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Mike Lara	City Council Member	January 2020		January 2021
Rey Santos	City Council Member	January 2020		January 2021
Ebon Brown	BUSD/Secondary Education Representative	January 2019		January 2021
Von Lawson	Post Secondary Education Representative	September 2019	January 2020	January 2022

Beaumont Chamber	Beaumont Chamber Representative	November 9, 2016	January 2020	January 2022
<i>vacant</i>	Beaumont Business Community Member	January 2018		January 2021
Monir Ahmed	Beaumont Business Community Member	January 2019		January 2021
Allen Koblin	Beaumont Business Community Member	January 2019		January 2021
Bernie Balland	Community Member/Non Business Member	April 2016	January 2019	January 2021
Karen Wheat	Community Member/Non Business Member	January 2019		January 2021
Rob Moran	Local Developer/Economic Development Representative			January 2021
Angelina Segonia	Beaumont High School Student	December 2020		January 2021

Board of Administrative Appeals

Term expiration dates were established by Ordinance 988 (2 years)

Qualifications: 18 years of age, Beaumont resident or owners or employees of a Beaumont business

Meets: on an as-needed basis

Appointee	Title	Date of Appointment	Date of Re-Appointment	Current Term Expires
Ron Radar	Appeals Officer		January 2019	December 2020
Mayra Garcia	Appeals Officer	January 2019		December 2020
Joann Roberts	Appeals Officer	January 2019		December 2020
Carl Vince	Appeals Officer	January 2019		December 2020
Evelyn Bengesa	Appeals Officer	January 2019		December 2020
Daniel Adams	Appeals Officer	January 2019		December 2020
Andrew Lang-Reyes	Appeals Officer	January 2019		December 2020



Staff Report

TO: City Council

FROM: Christina Taylor, Community Development Director

DATE: November 17, 2020

SUBJECT: **Hold a Public Hearing Continued from the November 3, 2020, City Council Meeting and Consider the First Reading of an Ordinance to Adopt the General Plan Update, the Revised Zoning Ordinance and Zoning Map and Adopt a Resolution Adopting a Statement of Overriding Considerations and Certifying the Final PEIR in Compliance with CEQA**

Background and Analysis:

State law requires each county and city to prepare and adopt a 20-year comprehensive and long-range general plan for its physical development (Government Code Section 65300). The General Plan has been called the “constitution” or “blueprint” for the City and offers a strong foundation for making future development decisions. The current General Plan was approved by City Council in March 2007. In December 2016, the City Council awarded a contract for the proposed General Plan Update. For the last several years, the City has been collaborating with the community in preparing a comprehensive update of the General Plan.

This update will allow the City to comply with Government Code Section 65300 mentioned above and will provide the City with a consistent framework for land use decision-making. The general plan and its maps, diagrams, goals, and policies form the basis for city zoning, subdivision, and public works actions. Under California law, no specific plan, area plan, zoning, subdivision map, nor public works project may be approved unless the City finds that is consistent with the adopted general plan.

The mandated elements of a general plan form a comprehensive set of planning policies:

- The Land Use Element (Land Use and Community Design) designates the general distribution and intensity of land uses within the planning area;
- The Circulation (Mobility) Element identifies the general location and extent of existing and proposed transportation facilities and utilities;

- The Housing Element is a comprehensive assessment of current and future housing needs for all segments of the City population, as well as a program for meeting those needs. The City is updating the Housing Element separately from the General Plan and in compliance with State guidelines;
- The Open-Space, Air Quality and Conservation Elements have been combined. This open-space portion describes measures for the preservation of open space for the protection of natural resources, the managed production of resources, and for recreation and public health and safety. The conservation portion addresses the conservation, development, and use of natural resources. The air quality portion describes local air quality conditions and air quality measures, including air quality standards, reduced greenhouse gas emissions, and reduction of vehicle miles traveled;
- The Safety Element establishes policies to protect the community from risks associated with natural and human-made hazards such as seismic, geologic, flooding, wildfire hazards, and climate change;
- The Noise Element identifies major noise sources and contains policies intended to protect the community from exposure to excessive noise levels; and
- The Health and Environmental Justice Element identifies disadvantaged communities within the City and issues of equity and environmental justice.

SB1000 signed into law in 2016 by Governor Brown requires cities to identify “environmental justice” or “disadvantaged communities” within their jurisdiction as part of the general plan process. This law has several purposes, including to facilitate transparency and public engagement in local governments’ planning and decision making processes, reduce harmful pollutants and associated health risks in environmental justice communities, and promote equitable access to health-inducing benefits, such as healthy food options, housing, public facilities, and recreation. In order to be compliant with SB1000, the City has included an element on Health and Environmental Justice.

A city may adopt a general plan in the format that best fits its unique circumstances (Government Code Section 65300.5). In doing so, the city must ensure that the General Plan and its component parts comprise an integrated, internally consistent, and compatible statement of development policies. The City of Beaumont has chosen to adopt a general plan that consolidates the mandatory elements, but also includes three (3) optional elements and integrates background information, goals and policies, and environmental analysis, as described below.

Beaumont General Plan

The Beaumont General Plan includes the preparation of a number of major documents. In addition to the mandated general plan elements required by the State, the City of Beaumont has added the three (3) optional elements listed below as they are important topics to be addressed as part of growth and development and improvement to the quality of life for the community.

Chapter 5-Economic Development + Fiscal Element (new element)

The purpose of the Economic Development and Fiscal Element is to establish policy guidance critical to Beaumont's overall fiscal and economic prosperity. Local business growth and investment, job creation and diversification, and the City's financial stability are foundational to the success of the community. As market forces beyond the City's control influence economic outcomes, this element provides a policy framework to give the City greater control of outcomes aimed at resiliency and long-term prosperity through changing economic cycles. Topics addressed in this chapter include business growth and support, workforce development, visitation and tourism, and economic and fiscal sustainability.

Chapter 7-Community Facilities + Infrastructure Element (new element)

Attractive and accessible community facilities, dependable electricity and water supply, and efficient waste removal are important to maintaining and enhancing quality of life in Beaumont – these are critical lifelines that support the wellbeing of residents, provision of basic services, and investments in the City. Community facilities and infrastructure systems must also be adaptable to changes in the City, accounting not only for existing capacity, but also future demand, sustainable design, and creative funding options.

Chapter 11-Downtown Area Plan (new element)

The Downtown Plan provides a detailed vision, guiding principles, and goals and policies for downtown Beaumont. The City currently lacks a defined, recognizable downtown area, but maintains the historic development pattern of a California railroad town. Few cities have such great downtown potential and, with a rise in experiential retail and entertainment, the City is planning for its revitalization in the proposed Downtown Area Plan. This chapter provides the foundation for the future revitalization and redevelopment of the downtown core of the community and for guiding future public and private development decisions. Topics addressed include land use and development policies, streetscape improvements, transportation and parking guidance. This is a stand-alone chapter of the General Plan and the goals and policies located herein shall be consistent with the General Plan's other elements.

Chapter 12-Implementation (new chapter)

This chapter describes actions to implement the goals and policies of the General Plan. Generally, implementation actions are needed to direct City staff and decision makers, and execute specific policies within the General Plan, such as creating an ordinance or updating a master plan. This chapter also includes indicators to track the implementation of the General Plan over time.

General Plan Land Use Map

The General Plan not only includes the various elements/chapters, containing text and graphics, but also a Land Use Map of the entire City and its sphere of influence. This map identifies land uses for all properties within the City. Many of the land use categories in the proposed land use map have not changed. However, definitions have been refined to clarify intent and vision for the area; new definitions have been introduced to support specific densities or uses in select areas of the City; and a Downtown Area Plan has been introduced to support an efficient, functional, cost-effective and aesthetically pleasing strategy to meet development demands for various land uses within the 20-year time horizon of the General Plan.

The following are a list of proposed Land Use Categories in the proposed General Plan along with corresponding zoning designations:

LAND USE	ZONING DISTRICT	DESCRIPTION	DENSITY/ INTENSITY
<i>RESIDENTIAL DESIGNATIONS</i>			
Rural Residential 40 (RR40)	RR	Single family detached homes on 40 acre lots in a rural mountainous setting	Minimum 40 acre lots
Rural Residential 10 (RR10)	Not within City Limits	Single family detached homes on 10 acre lots in a rural setting	Minimum 10 acre lots
Rural Residential 1 (RR1)	Per County Zoning	Single family detached homes on 1 acre lots in a hillside setting	Minimum 1 acre lots

Single Family Residential (SFR)	R-SF	Single-family residential (attached or detached) Neighborhood commercial in specified locations	Maximum 4 du/acre Maximum FAR 0.35
Traditional Neighborhood (TN)	R-TN	Single-family detached houses and small-scale multi-family housing Neighborhood commercial in specified locations	Average Density 6 du/ acre Maximum 12 du/acre Maximum FAR 0.35
High-Density Residential (HDR)	R-MF	Multi-family housing (townhomes, condominiums, apartments, etc.) Neighborhood commercial in specified locations	Minimum 12 du/acre Maximum 30 du/acre Maximum FAR 0.35
<i>NON-RESIDENTIAL DESIGNATIONS</i>			
Neighborhood Commercial (NC)	C-N	Range of neighborhood supportive retail and service-oriented land uses, including markets, restaurants, and similar uses to serve walk-in traffic.	FAR up to 1.0
General Commercial (GC)	C-C	Variety of "big box" and "large format" retailers in commercial shopping centers that serve adjacent neighborhoods.	FAR up to 0.75
Employment District (ED)	Not within City Limits	Employment uses for market-supported light industrial, research and development, creative office and maker space type uses.	FAR 0.5 to 1.0
Industrial (I)	M	Range of industrial uses, including "stand- alone" industrial activities, general and light industrial, research parks, private trade schools, colleges, and business parks.	FAR 0.25 to 0.75

MIXED-USE DESIGNATIONS			
Downtown Mixed Use (DMX)	See Chapter 11	Mixed-use buildings with active ground floor retail uses, upper level professional office, service activities in conjunction with multifamily residential uses and live/work units.	0-22 du/acre; FAR up to 0.5
Urban Village (UV)	UV	Variety of specialized land uses, including a regional serving commercial, higher density residential development, educational uses and abundant open space and recreation amenities.	12-24 du/acre; FAR up to 1.0
Transit Oriented District Overlay (TOD Overlay)	TOD Overlay	Residential and supportive employment and commercial uses near the future transit station.	18-30 du/acre; FAR up to 1.0
OTHER/ PUBLIC DESIGNATIONS			
Public Facilities (PF)	PF	Public and/or civic use, including Civic Center, city yard, libraries, and K-12 public schools.	FAR up to 1.0
Open Space (OS)	R-C	Passive and active parks, trails, golf courses, community centers, supportive maintenance sheds, etc.	n/a

In addition to updating the General Plan, the City's zoning code must also be amended so it is consistent with the General Plan. There are 1,032 parcels that are affected by the proposed changes in land use and zoning. The majority of the affected parcels are within the proposed Downtown Area Plan. As part of the Downtown Area Plan, the Beaumont Avenue Overlay, Sixth Street Overlay, Commercial Manufacturing (CM) and Commercial General (CG) zone were replaced with more defined zones which will help facilitate meeting the goals of the plan. Elsewhere in the City, the Urban Village Overlay was removed and replaced with the Urban Village Zone and a Transit Oriented Development Overlay was created. The table below summarizes changes to the Zoning Code.

Modifications to Existing Zones		
Current Zone	Proposed Zone	Notes
Commercial General (CG Zone)	Commercial Neighborhood (CN Zone)	Name change more accurately reflects purpose and intent of zone
Urban Village Overlay	Urban Village Zone	Changed from an overlay to a base zone because functions as a base zone
New Zones		
Current Zone	Proposed Zone	Notes
N/A	Residential, Traditional Neighborhood (R-TN Zone)	Implements TN General Plan Land Use Designation
N/A	Transit Oriented District Overlay (TOD Overlay)	Implements TOD Overlay General Plan Land Use Designation
Eliminated Zones		
Current Zone	Proposed Zone	Notes
Commercial, Light Manufacturing (CM Zone)	N/A	Area along West Sixth Street. Addressed and zoned with Neighborhood Commercial Zone

Beaumont Avenue Overlay	N/A	Addressed through Downtown Zone District: <ul style="list-style-type: none"> • Beaumont Mixed Use Zone (BMU Zone)
6 th Street Overlay	N/A	Addressed through Downtown Zone Districts: <ul style="list-style-type: none"> • Sixth Street Mixed Use Zone (SSMU Zone) • Sixth Street Mixed Use – Residential Zone (SSMU-R Zone) • Downtown Mixed Use (DMU Zone)
Mineral Resources Overlay	N/A	No longer relevant or necessary

Community Outreach

The community engagement process incorporated a variety of outreach techniques and activities, allowing residents and community members to participate in ways that worked best for them. A website www.elevatebeaumont.com was created as a forum to provide updates, share survey results and make information available to the public. Residents, business owners, and other stakeholders provided feedback to the planning team by participating in a community survey, attending meetings, events and workshops, and contributing comments through social media. A General Plan Advisory Committee (GPAC) was formed with fifteen (15) representatives of the community participating and providing expertise and advice as needed. The planning team used the community's feedback and guidance to share all aspects of the plan, from creating a vision statement that reflected the aspirations of the community to creating the guiding principles needed to achieve that vision. For a detailed list of outreach events, see Chapter 1 of the General Plan Update (pages 25 through 27).

Public Communication

September 21, 2020, City staff mailed 1,032 letters to property owners advising that a change of zone associated with the General Plan Update is being considered on their property. As of October 29, 2020, City staff has received written and email correspondence from twenty-four (24) individual property owners and telephone calls from fifty-eight (58) individual property owners. City staff has kept a record of all correspondence received, saving written and email correspondence electronically and creating a spreadsheet to log details about each phone call.

As a result of the public communication, City staff received nine (9) requests to either retain the existing zoning on a parcel or provide a different zoning option. City staff has summarized these requests and provided recommendations. City staff will be prepared to discuss these recommendations which are outlined in Attachment E.

Environmental Review

A Program Environmental Impact Report (PEIR) was prepared for the 2040 General Plan Update. This process is governed by the California Environmental Quality Act (CEQA). The CEQA process requires a series of steps involving public notices, receiving public input, public meetings and responding to public comments, all culminating with a final PEIR. The draft PEIR was released for the required 45-day public review and comment period on September 8, 2020. The formal review and comment period ended October 22, 2020.

The final PEIR for the 2040 General Plan consists of the draft PEIR coupled with a response to comments section, a list of modifications to the text of the draft EIR based on comments received (referred to in the final PEIR as the “Errata”, and a mitigation monitoring and reporting program (MMRP)). The final PEIR is included as Attachment G.

Statement of Overriding Considerations

CEQA allows lead agencies to approve projects despite having significant and unavoidable impacts by adopting a statement of overriding considerations. A statement of overriding considerations documents the reasons why an agency chose to approve a project despite its significant and unavoidable impacts based on range of balancing factors, including economic, legal, social, technological, or other benefits conveyed by the project.

City staff is recommending adoption of a statement of overriding considerations for the 2040 General Plan and its implementing actions. In this instance, the economic, social, and other benefits of the General Plan implementation collectively outweigh the significant and unavoidable impacts noted above. Such benefits include the implementation of policies and programs preserving and enhancing community character, increasing community sustainability, providing high-quality and diverse housing opportunities, increasing economic vitality via new job and business creation, supporting technological advancements, and maintaining compliance with current law addressing the content of general plans. Acceptance of the noted significant and unavoidable impacts does not mean the City will forego efforts to mitigate the impacts to

the extent feasible. In addition, future projects will be subject to discretionary review procedures through which the City will consider project specific environmental impacts. As these reviews occur, decision makers will be updated on the status of applicable mitigation measures when making decisions on such projects.

The implementation of the Beaumont General Plan will result in significant and unavoidable impacts in four (4) areas:

- Air Quality,
- Greenhouse Gas (GHG),
- Noise, and
- Transportation.

Air Quality

Beaumont is within the South Coast Air Basin. Air Quality in the basin is already significantly impacted and even without any new projects, air quality issues are beyond mitigation. The impact to air quality as a result of General Plan implementation falls into two (2) categories: Operational Emissions Impacts which are project specific and cumulative; and Localized Criteria Pollutant and Toxic Air Contaminants (TAC) Impacts which are related to increased density and proximity of residential land uses to transit and commercial centers.

Greenhouse Gas

The impact to greenhouse gas emissions are project specific and cumulative. They are attributed to ongoing operational impacts of potential future businesses. The threshold for GHG would exceed established ratios thresholds.

Noise

The noise impacts are also project specific and cumulative. They are attributed to ongoing operational impacts of potential future businesses as well as the location of sensitive receptors in relationship to noise generating activities. Noise standards would be exceeded at noise sensitive receptors at 25 of 27 roadway segments studied.

Transportation

CEQA Guidelines recently changed requiring a change in the threshold of significance from Level of Service (LOS) to Vehicle Miles Traveled (VMT). Although the General Plan is retaining LOS as a means for ensuring traffic issues throughout the City can continue to be addressed, LOS is no longer the significance threshold for CEQA purposes. Thus, the analysis for the draft PEIR was conducted utilizing VMT. As a result

of this analysis, the VMT target of 23.7 per service population will be exceeded by about 25%. This is due mostly to the City of Beaumont having a heavily commuter population and the City has no access to high quality transit (as defined by the State). Additionally, the City is required to provide for housing in compliance with State housing directives such as the Regional Housing Needs Assessment (RHNA). Adding housing without having any high-quality transit results in more vehicle miles traveled to and from the City.

Mitigation Monitoring and Reporting Program

With the exception of the items identified in the Statement of Overriding Considerations, any impacts that can be mitigated below a level of significance have mitigation measures identified to achieve this goal. The mitigation monitoring program is included with the final EIR and provided as Attachment H.

Fiscal Impact:

The General Plan Update is Capital Improvement Project 2016-004 in the amount of \$840,129.

Recommended Action:

Hold the continued Public Hearing from the November 3, 2020, City Council Meeting,

Waive the full first reading and approve by title only, “An Ordinance of the City of Beaumont, California Adopting the Comprehensive General Plan Update, Zoning Code Amendments and Zoning Map encompassing the entire City,” and

Waive the full reading and adopt by title only, “A Resolution of the City Council of the City of Beaumont, California Adopting CEQA Findings of Fact; Adopting a Statement of Overriding Considerations; Certifying the Final Environmental Impact Report; and Adopting a Mitigation Monitoring Plan for the General Plan Update.”

Attachments:

- A. Ordinance Adopting General Plan Update, Zoning Code Amendment and Map
- B. Resolution adopting the Findings of Fact, Statement of Overriding Considerations, Certifying the Final Program Environmental Impact Report and Adopting the Mitigation Monitoring and Reporting Program
- C. General Plan Update Presentation
- D. General Plan Update

- E. Zoning Code Amendments
- F. Findings of Fact and Statement of Overriding Considerations
- G. Final Program Environmental Impact Report
- H. General Plan Update Errata
- I. Responses to Late Comments

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF BEAUMONT, CALIFORNIA, ADOPTING THE
COMPREHENSIVE GENERAL PLAN UPDATE, ZONING
CODE AMENDMENTS AND ZONING MAP
ENCOMPASSING THE ENTIRE CITY**

WHEREAS, the State of California Government Code 65103 requires the City to adopt and maintain a General Plan that contains certain elements, describes its long-term goals, and develop policies and programs to achieve those goals; and

WHEREAS, the City Council of the City of Beaumont initiated a comprehensive update to the City's General Plan in January 2017; and

WHEREAS, the City has sought to proactively engage the public in the comprehensive update to the General Plan, including community outreach workshops and meetings, internet surveys, the creation of a General Plan Advisory Committee (GPAC), and the conducting of special meetings by the Economic Development Committee and Planning Commission; and

WHEREAS, the City Council has reviewed and considered information from a variety of sources, including, but not limited to, City staff, outside agencies, the Draft Environmental Impact Report, the report and recommendations of the GPAC and Planning Commission, and members of the public; and

WHEREAS, public notice was provided as required by law and a Planning Commission public hearing was held on October 27, 2020, when the Commission voted 5-0 to recommend that the City Council adopt the General Plan Update, Zoning Code Amendments and Zoning Map; and

WHEREAS, public notice was provided as required by law and a City Council public hearing was held on November 3, and November 17, 2020, to consider action on the General Plan Update, Zoning Code Amendments and Zoning Map; and

WHEREAS, the City Council, based upon evidence in the record hereby makes the following findings in support of the General Plan Update, Zoning Code Amendments and Zoning Map:

1. California State law requires that each city adopt a general plan to describe its long-term goals and its policies and programs to achieve those goals. The general plan is intended to serve as a "blueprint" for future growth and development, in that land use decisions, zoning regulations, subdivision approvals, and other policies by the City are required to be consistent with the General Plan.

2. The City's current General Plan, adopted in 2007, reflects the environmental conditions, demographics, growth projections, and community goals of that time. There is a need, and it is in the interest of public health, safety, and welfare to update the City's General Plan to incorporate current conditions, community goals, and revised growth projections from the Southern California Association of Governments (SCAG) that extend the planning horizon to the year 2040.
3. The General Plan Update was initiated by the City Council in December 2016 and is a comprehensive update of the 2007 General Plan. The update includes review and, where determined necessary, recommended revisions of both State mandated and optional elements, including the Land Use and Community Design Element; Mobility Element; Economic Development and Fiscal Element; Health and Environmental Justice Element; Community Facilities and Infrastructure Element; Conservation and Open Space Element; Safety Element; Noise Element; Downtown Area Plan; Implementation Element and Housing Element (which is currently being updated, and is not included as part of this ordinance).
4. The General Plan Update and Zoning Code Amendments are based upon eight guiding principles resulting from the community outreach and visioning process. This information, as well as public testimony, information from the Program Environmental Impact Report, data provided by City staff and outside agencies, and applicable State and federal law, has been reviewed and considered by the City Council.
5. A Program Environmental Impact Report has been prepared for the General Plan Update and Zoning Code Amendments that provides a description of potential environmental impacts of the proposed General Plan and Zoning Code Amendments and recommends mitigation measures to reduce potentially significant impacts to a less than significant level, where feasible. Where mitigation to a less than significant level is not possible, a statement of overriding considerations was adopted. This Program EIR was prepared and circulated in accordance with applicable law, including the California Environmental Quality Act (CEQA), Public Resources Code of Regulations section 21000 et. seq., and the CEQA guidelines, 14 California Code of Regulations Sec. 15000 et. seq.
6. The City Council hereby finds, in accordance with Section 15090 of the State CEQA Guidelines, that it has reviewed and considered the information contained in the Final Program Environmental Impact Report prepared for the General Plan Update and Zoning Code Amendments prior to approval and that the information contained in the Final Program Environmental Impact Report reflects the City's independent judgment and analysis.
7. The City held fourteen (14) opportunities for public engagement from March 2017 through November 2020 to receive public comments, and to study the draft documents in formulating a recommendation to the City Council on the General Plan Update.

- 8. The General Plan update and Zoning Code Amendments will promote the public health, safety, and welfare by establishing goals, objectives, policies, and programs to guide development and maintenance of an efficient and attractive built environment, protection and management of natural environmental resources, and provision of adequate infrastructure and services to meet the expected population demand.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Beaumont as follows:

- 1. This City Council adopts the General Plan Update and General Plan land use map attached to this Ordinance as Exhibit “A”; and
- 2. The City Council adopts the Zoning Code amendments and Zoning map prepared for consistency with the General Plan Update attached to the Ordinance as Exhibit “B”.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 17th day of November, 2020, by the following roll call vote:

AYES:
 NOES
 ABSENT
 ABSTAIN

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 1st day of December, 2020.

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Rey Santos, Mayor

Attest:

John Pinkney, City Attorney

Exhibits Attached:

- A. General Plan Update and General Plan Land Use Map
- B. Zoning Code Amendment and Zoning Map

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT,
CALIFORNIA ADOPTING CEQA FINDINGS OF FACT; ADOPTING A STATEMENT
OF OVERRIDING CONSIDERATIONS; CERTIFYING THE FINAL
ENVIRONMENTAL IMPACT REPORT ; AND ADOPTING A MITIGATION
MONITORING PLAN FOR THE GENERAL PLAN UPDATE**

WHEREAS, the project is known as the City of Beaumont General Plan Update and is comprised of the following components: 1) General Plan Update; 2) zoning code amendments; 3) Final Environmental Impact Report; 4) Findings of Fact; 5) Statement of Overriding Considerations and 6) Mitigation Monitoring and Reporting Program encompassing the City of Beaumont and its sphere of influence; and

WHEREAS, the Final Environmental Impact Report (SCH #2018031022) consisting of the Draft EIR and responses to comments and errata has been prepared pursuant to the California Environmental Quality Act (CEQA; *Public Resources Code* § 21000 *et seq.*) to analyze the environmental effects of the project; and

WHEREAS, a Notice of Preparation was circulated for a 30-day public review and comment period commencing on March 9, 2018; and

WHEREAS, a public scoping meeting was held March 13, 2018 to receive comments on the appropriate scope of the EIR; and

WHEREAS, between the public scoping meeting and date of final action fourteen community meetings and public hearings of various City commissions and the City Council were held to deliberate the merits of the proposed project and make recommendations regarding components of or a final action on the project; and

WHEREAS, the Draft EIR was circulated for a 45-day public review and comment period commencing September 8, 2020 and concluding October 22, 2020; and

WHEREAS, on October 27, 2020 the Planning Commission voted 5-0 to recommend the City Council adopt the General Plan Update, revised zoning ordinance and zoning map; and certify the FEIR in compliance with CEQA; and

a. The draft Project PEIR has been completed in compliance with the California Environmental Quality Act (CEQA);

b. There are no environmentally superior alternatives to the Project that will avoid or substantially lessen the significant environmental effects as identified in the Draft PEIR; and

c. Concur with the findings and mitigation measures contained in the Draft EIR; and

d. The City Council adopts a Statement of Overriding Considerations (SOC) prior to certification of the PEIR; and

WHEREAS, the Final EIR (Response to Comments) documents were released

October 30, 2020; and

WHEREAS, Section 21000 *et. seq.* of the *Public Resources Code* and Section 15000 *et. seq.* of Title 14 of the California Code of Regulations (*CEQA Guidelines*) which govern the preparation, content, and processing of environmental impact reports, have been fully implemented in the preparation of the EIR; and

WHEREAS, the City Council has reviewed the Final EIR prepared for the project, the staff reports pertaining to the Final EIR, the Planning Commission hearing reports, and all evidence received by the Planning Commission and at the City Council hearings, all of which documents and evidence are hereby incorporated by reference into this Ordinance; and

WHEREAS, the Final EIR identified certain significant and potentially significant adverse effects on the environment caused by the project; and

WHEREAS, the City Council specifically finds that where more than one reason for approving the project and rejecting alternatives is given in its findings or in the record, and where more than one reason is given for adopting the Statement of Overriding Considerations, the Council would have made its decision on the basis of any one of those reasons; and

WHEREAS, the City Council desires, in accordance with CEQA, to declare that, despite the occurrence of significant environmental effects that cannot be substantially lessened or avoided through the adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social, and other considerations for approving the project that the Council believes justify the occurrence of those impacts; and

WHEREAS, the City Council is required pursuant to CEQA (*Guidelines* Section 15021), to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects keeping in mind the obligation to balance a variety of public objectives; and

WHEREAS, CEQA (*Guidelines* Section 15043) affirms the City Council's authority to approve this project even though it may cause significant effects on the environment so long as the Council makes a fully informed and publicly disclosed decision that there is no feasible way to lessen or avoid the significant effects (*Guidelines* Section 15091) and that there are specifically identified expected benefits from the project that outweigh the policy of reducing or avoiding significant environmental impacts of the project (*Guidelines* Section 15093).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, DOES RESOLVE, DECLARE, AND DETERMINE AS FOLLOWS:

SECTION 1. Exhibit A (Findings of Fact and Statement of Overriding Considerations) and Exhibit B (Mitigation Monitoring and Reporting Plan) of this Resolution provide findings required under Section 15091 of the CEQA Guidelines for significant effects of the project. The City Council hereby adopts these various findings of fact attached hereto as Exhibits A and B.

SECTION 2. That the EIR has been prepared in accordance with the requirements of CEQA (Public Resources Code Section 21000 et. seq.) and the CEQA Guidelines (California Code Regs. Title 14 Section 15000 et. seq.).

SECTION 3. That the EIR, prepared for the General Plan Update, was received and considered by the City Council prior to approval of the Project and reflect the independent judgement of the City Council of the City of Beaumont.

SECTION 4. Exhibit A of this Resolution provides the findings required under Section 15093 of the *CEQA Guidelines* relating to accepting adverse impacts of the project due to overriding considerations. The City Council has balanced the economic, legal, social, technological, and other benefits of the project against the unavoidable environmental risks that may result, and finds that the specific economic, legal, social, technological, and other benefits outweigh the unavoidable adverse environmental effects. The City Council, therefore, finds the adverse environmental effects of the project to be "acceptable."

SECTION 5. That the attached Findings of Fact and Statement of Overriding Considerations (see Exhibit A) are hereby approved by the City Council, and the contents and findings of which are hereby incorporated by this reference as if wholly set forward in this Resolution and are adopted in full by the City Council.

SECTION 6. The City Council hereby certifies the Final EIR in accordance with the requirements of CEQA.

SECTION 7. That the Mitigation Monitoring and Reporting Program that was prepared for the project, was considered by the City Council prior to its adoption. The City Council hereby finds pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15091 that the mitigation measures described in the above referenced documents are feasible and will become binding upon the entity assigned thereby to implement the same.

SECTION 8. That pursuant to Public Resources Code Section 21081 and CEQA Guidelines 15091, alternatives to the Project, which were identified in the EIR, were not found to reduce impacts to a less than significant level and/or meet Project objectives and/or were found to be infeasible based on specific economic, social, or other considerations.

SECTION 9. That the Mitigation Monitoring and Reporting Program, attached to this document as Exhibit B, is designed to ensure that, during project implementation, the City and any other responsible parties implement the project components and comply with the mitigation measures identified in the Findings of Fact and the Mitigation Monitoring and Reporting Program.

SECTION 10. That staff are directed to file a Notice of Determination with the County of

Riverside within five (5) working days of final approval.

SECTION 11. This Resolution shall take effect immediately upon adoption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Beaumont, California, approves this resolution.

MOVED, PASSED AND ADOPTED by the City Council of the City of Beaumont on the 17th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rey Santos, Mayor

Attest:

John Pinkney, City Attorney

Exhibits Attached:

- A. CEQA Findings of Fact and Statement of Overriding Considerations
- B. Final Mitigation Monitoring and Reporting Plan

GENERAL PLAN UPDATE

City Council
November 3, 2020

CONSULTANT TEAM

- Raimi + Associates
 - *Simran Malhotra, Principal*
 - *Monica Guerra, Senior Planner*
- Fehr & Peers
 - *Jason Pack, Principal*
- Lisa Wise Consultants
 - *Jennifer Murillo, Senior Associate*
- WEBB Consultants
 - *Stephanie Standerfer, Vice President*
 - *Cheryl DeGano, Principal Environmental Analyst*
- Rincon Consultants

TODAY'S PRESENTATION

- Project Overview
- Summary of Engagement
- Review of Draft General Plan
- Zoning Ordinance + Map
- Environmental Impact Report
- Questions?

PROJECT OVERVIEW

The General Plan sets a road map for the future of Beaumont. It is a policy document and forms the foundation for all city ordinances and guidelines.

WHAT IS A GENERAL PLAN

Item 10.

A General Plan is like a road map for the future of Beaumont.



1



General Plans describe the community's vision and identifies strategies for managing preservation and change.



The State of California requires every city and county to have a General Plan to guide growth.

2

3

General Plans typically include goals, policies, implementation strategies and supporting graphics.



These components work together to convey a long-term vision that will guide local decision making.



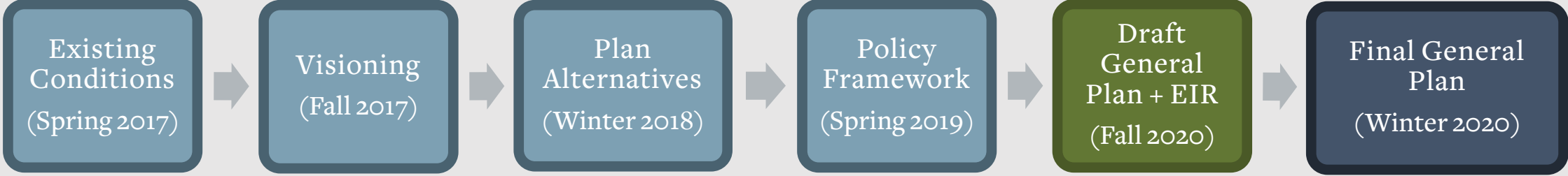
4

5

The General Plan also plays an important role in regulating land use. Its policies and maps form the foundation for City ordinances, guidelines and plans.



GENERAL PLAN PROCESS



★
WE ARE HERE!



- Stakeholder Interviews

- Cherry Festival
- Community Workshop
- Community Survey
- Visual Preference Survey
- Task Force

- Community Character Survey
- Youth Group
- Task Force
- Alternatives Survey
- Economic Development Commission

- City Council presentation
- Planning Commission

- Public Comment (via mail or email)

ENGAGEMENT

COMMUNITY SURVEYS

- Community Survey Issues + Opportunities): 564 Responses
- Visual Preference Survey: 854 Responses
- Community Character Survey: 678 Responses
- Preferred Alternative: 733 Responses

Downtown Streetscape
Calles del Centro

Option/Opción 1
Entrance to Downtown/
Entrada al Centro
(e.g., gateway signage)

Option/Opción 2
Wide Sidewalks/
Aceras Anchas
(e.g., walkable and accessible sidewalks)

Option/Opción 3
Street Furniture/
Mobiliario Urbano
(e.g., benches, bike racks, etc.)

Option/Opción 4
Public Art/
Arte Público
(e.g., sculptures, art, etc.)

Option/Opción 5
Complete Streets/
Calles Completas
(e.g., bike lanes, sidewalks, safe streets)

Option/Opción 6
Street Design/
Diseño de las Calles
(e.g., coordinated street improvements)

Preferred Alternative Survey options (September 2017).

OTHER OUTREACH

- Stakeholder Interviews (12)
- Community Workshop (1)
- Newsletters (3)
- Taskforce Meetings (3)
- Focus Groups (2)
 - Youth
 - Economic Development Commission
- Mailing list (~280 subscribers)
- Website
- Updates to Planning Commission + City Council

A quarterly newsletter providing information regarding the City of Beaumont's

GENERAL PLAN UPDATE

Item 10.

2017

we are listening!

Over the last few months, you've been telling us about your City and about your vision for Beaumont's future. To date, we've had:

- 2 Advisory Group Meetings
- 2 Online Community Surveys
- 1 Cherry festival booth
- 1 Public Workshop
- Ongoing Focus Group Meetings
- 1 Planning Commission Meeting



thank you!

join us!

We want to keep hearing from you. Whether you are a resident, business owner, or employee in the City, your input is important to us. There are many ways to participate and we hope you will join us throughout the process. Visit the General Plan website to join our mailing list!

a guide for our future

Thank you for all your input! Based on your ideas and feedback, we developed a draft of the vision, values, and priorities for the General Plan update. These were presented on July 11, 2017 to the Beaumont Planning Commission.

vision

Beaumont –where we value our small-town feel, our community heritage, and our natural setting. We are committed to encouraging economically sustainable, balanced growth that respects our long history, while meeting infrastructure needs and protecting our environment. Beaumont's community pride and rural mountain setting sets our city apart as a vibrant and healthy community with local access to retail, services, jobs, and recreation.

our values

- Transparent, honest government
- Responsible, measured growth
- Living within our financial and resource means
- Close ties with our neighbors
- Our small-town atmosphere
- The quality of life provided by efficient infrastructure
- Health and safety
- The beautiful environment of the Pass Area

priorities

- Expand and enhance employment opportunities
- Improve fiscal performance of City
- Improve infrastructure and keep pace with development
- Expand entertainment, shopping, and recreational opportunities
- Create a diverse and extensive open space network
- Ensure a high level of public safety
- Enhance opportunities for tourism
- Protect the City's historic areas
- Create a vibrant downtown

what's next?

Based on what we heard from you, we are preparing land use and transportation maps to reflect the types of priorities you identified for Beaumont's future. Stay tuned for our next community survey and future opportunities to participate. You can also always find the most updated information on the website.



For more information, you can contact:
Rebecca Deming, Community Development Director
City of Beaumont Planning Department
951-769-8518 or RDeming@ci.beaumont.ca.us

general plan update
www.elevatebeaumont.com

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VISION STATEMENT

“*Beaumont – where we value our small-town feel, our community heritage, and our natural setting. We are committed to encouraging economically sustainable, balanced growth that respects our long history, while meeting infrastructure needs and protecting our environment. Beaumont’s community pride and rural mountain setting sets Beaumont apart as a vibrant and healthy community with local access to retail, services, jobs, and recreation.*”

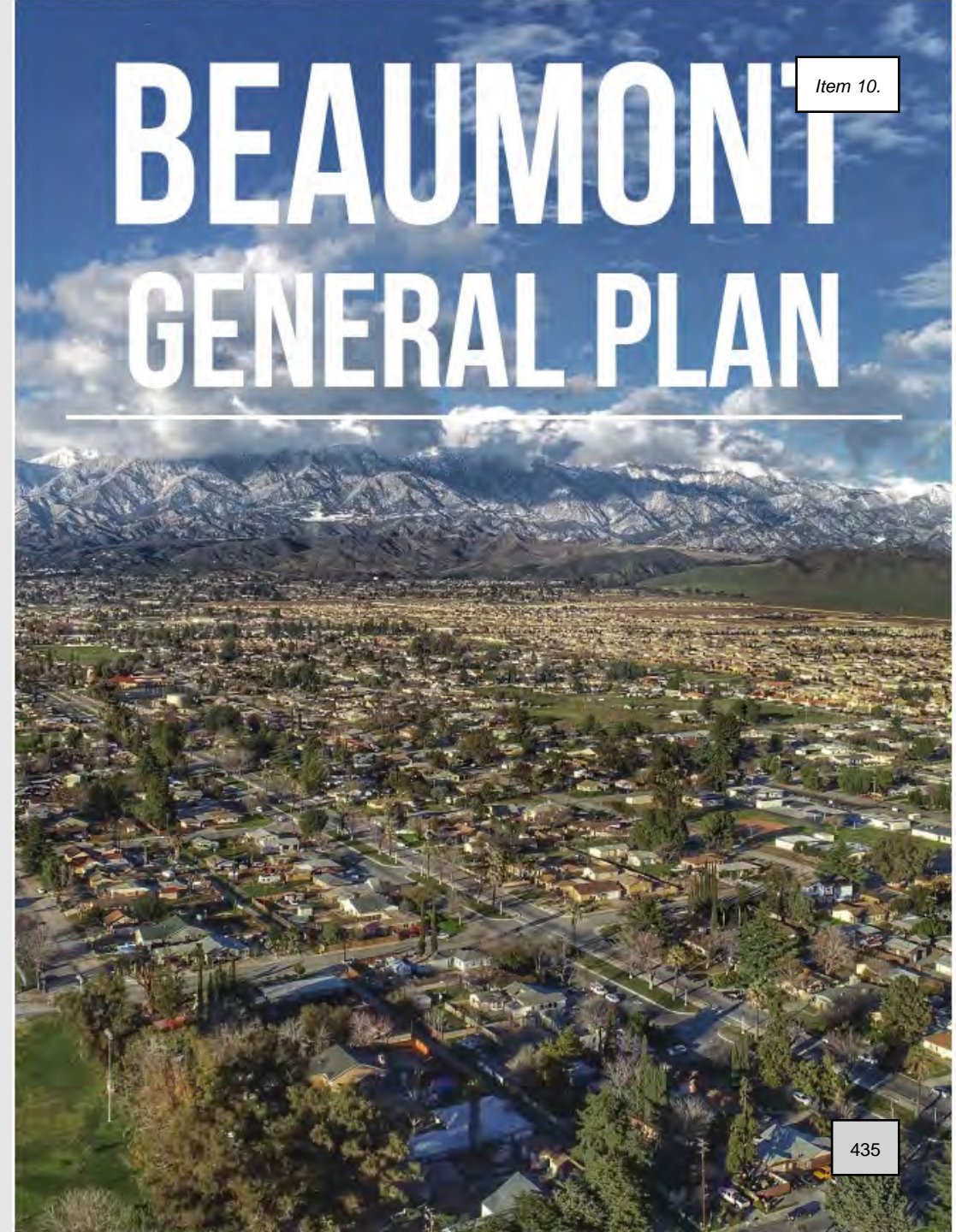
GUIDING PRINCIPLES

- Transparent, honest government
- Responsible, measured growth
- Living within our financial + resource means
- Close ties with our neighbors
- Small-town atmosphere
- Quality of life provided by efficient infrastructure and multi-modal transportation
- Health + safety
- The beautiful environment of the pass area



CHAPTERS

- Land Use + Community Design
- Mobility
- Economic Development + Fiscal
- Health + Environmental
- Community Facilities + Infrastructure
- Conservation + Open Space
- Safety
- Noise
- Downtown Area Plan
- Implementation



BEAUMONT GENERAL PLAN

Item 10.

LAND USE

PLAN PRIORITIES

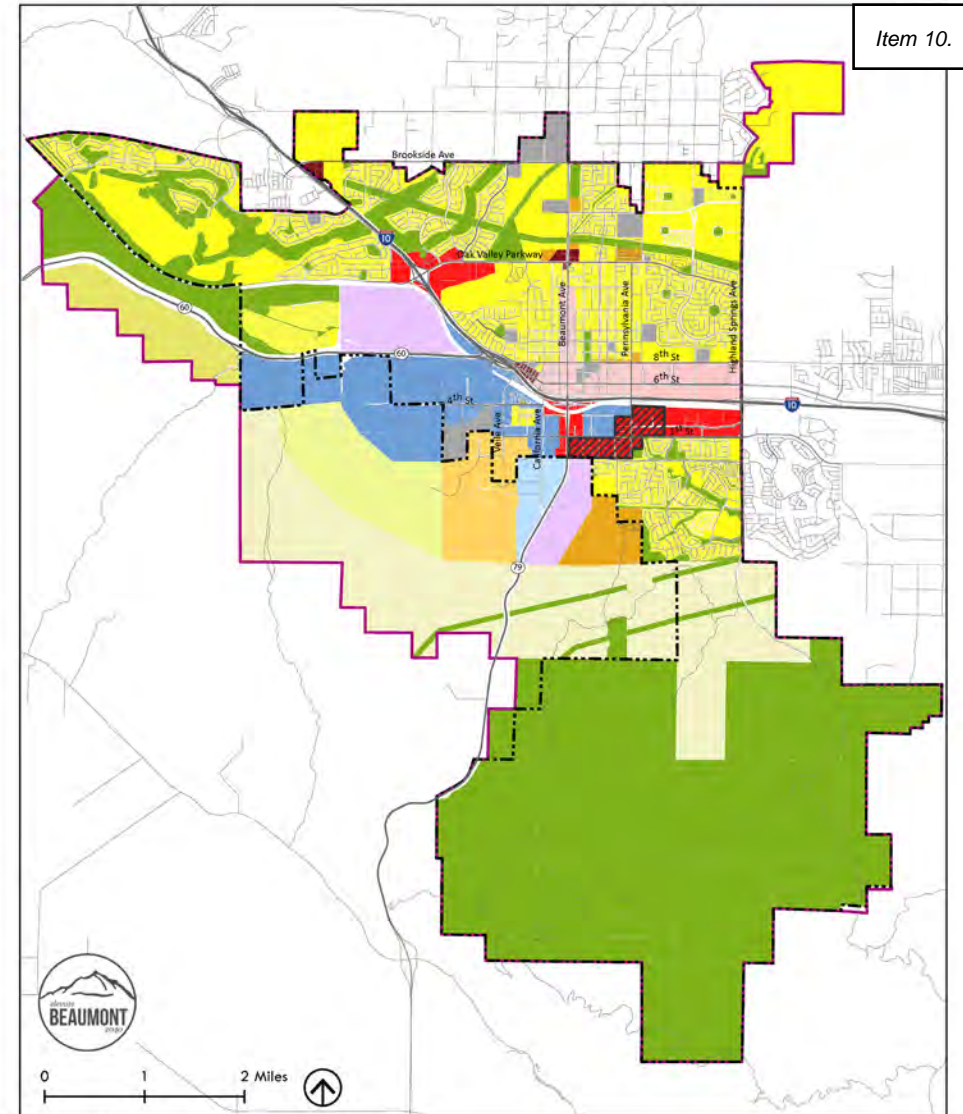
- Create a vibrant downtown
- Pursue an infill strategy
- Improve retail corridors
- Expand housing choices
- Protect the city's historic resources
- Expand and enhance employment opportunities
- Improve fiscal performance of the City
- Improve infrastructure and keep pace with development
- Improve health outcomes
- Create a diverse and extensive open space network
- Enhance opportunities for tourism
- Ensure high level of public safety



LAND USE CHANGE

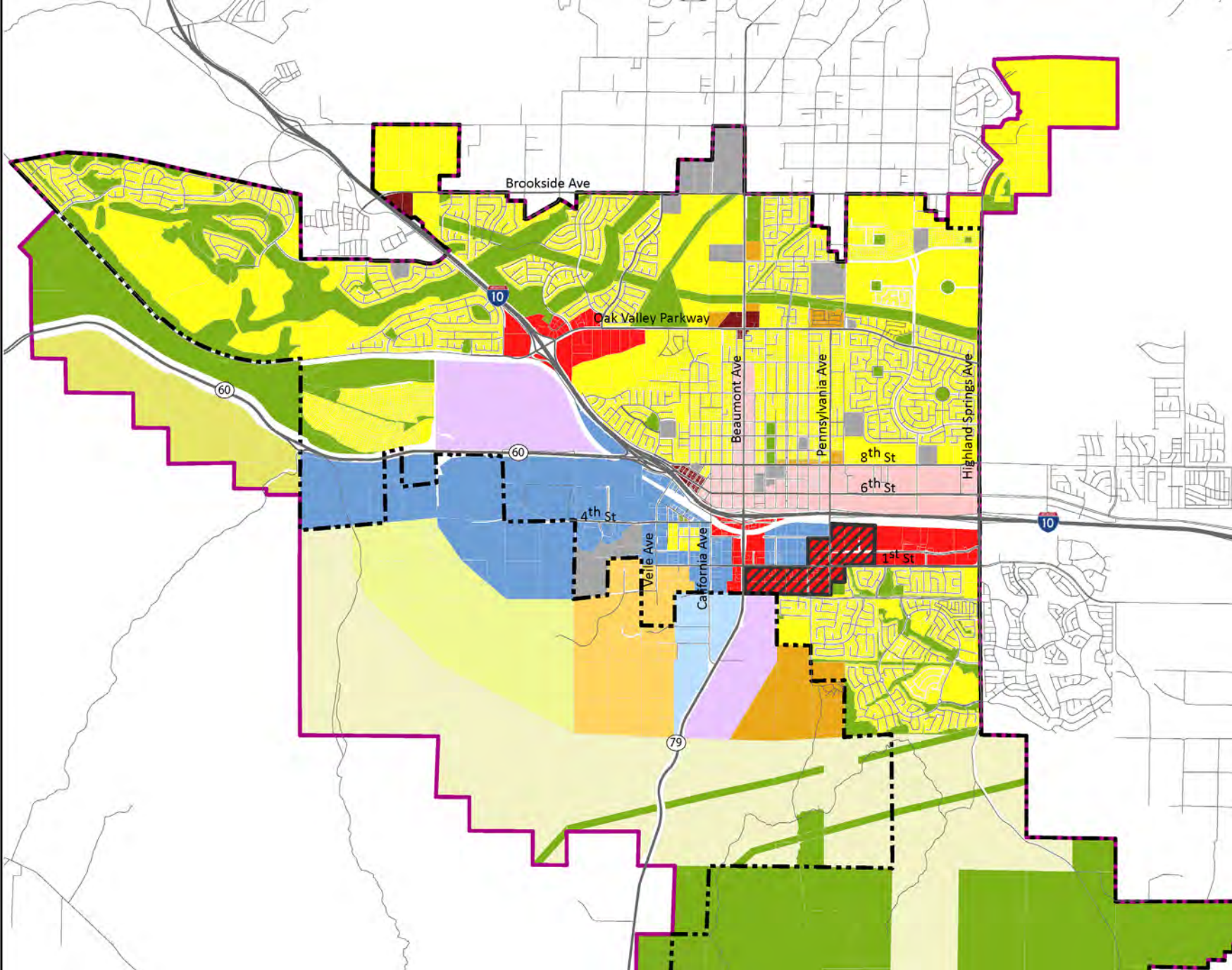
- Most undeveloped land within the City limits is already entitled for development
- Areas in downtown will experience the most change
- Strategic focus:
 - *Preserving existing neighborhoods*
 - *Creating additional jobs*
 - *Expanding housing choices*
- Preparing for potential development in sphere of influence (south of City limits)

Item 10.



LAND USE DESIGNATIONS

City Boundary	High Density Residential	Urban Village
Sphere of Influence	Traditional Neighborhood	Downtown Mixed-Use
TOD Overlay	Single Family Residential	General Commercial
Open Space	Rural Residential (1 DU per acre)	Neighborhood Commercial
Employment District	Rural Residential (1 DU per 10 acres)	Public Facilities
Industrial	Rural Residential (1 DU per 40 acres)	



LAND USE DESIGNATIONS

Land Use Designation	Description	Density/ Intensity Range
RESIDENTIAL DESIGNATIONS		
Rural Residential (RR40)	Single family detached homes on 40 acre lots in a rural mountaineous setting	40 acre lots
Rural Residential (RR10)	Single family detached homes on 10 acre lots in a rural setting	10 acre lots
Rural Residential (RR1)	Single family detached homes on 1 acre lots in a hillside setting	1 acre lots
Single Family Residential (SFR)	Single-family residential (attached or detached).	0-4 du/acre
Traditional Neighborhood (TN)	Single-family detached houses and small-scale multi-family housing (such as duplexes, garden apartments and rowhouses)	4-6 du/acre
High-Density Residential (HDR)	Multi-family housing (townhomes, condominiums, apartments, etc.) near transit, commercial, civic and recreational uses	12-30 du/acre
NON-RESIDENTIAL DESIGNATIONS		
Neighborhood Commercial (NC)	Range of neighborhood supportive retail and service-oriented land uses, including markets, restaurants, and similar uses to serve walk-in traffic.	FAR up to 1.0
General Commercial (GC)	Variety of "big box" and "large format" retailers in commercial shopping centers that serve adjacent neighborhoods.	FAR up to 0.75
Employment District (ED)	Employment uses for market-supported light industrial, research and development, creative office and maker space type uses. Includes retail, service and other supportive uses.	FAR 0.5 to 1.0
Industrial (I)	Range of industrial uses, including "stand-alone" industrial activities, general industrial, light industrial, research parks, private trade schools, colleges, and business parks.	FAR 0.25 to 0.75
MIXED USE DESIGNATIONS		
Downtown Mixed Use (DMX)	Mixed-use buildings with active ground floor retail uses, upper level professional office, service activities in conjunction with multi-family residential uses and live/work units.	0-22 du/acre; FAR up to 0.5
Urban Village (UV)	Variety of specialized land uses, including a regional serving commercial, higher density residential development, educational uses and abundant open space and recreation amenities.	12-24 du/acre; FAR up to 1.0
Transit Oriented District Overlay (TOD Overlay)	Residential and supportive employment and commercial uses near the future Metrolink transit station.	18-30 du/acre; FAR up to 1.0
OTHER/PUBLIC DESIGNATIONS		
Public Facilities (PF)	Public and/or civic use, including Civic Center, city yard, libraries, and K-12 public schools.	FAR up to 1.0
Open Space (OS)	Passive and active parks, trails, golf courses, public community centers, supportive maintenance sheds, etc.	n/a

Item 10.

RURAL RESIDENTIAL

Rural Residential 40 (RR40): Single family detached homes on 40 acre lots in a rural mountainous setting



Rural Residential 10 (RR10): Single family detached homes on 10 acre lots in a rural setting



Rural Residential 1 (RR1): Single family detached homes on 1 acre lots in a hillside setting



RESIDENTIAL

Single Family Residential (SFR): Single-family residential (attached or detached).



High Density Residential (HDR): Multi-family housing (townhomes, condominiums, apartments, etc.) near transit, commercial, civic and recreational uses

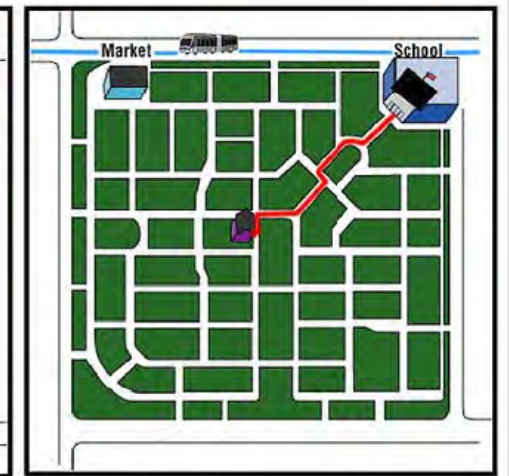


TRADITIONAL NEIGHBORHOOD (TN)

Traditional Neighborhood (TN)*: Single-family detached houses and small-scale multi-family housing (such as duplexes, garden apartments and rowhouses)



Driving-only transportation pattern



Walkable connected transportation network



**New Designation*

COMMERCIAL

Neighborhood Commercial (NC): Range of neighborhood supportive retail and service-oriented land uses, including markets, restaurants, and similar uses to serve walk-in traffic.



General Commercial (GC): Variety of "big box" and "large format" retailers in commercial shopping centers that serve adjacent neighborhoods.



EMPLOYMENT + INDUSTRIAL

Employment District* (ED): Employment uses for market-supported light industrial, research and development, creative office and maker space type uses. Includes retail, service and other supportive uses.



Industrial (I): Range of industrial uses, including “stand-alone” industrial activities, general industrial, light industrial, research parks, private trade schools, colleges, and business parks.



**New Designation*

MIXED USE

Downtown Mixed Use (DMX)*: Mixed-use buildings with active ground floor retail uses, upper level professional office, service activities in conjunction with multi-family residential uses and live/work units.



Urban Village (UV)*: Variety of specialized land uses, including a regional serving commercial, higher density residential development, educational uses and abundant open space and recreation amenities.



**New Designation*

TRANSIT ORIENTED DISTRICT OVERLAY

Transit Oriented District Overlay* (TOD Overlay): Residential and supportive employment and commercial uses near the future Metrolink transit station.



**New Designation*

PUBLIC FACILITIES + OPEN SPACE

Public Facilities (PF): Public and/or civic use, including Civic Center, city yard, libraries, and K-12 public schools.



Open Space (OS): Passive and active parks, trails, golf courses, public community centers, supportive maintenance sheds, etc.



MOBILITY

STATE REGULATIONS

AB 1558 Complete Streets

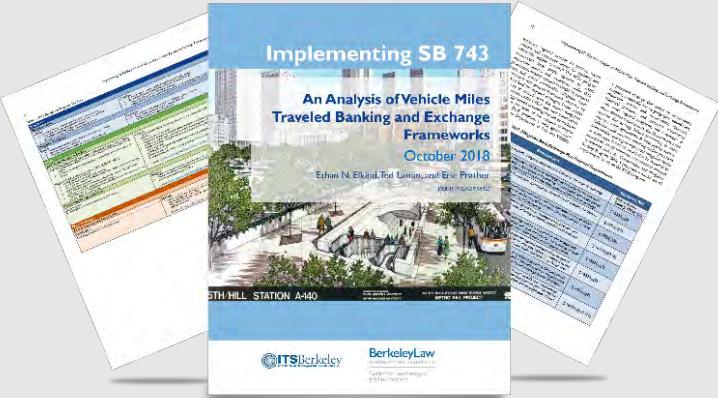
Requires cities to plan for all modes of transportation where appropriate, including walking, biking, car travel, and transit. In addition, the act requires circulation elements to consider the multiple users of the transportation system, including children, adults, seniors, and the disabled



SB 743 General CEQA Reform, VMT

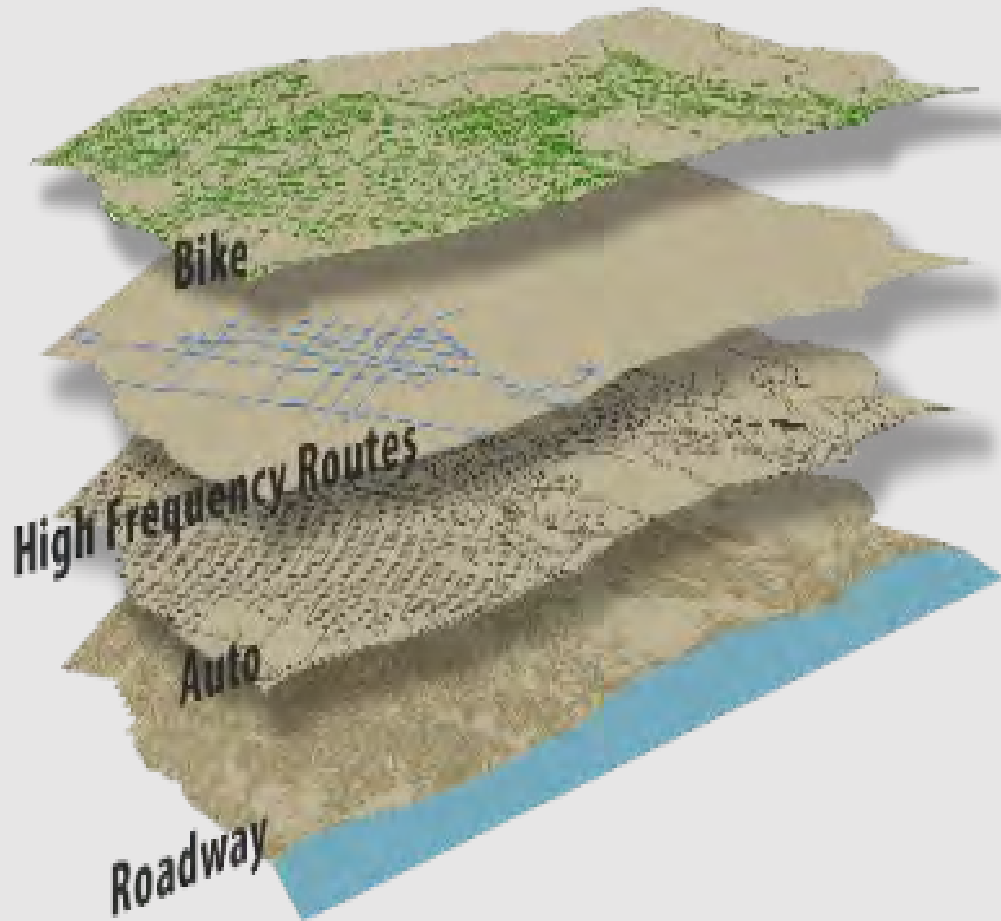
Shift from measuring auto delay (Level-of-Service) to vehicle miles traveled (VMT)

Aims to balance the needs of congestion management, infill development, public health, and greenhouse gas reductions



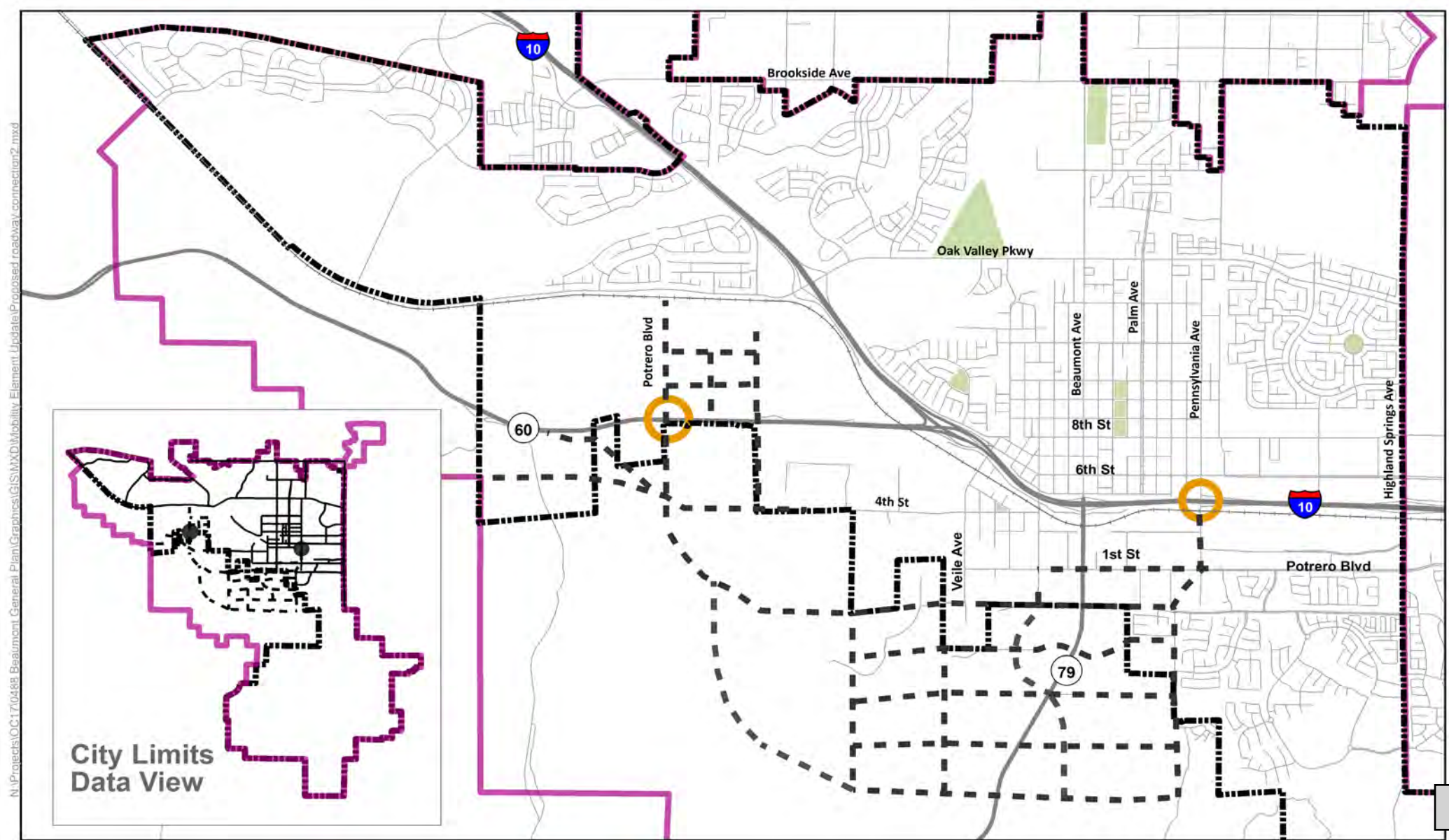
COMPLETE STREETS – LAYERED NETWORK

Item 10.



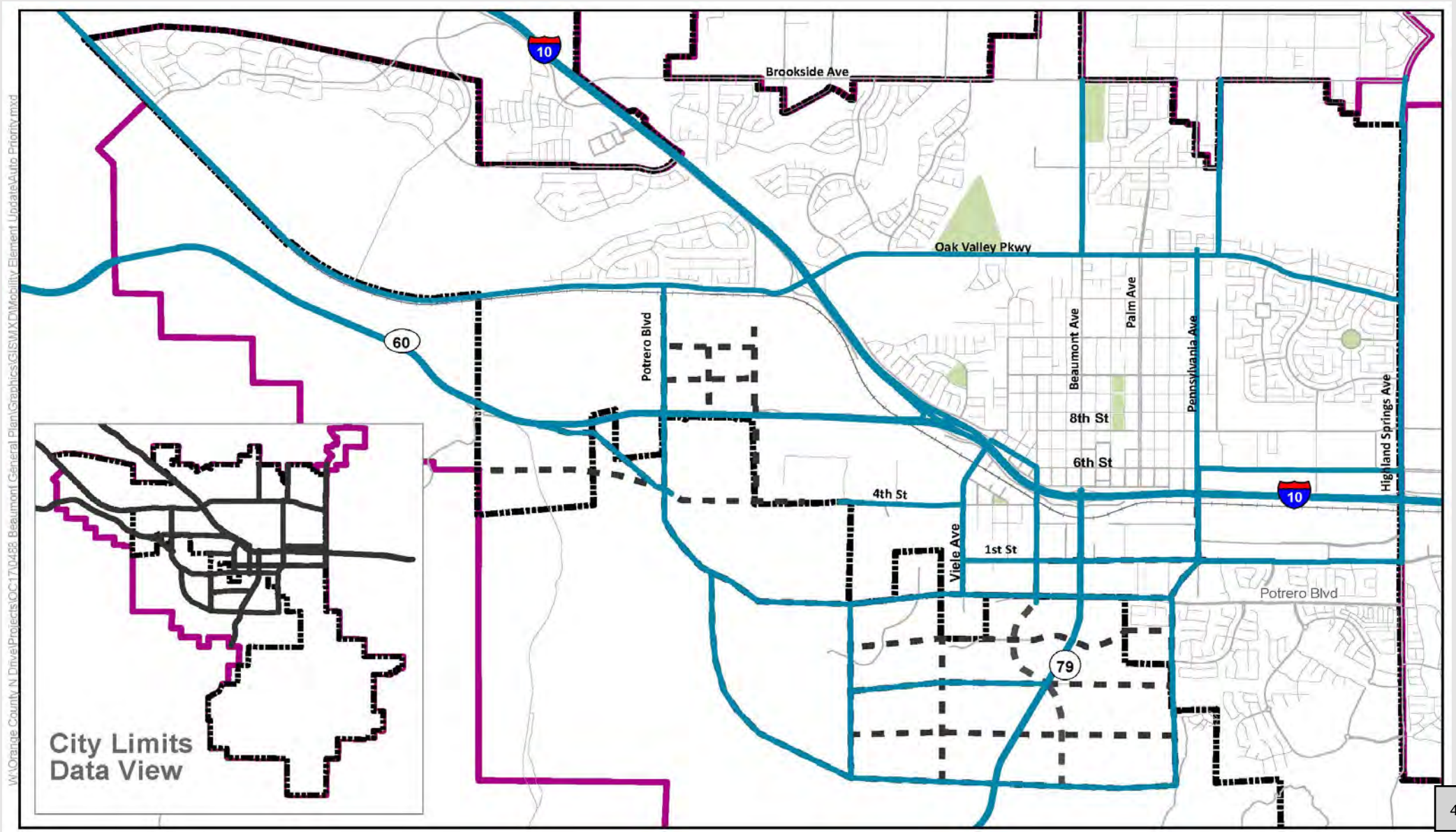
- Mobility Element utilizes a layered networks approach to provide a balanced mobility system
- Complete Streets are designed to enable safe access for users of all ages and all modes of transportation
- Travel modes were prioritized along certain streets based on:
 - *Surrounding land use*
 - *Roadway classification*
 - *Street typology*

INCREASE CONNECTIVITY



N:\Projects\OC\170488_Beaumont_General_Plan\Graphics\GIS\Map\Mobility_Element\Mapdata\Proposed_Roadway_Connection2.mxd

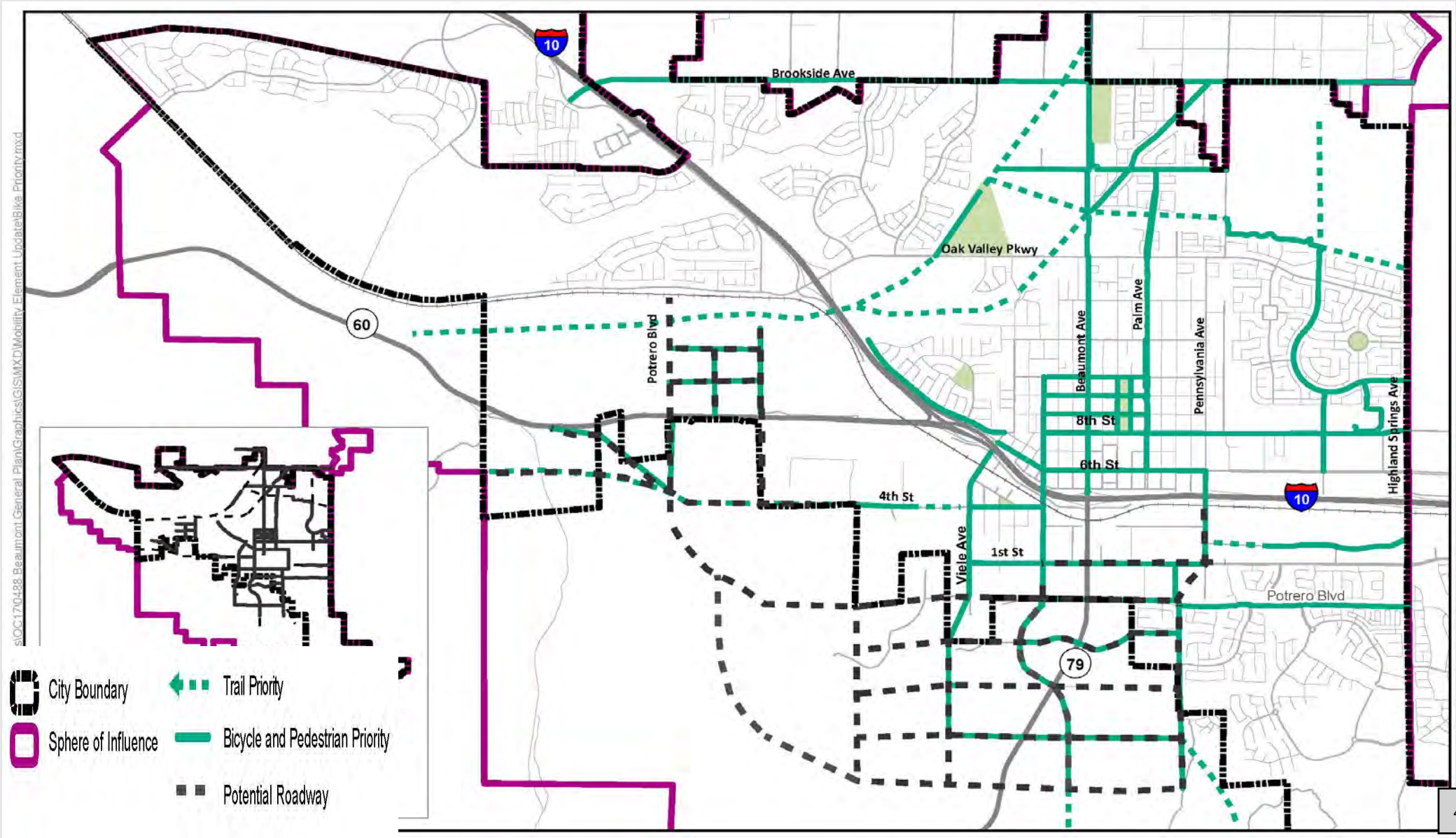
AUTO-PRIORITY STREETS



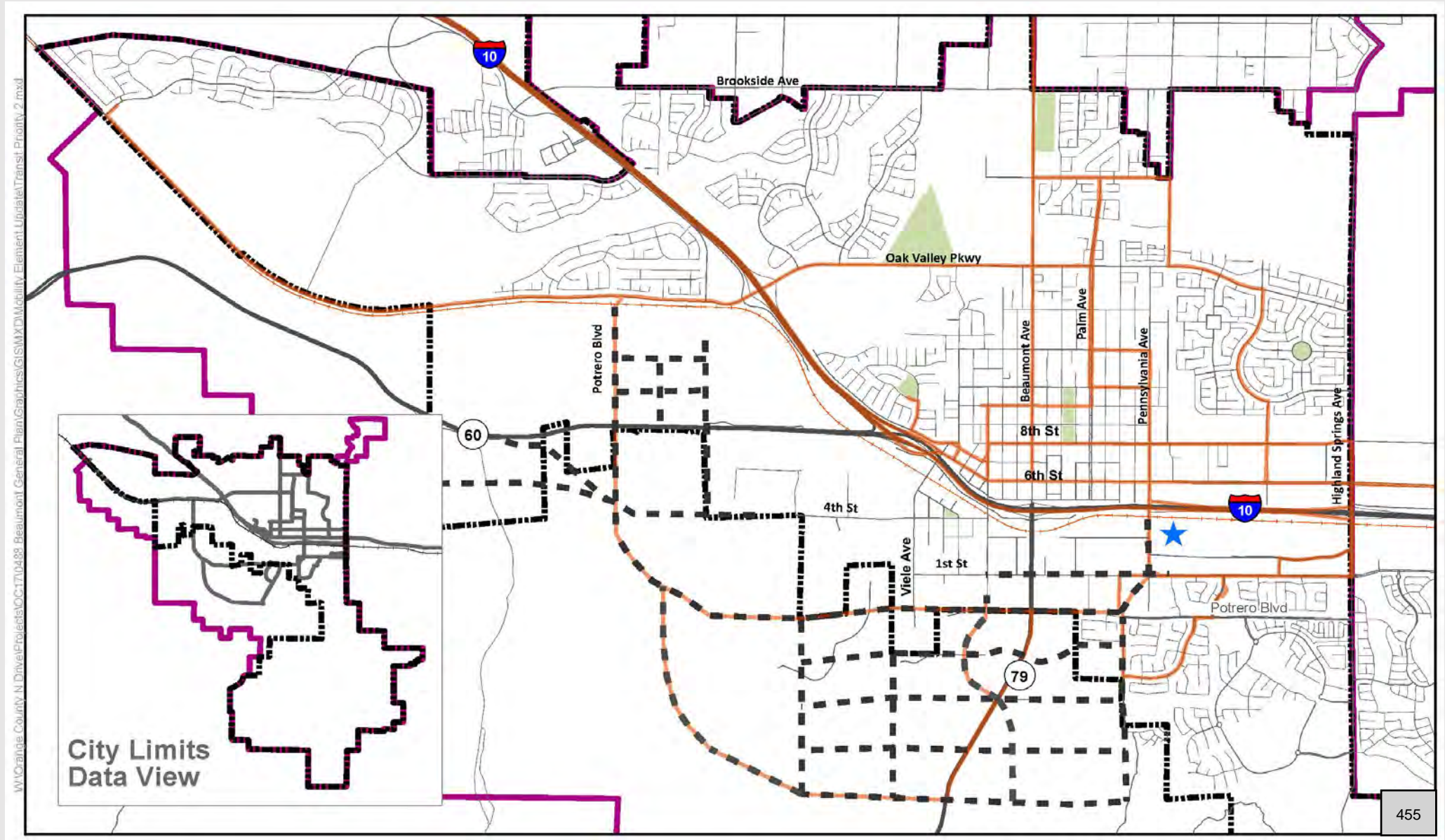
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City Limits
Data View

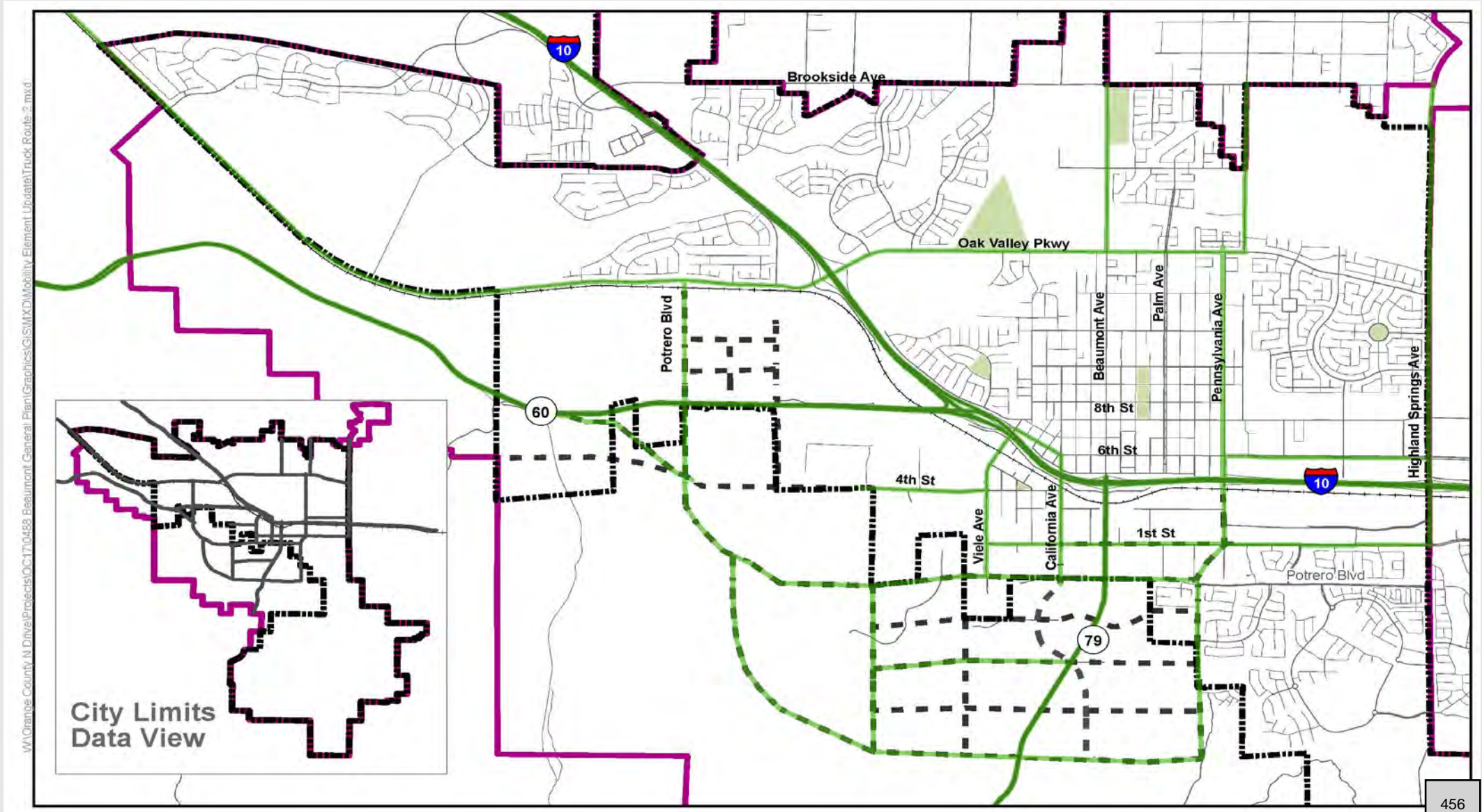
BIKE/PED PRIORITY



TRANSIT PRIORITY

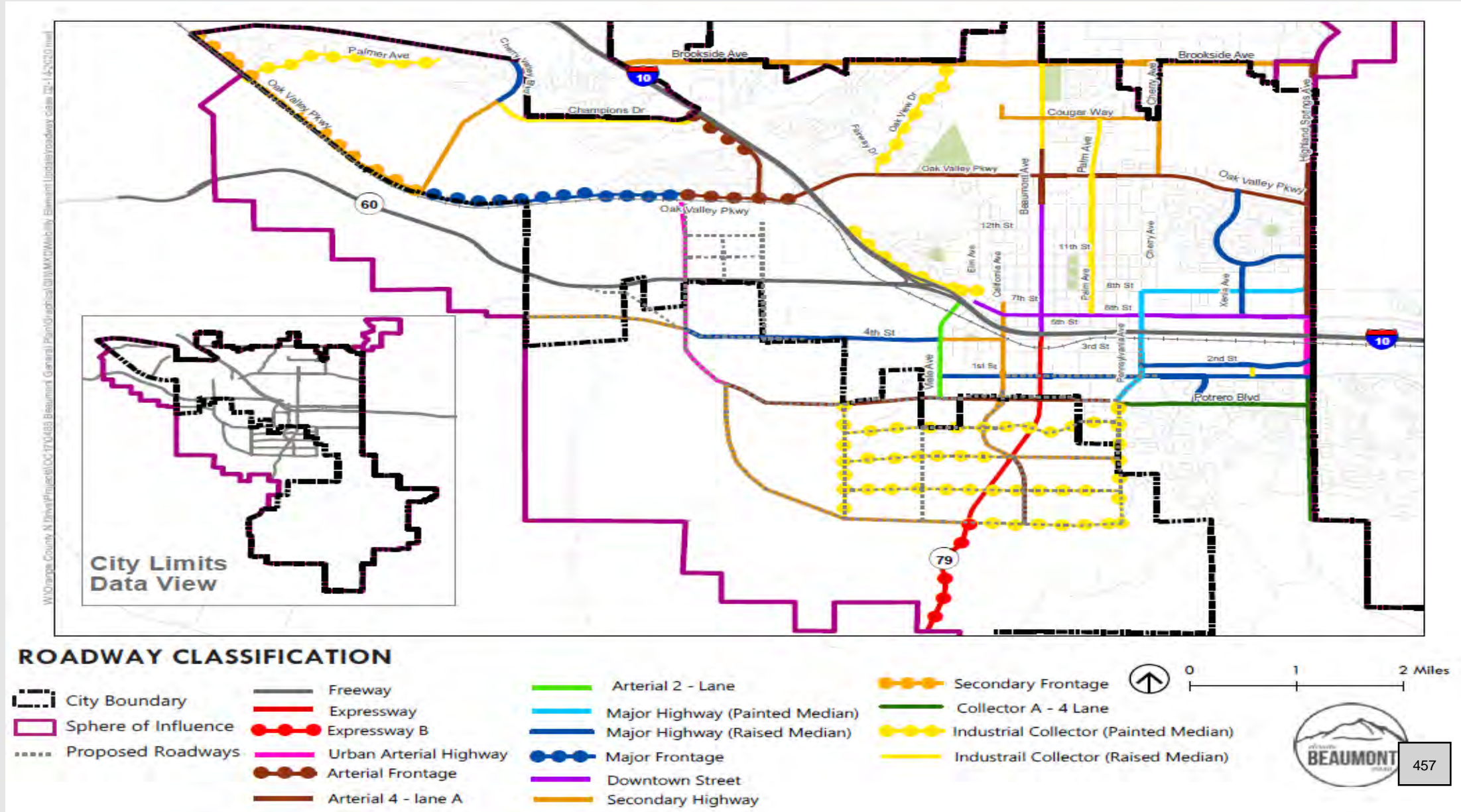


GOODS MOVEMENT – TRUCK PRIORITY

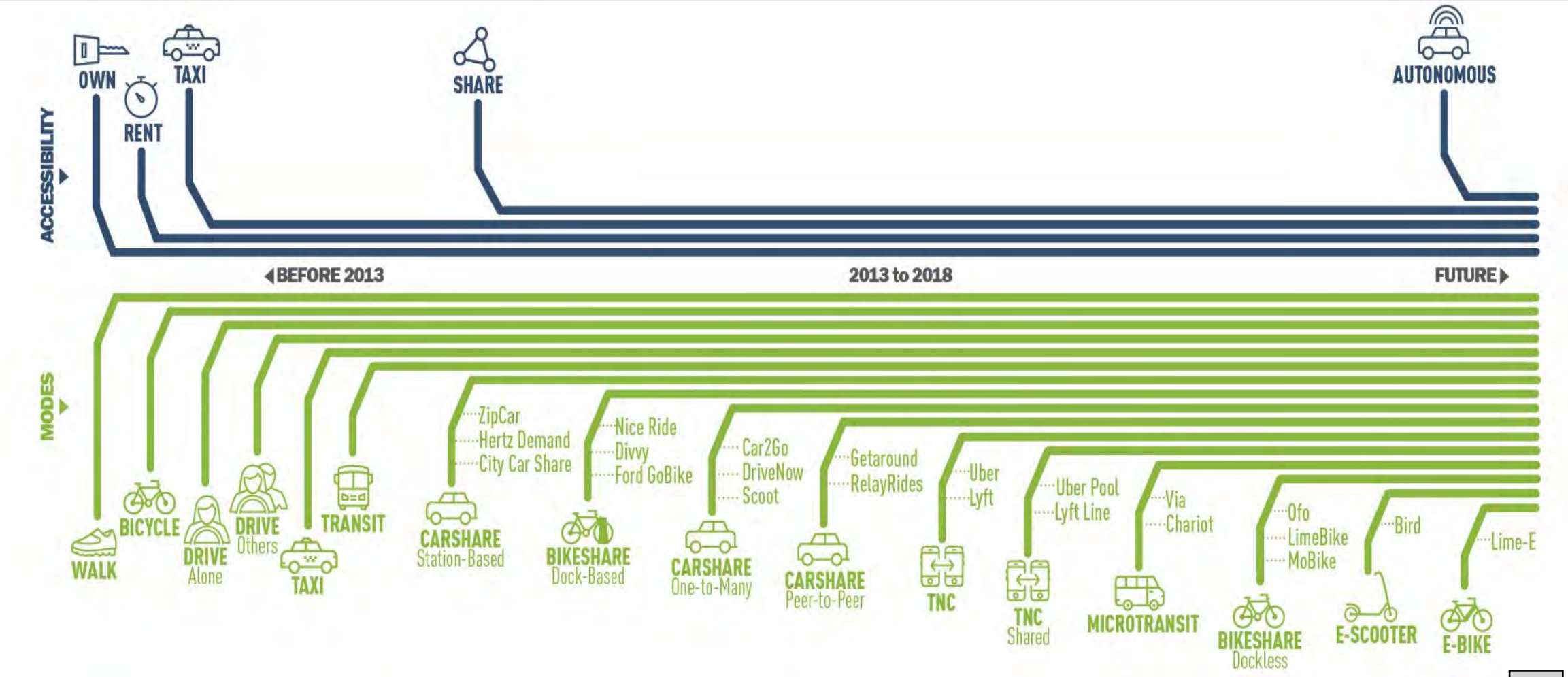


CONSOLIDATED CLASSIFICATIONS MAP

Item 10.



VEHICLE ACCESSIBILITY & TRAVEL MODELS





DOWNTOWN AREA PLAN

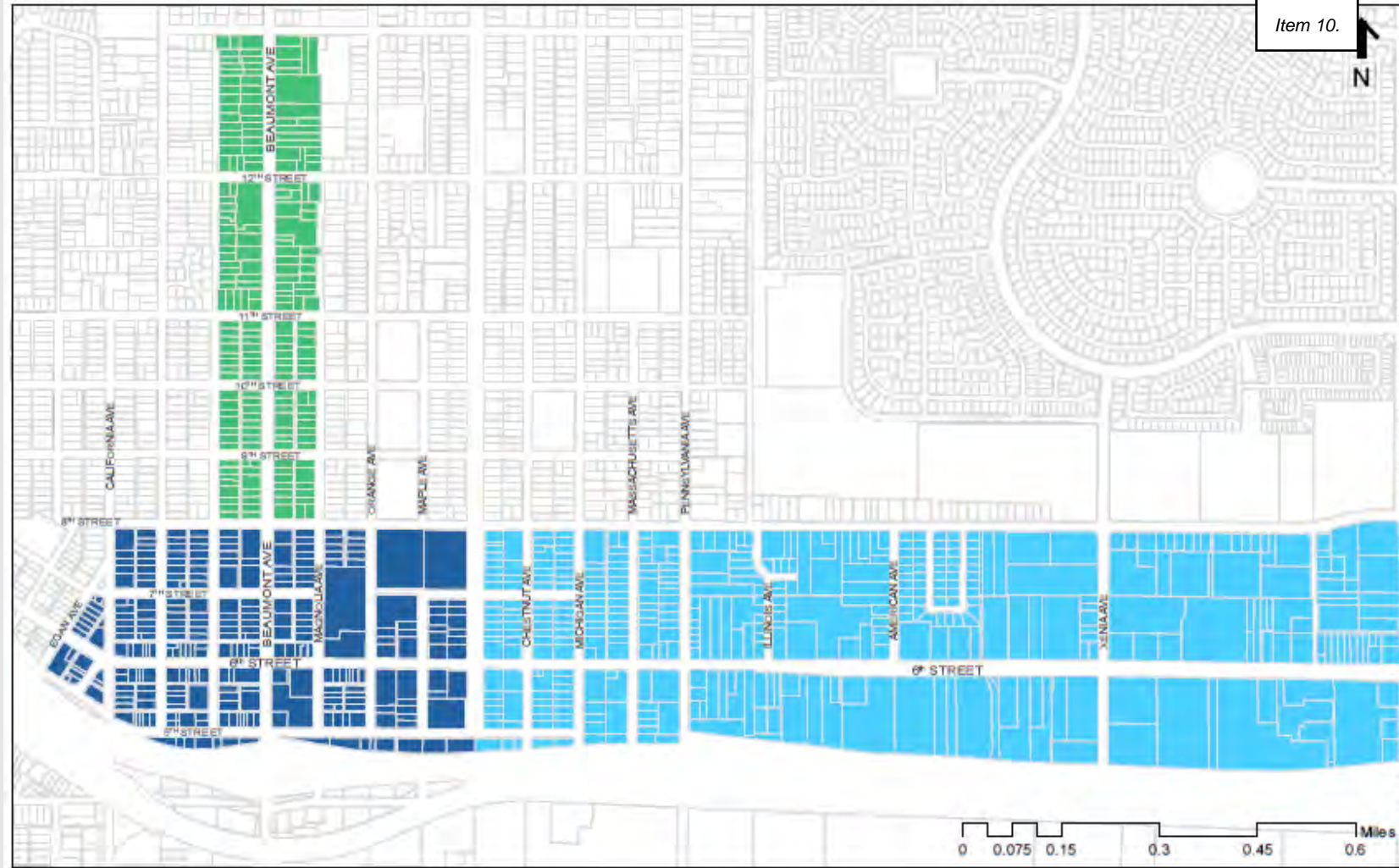
DOWNTOWN VISION

- Focused interventions in area along Sixth Street and Beaumont Avenue
- Defining the City's center:
 - *Civic anchor*
 - *Walkable, active, and pedestrian-oriented*
 - *Retail and entertainment*
 - *Mixed residential uses*





Downtown Beaumont will be the heart of the City, providing an exciting diversity of economic, residential, and cultural opportunities. It will be a vibrant and dynamic place to work, live, shop, and gather for special events. It will also be a pedestrian-friendly environment with comfortable sidewalks and an inviting streetscape. The Downtown Area Plan will create a balanced and integrated mix of residential, office, retail and civic land uses that generate daily activity in the daytime and evenings and create a lively and dynamic environment. This Plan encourages opportunities for public gathering spaces and parks for civic and cultural events that are supported by a street network which meets the needs of pedestrians, bicyclists, and motor vehicles.



DOWNTOWN AREA PLAN

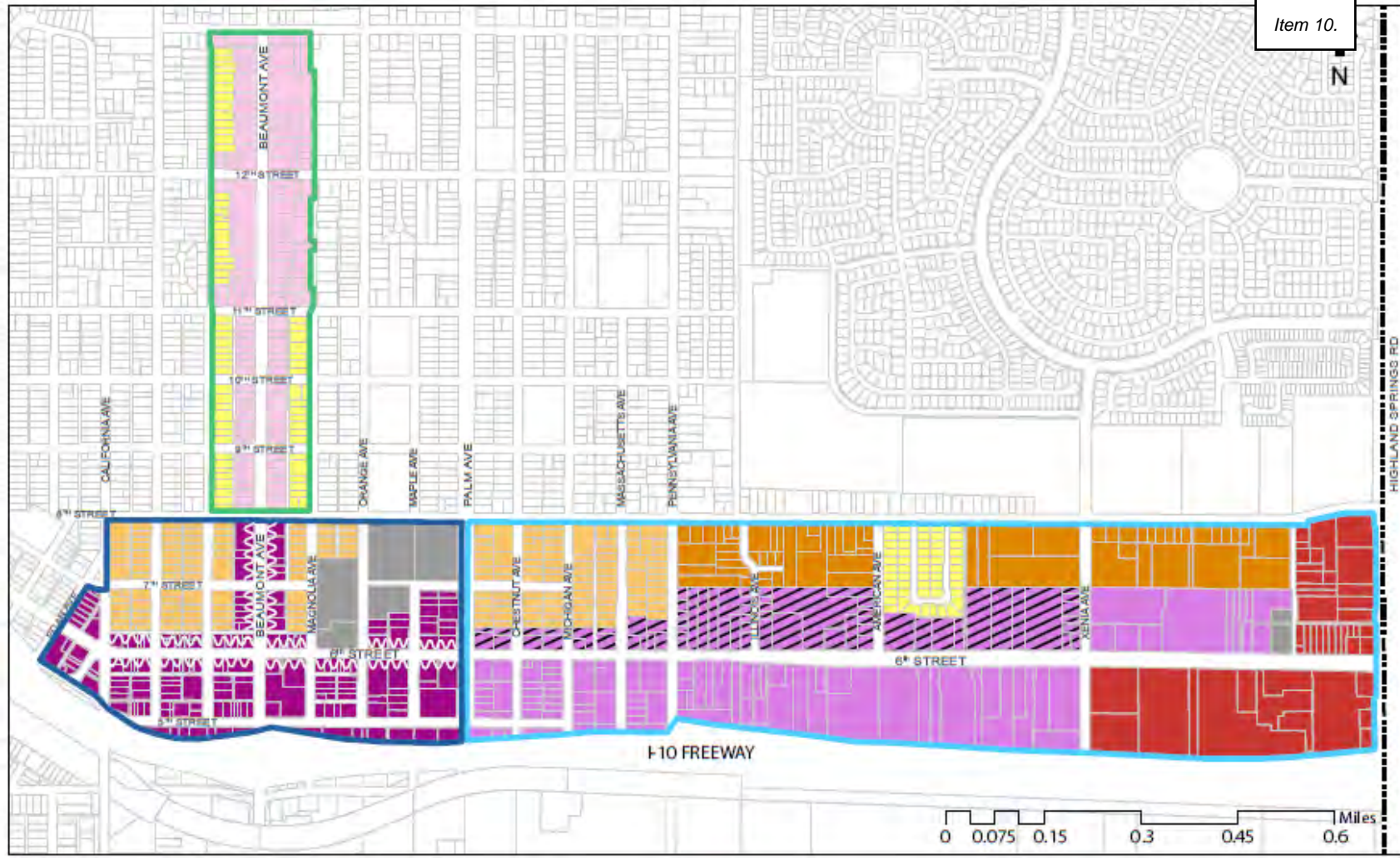


Downtown Core District

-  City Boundary
-  Beaumont Avenue District
-  Downtown District
-  Extended Sixth Street District

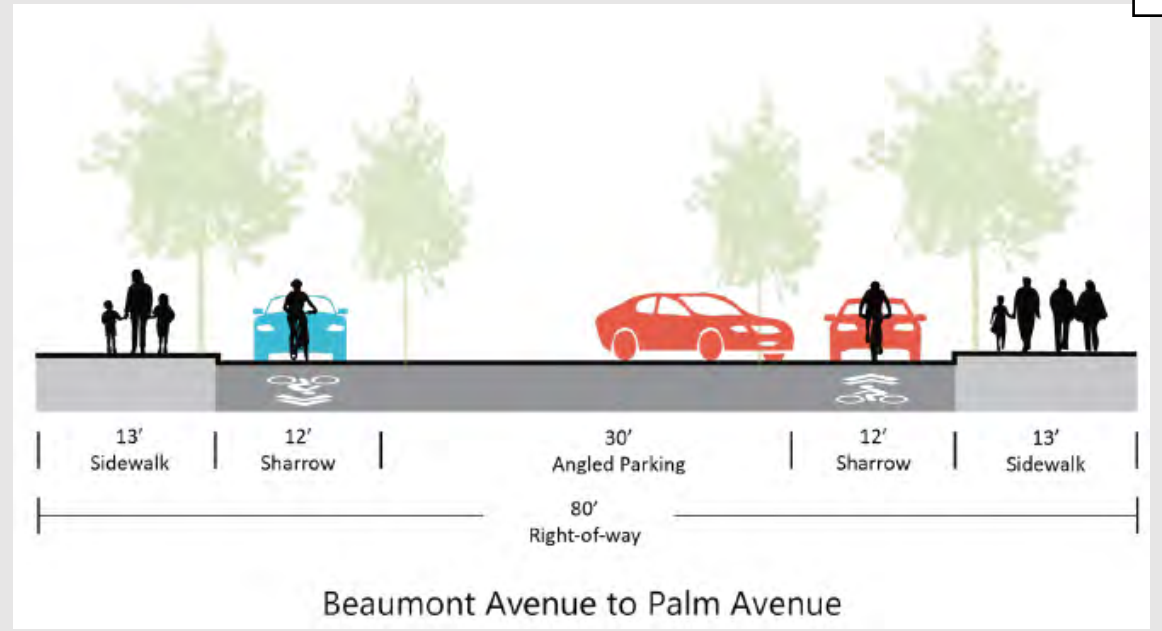
DOWNTOWN DISTRICTS

Item 10.

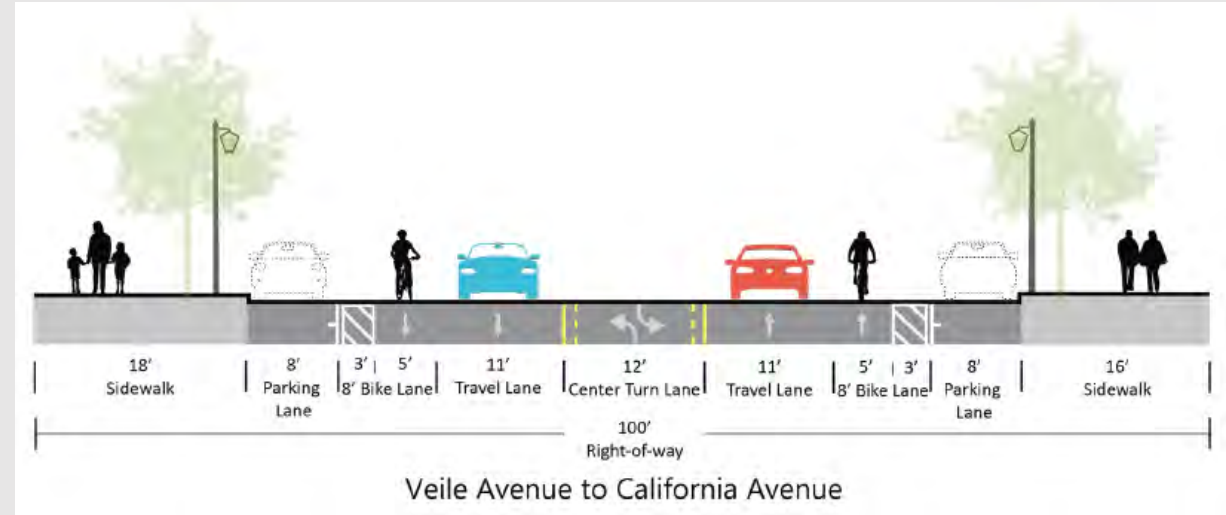


- City Boundary
- Beaumont Avenue District
- Downtown District
- Extended Sixth Street District
- Downtown Residential Single Family
- Downtown Mixed Residential
- Downtown Residential Multifamily
- Downtown Mixed Use
- Beaumont Mixed Use
- Sixth Street Mixed Use
- Sixth Street Mixed Use - Residential
- Local Commercial
- Public Facilities
- Active Ground Uses Required

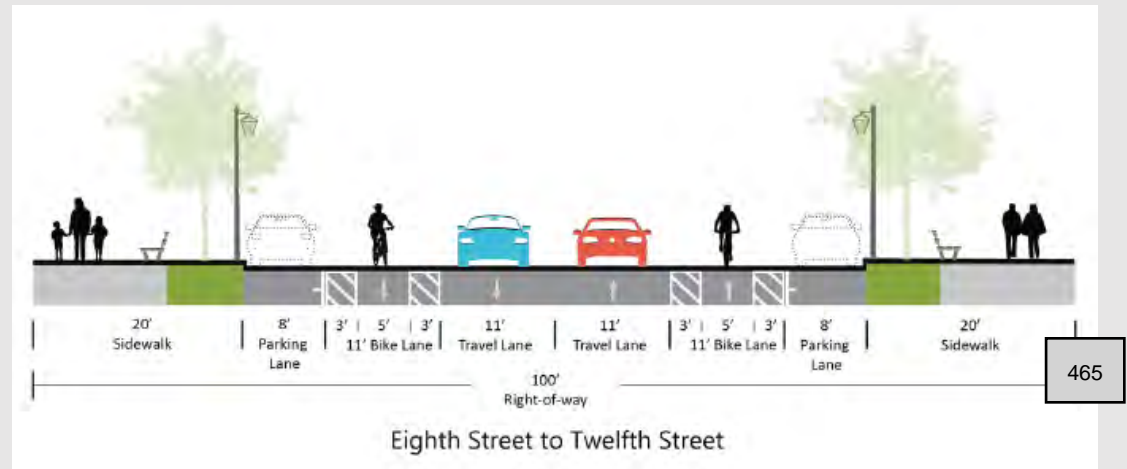
SIXTH STREET



SIXTH STREET



BEAUMONT AVENUE





HEALTH + ENVIRONMENTAL JUSTICE



HIGH PRIORITY ACTIONS

- **Health Resources Inventory.** Develop an inventory of health resources in the City in cooperation with the RUHS-PH.
- **Joint Use of Community Facilities.** Create a formal shared use agreement with the Beaumont Unified School District where the public and organizations (such as youth and adult intramural leagues) can access school fields/property after normal school hour
- **Vision Zero Policies.** Adopt and implement a Vision Zero program that reduces vehicle related fatalities to zero.



COMMUNITY FACILITIES + INFRASTRUCTURE

HIGH PRIORITY ACTIONS

- **Zoning and Implementation Ordinances.** Update zoning and building codes to enable innovative sustainability measures such as:
 - *Greywater capture and reuse systems*
 - *Wind generation on residential and commercial buildings*
 - *Electric vehicle infrastructure requirements*
 - *Green building performance standards*
- **Debris Recycling Ordinance.** Create a construction and demolition debris recycling ordinance to support the diversion of recyclable and recoverable materials. Work with local partners to conduct outreach targeting waste generators.
- **School District Planning.** Work in partnership with Beaumont Unified School District to promote collaborative planning efforts, including analysis of future student impacts, joint use opportunities, and arts and culture programming.



CONSERVATION + OPEN SPACE

HIGH PRIORITY ACTIONS

- **Green Building Design.** Update the Municipal Code to identify and prioritize green building design features that mitigate the impacts of climate change.
- **Climate Adaptation Plan.** Develop a Climate Adaptation Plan to identify the City's most significant potential climate change risks. Include a vulnerability assessment, adaptation strategy, and plan maintenance.
- **Advanced and Green Industry Workforce Training.** Coordinate with local, regional, and state entities to identify or create training and placement programs in advanced and green industries, including advanced manufacturing, green building, and sustainable industries (e.g. renewable energy industries, water treatment, and wastewater management).



SAFETY

HIGH PRIORITY ACTIONS

- **Police Department Staffing Ratio.** Work with the police department to establish resource needs to sustain minimum staffing levels.
- **Community Risk Assessment.** Conduct a community risk assessment to identify critical facilities and community assets.
- **Fire Hazard Risk Assessment.** Inventory all buildings, assigning risk level for all wildfire hazards in the City and developing regulations for each level to minimize wildfire risk.
- **California Building Codes.** Adopt the latest version of the California Building Code (CCR Title 24, published triennially) when released.



NOISE

HIGH PRIORITY ACTIONS

- Update the City's Noise Ordinance. Provide development standards and project design guidelines that include a variety of mitigation measures that can be applied to meet City standards for projects exceeding the City's noise standards.
- Project Design Guidelines. Integrate project design guidelines that integrate features into new developments that minimize impacts associated with the operation of air conditioning and heating equipment, on-site traffic, and use of parking, loading, and trash storage facilities.
- Construction Noise Limits. Review the hours of allowed construction activity to ensure they effectively lead to compliance within the limits (maximum noise levels, hours and days of allowed activity) established in the City's noise regulations.



ECONOMIC DEVELOPMENT + FISCAL

HIGH PRIORITY ACTIONS

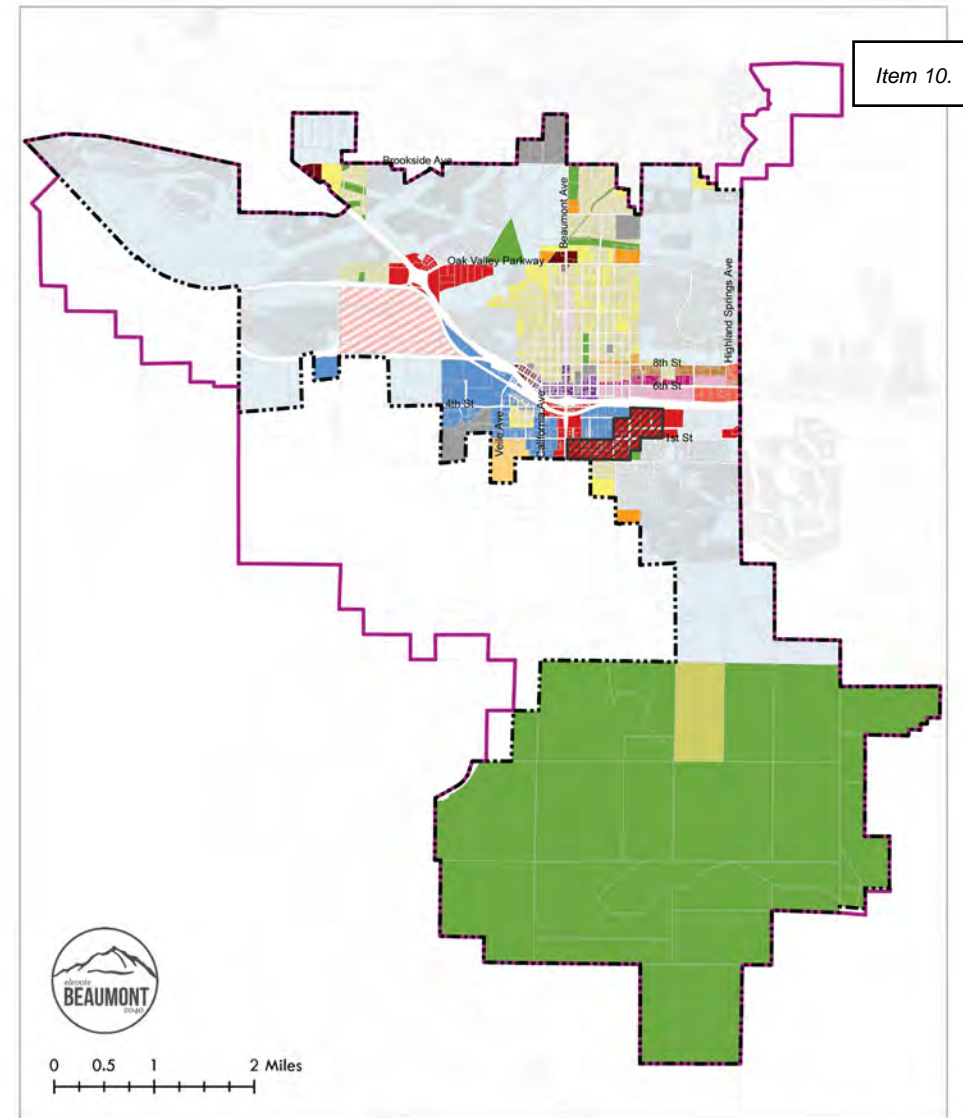


- **Streamline Permit Review.** Create a “One Stop Permitting” process to streamline the permit review process that facilitates business attraction, retention, and expansion of projects.
- **Online Site Inventory.** Create and maintain an online inventory of shovel-ready sites and provide individualized site selection assistance to expanding and new businesses.
- **Retail Recruitment Strategy.** Create and implement a retail recruitment strategy that utilizes direct communications with targeted retailers to reverse sales tax leakage in key sectors, such as dining, entertainment, and specialty retail.

ZONING ORDINANCE + MAP

ZONING ORDINANCE

- Zoning Ordinance: establishes zoning districts that govern the use of land, indicates standards for structures and improvements that are permitted, and establishes procedures for the granting of permits and entitlements.
- Zoning Map: shows boundaries of the zoning districts applicable to specific properties within the City.



Item 10.

CITY OF BEAUMONT ZONING

9/1/20

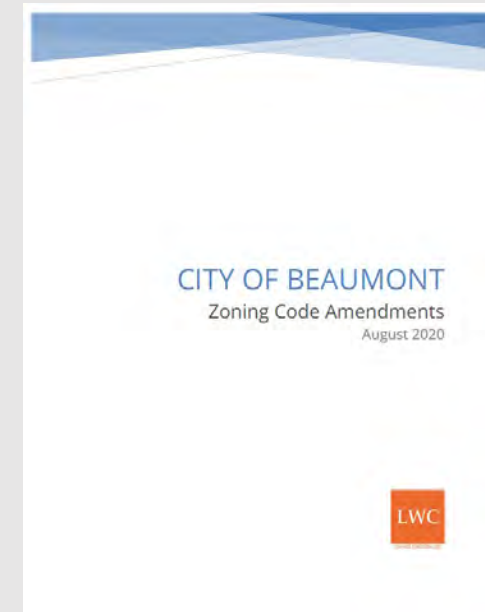
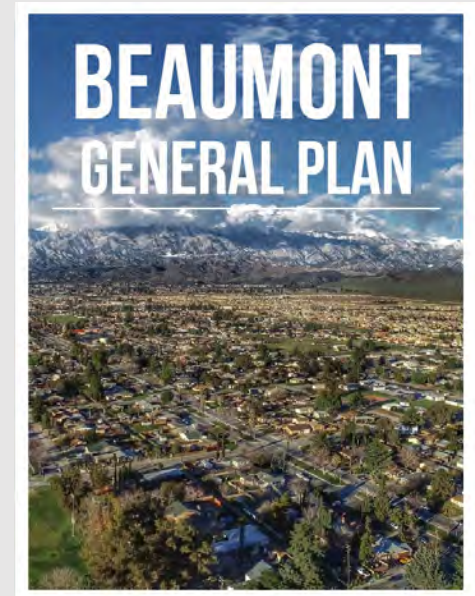
City Boundary	Rural Residential	Sixth Street Mixed Use - Residential	Community Commercial
Sphere of Influence	Single Family Residential	Sixth Street Mixed Use	Neighborhood Commercial
TOD Overlay	Traditional Neighborhood	Beaumont Mixed Use	Recreation/Conservation
Specific Plan Area	Multi-Family Residential	Downtown Mixed Use	Manufacturing
Urban Village	Downtown Residential Multifamily	Local Commercial	Public Facility

KEY CHANGES

- State law requires consistency between zoning map and zoning code. Zoning language and maps were changed to ensure:
 - *Better integration of land use and transportation infrastructure*
 - *Walkable, multi-modal streets*
 - *Establishment of retail, business and employment centers*
 - *Neighborhood commercial uses*
 - *Discourage incompatible land uses (e.g., sensitive land uses near air pollution sources)*
 - *Preservation of open spaces, greenbelts, and habitat*

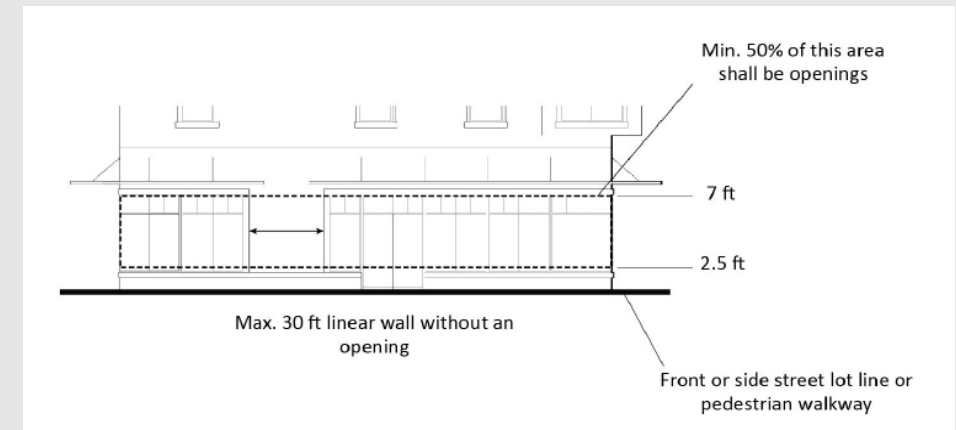
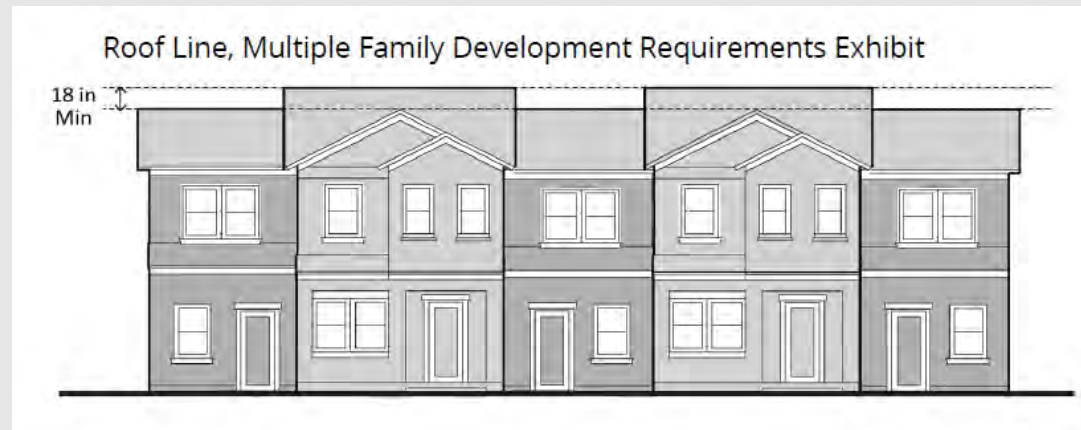
ZONING CODE AMENDMENTS

- While the General Plan sets the community's long-term vision, the Zoning Code dictates how land can be used to achieve that vision
- Focused Zoning Code amendments are proposed to implement the updated General Plan's policies and programs
- No change to overall Zoning Code organization or structure



ZONING CODE AMENDMENTS - ZONES

- Standards and allowed uses updated to reflect those in General Plan (e.g., lot size, density, FAR, lot coverage, height, etc.)
- Standards for pedestrian connectivity; building placement, modulation, and transparency; and others added to appropriate zones



Modifications to Existing Zones

Item 10.

Current Zone	Proposed Zone	Notes
Commercial General (CG Zone)	Commercial Neighborhood (CN Zone)	Name change more accurately reflects purpose and intent of zone
Urban Village Overlay	Urban Village Zone	Changed from an overlay to a base zone because functions as a base zone

New Zones

Current Zone	Proposed Zone	Notes
N/A	Residential, Traditional Neighborhood (R-TN Zone)	Implements TN General Plan Land Use Designation
N/A	Transit Oriented District Overlay (TOD Overlay)	Implements TOD Overlay General Plan Land Use Designation

Eliminated Zones

Current Zone	Proposed Zone	Notes
Commercial, Light Manufacturing (CM Zone)	N/A	Area along West Sixth Street. Addressed and zoned with Neighborhood Commercial Zone.
Beaumont Avenue Overlay	N/A	Addressed through Downtown Zone District: <ul style="list-style-type: none"> Beaumont Mixed Use Zone (BMU Zone)
6 th Street Overlay	N/A	Addressed through Downtown Zone Districts: <ul style="list-style-type: none"> Sixth Street Mixed Use Zone (SSMU Zone) Sixth Street Mixed Use – Residential Zone (SSMU-R Zone) Downtown Mixed Use (DMU Zone)
Mineral Resources Overlay	N/A	No longer relevant or necessary

ZONING CODE AMENDMENTS - PROCEDURES

- Certificates of Appropriateness to address historic resource protection
- Temporary uses addressed through administrative site plan review
- Minor modification of standards expanded (i.e., solar energy systems, parking, and open space requirement)

PUBLIC COMMENTS

PUBLIC COMMENTS

- Emphasize the role technology will play in shaping the landscape for future development initiatives. Essential elements include Connectivity, Wi-Fi hotspots, relay towers, etc.
- Protect the 9,000 plus acre Potrero Unit of the San Jacinto Wildlife Area in the General Plan
- Concern about adding development in the areas along Hwy 79 in the SOI will cause additional traffic problems.
- Good to have a plan for Downtown
- Concern about new warehouses and new housing in the city impacting its ‘small town character’

NOTIFICATIONS

- 1,032 letters sent
 - ~20 written comments received
 - 50+ phone calls received
- Key Themes
 - Most queries about how the change would affect their property
 - Several requests for zone changes



September 21, 2020

Property Owner

RE: Proposed Change of Zone for your property in the City of Beaumont

To whom it may concern:

Your property is within the Beaumont Avenue Overlay which is being updated as part of the citywide General Plan Update. This update includes a proposal to change the zoning of your property for consistency with the new General Plan. This is a public process and we would like to hear your feedback about this change.

If a zone change is adopted, legally established uses, like a home or business, can continue. A zone change does not require you to change how you use your property, but it may affect how you can develop your property in the future.

Proposed Change

Current zoning: Commercial General (CG)

Proposed zoning: Local Commercial (LC)

A summary of the current zoning can be found on the City's website at:

https://library.municode.com/ca/beaumont/codes/code_of_ordinances?nodeId=TIT17ZOC17.03ZOMAZODI_17.03.120PEUSBAZODI.

A summary of the proposed zoning can be found on the City's website at:

<https://www.beaumontca.gov/121/General-Plan>

If you have any questions or would like more information, please contact the City of Beaumont Planning Department at 951.769.8518 or via email at ctaylor@beaumontca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Christina Taylor".

Christina Taylor

Community Development Director

ZONING CHANGE REQUESTS

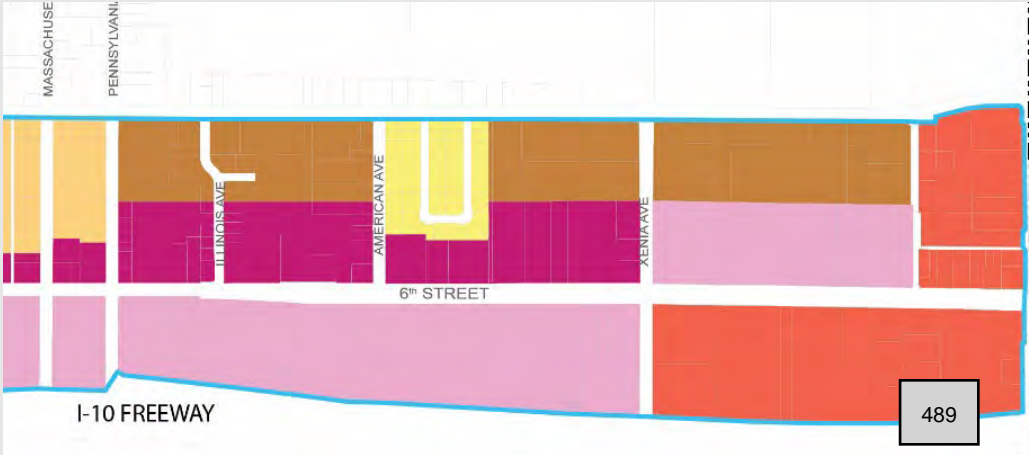
APN	EXISTING ZONING	PROPOSED ZONING	OWNER REQUEST	STAFF RECOMMENDATION
418-051-009	RMF	DMU	Retain RMF, as SFR will be non-conforming	NO. The proposed zoning is DMU, allows multifamily, no change
419-180-002-9 419-180-003-0 419-180-023-8 419-180-024-9 419-180-027-2		Local Commercial	Change to SSMU to allow for more flexibility and be consistent with zoning across the street	YES. Staff recommends making the change
418-093-009 to 418-093-013		DMU	Clarify non-conforming provisions for changing driveway configurations	YES. Staff recommends making the clarification

ZONING CHANGE REQUESTS

EXISTING ZONING - CG
PROPOSED ZONING - LC



OWNER REQUEST	STAFF RECOMMENDATION
Change to SSMU to allow for more flexibility and be consistent with zoning across the street	YES. Staff recommends making the change to the zoning and GP maps



ZONING CHANGE REQUESTS



OWNER REQUEST	STAFF RECOMMENDATION
Clarify non-conforming provisions for changing driveway configurations	YES. Staff recommends making the clarification

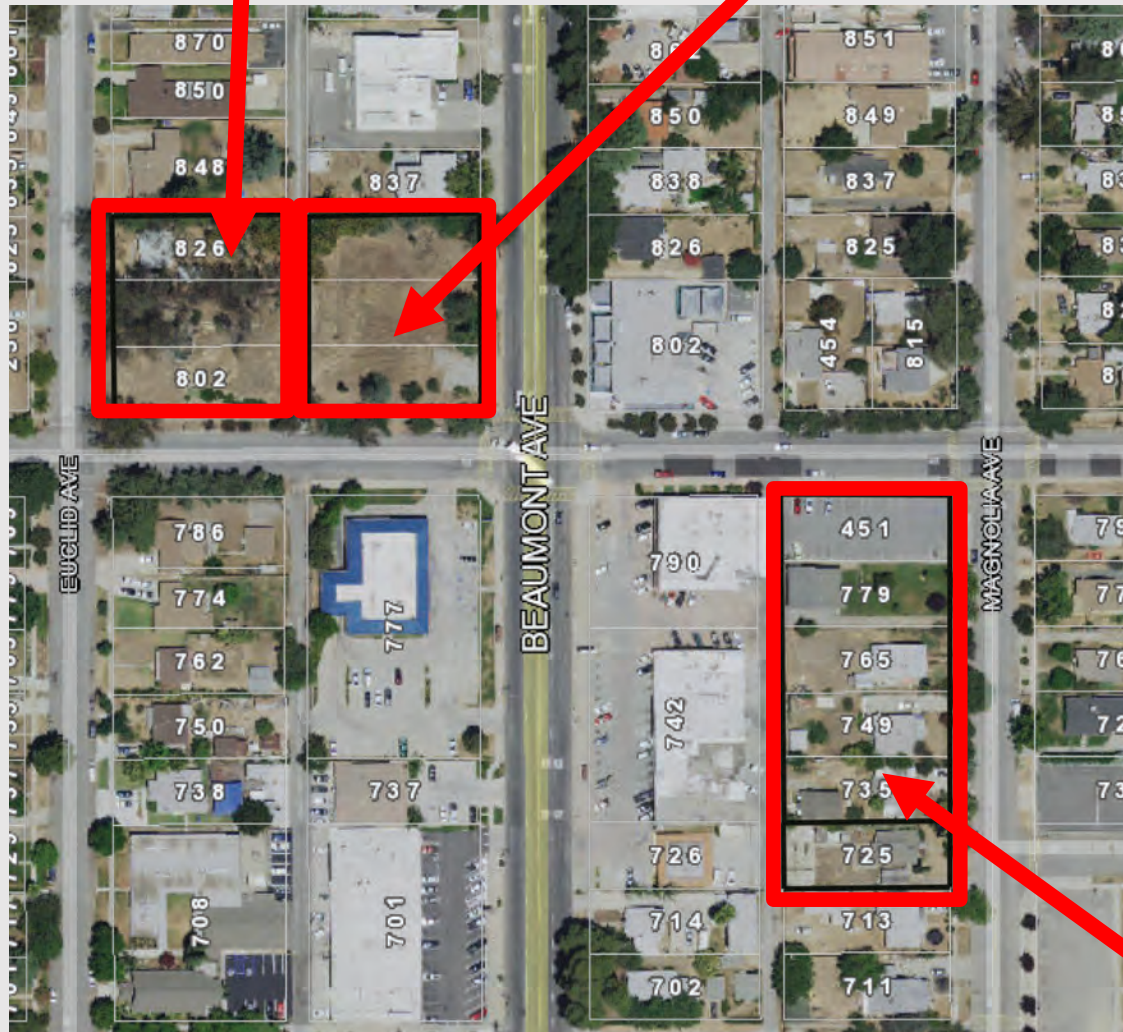
ZONING CHANGE REQUESTS

APN	EXISTING ZONING	PROPOSED ZONING	OWNER REQUEST	STAFF RECOMMENDATION
415-333-007 to 415-333-009 415-333-010 to 415-333-012 418-072-013 418-072-008 to 415-072-012	BAO	BMU/RSF	Retain BAO	NO. BAO is eliminated, these properties are residential and should remain as such to be consistent with surrounding uses along Magnolia and Euclid Avenues

ZONING CHANGE REQUESTS

EXISTING ZONING – BAO
PROPOSED ZONING - RSF

EXISTING ZONING – BAO
PROPOSED ZONING - BMU



OWNER REQUEST	STAFF RECOMMENDATION
Retain BAO	<p>NO. BAO is eliminated. Properties along Beaumont Avenue allow a mix of uses.</p> <p>The properties fronting Euclid and Magnolia Avenues are residential and should remain as such to be consistent with surrounding uses along these streets</p>

EXISTING ZONING – BAO
PROPOSED ZONING - RSF

ZONING CHANGE REQUESTS

APN	EXISTING ZONING	PROPOSED ZONING	OWNER REQUEST	STAFF RECOMMENDATION
414-120-006	CG w/ UVO	UV	Allow RV storage	NO. Staff recommends UV zone
418-091-017	Commercial Manufacturing (CM)	DMU	Wants to retain CM zoning	NO. Staff recommends DMU since CM is being eliminated & most properties in that area are not conducive to commercial or manufacturing uses without lot consolidations

ZONING CHANGE REQUESTS

Item 10.



EXISTING ZONING – CG with UVO
PROPOSED ZONING - UV

OWNER REQUEST	STAFF RECOMMENDATION
Allow RV dealership/repair	NO. Staff recommends UV zone

ZONING CHANGE REQUESTS



EXISTING ZONING – CM
PROPOSED ZONING - DMU

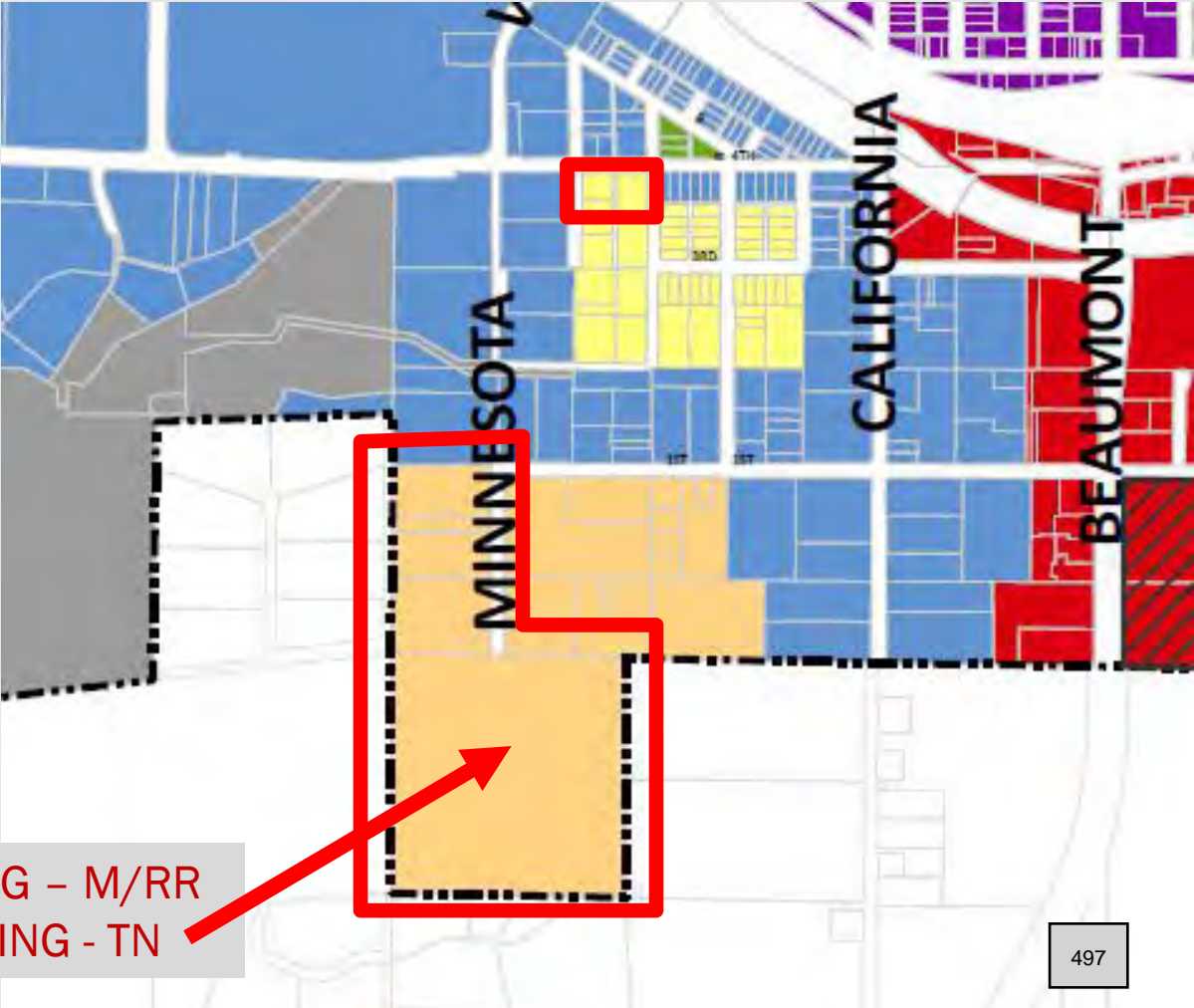
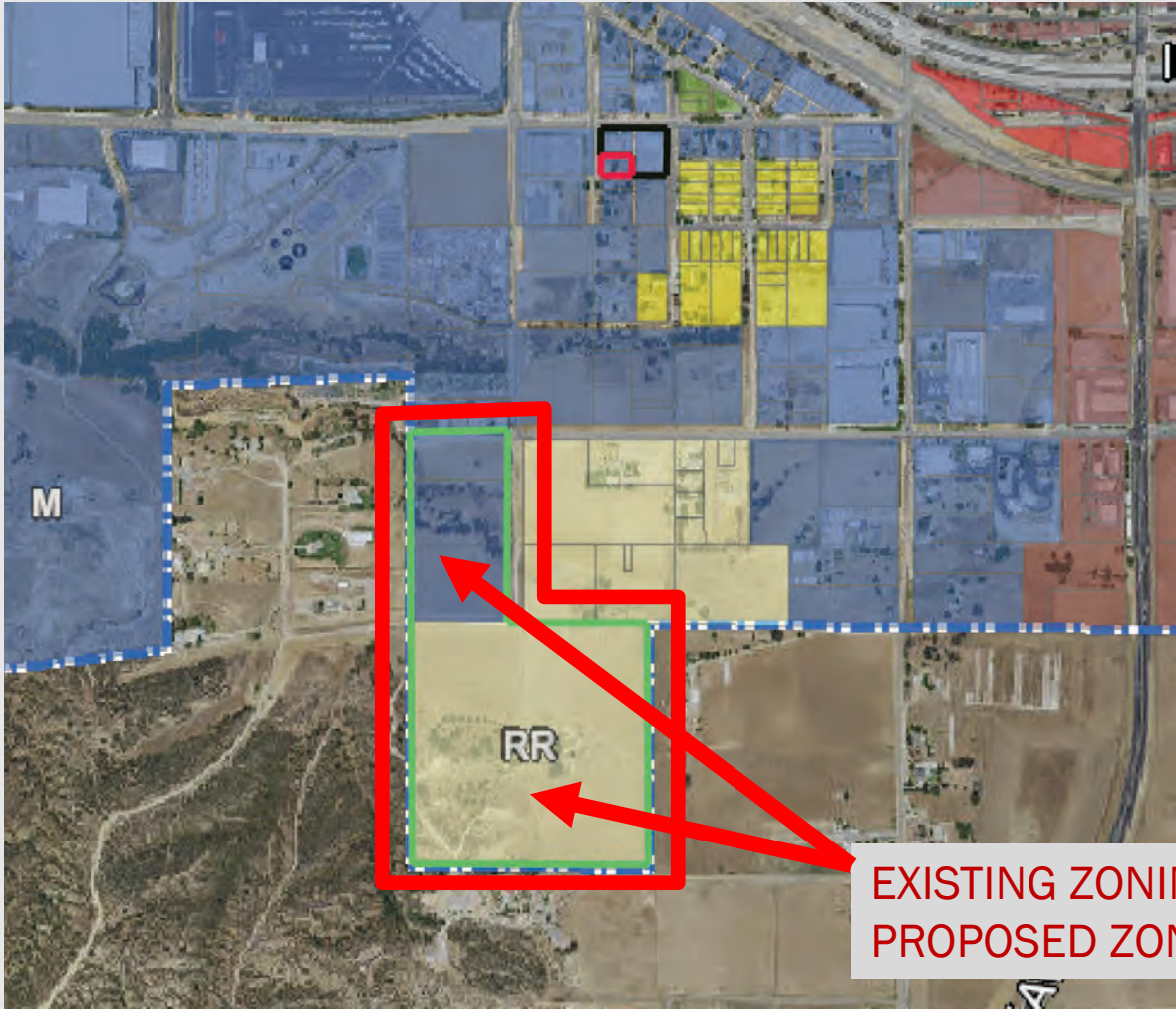
OWNER REQUEST	STAFF RECOMMENDATION
Wants to retain CM zoning	NO. Staff recommends DMU since CM is being eliminated & most properties in that area are not conducive to commercial or manufacturing uses without lot consolidations

ZONING CHANGE REQUESTS

APN	EXISTING ZONING	PROPOSED ZONING	OWNER REQUEST	STAFF RECOMMENDATION
417-110-007 417-110-013	Industrial (M) Rural Residential (RR)	TN	Retain Industrial (M) zone & Manufacturing GP designation; Change designation for south parcel to Industrial (M) zone & Manufacturing GP designation	YES. Would be compatible with surrounding and avoid creating non-conforming uses
417-170-006 to 417-170-008 417-190-005 424-080-007	Industrial (M)	RSF	Retain Industrial (M) zone & Manufacturing GP designation	YES. Would be compatible with surrounding and avoid creating non-conforming uses
	Industrial (M)	RSF	Wants to retain M zoning	YES. Would be compatible with surrounding and avoid creating non-conforming uses

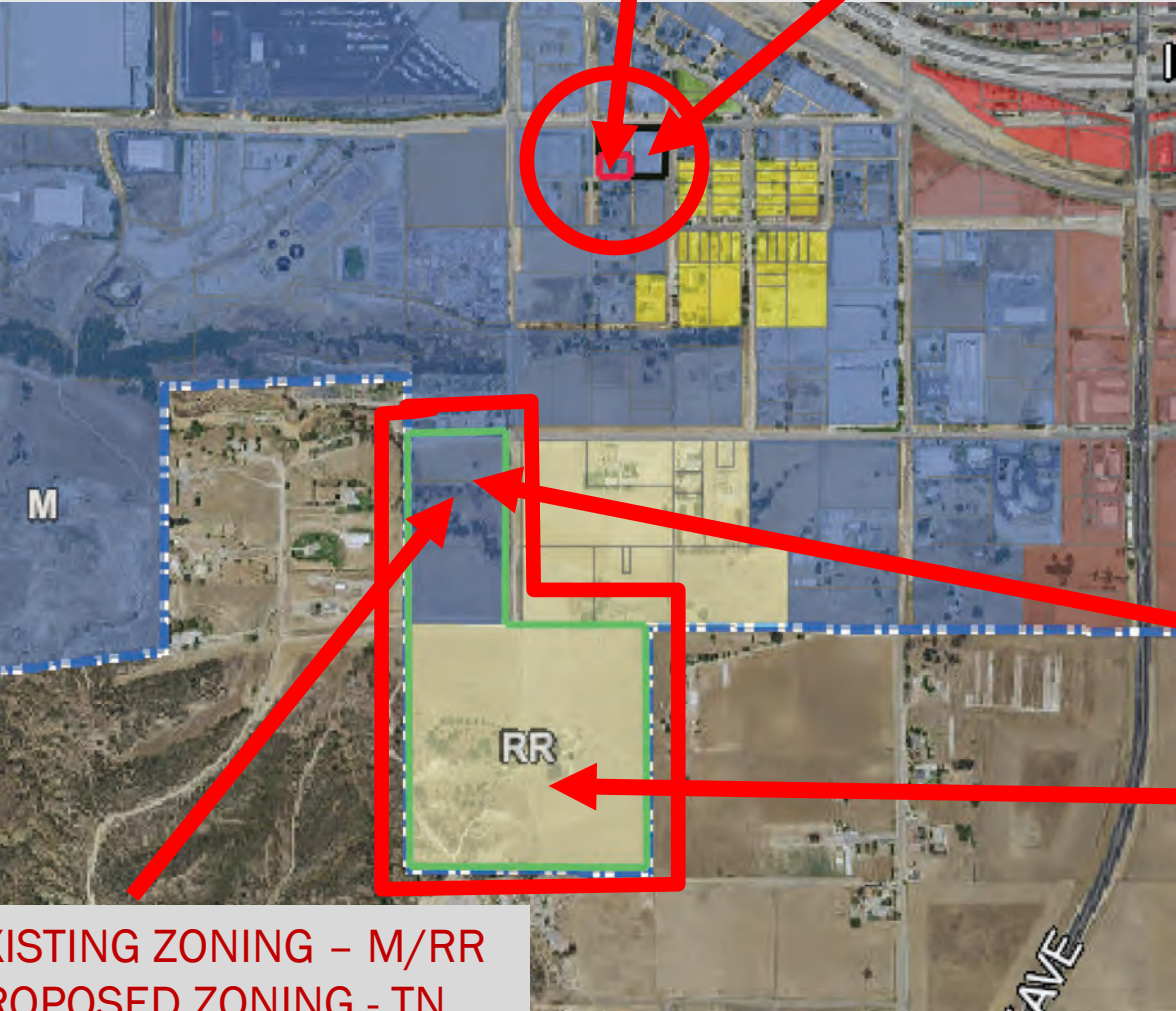
CURRENT ZONING

PROPOSED ZONING



ZONING CHANGE REQUESTS

EXISTING ZONING - M
PROPOSED ZONING - RSF

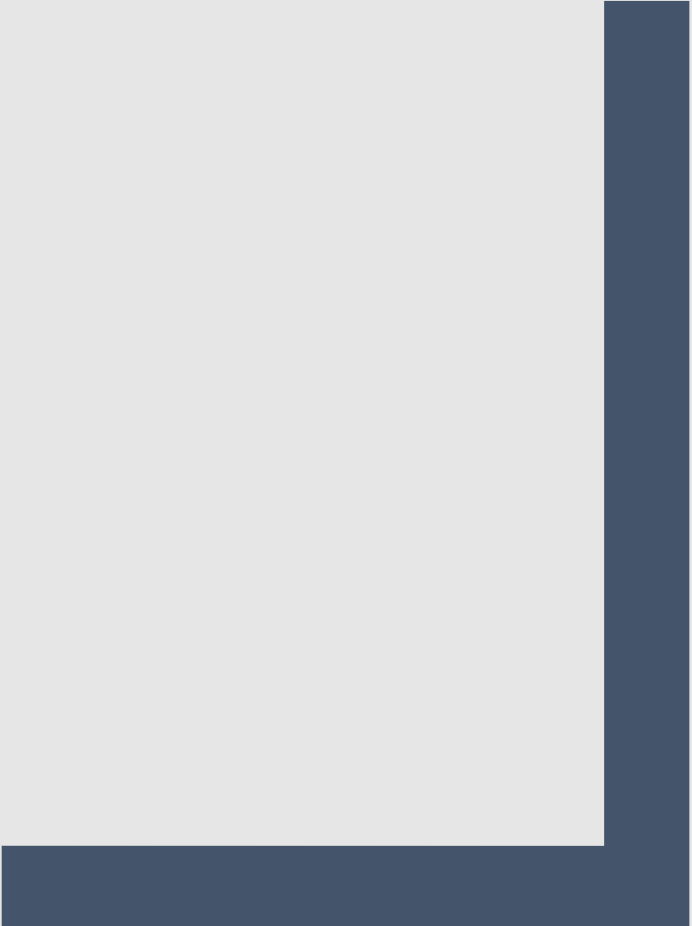


EXISTING ZONING - M/RR
PROPOSED ZONING - TN

OWNER REQUEST	STAFF RECOMMENDATION
Retain Industrial (M) zone & Manufacturing GP designation	YES. Would be compatible with surrounding and avoid creating non-conforming uses
Retain Industrial (M) zone & Manufacturing GP designation	YES. Would be compatible with surrounding and avoid creating non-conforming uses
Retain Industrial (M) zone & Manufacturing GP designation	YES. Would be compatible with surrounding and avoid creating non-conforming uses
Change RR to M designation	

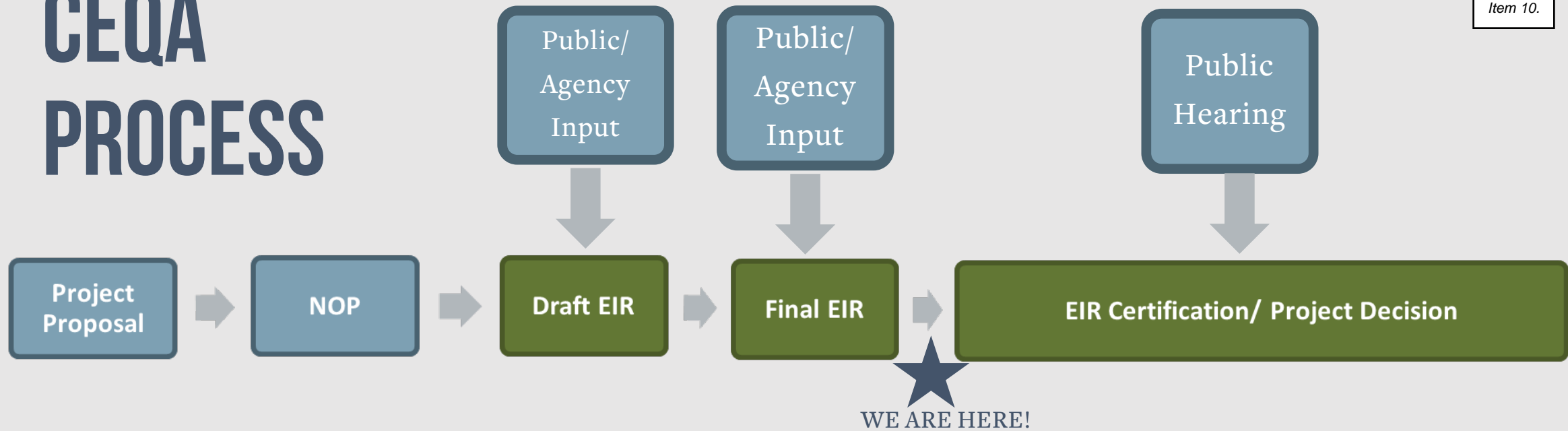


EIR



CEQA PROCESS

Item 10.



- Publish Notice of Preparation of Draft Program Environmental Impact Report (PEIR)
 - *30-day public review period: March 9 – April 9, 2018*
 - *Scoping Meeting: March 13, 2018 (Public Input)*
- Prepare and Publish PEIR
 - *45-day public review period: Sep 8 – Oct 22, 2020*
- Prepare and Publish Final PEIR with Responses to Comments
- Present the Final PEIR to the City Council for Certification

DRAFT PEIR RESULTS

Significance Determination	Environmental Issue
Less than Significant	Aesthetics, Cultural Resources, Energy, Geology and Soils, Hazards and Hazardous Materials, Land Use, Mineral Resources, Population and Housing, Public Services, Recreation, Tribal Cultural Resources, Utilities and Services Systems, Wildfire
Less than Significant with Mitigation	Agriculture and Forestry Resources, Biological Resources
Significant and Unavoidable	Air Quality, Greenhouse Gas Emissions, Noise, Traffic

- A Statement of Overriding Considerations has been prepared for the significant and unavoidable impacts

DRAFT PEIR PUBLIC REVIEW

- The Draft PEIR comment period closed on October 22, 2020
 - *By close of public review, the City received comments from two public agencies:*
 - Riverside County Flood Control and Water Conservation District
 - California Department of Fish and Wildlife
 - *To date, the City also received 24 comment letters from individuals, organizations, and tribes*
 - Nearly all these comments were requesting information or clarification regarding the General Plan or Zoning Map

FINAL PEIR

- Contents:
 - *Written comments received and responses*
 - *Errata to the Draft PEIR*
 - *Mitigation Monitoring and Reporting Program (MMRP)*
- Certification of the Final PEIR
 - *The Final PEIR is under consideration for certification by the City Council*

STAFF RECOMMENDATION

STAFF RECOMMENDATION

Hold a Public Hearing, and take the following actions:

- 1) Adopt the General Plan Update (Beaumont 2040 Plan) and adopt the revised Zoning Ordinance and Zoning Map;
- 2) Certify Final PEIR in compliance with CEQA and certify that:
 - a. The Project PEIR has been completed in compliance with the California Environmental Quality Act (CEQA);
 - b. There are no environmentally superior alternatives to the Project that will avoid or substantially lessen the significant environmental effects as identified in the Draft PEIR; and
 - c. Concur with the findings and mitigation measures contained in the PEIR; and
 - d. Adopt a Statement of Overriding Considerations (SOC) prior to certification of the PEIR



GENERAL PLAN UPDATE

City Council
November 3, 2020

BEAUMONT GENERAL PLAN



CLICK LINK BELOW

<https://www.beaumontca.gov/DocumentCenter/View/36620/Beaumont-GPU-Public-Draft>

CITY OF BEAUMONT

Zoning Code Amendments

August 2020



CLICK LINK BELOW

<https://www.beaumontca.gov/DocumentCenter/View/36622/Beaumont-Title17-ZCAmendments-Public-Review-Draft-090320-Clean>

Facts, Findings and Statement of Overriding
Considerations Regarding the Environmental Effects
from the Environmental Impact Report for the
Beaumont General Plan 2040
State Clearinghouse No. 2018031022

Facts, Findings and Statement of Overriding Considerations
Regarding the Environmental Effects from the Approval of the Beaumont
General Plan 2040
State Clearinghouse No. 2018031022

1.0 STATEMENT OF FACTS AND FINDINGS

1.1 INTRODUCTION

The California Environmental Quality Act (CEQA) requires that a Lead Agency issue two sets of findings prior to approving a project that will generate a significant impact on the environment. The Statement of Facts and Findings is the first set of findings where the Lead Agency identifies the significant environmental impacts as identified in the Environmental Impact Report (EIR); presents facts supporting the conclusions reached in the analysis; makes one or more of three findings for each impact; and explains the reasoning behind the agency's findings. The EIR was prepared by the City acting as Lead Agency pursuant to CEQA. Hereafter, the Notice of Preparation, Notice of Availability, Draft EIR, Technical Studies, Final EIR containing Responses to Comments and textual revisions to the Draft EIR, and the Mitigation Monitoring and Report Program will be referred to collectively herein as the "EIR". The following Statement of Facts and Findings has been prepared in accordance with the State CEQA Guidelines (14 California Code of Regulations, Section 15091), and *California Public Resources Code*, Section 21081 (collectively, CEQA). Section 15091 of the State CEQA Guidelines provides that:

(a) No public agency shall approve or carry out a project for which an EIR has been certified which identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

- (1) Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effect as identified in the EIR.
- (2) Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can or should be adopted by such other agency.

- (3) Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.
- (b) The findings required by subdivision (a) shall be supported by substantial evidence in the record.
- (c) The finding in subdivision (a)(2) shall not be made if the agency making the finding has concurrent jurisdiction with another agency to deal with identified feasible mitigation measures or alternatives. The finding in subsection (a)(3) shall describe the specific reasons for rejecting identified mitigation measures and project alternatives.
- (d) When making the findings required in subdivision (a)(1), the agency shall also adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to avoid or substantially lessen significant environmental effects. These measures must be fully enforceable through permit conditions, agreements, or other measures.
- (e) The public agency shall specify the location and custodian of the documents or other materials which constitute the record of the proceedings upon which its decision is based.
- (f) A statement made pursuant to Section 15093 does not substitute for the findings required by this section.

Section 15093 of the State CEQA Guidelines further provides:

- (a) CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposal project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered “acceptable.”
- (b) Where the lead agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened, the agency shall state in writing the specific reasons to support its action based on the final EIR and/or other information in the record. This statement of overriding considerations shall be supported by substantial evidence in the record.

- (c) If an agency makes a statement of overriding considerations, the statement should be included in the record of the project approval and should be mentioned in the notice of determination. This statement does not substitute for, and shall be in addition to, findings required pursuant to Section 15091.

The Statement of Overriding Considerations is the second set of findings. Where a project will cause unavoidable significant environmental impacts, the Lead Agency may still approve a project where its benefits outweigh the adverse impacts. Further, as provided in the Statement of Overriding Considerations, the Lead Agency sets forth specific reasoning by which benefits are balanced against effects, and approves the project.

The City of Beaumont (City), serving as the CEQA Lead Agency, finds and declares that the proposed Beaumont General Plan 2040 EIR (State Clearinghouse No. 2018031022) has been completed in compliance with CEQA and the State CEQA Guidelines. The City finds and certifies that the EIR was reviewed and that information contained in the EIR was considered prior to approving the proposed Beaumont General Plan 2040, herein referred to as the “Project”.

Having received, reviewed and considered the EIR for the Project, as well as all other information in the record of proceedings on this matter and the Facts, Findings and Statement of Overriding Considerations included in this document are hereby adopted by the City in its capacity as the CEQA Lead Agency.

Based upon its review of the EIR, the City finds that the EIR is an adequate assessment of the potentially significant environmental impacts of the proposed Project; represents the independent judgment of the City; and sets forth an adequate range of alternatives to this Project.

As further described in the Final EIR document, the Final EIR is composed of the following elements:

- Beaumont General Plan 2040 Draft EIR;
- Comment Letters Received and Responses to Comments;
- Corrections and Changes (Errata) from the Draft EIR to the Final EIR; and
- Mitigation Monitoring and Reporting Program.

1.2 CUSTODIAN AND LOCATION OF RECORDS

The documents and other materials that constitute the administrative record for the City’s approval of the EIR and actions related to the Project are located at the City of Beaumont, Planning Department, 550 E. 6th Street, Beaumont, CA 92223. The City of Beaumont is the custodian of the Project’s Administrative Record. Copies of the documents and other materials that constitute

the record of proceedings are, at all relevant times have been, and will be available upon request directed to the City's Planning Department.

2.0 PROJECT SUMMARY

2.1 INTRODUCTION

The City of Beaumont's (City's) General Plan (proposed Project or Beaumont 2040 Plan) is intended to be a blueprint for the City's future. The Beaumont 2040 Plan has been prepared in accordance with State planning law, as provided in California Government Code Section 65300. The Beaumont 2040 Plan is meant to be a framework for guiding planning and development in the City and City's Sphere of Influence (SOI) for the next approximately 20 years and can be thought of as the blueprint for the City's growth and development. The Beaumont 2040 Plan is comprehensive both in its geography and subject matter. It addresses the entire territory within the City's incorporated boundaries, SOI, and a broad spectrum of issues associated with the future buildout of the City.

According to California Government Code Section 65302, General Plans are required to cover the following elements or topics: land use, circulation, housing, conservation, open space, noise, air quality, safety, and environmental justice. Jurisdictions may include any other topic that is relevant to planning its future. The City has an adopted Housing Element (2013-2021) that is not a part of this General Plan Update process. The Beaumont 2040 Plan will include the rest of the required topics plus economic development, community/urban design, infrastructure and community facilities, resource management, sustainability, and governance.

No Initial Study was prepared for the Project as the City determined that a comprehensive EIR is clearly required for the Project (permissible under State *CEQA Guidelines* Section 15063[a]), and that the Project has the potential to result in significant environmental effects.

2.2 PROJECT DESCRIPTION

The City and City's SOI (collectively referred to as the "Planning Area") is located in the northwestern portion of Riverside County (County), and is bounded by the City of Calimesa to the northwest, unincorporated areas of the County to the west, unincorporated County areas (e.g., Cherry Valley) to the north, unincorporated County areas and the City of San Jacinto to the south, and by the City of Beaumont to the east. The Planning Area encompasses approximately 41.51 square miles (26,566 acres). Major transportation routes through the Planning Area include Interstate 10 (I-10), State Route 60 (SR-60), and State Route 79 (SR-79) (see Figure 3-1 – Regional Map).

The Planning Area includes land within the existing City limits (approximately 19,381 acres) and within the City's SOI which includes unincorporated areas outside the current City limits

(approximately 7,185 acres) (see Figure 3-2 – Project Vicinity). In preparing the Beaumont 2040 Plan and planning for the future of the City, it will be important to closely coordinate with neighboring jurisdictions and regional agencies in order to plan for sustainable community growth. Land uses within the City’s Planning Area may include a combination of undeveloped, developing, and developed properties. At this time, the City is not seeking annexation of land within the SOI into its current jurisdiction. However, new development within the SOI is being contemplated as a part of the Beaumont 2040 Plan as the SOI represents the City’s ultimate future boundary and service area.

California Government Code Section 65300 et seq. establishes the obligation of cities and counties to adopt and implement General Plans. The General Plan is a comprehensive and general document that describes plans for the physical development of a city or county and of any land outside its boundaries that in the city’s or county’s judgement, bears relation to its planning. The General Plan is required to address the following mandatory elements: land use, circulation, housing, conservation, open space, noise, air quality, safety, and environmental justice. Jurisdictions may include any other topic that is relevant to planning its future. As previously noted, the City has an adopted Housing Element (2013-2021) that is not a part of this General Plan Update (Beaumont 2040 Plan) process. The Beaumont 2040 Plan will include the rest of the required topics plus economic development, community/urban design, infrastructure and community facilities, resource management, sustainability, and governance.

The Beaumont 2040 Plan functions as a guide to the type of community that Beaumont citizens desire, and provides the means by which that desired future can be achieved. The Beaumont 2040 Plan addresses a range of immediate, mid-, and long-term issues with which the community is concerned. The Beaumont 2040 Plan is intended to allow land use and policy determinations to be made within a comprehensive framework that incorporates public health, safety, and "quality of life" considerations in a manner that recognizes resource limitations and the fragility of the community's natural environment. Under State law, the General Plan must serve as the foundation upon which all land use decisions are to be based, and must also be comprehensive, internally consistent, and have a long-term perspective. State law further mandates that the Beaumont 2040 Plan:

- Identify land use, circulation, environmental, economic, and social goals and policies for the City and its surrounding planning area (i.e., the City’s sphere of influence) as they relate to future growth and development;
- Provide a basis for local government decision-making, including decisions on development approvals and exactions;
- Provide citizens the opportunity to participate in the planning and decision-making process of their communities; and
- Inform citizens, developers, decision-makers, and other cities and counties of the ground rules that guide development within a particular community.

Beaumont is a community that values its small-town feel, community heritage, and natural setting. The City is committed to encouraging economically sustainable, balanced growth that respects its long history, while meeting infrastructure needs and protecting the environment. Beaumont's community pride and rural mountain setting sets the City apart as a vibrant and healthy community with local access to retail, services, jobs, and recreation. Beaumont 2040 Plan's vision for the future focuses on the following guiding values and priorities:

- **Transparent, honest government:** The citizens of Beaumont desire and value a customer-oriented government that adapts to digital technology, improves effectiveness, embraces innovation, and encourages everyone to participate in City government. Local leaders and public employees are accountable to the citizens.
- **Responsible, measured growth:** Beaumont values a good balance of homes, jobs, and retail with access to local urban amenities. Beaumont promotes expanded and enhanced opportunities for employment in the City, while ensuring that population growth does not outpace existing infrastructure capacity.
- **Fiscal responsibility:** Beaumont encourages fiscal transparency, responsible growth and effective management of fiscal revenues. Beaumont promotes policies that create a strong environment for job creation, build a strong tax base, and improve the fiscal performance of the City.
- **Small-town atmosphere:** Beaumont values its small-town atmosphere with distinct neighborhoods, historic downtown and connection to the natural environment. Beaumont is an inviting place to live and visit, and a desirable place for families. The citizens have a sense of pride and belonging in their City and close ties with their neighbors. Downtown Beaumont is a vibrant, diverse, active and walkable place in the heart of the City with civic, commercial, entertainment and residential opportunities for all residents in with high-quality streetscape design, community gathering spaces, and buildings that support pedestrian comfort and safety.
- **Quality of life provided by efficient infrastructure:** Beaumont has vibrant neighborhoods that provide retail, entertainment and recreational opportunities within close proximity. Beaumont encourages policies that create a multi-modal transportation network that enhances neighborhood connectivity and provides opportunities for active transportation and complete streets. New pedestrian and bicycle connections and programs will make it easier, more comfortable, and safer for residents, workers, and visitors to meet their daily needs and access regional destinations, and adjacent communities. Beaumont supports the improvement of infrastructure systems that keep pace with development.
- **Health and safety:** Beaumont endorses access to a healthy lifestyle for people of all ages by developing a complete city with a wide range of open space and recreation opportunities and walkable environments that are clean, safe, and kid friendly. Beaumont fosters safe neighborhoods through good community and environmental design policies that promote a mix of uses and active streets.

- **Beautiful environment of the Pass Area:**¹ The citizens of Beaumont value the natural environment of the City and its surroundings. Beaumont promotes policies that encourage access to these resources for all citizens, enhances opportunities for tourism, and stewards these natural resources and habitat areas. A diverse and extensive open space network with parks and trails within the City and to the surrounding Pass Area enhances access for residents and visitors alike.

The Beaumont 2040 Plan identifies major strategies and physical improvements for the City over the next approximately 20 years. These strategies include revitalizing Sixth Street into a “downtown” for the City, transforming Beaumont Avenue and Sixth Street into mixed use corridors, diversifying housing choices in the City with new affordable and market-rate single family homes and multi-family housing, expanding the jobs base, including development of an employment district and mixed uses along SR-79 in the southern portion of the City. Strategies will also support neighborhood enhancement, connectivity, and sustainable development practices on lands located immediately to the southwest of the City. Transit-oriented development is also contemplated in the area around the potential location of a Metrolink transit station at Pennsylvania Avenue and First Street. To achieve this direction, the City will also need to ensure balanced growth and preservation of the community’s history and identity, open space, and development of a multimodal transportation system.

2.3 PROJECT GOALS AND OBJECTIVES

Per Section 15124 (b) of the CEQA Guidelines, an EIR needs to include a statement of the objectives of a project which help the City develop a reasonable range of alternatives. The objectives need to outline the general purpose of the Project. The City’s objectives for each of the Project’s major components are described below:

Beaumont 2040 Plan

- Create a vibrant downtown to reduce vacancies and promote mix of active uses and a variety of retail and housing. Develop downtown with human scale design that supports and improves the pedestrian experience, including multi-modal streets.
- Pursue an infill strategy to foster compact development patterns, create walkable communities and preserve the natural environment and critical environmental areas. Within the SOI, limit future development to areas immediately adjacent to existing development and along current and new transportation corridors.

¹ The Pass Area refers to the area bounded by the San Jacinto Mountains to the south and the San Bernardino Mountains to the north. The unincorporated communities of Beaumont Bench (north of the City of Beaumont), Cherry Valley (north of the City’s SOI), Cabazon, east of the City of Beaumont), the Morongo Indian Reservation, and the incorporated cities of Beaumont, Beaumont, and Calimesa are located within the Pass Area.)

- Improve retail corridors, to enhance development and redevelopment in the City’s retail corridors, diversify housing types, encourage mixed-use centers, and foster opportunities for economic growth.
- Expand housing choices to provide a diverse housing inventory to meet the changing needs of the Planning Area, which includes more affordable housing options.
- Protect the City’s historic resources. to preserve and enhance the City’s rich cultural and historic assets.
- Expand and enhance employment opportunities to diversify the City’s job base, promote future growth and economic development in the SOI, and achieve a better balance between jobs and households in the Planning Area.
- Improve fiscal performance of the City to stabilize the City’s fiscal health.
- Improve infrastructure and keep pace with development, to enhance the quality of life for the City’s residents and the City’s fiscal health by linking land use, transportation, and infrastructure development.
- Improve health outcomes, to improve the health of the community by supporting active transportation, access to healthy food, park, healthcare (including mental healthcare), preventative care and fitness, and economic opportunities.
- Create a diverse and extensive open space network to maintain the views of the mountains and provide connectivity between residential neighborhoods and open space resources that provide opportunities for active and passive recreation.
- Enhance opportunities for tourism to create a unique identity for tourism to transform Beaumont into a regional destination.
- Ensure high level of public safety to protect the personal safety and welfare of people who live, work, and visit Beaumont from crime, pollution, disasters, and other threats and emergencies.

Revised Zoning Ordinance and Zoning Map

- Update Zoning Ordinance text and Zoning map to reflect new land use policies contained in the Beaumont 2040 Plan

2.4 REQUIRED DISCRETIONARY ACTIONS AND PERMITS

The EIR serves as an informational document for use by public agencies, the general public, and decision makers. The EIR discusses the impacts of development pursuant to the proposed Project and related components and analyzes Project alternatives. The EIR will be used by the City of Beaumont and responsible agencies in assessing impacts of the proposed Project.

The following list specifies non-exhaustively and non-exclusively the approvals necessary for the proposed Project. The City Planning Commission and City Council (the City Council is the final

approving authority) will review the Beaumont 2040 Plan and its PEIR and supporting documents to consider whether or not to take the following actions:

- Certification of a PEIR.
- Approval of the EIR Findings,
- Adoption of a Mitigation, Monitoring, and Reporting Program in conjunction with the PEIR,
- Adoption of the General Plan Update (Beaumont 2040 Plan), and
- Adoption of the revised Zoning Ordinance and Zoning Map.

Additionally, subsequent development projects may also require review and approval by various departments or agencies outside of the City, including but not limited to those listed below. It should be noted that the following actions are associated with the future development of the City as it builds out pursuant to the Beaumont 2040 Plan. That is, actions of the types listed here would occur whether or not the proposed Project was approved. And, as such, these actions are listed as general items and are not directly associated with the Beaumont 2040 Plan.

- Future development affecting Waters of the U.S. or adjacent wetlands would need to fill out a permit from the U.S. Army Corps of Engineers issued pursuant to Section 404 of the Federal Clean Water Act (CWA).
- Prior to obtaining a CWA Section 404 permit, a future development may also need to obtain a water quality certification or waiver from the Regional Water Quality Control Board pursuant to Section 401 of the Federal CWA.
- Future development affecting native habitat within a streambed may need a Streambed/Bank Alteration Agreement issued by the California Department of Fish and Wildlife pursuant to Section 1600 et seq. of the California Fish and Game Code.
- Future development, as such industrial uses for example, may need air quality operating permits for boilers or other large combustion-based equipment from the Southern California Air Quality Management District (SCAQMD).
- Future development will be required to submit a fugitive dust control plan to the SCAQMD for approval prior to issuance of grading permits (SCAQMD Rule 403).
- Future development within or altering a 100-year floodplain or other FEMA-mapped flood hazard area would need to obtain a Letter of Map Revision (LOMR), Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Revision Based on Fill (CLOMR-F) that describes the effect that the proposed project or fill would have on the National Flood Insurance Program map.
- Future development, such as industrial or medical, for example may need hazardous material handling, use, storage, and/or disposal permit(s) from the appropriate local, regional, state, or federal agency.

- National Pollutant Discharge Elimination System (NPDES) Construction General Permits will be required for grading activities of 1 acre or larger. The developer must file a Notice of Intent with the Regional Water Quality Control Board (RWQCB) and obtain a General Construction Activity Stormwater Permit pursuant to the NPDES regulations established under the CWA. This permit requires preparation and implementation of a Stormwater Pullulation Prevention Plan, which is intended to prevent degradation of surface and groundwaters during the grading and construction process.

3.0 INDEPENDENT JUDGMENT AND FINDING

Albert A. Webb Associates was retained by the City to prepare the EIR. Albert A. Webb Associates prepared the EIR under the supervision, direction and review of the City planning staff.

Finding: The EIR for the Project reflects the City’s independent judgment. The City has exercised independent judgment in accordance with Public Resources Code Section 21082.1(c)(3) in directing the consultant in the preparation of the EIR, as well as reviewing, analyzing and revising material prepared by the consultant.

3.1 GENERAL FINDING ON MITIGATION MEASURES

In preparing the Approvals for this Project as defined in this document in Section 2.4 – Required Discretionary Actions and Permits, City staff incorporated the mitigation measures recommended in the EIR as applicable to the Project. In the event that the Approvals do not use the exact wording of the mitigation measures recommended in the EIR, in each such instance, the adopted Approvals are intended to be identical or substantially similar to the recommended mitigation measure. Any minor revisions were made for the purpose of improving clarity or to better define the intended purpose.

Finding: Unless specifically stated to the contrary in these findings, it is this City Council’s intent to adopt all mitigation measures recommended by the EIR which are applicable to the Project. If a measure has, through error, been omitted from the Approvals or from these Findings, and that measure is not specifically reflected in these Findings, that measure shall be deemed to be adopted pursuant to this paragraph. In addition, unless specifically stated to the contrary in these Findings, all Approvals repeating or rewording mitigation measures recommended in the EIR are intended to be substantially similar to the mitigation measures recommended in the EIR and are found to be equally effective in avoiding or lessening the identified environmental impact. In each instance, the Approvals contain the final wording for the mitigation measures.

4.0 ENVIRONMENTAL IMPACTS AND FINDINGS

As discussed in more detail below, these Facts, Findings and Statement of Overriding Considerations are intended to meet the requirements of CEQA Guidelines Sections 15091 and 15093. City staff reports, the EIR, written and oral testimony at public meetings or hearings, these Facts, Findings and Statement of Overriding Considerations, and other information in the administrative record, serve as the basis for the City's environmental determination.

Detailed analysis of potentially significant environmental impacts and proposed mitigation measures for the Project is presented in Section 5.0 of the Draft EIR.

The EIR evaluated the following 20 major environmental categories for potential impacts:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Energy
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Both Project-specific and cumulative impacts were evaluated. After considering the 20 major environmental categories, this City Council concurs with the conclusions in the EIR that the issues and sub issues discussed below can be mitigated below a level of significance. For the remaining potential environmental impacts that cannot feasibly be mitigated below a level of significance discussed in Section 5.0, overriding considerations exist which make these potential impacts acceptable to this City Council.

4.1 POTENTIALLY SIGNIFICANT IMPACTS WHICH CAN BE MITIGATED BELOW A LEVEL OF SIGNIFICANCE WITH MITIGATION MEASURES

The EIR identifies the significant impacts associated with the Project that can be reduced to a less-than-significant level by mitigation measures identified in the EIR. The City's findings with

respect to each of the Project's significant impacts and mitigation measures are set forth in the attached Exhibit 1² which is attached to these findings and is incorporated herein by this reference.

Public Resources Code Section 21081 and CEQA Guidelines Section 15091(a)(1) states that no public agency shall approve or carry out a project for which an EIR has been completed which identifies one or more significant effects unless the public agency makes the following finding:

This City Council hereby finds pursuant to Public Resources Code Section 21081 and CEQA Guidelines Section 15091(a)(1) that all potentially significant impacts listed in Exhibit 1 can and will be mitigated to below a level of significance by imposition of the mitigation measures in the EIR; and that these mitigation measures are included as Conditions of Approval and set forth in the Mitigation Monitoring and Reporting Program adopted by this City Council.

The City hereby adopts and/or readopts these mitigation measures, for the reasons set forth in these findings, in the Draft EIR with respect to the particular impact in question, and summarized in the attached Exhibit 1, and incorporates them into the Project. To the extent that these mitigation measures will not mitigate or avoid all significant effects on the environment, however, it is hereby determined that any remaining significant and unavoidable adverse impacts are acceptable for the reasons specified in Section 5.2, below.

5.2 ENVIRONMENTAL IMPACTS WHICH REMAIN SIGNIFICANT AND UNAVOIDABLE AFTER MITIGATION AND FINDINGS

In accordance with CEQA Guidelines Section 15092(b)(2), this City Council cannot approve the Project unless it first finds (1) the Project as approved will not have a significant effect on the environment, *or* (2) the significant effects on the environment have been eliminated or substantially lessened where feasible and any remaining significant effects on the environment found to be unavoidable are acceptable due to overriding concerns described in Section 15903.

This City Council finds that the following environmental impacts identified in the EIR remain significant even after all feasible mitigation measures: Air Quality – Sensitive Receptor Exposure,

² The attached Exhibit 1 provides a summary description of each significant impact of the Project, all of which are evaluated in full in the EIR; describes the applicable mitigation measures identified in the EIR and adopted or readopted by the City; and states the City's findings on the significance of each impact after adoption and incorporation into the Project of these mitigation measures. Full explanations of these environmental findings and conclusions can be found in the EIR. These findings hereby incorporate by reference the discussion and analysis in those documents supporting the EIR's determinations regarding mitigation measures and the Project's impacts and mitigation measures designed to address those impacts, including but not limited to the EIR in its entirety. In making these findings, the City Council ratifies, adopts, and incorporates into these findings the analysis and explanation in the EIR and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the EIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

Cumulative Impacts; Greenhouse Gas – GHG Impacts; Noise – Permanent Increase in Ambient Noise Levels; and Transportation – Conflict with CEQA Guidelines section 15064.3, subdivision (b). A statement of overriding considerations is included herein.

5.2.1 Air Quality

Significant Unavoidable Impact (Threshold B): The EIR concluded that the Project could result in significant air quality impacts from long-term operations both from the project and cumulatively. This Threshold was used to analyze if the Project’s actions would violate air quality standards for long term operational impacts. The analysis included running CalEEMod to predict the emissions from the Project’s long term operations, and then comparing these results to the acceptable regional (RST) and local (LST) air quality standards. These air quality standards include significance thresholds for emissions including: VOC (regional only), NO_x, CO, SO₂ (regional only), PM-10 and PM-2.5. The analysis concluded that adoption and implementation of the Beaumont 2040 Plan would generate air contaminant emissions from long-term operation of planned land uses. These emissions may result in adverse impacts to local air quality, and potential impacts to sensitive receptors. Even with implementation of one Mitigation Measure, MM AQ 1, the impacts related to long-term operations under Threshold B are significant and unavoidable.

Finding: The Project will result in significant impacts due to Toxic Air Contaminants (TACs). Project Mitigation Measure MM AQ 1 is incorporated into the Mitigation Monitoring and Reporting Program for the Project, and will be implemented as specified therein, thereby reducing the significant impacts, but not below a level of less than significant. Mitigation measure MM AQ 1 would contribute to reduced criteria air pollutant emissions and TACs associated with buildout of the Beaumont 2040 Plan. However, implementation of the Beaumont 2040 Plan at buildout would generate long-term emissions that exceed the daily SCAQMD thresholds for all criteria pollutants, except SO₂. Therefore, the Project would contribute to the cumulative contribution of criteria pollutants for which the Basin is in nonattainment, and no further mitigation measures are available that would reduce impacts to below applicable SCAQMD significance thresholds. Therefore, air quality impacts remain significant and unavoidable and would therefore be cumulatively considerable.

Accordingly, air quality impacts from long term operations will remain significant and unavoidable. The following Mitigation Measure will mitigate impacts to air quality emissions to the extent feasible, but the impacts will remain significant and unavoidable:

MM AQ 1 *In order to reduce future impacts related to exceedance of air quality standards from criteria pollutants and from TACs impacting sensitive receptors, prior to discretionary approval for development projects subject to CEQA review, project applicants shall prepare and submit a technical analysis evaluating potential air quality impacts, including TAC’s where*

appropriate, to the City of Beaumont for review and approval. The analysis shall be prepared in conformance with current SCAQMD methodology for assessing air quality impacts and TACs. Feasible mitigation measures for each future project shall be incorporated, if applicable.

Facts in Support of the Finding: The EIR recommends Mitigation Measure MM AQ 1 be implemented to reduce criteria air pollutant emissions and TACs associated with buildout of the Beaumont 2040 Plan. However, the air quality impacts from operations (Project and Cumulative) will be significant and unavoidable.

Significant Unavoidable Impact (Threshold C): The EIR concluded that localized criteria pollutant and TAC impacts associated with implementation of the Beaumont 2040 Plan are significant and unavoidable. The primary source of TACs within the City of Beaumont is diesel-fueled trucks and other vehicles traveling the freeways and major roadways. The EIR determined that it can be assumed that various sizes and types of projects will be developed and, because of the increased density seen for the land uses and desired proximity of residential land uses to both transit and commercial centers, it can be assumed that both construction and operation of commercial and potentially industrial sources would be developed relatively close to sensitive receptors such as residences or schools. The issuance of SCAQMD air quality permits and compliance with all SCAQMD, state, and federal regulations regarding stationary TACs reduce potential stationary sources of TAC emissions such that sensitive receptors would not be exposed to substantial air pollutant concentrations. The SCAQMD limits public exposure to TACs through a number of programs. The SCAQMD reviews the potential for TAC emissions from new and modified stationary sources through the SCAQMD permitting process for stationary sources. Adoption and implementation of the Beaumont 2040 Plan and enforcement of SCAQMD Rules and Regulations would minimize exposure of sensitive receptors to substantial criteria pollutant and TAC emissions. However, localized criteria pollutant and TAC impacts associated with implementation of the Beaumont 2040 Plan are considered significant and unavoidable.

Finding: The Project could result in significant impacts due to localized criteria pollutant and TAC impacts. Project Mitigation Measure MM AQ 1 is incorporated into the Mitigation Monitoring and Reporting Program for the Project, and will be implemented as specified therein, thereby reducing the significant impacts, but not below a level of less than significant. Mitigation measure MM AQ 1 would contribute to reduced criteria air pollutant emissions and TACs associated with buildout of the Beaumont 2040 Plan. However, implementation of the Beaumont 2040 Plan at buildout could expose sensitive receptors to criteria pollutants and TACs. Therefore, air quality impacts remain significant and unavoidable.

Accordingly, air quality impacts will remain significant and unavoidable. The following Mitigation Measure will mitigate impacts to air quality emissions to the extent feasible, but the impacts will remain significant and unavoidable:

MM AQ 1 *In order to reduce future impacts related to exceedance of air quality standards from criteria pollutants and from TACs impacting sensitive receptors, prior to discretionary approval for development projects subject to CEQA review, project applicants shall prepare and submit a technical analysis evaluating potential air quality impacts, including TAC's where appropriate, to the City of Beaumont for review and approval. The analysis shall be prepared in conformance with current SCAQMD methodology for assessing air quality impacts and TACs. Feasible mitigation measures for each future project shall be incorporated, if applicable.*

Facts in Support of the Finding: The EIR recommends Mitigation Measure MM AQ 1 be implemented to reduce criteria air pollutant emissions and TACs associated with buildout of the Beaumont 2040 Plan. However, the air quality impacts from operations will be significant and unavoidable.

5.2.1 Greenhouse Gases

Significant Unavoidable Impact (Threshold A): The EIR concluded that the Project could result in significant greenhouse gas emissions impacts from the Project. This Threshold was used to analyze if the Project's actions would violate greenhouse gas standards in the Subregional Climate Action Plan (CAP) for long term operational impacts. The analysis included running CalEEMod to predict the emissions from the Project's long term and cumulative operations, and then comparing these results to the goals of the CAP, which specifically includes a reduction of GHG emissions of 15 percent by the year 2020. This analysis concluded that long term and cumulative operations did violate the CAP standards; with implementation of Mitigation Measure GHG 1 to reduce GHG emissions from Project operations, the impacts under Threshold A for long-term operations are significant and unavoidable.

Finding: This Threshold was used to analyze GHG reduction levels for long term and cumulative operations. This impact to GHG emissions reduction levels is potentially significant and Mitigation Measure MM GHG 1 is incorporated into the Mitigation Monitoring and Reporting Program for the Project, and will be implemented as specified therein, thereby reducing the potentially significant impacts related to emissions, but not below a level of less than significant. Compliance with Project-specific design considerations not included in the emissions estimates, specifically those aimed at reducing mobile source emissions, would aide in the reduction of GHG emissions beyond what is presented in this analysis. Although implementation of Mitigation Measure MM GHG 1 would reduce Project-related long-term GHG emissions, greenhouse gas emissions impacts will remain significant and unavoidable.

*MM GHG 1: In order to address effects of GHG emissions from future development, the City of Beaumont shall evaluate the feasibility of the potential GHG reduction strategies in **Table 5.7-F** and update the Sustainable Beaumont Plan or similar document every five years to ensure the City is monitoring the plan's progress toward achieving the City's greenhouse gas (GHG) reduction targets and to require amendment if the plan is not achieving the specified level. The updates shall identify targets for years 2030, 2040, and 2050 and subsequent applicable statewide legislative targets that may be in effect at the time of the update.*

Facts in Support of the Finding: Using all the emissions quantified above, the total GHG emissions generated from the Project is approximately 709,218 MTCO₂e which translates to 4.3 MTCO₂e per service population, including the sphere of Influence (SOI). Although implementation of Mitigation Measure MM GHG 1 would reduce Project-related long-term GHG emissions impact will be significant and unavoidable.

5.2.2 Noise

Significant Unavoidable Impact (Threshold A): The EIR concluded that the Project could result in a permanent increase in ambient noise levels. Because implementation of the Beaumont 2040 Plan could result in new vehicular traffic which could exceed the Federal Highway Administration (FHWA) thresholds, proposed Project noise impacts could exceed applicable standards and could substantially increase the ambient noise levels in the Planning Area. Although Beaumont 2040 Plan policies and implementation actions contained in the Noise Element would reduce these impacts to the furthest extent feasible, impacts, at a program level remain significant and unavoidable.

Finding: The Project will result in significant impacts due to ambient noise increase, largely as a result of vehicular traffic. Because implementation of the Beaumont 2040 Plan could result in new vehicular traffic which could exceed the Federal Highway Administration (FHWA) thresholds, proposed Project noise impacts could exceed applicable standards and could substantially increase the ambient noise levels in the Planning Area. Although Beaumont 2040 Plan policies and implementation actions contained in the Noise Element would reduce these impacts to the furthest extent feasible, impacts, at a program level remain significant and unavoidable. At a program level, there are no feasible mitigation measures that have not been incorporated as policies or implementation actions in the Beaumont 2040 Plan. Therefore, noise impacts remain significant and unavoidable.

Facts in Support of the Finding: At a program level, there are no feasible mitigation measures that have not been incorporated as policies or implementation actions in the Beaumont 2040 Plan. Thus, the noise impacts associated with the Project will be significant and unavoidable.

5.2.3 Transportation

Significant Unavoidable Impact (Threshold B): The EIR concluded that impacts related to inconsistency with CEQA Guidelines section 15064.3 are significant and unavoidable. The California Air Pollution Control Officers Association (CAPCOA) documentation identifies the maximum achievable Vehicle Miles Travelled (VMT) reduction with Transportation Demand Management (TDM) measures to be 10 percent in a suburban setting. Given that the Beaumont 2040 Plan is estimated to generate VMT per service population that is approximately 25 percent higher than the threshold of significance, TDM measures (and the Beaumont 2040 Plan policies) would likely not reduce VMT per service population to a level below the City’s threshold of significance. Additionally, besides the policies and TDM measures there are no other features or mitigation measures that could be implemented on a General Plan level to reduce VMT to less than significant levels. Future projects consistent with the General Plan would be required to implement the policies identified above, and those would be the means to reduce impacts from their projects.

Finding: The Project will result in significant impacts due to its potential to cause an increase in VMT. Given that the Beaumont 2040 Plan is estimated to generate VMT per service population that is approximately 25 percent higher than the threshold of significance, TDM measures (and the Beaumont 2040 Plan policies) would likely not reduce VMT per service population to a level below the City’s threshold of significance. Additionally, besides the policies and TDM measures there are no other features or mitigation measures that could be implemented on a General Plan level to reduce VMT to less than significant levels. Therefore, transportation impacts related to VMT remain significant and unavoidable. The significance of transportation impacts from specific future development and public improvement projects will be evaluated on a project-by-project basis and Beaumont 2040 Plan policies as well as City standards and practices will be applied, individually or jointly, as necessary and appropriate. If project-level impacts are identified at that time, specific mitigation measures may be required by CEQA.

Facts in Support of the Finding: At a program level, there are no feasible mitigation measures that have not been incorporated as policies or implementation actions in the Beaumont 2040 Plan. Thus, transportation impacts related to VMT will be significant and unavoidable.

5.3 ALTERNATIVES TO THE PROPOSED PROJECT

CEQA requires projects to evaluate a reasonable range of alternatives to a project which will limit or reduce the significant impacts of a project. Specifically, Section 15126.6 (a) says that “a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives”. Thus,

in order to develop a range of reasonable alternatives, the Project objectives must be considered when this City Council is evaluating the alternatives.

5.3.1 Alternative Location

The CEQA Guidelines Section 15126.6(f)(2) requires that an alternate location to the project that will lessen or avoid significant impacts of a project. Since the project is the consideration of a General Plan, which is not inherently linked to a specific project location, and rather constitutes a policy document laying out land use implications within the project, an alternative location to the Project was considered but rejected for infeasibility.

5.3.2 Alternative 1: No Project/ No Build Alternative

CEQA mandates that an EIR analyses the No Project Alternative. Specifically, Section 15126.6(e)(3)(A) says, “when the project is a revision of an existing land use or regulatory plan, policy or ongoing operation, the “no project” alternative will be the continuation of the existing plan, policy or operation into the future.” Therefore, for this analysis, the No Project Alternative will be the continued land uses and implementation of the City of Beaumont’s March 2007 General Plan.

Under Alternative 1 the existing 2007 General Plan guides the future development of the City. The land uses in the 2007 General Plan are not much different than is being proposed by the Project, but there would be less industrial land uses and less higher density residential units under the existing 2007 General Plan compared to the proposed Project.

Table 1 – Comparison of Alternative 1 to Proposed Project Land Uses

2007 General Plan Land Use Designation	Alternative 1 -No Project/Existing 2007 General Plan¹ (acres)	Proposed General Plan Land Use Designation²	Proposed Project³ (acres)
		Rural Residential (1 DU per acre)	547
		Rural Residential (1 DU per 10 acres)	850
		Rural Residential (1 DU per 40 acres)	3,420
Rural Residential	10,946	Total Rural Residential	4,817
Single Family Residential	6,765	Single Family Residential	5,076
Multi-Family Residential	142	Traditional Neighborhood	574
		High Density Residential	323
Mixed Use	240	Downtown Mixed Use	386

2007 General Plan Land Use Designation	Alternative 1 -No Project/Existing 2007 General Plan ¹ (acres)	Proposed General Plan Land Use Designation ²	Proposed Project ³ (acres)
6 th Street Overlay	211	TOD Overlay	173
Community Commercial	471	Neighborhood Commercial	46
General Commercial	84	General Commercial	321
Industrial	1,254	Industrial	1,336
Public Facilities	234	Public Facilities	350
Recreation/Conservation	9,849	Open Space	10,253
Beaumont Avenue Overlay	80		
Urban Village Overlay	684	Urban Village	408
		Urban Village South	237
		Employment District	179

1 = Table 2-1, Distribution of Land Uses within the Beaumont Planning Area (2007 General Plan)
 2= Table 3-2 Potential Development in the City and its Sphere of Influence (2020 Public Draft General Plan)
 3 = does not include 2,088 acres of streets
 DU – dwelling unit

Finding: Alternative 1, the Existing 2007 General Plan/No Project Alternative would have the same and somewhat more impacts because it does not include the density concentrations near commercial/office land uses, nor the alternative transportation method policies that the Project has. Under the Existing 2007 General Plan, VMT and the associated air quality and GHG emissions would be higher. Additionally, as shown below in Table 2, none of the Project Objectives are met by Alternative 1. Accordingly, this City Council finds the No Project Alternative less desirable than the Project and rejects this Alternative 1.

5.3.3 Alternative 2: Increased Recreation

Under this Alternative, there would be a new Land Use Designation for “Recreation” which would include: “Low-impact development, including camping and ATV uses. Caretaker residential units. Residential uses that meet the Rural Residential 40 designation are permitted”. The area where this Recreational land use designation would occur is in the very western edge of the Planning Area and south of SR 60. Under Alternative 2, there would be approximately 547 acres of a Recreation designation, which would replace approximately 547 acres of Rural Residential as proposed by the Project. The area affected by this Land Use designation change is within the County of Riverside and located within the City’s Sphere of Influence. The underlying County of Riverside Land Use Designation is Rural Residential. Under this Alternative, the County Land Use Designation would be inconsistent with the City’s proposed Project Land Use Designation of Recreation.

Alternative 2 has one main distinct difference from the proposed Project; it keeps approximately 547 acres at the western edge of the Planning Area that is within the County of Riverside jurisdiction and in the City’s Sphere of Influence, and makes it Recreation. This use would allow for the construction/operation of recreational focused land uses such as an off-road vehicle park, campsites and other active recreational uses. Under this Alternative, there would be a reduction in the amount of Rural Residential land uses from what is in the proposed Project.

Finding: Although Alternative 2 would meet almost all of the Project Objectives, the land use change of making approximately 550 acres Recreation instead of Rural Residential, would decrease the daily trips in this traffic analysis zone; however, there would be still be trips generated for recreational purposes. The alternative would also increase active recreation uses such as off-road vehicles that could also create air quality emissions that would be worse than regular passenger cars. Accordingly, this City Council finds the Increased Recreation Alternative less desirable than the Project and rejects this Alternative 2.

Table 2 – Comparison of Alternatives Matrix

Environmental Issue – Project Significance	Proposed Project	Alternative 1 No Project/Existing 2007 General Plan	Alternative 2 Increased Recreation
Air Quality – Significant and Unavoidable	The Project would violate air quality standards or contribute substantially to an existing or projected air quality violation; would result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors); and potentially expose sensitive receptors to substantial pollutant concentrations;	Greater – Although potentially less development than the Project, under the Existing General Plan, there would still be land use to generate air quality impacts related to increased traffic and the potential for TACs to be generated from non-residential projects in proximity to residential projects. Additionally, vehicle miles traveled (VMT) per service population from the 2007 General Plan would increase by 22.4 miles (see Table 5.16-B) compared to the Project which increases air emissions. Therefore, impacts would be greater than the Project.	Slightly Greater – Air quality impacts would be slightly less than that of the proposed Project due to the change in land use and associated reductions in daily vehicle trips from Rural Residential to Recreation. However, the Recreational uses under this Alternative would also create vehicle trips that would generate air quality emissions from people traveling to use the area and from the off road vehicles that would be using the site. The off road vehicles that could use the Recreational areas could potentially have worse air quality impacts than regular vehicles associated with a residential land use because they typically have less air quality emission prevention technologies and pollute more emissions than regular cars. Under this Alternative, the impacts associated from future uses and TAC exposure would most likely be the same as those encountered by the Project. Under this

Table 2 – Comparison of Alternatives Matrix

Environmental Issue – Project Significance	Proposed Project	Alternative 1 No Project/Existing 2007 General Plan	Alternative 2 Increased Recreation
			Alternative, impacts are significant and unavoidable.
Greenhouse Gas (GHG) Emissions- Significant and Unavoidable	The Project would generate GHG emissions, either directly or indirectly, that significant impact on the environment; because GHG standards will be exceeded by future growth.	Greater –GHG emissions would increase but under the 2007 General Plan there would be less intensity and units than proposed by the Project, thereby resulting in less GHG emissions from new residential and nonresidential uses. However, VMT per service population from the 2007 General Plan would increase by 22.4 miles (see Table 5.16-B) compared to the Project, which would result in increased GHG emissions in comparison to the Project. Therefore, impacts would be greater than the Project.	Same – This Alternative would result in about the same GHG emissions since it would eliminate about 550 acres of Rural residential land uses, however, with this area being designated for Recreation, it would generate trips from both inside the City and from other communities. Therefore, the overall GHG emissions most likely would not be much different from the proposed Project. Under this Alternative, impacts remain significant and unavoidable.
Noise – Significant and Unavoidable	The Project would contribute to permanent increased noise levels from roadways due to increased traffic and exceed threshold for noise levels resulting in significant and unavoidable impacts after mitigation.	Same – Most area roadways are already exceeding noise standards in close proximity to the roadway. Under the current 2007 General Plan, these noise levels would be expected to result in the same conditions. Impacts would remain significant and unavoidable.	Same – Most area roadways are already exceeding noise standards in close proximity to the roadway. Even with changing the approximately 550 acres from Rural Residential to Recreation under this Alternative, these noise levels would be expected to result in the same conditions as the Project and would remain significant and unavoidable.
Transportation – Significant and Unavoidable	The Project would generate 29.7 VMT per service population in the Planning Area. There are no feasible mitigations available to mitigate impacts to less than significant levels. Therefore Project-related Impacts would be significant and unavoidable.	Greater – The TIA prepared for the PEIR included a VMT per service population calculation for the 2007 General Plan (see Table 5.16-B) and determined that the 2007 General Plan would generate 52.1 VMT per service population in the Planning Area. This is more than the Beaumont 2040 Plan, which would generate 29.7 VMT per service population in the Planning Area. Impacts would be greater and significant and unavoidable.	Same – This Alternative would reduce residential units in the Planning Area, hence reducing service population. The recreational uses proposed under this alternative would decrease the daily trips in this traffic analysis zone; however, because there are a number of off-road vehicle (ORV) parks that operate within unincorporated Riverside County, it is assumed that this Alternative would not substantially change VMT within the WRCOG area (see Table 5.16-D). Therefore, the VMT impacts would be expected

Table 2 – Comparison of Alternatives Matrix

Environmental Issue – Project Significance	Proposed Project	Alternative 1 No Project/Existing 2007 General Plan	Alternative 2 Increased Recreation
			to result in similar conditions as the Project and remain significant and unavoidable.
Environmentally Superior to Proposed Project?	<i>Not applicable</i>	No –Alternative 1 would have the same impacts as the Project related to noise. It would create more VMT and the resulting increases in air quality and GHG impacts than the proposed Project because the current 2007 General Plan does not include policies related to non-vehicular transportation priorities and has less dense land uses in the areas near commercial and office land uses. For this reason, the increase in VMT, this Alternative would not be environmentally superior to the Project.	No – Alternative 2 would not be considered Environmentally Superior to the Project because it will result in the same GHG, noise and transportation impacts as the Project. The reason why it is not environmentally superior is that it does slightly increase air quality impacts from the Project because it would introduce active recreational activities such as off-road vehicles which typically have less air quality emission prevention technologies and pollute more emissions than regular cars. .
Meets Project Objectives?	Yes	No – This Alternative would not meet the project objectives as it is an outdated vision for the City on the types of development patterns and goals for the future planning.	Yes – Changing the approximately 500-acre area from Rural Residential still result in most of the objectives for the rest of the General Plan to be met. This Alternative would solidly meet the Objective of providing a diverse network of open space.

5.0 CERTIFICATION OF FINAL EIR

The City Council declares that no new significant information as defined by the CEQA Guidelines, Section 15088.5 has been received by the City Council after circulation of the EIR that would require recirculation. The City Council certifies the EIR based on the findings and conclusions discussed below.

5.1 FINDINGS

As required by CEQA Statutes, Section 21081 (a)(3) and (b), and CEQA Guidelines Section 15903, the City of Beaumont City Council makes the following findings:

- 1) The City of Beaumont City Council has considered the impacts of the proposed Beaumont General Plan 2040 as identified and analyzed in the Final EIR. Although there are mitigation measures, Conditions of Approval, and Project Design Features that assist in mitigation of the significant unavoidable adverse impacts, as discussed in the Findings, certain impacts cannot be avoided or reduced to below a level of significance. The City Council finds that all feasible changes and alterations, in the form of mitigation measures, Conditions of Approval and Project Design Features, have been incorporated into, or imposed upon, the proposed Beaumont General Plan 2040.
- 2) The City of Beaumont City Council has considered the two (2) Project alternatives to the proposed Beaumont General Plan 2040, and the additional one (1) Alternative Location which was rejected from further consideration, as described and analyzed in the Final EIR. Per the criteria under State CEQA Guidelines Section 15126.6, which provides specific guidance with regard to the discussion of alternatives in an EIR, the City Council considers this a reasonable range of alternatives to the Project. Based upon this examination, the City of Beaumont City Council finds that while the alternatives have the potential to avoid some of the environmental impacts caused by the Project, none of the alternatives would achieve the City's goals and objectives to the same extent as the proposed Project; and
- 3) Based upon the foregoing, the City of Beaumont City Council finds that the thirteen (13) areas of Public Benefit related to the proposed Beaumont Distribution Center Project outweigh the four (4) areas of significant unavoidable adverse impacts. Therefore, the City of Beaumont City Council finds the significant unavoidable adverse impacts acceptable.

5.2 CONCLUSIONS

1. Except as to those impacts stated above relating to air quality, greenhouse gas emissions, noise, and transportation, all other significant environmental impacts from the implementation of the proposed Project have been identified in the EIR and, with implementation of the mitigation measures identified, where necessary, are considered less than significant.
2. Alternatives to the proposed Project, including an Alternative Location, No Project and Increased Recreation, have been considered and rejected in favor of the proposed Project.
3. Environmental, economic, social, and other considerations and benefits derived from the development of the proposed Project override and make infeasible any alternatives to the proposed Project or further mitigation measures beyond those incorporated into the proposed Project.

6.0 STATEMENT OF OVERRIDING CONSIDERATIONS

The following Statement of Overriding Considerations is made in connection with the proposed approval of the Beaumont General Plan 2040 (the “Project”).

CEQA requires the decision-making agency to balance the economic, legal, social, and technological or other benefits of a project against its unavoidable environmental risks when determining whether to approve a project. If the benefits of the project outweigh the unavoidable adverse effects, those effects may be considered acceptable. CEQA requires the agency to provide written findings supporting the specific reasons for considering a project acceptable when significant impacts are unavoidable. Such reasons must be based on substantial evidence in the EIR or elsewhere in the administrative record. The reasons for proceeding with this Project despite the adverse environmental impacts that may result are provided in this Statement of Overriding Considerations.

The City Council finds that the economic, social and other benefits of the Project outweigh the significant and unavoidable air quality, greenhouse gas emissions, noise, and transportation and traffic related effects identified in the EIR and the record of proceedings. In making this finding, pursuant to Public Resources Code section 21081(b) and Guidelines section 15093, the City Council has balanced the benefits of the Project against its unavoidable impacts and has indicated its willingness to accept those adverse impacts. The City Council finds that each one of the following benefits of the Project, taken singly or in conjunction with the benefits as a whole, would warrant approval of the Project notwithstanding the unavoidable environmental impacts of the Project as identified in the EIR. The City Council finds and declares that it has adopted all feasible

mitigation measures to reduce impacts involving air quality, cultural resources, greenhouse gas emissions, and transportation and traffic as much as possible.

The City Council has also examined alternatives to the proposed Project, none of which both meet the project objectives and is environmentally preferable to the proposed Project. The City Council finds that these alternatives are infeasible because although some alternatives have similar or less environmental impacts, they do not provide the benefits of the project, or are otherwise socially or economically infeasible when compared to the Project, as described in the Statement of Facts and Findings and supported by the DEIR, FEIR and the remainder of the Record of Proceedings. The City Council, after balancing the specific economic, legal, social, technological, and other benefits of the proposed project, has determined that the unavoidable adverse environmental impacts identified above may be considered “acceptable” due to the following specific considerations, which outweigh the unavoidable, adverse environmental impacts of the proposed Project. Each of the separate benefits of the proposed Project, as stated herein, is determined to be, unto it and independent of the other Project benefits or in conjunction with the benefits as a whole, a basis for overriding all unavoidable adverse environmental impacts identified in these Findings. The City has independently verified the existence of all facts stated below to justify the Statement of Overriding Considerations. These benefits include:

- Creating a vibrant downtown to reduce vacancies and promote mix of active uses and a variety of retail and housing. Developing downtown with human scale design that supports and improves the pedestrian experience, including multi-modal streets.
- Pursuing an infill strategy to foster compact development patterns, create walkable communities and preserve the natural environment and critical environmental areas. Within the SOI, limiting future development to areas immediately adjacent to existing development and along current and new transportation corridors.
- Improving retail corridors, to enhance development and redevelopment in the City’s retail corridors, diversify housing types, encourage mixed-use centers, and foster opportunities for economic growth.
- Expanding housing choices to provide a diverse housing inventory to meet the changing needs of the Planning Area, which includes more affordable housing options.
- Protecting the City’s historic resources. to preserve and enhance the City’s rich cultural and historic assets.
- Expanding and enhance employment opportunities to diversify the City’s job base, promote future growth and economic development in the SOI, and achieve a better balance between jobs and households in the Planning Area.
- Improving fiscal performance of the City to stabilize the City’s fiscal health.
- Improving infrastructure and keep pace with development, to enhance the quality of life for the City’s residents and the City’s fiscal health by linking land use, transportation, and infrastructure development.

- Improving health outcomes, to improve the health of the community by supporting active transportation, access to healthy food, park, healthcare (including mental healthcare), preventative care and fitness, and economic opportunities.
- Creating a diverse and extensive open space network to maintain the views of the mountains and provide connectivity between residential neighborhoods and open space resources that provide opportunities for active and passive recreation.
- Enhancing opportunities for tourism to create a unique identity for tourism to transform Beaumont into a regional destination.
- Ensuring high level of public safety to protect the personal safety and welfare of people who live, work, and visit Beaumont from crime, pollution, disasters, and other threats and emergencies.

The City Council finds that the foregoing benefits outweigh the identified significant adverse environmental impacts. The City Council further finds that each of the individual Project benefits discussed above outweighs the unavoidable adverse environmental effects identified in the Final EIR and therefore finds those impacts to be acceptable. The City Council further finds that each of the benefits listed above, standing alone, is sufficient justification for the City Council to override these unavoidable environmental impacts.

EXHIBIT 1

TABLE OF IMPACTS, MITIGATION MEASURES AND CEQA FINDINGS OF FACT

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
5.1 Aesthetics			
Have a substantial adverse effect on a scenic vista?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.2 Agriculture and Forestry Resources			
Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	MM AG-1: Because the State reevaluates and changes Farmland designations approximately every two years, to determine the specific impacts to designated Farmland sites shown on Figure 5.2-1 – Designated Farmland as having Prime Farmland or Unique Farmland, as part of any entitlement process for any future development proposal, the project applicant shall use the most current FMMP data available to determine the	Less Than Significant Impact	Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures. The City of Beaumont, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects identified in the Final EIR. (CEQA Guidelines §15091(a)(1))

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
	<p>number of acres of Prime Farmland, Unique Farmland, and Farmland of Statewide Importance that would be permanently converted to a non-agricultural use by the proposed future development. This number shall be referred to as the "Acres of Converted Farmland."</p> <p>If the Acres of Converted Farmland for any future development project is greater than zero, the City shall require the project proponent to provide mitigation in the amount equivalent to the Acres of Converted Farmland. This mitigation may be provided by one or more of the following methods: (i) placement of an agricultural easement on property containing soils that meet the physical and chemical criteria for Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, (ii) cancellation of a Notice of Non-renewal or an agreement not to file a Notice of Non-renewal for Williamson Act contracts on property (or properties), (iii) placement of a new Williamson Act contract on property or properties, or (iv) any combination of (i), (ii), or (iii). Other feasible measures to protect the soils and lands designated by the State FMMP program not listed here can be implemented as determined by the City. This mitigation shall be made a condition of project approval and evidence of mitigation shall be provided to the Beaumont Planning Department prior to the issuance of a grading permit.</p>		
<p>Conflict with existing zoning for agricultural use, or a Williamson Act contract?</p>	<p>MM AG-2: In order to allow the operation of produce stands in the Industrial Zoning District as part of the revisions to the Beaumont Zoning Ordinance, Section 17.03.100 and Table 17.03-3 shall be revised to include Produce Stands as a</p>	<p>Less Than Significant Impact</p>	<p>Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures.</p> <p>The City of Beaumont, therefore, finds that changes or alterations have been</p>

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
	permitted use in the Manufacturing (M) Zone.		required in, or incorporated into, the Project that avoid the significant environmental effects identified in the Final EIR. (CEQA Guidelines §15091(a)(1))
Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	No mitigation required	No Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Result in the loss of forest land or conversion of forest land to non-forest use?	No mitigation required	No Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.3 Air Quality			
Conflict with or obstruct implementation of the applicable air quality plan?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	MM AQ 1: In order to reduce future impacts related to exceedance of air quality standards from criteria pollutants and from TACs impacting sensitive receptors, prior to discretionary approval for development projects subject to CEQA review, project applicants shall prepare and submit a technical analysis evaluating potential air quality impacts, including TAC's where appropriate, to the City of Beaumont for review and approval. The analysis shall be prepared in conformance with current South Coast Air Quality Management District (SCAQMD)	Significant and Unavoidable Impacts	Implementation of the identified mitigation measures will reduce this impact, but not to a less than significant level. While the City of Beaumont hereby adopts these mitigation measures, impacts will remain significant and unavoidable. The City of Beaumont hereby concludes that the impact is acceptable in light of the Project's benefits as set forth in the Statement of Overriding Considerations. (CEQA Guidelines §15091(a)(3)).

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
	methodology for assessing air quality impacts and TACs. Feasible mitigation measures for each future project shall be incorporated, if applicable.		
Expose sensitive receptors to substantial pollutant concentrations?	MM AQ-1 <i>See Above</i>	Significant and Unavoidable Impacts	Implementation of the identified mitigation measures will reduce this impact, but not to a less than significant level. While the City of Beaumont hereby adopts these mitigation measures, impacts will remain significant and unavoidable. The City of Beaumont hereby concludes that the impact is acceptable in light of the Project's benefits as set forth in the Statement of Overriding Considerations. (CEQA Guidelines §15091(a)(3)).
Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.4 Biological Resources			
Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	MM BIO-1: For impacts identified to Species Not Covered by the MSHCP, potential direct and indirect impacts to Federal Species of Concern, California Species of Special Concern, California Species Animals or plants on lists one through four of the California Native Plant Society (CNPS) Inventory will require habitat assessments prepared by a qualified biologist for future implementing projects. The habitat assessment report identifying potential impacts to the Not Covered MSHCP species shall be provided in a report and submitted to the City Planning Department prior to issuance of grading permits. The following determinations shall be made by the City based on the habitat assessment: <ul style="list-style-type: none">If the findings of the habitat assessment show no suitable habitat or sensitive species Not Covered by	Less Than Significant Impact	Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures. The City of Beaumont, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects identified in the Final EIR. (CEQA Guidelines §15091(a)(1))

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
	<p>the MSHCP occur on site, then no additional surveys or mitigation measures are required.</p> <ul style="list-style-type: none"> • If the potential for sensitive species exist or suitable habitat exists on site, focused surveys shall be completed within one year of the submittal to the City for review. Focused surveys conducted in the appropriate season for each species, as identified in the habitat assessment report, shall be conducted to determine presence/absence status. • If no sensitive species are identified through focused surveys, then no additional surveys or mitigation measures are required. • If sensitive species Not Covered by the MSHCP are found on site and are not avoided by project design, coordination with the appropriate regulatory agencies (i.e. USFWS and/or CDFW) would be required to obtain necessary take permits and implement project-specific mitigation prior to any ground disturbing activities. <p>MM BIO-2: To ensure compliance with Fish and Game Code sections 3503, 3503.5, and 3513 no direct impacts shall occur to any nesting birds, their eggs, chicks, or nests. If future implementing project activities are planned during the bird nesting season, nesting bird survey(s) consisting of up to three (3) site visits within 3 days prior to ground disturbance, clearing and/or demolition activities shall be conducted to ensure birds protected under the Migratory Bird Treaty Act (MBTA) are not disturbed by</p>		

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
	<p>on-site activities. Any such survey(s) shall be conducted by a qualified biologist. If no active nests are found, no additional measures are required.</p> <p>If active nests are found, the nest locations shall be mapped by the biologist. The nesting bird species shall be documented and, to the degree feasible, the nesting stage (e.g., incubation of eggs, feeding of young, near fledging) determined. Based on the species present and surrounding habitat, a no-disturbance buffer shall be established around each active nest. The buffer shall be identified by a qualified biologist and confirmed by the City. No construction or ground disturbance activities shall be conducted within the buffer until the biologist has determined the nest is no longer active and has informed the City and construction supervisor that activities may resume.</p>		
<p>Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?</p>	<p>MM BIO-3: The City shall require the following for all future implementing projects in order to mitigate for impacts to riparian/riverine or sensitive habitats associated with waters of the US and State:</p> <ul style="list-style-type: none"> Preparation of a Jurisdictional Delineation of Waters of the U.S. and wetlands pursuant to the RCA as well as CWA and ACOE protocol where drainages are located on site. If avoidance of the drainages is infeasible, then applicants must obtain a CWA Section 404 permit from the ACOE prior to project grading. These permits must include measures or other equivalent requirements necessary to reduce impacts to riparian and wetlands 	<p>Less Than Significant Impact</p>	<p>Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures.</p> <p>The City of Beaumont, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects identified in the Final EIR. (CEQA Guidelines §15091(a)(1))</p>

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
	<p>resources and ensure no net loss of wetlands.</p> <ul style="list-style-type: none"> Preparation of a Jurisdictional Delineation of streams and vegetation within drainages and native vegetation of use to wildlife pursuant to CDFW and California Fish and Game Code Sect 1600 <i>et seq.</i> Where necessary, applicants are required to obtain a Section 1601 or 1603 permit and a Streambed Alteration Agreement from CDFW. These permits must include measures or other equivalent requirements that reduce impacts to riparian and wetlands resources ensure no net loss of wetlands. Riparian/Riverine evaluation pursuant to Section 6.1.2 of the MSHCP. Applicants must avoid impacts to riparian areas to preserve the function and value of such habitats. Avoided areas shall be protected in perpetuity through a legal instrument such as a conservation easement or deed restriction. Where avoidance is infeasible, a DBESP will be required to be reviewed and approved by the RCA and/or US Fish and Wildlife Services and California Department of Fish and Game. 		
<p>Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p>	<p>MM BIO-3 See Above</p>	<p>Less Than Significant Impact</p>	<p>Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures.</p> <p>The City of Beaumont, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects identified in the</p>

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
			Final EIR. (CEQA Guidelines §15091(a)(1))
Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	MM BIO-2 <i>See Above</i>	Less Than Significant Impact	Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures. The City of Beaumont, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects identified in the Final EIR. (CEQA Guidelines §15091(a)(1))
Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	MM BIO-3 <i>See Above</i> MM BIO-4: During the CEQA process, the City shall evaluate all proposed road projects within the MSHCP Criteria Area to ensure compliance with the MSHCP and the Implementing Agreement.	Less Than Significant Impact	Implementation of the identified mitigation measures will reduce this impact to a less than significant level. The City of Beaumont hereby adopts these mitigation measures. The City of Beaumont, therefore, finds that changes or alterations have been required in, or incorporated into, the Project that avoid the significant environmental effects identified in the Final EIR. (CEQA Guidelines §15091(a)(1))
5.5 Cultural Resources			
Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Disturb any human remains, including those interred outside of formal cemeteries?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.6 Geology and Soils			
Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:			

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Strong seismic ground shaking?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Seismic-related ground failure, including liquefaction?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Landslides?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Result in substantial soil erosion or the loss of topsoil?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.7 Greenhouse Gas Emissions			
Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	MM GHG 1: In order to address effects of GHG emissions from future development, the City of Beaumont shall evaluate the feasibility of the potential GHG reduction strategies in Table 5.7-F and update the Sustainable Beaumont Plan or similar document every five years to ensure the City is monitoring the plan's progress toward achieving the City's greenhouse gas (GHG) reduction targets and to require amendment if the plan is not achieving the specified level. The updates shall identify targets for years 2030, 2040, and 2050 and subsequent applicable statewide legislative targets that may be in effect at the time of the update.	Significant and Unavoidable Impacts	Implementation of the identified mitigation measures will reduce this impact, but not to a less than significant level. While the City of Beaumont hereby adopts these mitigation measures, impacts will remain significant and unavoidable. The City of Beaumont hereby concludes that the impact is acceptable in light of the Project's benefits as set forth in the Statement of Overriding Considerations. (CEQA Guidelines §15091(a)(3)).
Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	No mitigation required	No Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.8 Hazards and Hazardous Materials			
Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
waste within one-quarter mile of an existing or proposed school?			
Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.9 Hydrology and Water Quality			
Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			
Result in substantial erosion or siltation on- or off-site;	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Impede or redirect flood flows?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.10 Land Use and Planning			
Physically divide an established community?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.11 Mineral Resources			

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.12 Noise			
Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	No feasible mitigation at a programmatic level.	Significant and Unavoidable Impacts	For these impacts, there are no feasible mitigation measures. Thus, impacts will remain significant and unavoidable. The City of Beaumont hereby concludes that the impact is acceptable in light of the Project's benefits as set forth in the Statement of Overriding Considerations. (CEQA Guidelines §15091(a)(3)).
Generation of excessive groundborne vibration or groundborne noise levels?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.13 Population and Housing			
Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.14 Public Services			
Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:			
Fire protection	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Police protection	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Schools	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Parks	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Other Public Facilities	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.15 Recreation			
Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
5.16 Transportation			
Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	No feasible mitigation at a programmatic level.	Significant and Unavoidable Impacts	For these impacts, there are no feasible mitigation measures. Thus, impacts will remain significant and unavoidable. The City of Beaumont hereby concludes that the impact is acceptable in light of the Project's benefits as set forth in the Statement of Overriding Considerations. (CEQA Guidelines §15091(a)(3)).
Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Result in inadequate emergency access?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.17 Tribal Cultural Resources			
Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
resource to a California Native American tribe?			
5.18 Utilities and Service Systems			
Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.19 Energy			
Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)

Impact	Mitigation Measure	Level of Significant After Mitigation	Findings of Fact
resources, during project construction or operation?			
Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	No mitigation required	No Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
5.20 Wildfire			
Substantially impair an adopted emergency response plan or emergency evacuation plan?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)
Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	No mitigation required	Less Than Significant Impact	Under CEQA, no mitigation is required for impacts that are less than significant (Public Resources Code §21002; CEQA Guidelines §§15126.4(a)(3), 15091)



Final Program Environmental Impact Report

Beaumont General Plan

SCH No. 2018031022



October 2020

Click Link Below

<https://www.beaumontca.gov/Admin/DocumentCenter/Document/View/36788/Attachment-F---link-to-Final-EIR>

CITY OF BEAUMONT

GENERAL PLAN AND ZONING CODE + MAP UPDATE

ERRATA

NOVEMBER 12, 2020

GENERAL PLAN		
PAGE NUMBER	REFERENCE	CHANGE
Page 39	Para 1, Sentence 1	Change to: <i>The City's Sphere of Influence is located primarily to the south and west of City boundaries and covers an additional 11.2 square miles.</i>
Page 45	Table 3-2	RR1 - Correct # from 438 to 383
		Total - Correct # from 40,904 to 40,849
Page 45	Table 3-2	Add breakdown by City and SOI
Page 53	Subarea Strategies, Bullet 6	Change Bullet 6 to: <i>Encourage developers to build proposed retail and services in a specific plan no later than when 75% of the residential development has occurred.</i>
Page 115	Truck Priority Map	Correct legend color (pink) to match green on the map for truck priority streets.
Page 150	Second paragraph under Statutory Requirements	Change to: State Office of Planning and Research (OPR)
Page 156	Groundwater Pollution	Reference to 2019 Consumer Confidence Report updated. references to pollutants removed. Title of the section changed to groundwater quality.
Page 170	Goal 6.7.7	Change to: <i>City will coordinate with appropriate agencies to develop an informational program on BMP's to protect groundwater quality on a regional basis.</i>
Page 177	Utilities, First sentence	Change to: <i>Utility systems within the City include non-potable water, sanitary sewer, storm drainage, recycled water, natural gas and electric distribution, and a variety of telecommunications systems.</i>
Page 178	Potable Water, 2nd paragraph	Change to: <i>City will coordinate with the appropriate entities to maximize use of recycled water.</i>
Page 178	Potable Water, 3rd paragraph	Add stormwater capture and recharge to list of options
Page 179	Recycled Water + Groundwater Recharge, 1st paragraph	Change to: <i>BCVWD has a system designed to convey various sources of non-potable water.</i> Change to: <i>BCVWD currently owns and operates a groundwater recharge facility.</i>

PAGE NUMBER	REFERENCE	CHANGE
Page 179	Recycled Water + Groundwater Recharge, 2nd paragraph	Change to: <i>The San Geronio Pass Water Agency also owns and operates a groundwater recharge basin facility.</i>
Page 180	Picture caption for Oak Valley Golf Course	Change to: <i>Oak Valley Golf Course uses on-site well water for irrigation</i>
Page 180	1st paragraph under the picture	Remove text: <i>The BCVWD is in the process of developing a facility plan for a recycled water connection with neighboring Yucaipa Valley Water District and is in discussions with the City for utilizing recycled water from the City's wastewater treatment plant. Any recycled water which is introduced into the BCVWD system will offset the existing potable water demand on a gallon for gallon basis. (BCVWD UWMP, p. 9-6).</i>
Page 188	Goal 7.2	Add policy 7.2.11: <i>Coordinate with Watermaster to periodically assess, monitor, and manage the quality of ground and surface water.</i>
Page 188	Goal 7.3.8	Change Goal 7.3.8 to: <i>Require irrigation of new parks and golf courses with recycled water when practicable in Beaumont.</i>
Page 189	Goal 7.5.7	Change to: <i>City will work with partnering agencies to identify funding sources and implement projects & programs that protect the Santa Ana Watershed</i>
Page 193	CFI5	Add Santa Ana Watershed Project Authority and SGPWA to CFI5
Page 215		Add new policy 8.10.5: <i>City shall require project proponents to hire a CDFW-qualified biologist to monitor for special status species or other wildlife of low or limited mobility, if present, prior to and during all ground- and habitat-disturbing activities to move out of harm's way special status species or other wildlife of low or limited mobility that would otherwise be injured or killed.</i>
Page 215		Renumber 8.10.5 to 8.10.6
Page 223	Beaumont Drainage Management Plan, 1st paragraph	Delete para 1 as it refers to UWMP Change subsection title to Master Drainage Plan
Page 238	Climate Change + Extreme Weather	Delete reference to Gateway Cities. This para is generally describing conditions in Southern California per the State Water Resources Dept. Add: - <i>The San Geronio Pass Water Agency is the primary importer of water to the region. The major imported water facility which provides water to the region is the California Aqueduct East Branch Extension (EBX).</i>

PAGE NUMBER	REFERENCE	CHANGE
Page 244	Policy 9.6.8	Change to: <i>Require that developments located in wildland interface areas incorporate and enforce standards for construction, including a fuel modification program (i.e., brush clearance, planting of fire-retardant vegetation) to reduce the threat of wildfires.</i> Add: <i>Fuel modification areas shall be located within the project site and shall be clearly delineated on grading plans.</i>
TITLE 17 ZONING CODE		
Page 265	Table 17.19-1	Correct table column header from RMF to DMF
Page 53	Table 17.03-3	Allow produce stands in M zone
<i>Note: Please note that additional minor typographic corrections and edits will also be addressed in final documents</i>		

Memorandum

To: Christina Taylor
City of Beaumont City Council

From: Albert A. Webb Associates

Date: November 13, 2020

Re: Responses to Late Comments Received on the Draft PEIR for the Beaumont General Plan

Attached for consideration by the Beaumont City Council are two late comment letters received after publication of the Final PEIR.

Each comment letter is followed by the responses to each of its comments. Each comment letter is identified by the number designated the table below, and identifying information for each commenter is provided at the beginning of the corresponding responses. Specific comments are delineated and lettered as well.

Comments Received Following Publication of the Final PEIR

Late Comment Letter	Name/Agency	Date of Letter
A	Mitchell M. Tsai, Attorney at Law on behalf of the Southwest Regional Council of Carpenters	November 3, 2020
B	Jimmy Elrod, Special Representative Southwest Regional Council of Carpenters	November 3, 2020

Late Comment Letter A – Southwest Regional Council of Carpenters

Late comment letter A commences on the next page.



P: (626) 381-9248
 F: (626) 389-5414
 E: mitch@mitchtsailaw.com

Mitchell M. Tsai
 Attorney At Law

155 South El Molino Avenue
 Suite 104
 Pasadena, California 91101

VIA U.S. MAIL & E-MAIL

November 3, 2020

Via E-Mail & U.S. Mail

Beaumont City Council
 City Council Chambers, Beaumont City Hall
 550 E. 6th Street
 Beaumont, CA 92223
Em: NicoleW@beaumontca.gov

Christina Taylor, Community Development Director
 City of Beaumont
 Department of Community Development
 550 E. 6th Street
 Beaumont, CA 92223
Em: Ctaylor@beaumontca.gov

RE: Agenda Item No. 8, City of Beaumont General Plan Update, Draft Environmental Impact Report, Finding of Facts and Statement of Overriding Considerations and Zoning Code Amendments

Dear Mayor Santos, Honorable Council Members, and Ms. Taylor,

On behalf of the Southwest Regional Council of Carpenters (“**Commenters**” or “**Carpenters**”), my Office is submitting these comments on the City of Beaumont’s (“**City**” or “**Lead Agency**”) Final Environmental Impact Report (“**FEIR**” or “**EIR**”) (SCH No. 2018031022) for the Beaumont General Plan 2040, a proposed general plan update for the City of Beaumont and revisions to the Zoning Ordinance and Zoning Map (“**Project**”).

The Southwest Carpenters is a labor union representing 50,000 union carpenters in six states, including in southern California, and has a strong interest in well ordered land use planning and addressing the environmental impacts of development projects.

A-1

Individual members of the Southwest Carpenters live, work, and recreate in the City of Santee and surrounding communities and would be directly affected by the Project’s environmental impacts. Commenters expressly reserve the right to supplement these comments at or prior to hearings on the Project, and at any later hearings and proceedings related to this Project. Cal. Gov. Code § 65009(b); Cal. Pub. Res. Code § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal. App. 4th 1184, 1199-1203; see *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.

A-2

The City should require that the Applicant provide additional community benefits such as requiring local hire and paying prevailing wages to benefit the City. Moreover, it would be beneficial for the City to require the Applicant to hire workers: (1) who have graduated from a Joint Labor Management apprenticeship training program approved by the State of California, or have at least as many hours of on-the-job experience in the applicable craft which would be required to graduate from such a state approved apprenticeship training program and; (2) who are registered apprentices in an apprenticeship training program approved by the State of California.

A-3

Commenter expressly reserves the right to supplement these comments at or prior to hearings on the Project, and at any later hearings and proceedings related to this Project. Cal. Gov. Code § 65009(b); Cal. Pub. Res. Code § 21177(a); *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal. App. 4th 1184, 1199-1203; see *Galante Vineyards v. Monterey Water Dist.* (1997) 60 Cal. App. 4th 1109, 1121.

A-4

Commenter incorporates by reference all comments raising issues regarding the EIR submitted prior to certification of the EIR for the Project. *Citizens for Clean Energy v City of Woodland* (2014) 225 Cal.App.4th 173, 191 (finding that any party who has objected to the Project’s environmental documentation may assert any issue timely raised by other parties).

Moreover, Commenter requests that the Lead Agency provide notice for any and all notices referring or related to the Project issued under the California Environmental Quality Act (“**CEQA**”), Cal Public Resources Code (“**PRC**”) § 21000 *et seq*, and the California Planning and Zoning Law (“**Planning and Zoning Law**”), Cal. Gov’t Code §§ 65000–65010. California Public Resources Code Sections 21092.2, and 21167(f) and Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency’s

A-5

governing body.

I. THE PROJECT WOULD BE APPROVED IN VIOLATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. Background Concerning the California Environmental Quality Act

CEQA has two basic purposes. First, CEQA is designed to inform decision makers and the public about the potential, significant environmental effects of a project. 14 California Code of Regulations (“**CCR**” or “**CEQA Guidelines**”) § 15002(a)(1). “Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR ‘protects not only the environment but also informed self-government.’ [Citation.]” *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553, 564. The EIR has been described as “an environmental ‘alarm bell’ whose purpose it is to alert the public and its responsible officials to environmental changes before they have reached ecological points of no return.” *Berkeley Keep Jets Over the Bay v. Bd. of Port Comm’rs.* (2001) 91 Cal. App. 4th 1344, 1354 (“*Berkeley Jets*”); *County of Inyo v. Yorty* (1973) 32 Cal.App.3d 795, 810.

Second, CEQA directs public agencies to avoid or reduce environmental damage when possible by requiring alternatives or mitigation measures. CEQA Guidelines § 15002(a)(2) and (3). *See also, Berkeley Jets*, 91 Cal. App. 4th 1344, 1354; *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553; *Laurel Heights Improvement Ass’n v. Regents of the University of California* (1988) 47 Cal.3d 376, 400. The EIR serves to provide public agencies and the public in general with information about the effect that a proposed project is likely to have on the environment and to “identify ways that environmental damage can be avoided or significantly reduced.” CEQA Guidelines § 15002(a)(2). If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has “eliminated or substantially lessened all significant effects on the environment where feasible” and that any unavoidable significant effects on the environment are “acceptable due to overriding concerns” specified in CEQA section 21081. CEQA Guidelines § 15092(b)(2)(A–B).

While the courts review an EIR using an “abuse of discretion” standard, “the reviewing court is not to ‘uncritically rely on every study or analysis presented by a project proponent in support of its position.’ A ‘clearly inadequate or unsupported study is entitled to no judicial deference.’” *Berkeley Jets*, 91 Cal.App.4th 1344, 1355

(emphasis added) (quoting *Laurel Heights*, 47 Cal.3d at 391, 409 fn. 12). Drawing this line and determining whether the EIR complies with CEQA’s information disclosure requirements presents a question of law subject to independent review by the courts. (*Sierra Club v. Cnty. of Fresno* (2018) 6 Cal. 5th 502, 515; *Madera Oversight Coalition, Inc. v. County of Madera* (2011) 199 Cal.App.4th 48, 102, 131.) As the court stated in *Berkeley Jets*, 91 Cal. App. 4th at 1355:

A prejudicial abuse of discretion occurs “if the failure to include relevant information precludes informed decision-making and informed public participation, thereby thwarting the statutory goals of the EIR process.

The preparation and circulation of an EIR is more than a set of technical hurdles for agencies and developers to overcome. The EIR’s function is to ensure that government officials who decide to build or approve a project do so with a full understanding of the environmental consequences and, equally important, that the public is assured those consequences have been considered. For the EIR to serve these goals it must present information so that the foreseeable impacts of pursuing the project can be understood and weighed, and the public must be given an adequate opportunity to comment on that presentation before the decision to go forward is made. *Communities for a Better Environment v. Richmond* (2010) 184 Cal. App. 4th 70, 80 (quoting *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova* (2007) 40 Cal.4th 412, 449–450).

B. CEQA Requires Revision and Recirculation of an Environmental Impact Report When Substantial Changes or New Information Comes to Light

Section 21092.1 of the California Public Resources Code requires that “[w]hen significant new information is added to an environmental impact report after notice has been given pursuant to Section 21092 ... but prior to certification, the public agency shall give notice again pursuant to Section 21092, and consult again pursuant to Sections 21104 and 21153 before certifying the environmental impact report” in order to give the public a chance to review and comment upon the information. CEQA Guidelines § 15088.5.

Significant new information includes “changes in the project or environmental setting as well as additional data or other information” that “deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative).” CEQA Guidelines § 15088.5(a). Examples of significant



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new information requiring recirculation include “new significant environmental impacts from the project or from a new mitigation measure,” “substantial increase in the severity of an environmental impact,” “feasible project alternative or mitigation measure considerably different from others previously analyzed” as well as when “the draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.” *Id.*

An agency has an obligation to recirculate an environmental impact report for public notice and comment due to “significant new information” regardless of whether the agency opts to include it in a project’s environmental impact report. *Cadiz Land Co. v. Rail Cycle* (2000) 83 Cal.App.4th 74, 95 [finding that in light of a new expert report disclosing potentially significant impacts to groundwater supply “the EIR should have been revised and recirculated for purposes of informing the public and governmental agencies of the volume of groundwater at risk and to allow the public and governmental agencies to respond to such information.”]. If significant new information was brought to the attention of an agency prior to certification, an agency is required to revise and recirculate that information as part of the environmental impact report.

First, for all of the reasons outlined below by Commenters and by other comments submitted by third parties, significant new information has been raised that requires revision and recirculation of the EIR. The DEIR did not adequately describe the Project, failed to include all feasible mitigation measures to reduce greenhouse gas emissions and impacts to biological resources, deferred formulation of numerous mitigation measures, and failed to analyze potentially significant environmental impacts.

Substantial revisions were also made to the Project since the DEIR was released in September. From page FEIR 3-1 of the Final Environmental Impact Report, the Errata to the Draft PEIR notes numerous and substantial changes made to the Project that were not included in the draft document. A simple statement that none of these changes constitutes significant new information requiring recirculation of the DEIR does not settle the matter. As thoroughly noted by CDFW’s submitted comments, the DEIR was woefully deficient in its analysis and mitigation of impacts relating to biological resources—for which the City attempted to correct in the FEIR by adding numerous new mitigation measures using some of the language proposed by the CDFW. Additionally, Commenters also note the DEIR failed to include or



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consider any feasible mitigation measures to address greenhouse gas emissions impacts which should also be included in a revised and recirculated DEIR.

For all of the reasons describe above, the EIR should be recirculated with the proposed changes for additional review and public comment.

C. The EIR Does Not Adequately Describe the Project

An EIR must be “prepared with a sufficient degree of analysis to provide decisionmakers with information which enables them to make a decision which intelligently takes account of environmental consequences.” *Dry Creek Citizens Coalition v. County of Tulare* (1999) 70 Cal.App.4th 20, 26. An EIR's description of the project should identify the project's main features and other information needed for an assessment of the project's environmental impacts. *Citizens for a Sustainable Treasure Island v City & County of San Francisco* (2014) 227 Cal.App.4th 1036, 1053.

The EIR fails to adequately describe the proposed Project because it does not satisfy all of the technical requirements laid out in CEQA Guidelines Sec. 15124. The EIR does not accurately depict the Project and its environmental impacts, does not include reasonably foreseeable activities associated with the Project, and fails to include an adequate general description of the Project's technical, economic, and environmental characteristics. Also, the EIR mentions that new development is being contemplated as part of the new General Plan, but fails to otherwise define, specify, or consider the environmental impacts of those specific development projects within the EIR. (*See* DEIR, p. 3-1.)

For the reasons described above, the Project description is not accurate, stable, finite, or complete and should be amended in a revised and recirculated DEIR.

D. Due to the Current Public Health Crisis, the City must Adopt a Mandatory Finding of Significance that the Project's Construction Activities May Cause a Substantial Adverse Effect on Human Beings and Require Additional Safety Measures to Mitigate Potential Community Spread of COVID-19

CEQA requires that an agency make a finding of significance when a Project may cause a significant adverse effect on human beings. PRC § 21083(b)(3); CEQA Guidelines § 15065(a)(4).

Public health risks related to construction work requires a mandatory finding of significance under CEQA. Construction work has been defined as a Lower to High-



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risk activity for COVID-19 spread by the Occupations Safety and Health Administration. Recently, several construction sites have been identified as sources of community spread of COVID-19.

SWRCC recommends that the Agency adopt additional CEQA mitigation measures to mitigate public health risks from the Project’s construction activities. SWRCC requests that the Agency require safe on-site construction work practices as well as training and certification for any construction workers on any project site within the City.

In particular, based upon SWRCC’s experience with safe construction site work practices, SWRCC recommends that the Agency require that while construction activities are being conducted at the Project Site:

Construction Site Design:

- The Project Site will be limited to two controlled entry points.
- Entry points will have temperature screening technicians taking temperature readings when the entry point is open.
- The Temperature Screening Site Plan shows details regarding access to the Project Site and Project Site logistics for conducting temperature screening.
- A 48-hour advance notice will be provided to all trades prior to the first day of temperature screening.
- The perimeter fence directly adjacent to the entry points will be clearly marked indicating the appropriate 6-foot social distancing position for when you approach the screening area. Please reference the Apex temperature screening site map for additional details.
- There will be clear signage posted at the project site directing you through temperature screening.
- Provide hand washing stations throughout the construction site.

Testing Procedures:

- The temperature screening being used are non-contact devices.
- Temperature readings will not be recorded.
- Personnel will be screened upon entering the testing center and should only take 1-2 seconds per individual.

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- Hard hats, head coverings, sweat, dirt, sunscreen or any other cosmetics must be removed on the forehead before temperature screening.
- Anyone who refuses to submit to a temperature screening or does not answer the health screening questions will be refused access to the Project Site.
- Screening will be performed at both entrances from 5:30 am to 7:30 am.; main gate [ZONE 1] and personnel gate [ZONE 2]
- After 7:30 am only the main gate entrance [ZONE 1] will continue to be used for temperature testing for anybody gaining entry to the project site such as returning personnel, deliveries, and visitors.
- If the digital thermometer displays a temperature reading above 100.0 degrees Fahrenheit, a second reading will be taken to verify an accurate reading.
- If the second reading confirms an elevated temperature, DHS will instruct the individual that he/she will not be allowed to enter the Project Site. DHS will also instruct the individual to promptly notify his/her supervisor and his/her human resources (HR) representative and provide them with a copy of Annex A (attached hereto).

Planning:

- Require the development of an Infectious Disease Preparedness and Response Plan that will include basic infection prevention measures (requiring the use of personal protection equipment), policies and procedures for prompt identification and isolation of sick individuals, social distancing (prohibiting gatherings of no more than 10 people including all-hands meetings and all-hands lunches) communication and training and workplace controls that meet standards that may be promulgated by the Center for Disease Control, Occupational Safety and Health Administration, Cal/OSHA, California Department of Public Health or applicable local public health agencies.

The United Brotherhood of Carpenters and Carpenters International Training Fund has developed COVID-19 Training and Certification to ensure that Carpenter union members and apprentices conduct safe work practices. The Agency should require that all construction workers undergo COVID-19 Training and Certification before being



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allowed to conduct construction activities at the Project Site.

E. The EIR Must Describe All Feasible Mitigation Measures That Can Minimize the Project’s Significant and Unavoidable Environmental Impacts Relating to Greenhouse Gas Emissions and Air Quality

A fundamental purpose of an EIR is to identify ways in which a proposed project's significant environmental impacts can be mitigated or avoided. Pub. Res. Code §§ 21002.1(a), 21061. To implement this statutory purpose, an EIR must describe any feasible mitigation measures that can minimize the project's significant environmental effects. PRC §§ 21002.1(a), 21100(b)(3); CEQA Guidelines §§ 15121(a), 15126.4(a).

If the project has a significant effect on the environment, the agency may approve the project only upon finding that it has “eliminated or substantially lessened all significant effects on the environment where feasible”¹ and find that “specific overriding economic, legal, social, technology or other benefits of the project outweigh the significant effects on the environment.”² “A gloomy forecast of environmental degradation is of little or no value without pragmatic, concrete means to minimize the impacts and restore ecological equilibrium.” *Environmental Council of Sacramento v. City of Sacramento* (2006) 142 Cal.App.4th 1018, 1039.

CEQA mitigation measures proposed and adopted into an environmental impact report are also required to describe what actions that will be taken to reduce or avoid an environmental impact. (CEQA Guidelines § 15126.4(a)(1)(B) [providing “[f]ormulation of mitigation measures should not be deferred until some future time.”].) While the same Guidelines section 15126.5(a)(1)(B) acknowledges an exception to the rule against deferrals, but such exception is narrowly proscribed to situations where “measures may specify performance standards which would mitigate the significant effect of the project and which may be accomplished in more than one specified way.” (Id.) Courts have also recognized a similar exception to the general rule against deferral of mitigation measures where the performance criteria for each mitigation measure is identified and described in the EIR. (*Sacramento Old City Ass’n v. City Council* (1991) 229 Cal.App.3d 1011.)

¹ PRC §§ 21002; 21002.1, 21081; CEQA Guidelines §§ 15091, 15092(b)(2)(A).

² PRC §§ 21002; 21002.1, 21081; CEQA Guidelines §§ 15091, 15092(b)(2)(B).

Impermissible deferral can occur when an EIR calls for mitigation measures to be created based on future studies or describes mitigation measures in general terms but the agency fails to commit itself to specific performance standards. (*Preserve Wild Santee v. City of Santee* (2012) 210 Cal.App.4th 260, 281 [city improperly deferred mitigation to butterfly habitat by failing to provide standards or guidelines for its management]; *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645, 671 [EIR failed to provide and commit to specific criteria or standard of performance for mitigating impacts to biological habitats.]

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1. *The EIR Does Not Mitigate and Defers Mitigation of the Project’s Significant and Unavoidable Greenhouse Gas Emissions.*

The EIR concludes that the Project will have significant and unavoidable Greenhouse Gas (GHG) emissions impacts since the estimated total emissions from the Project’s construction and operation and from mobile sources will exceed annual per capita emissions of 2.00 MT CO₂e, a threshold developed pursuant to the Western Riverside Council of Governments (WRCOG) regional climate action plan. (DEIR, 5.7-26.)

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The Project proposes to follow a handful of mitigation strategies which will be developed in a future Sustainable Beaumont Plan, but otherwise fails to commit itself to any specific measures to reduce the Project’s significant and unavoidable impacts. This is not an acceptable practice under CEQA requirements. The City must commit itself to all feasible measures to reduce GHG emissions within the EIR for the new General Plan and should also not defer formulation of mitigation measures to a later date.

2. *The EIR Does Not Analyze and Defers Mitigation of the Project’s Potentially Significant Air Quality Impacts.*

The EIR proposes mitigation measure MM-AQ-1 to address possible future impacts relating to air quality in exceedance of air quality standards from criteria pollutants and from TACs by requiring air quality analyses at some time prior to discretionary approval of future projects under the updated proposed general plan. (DEIR, 5.3-23.) While Commenters are pleased to see that the City proposes to address air quality impacts relating to future development—it has completely failed to offer any analysis of projected future air pollutant emissions and propose specific mitigation measures that will apply to future projects to reduce these impacts.

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The City also fails to bind the City or any future applicant to specific performance

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standards for addressing air quality impacts by merely stating that project air quality analyses should be prepared in conformity with SCAQMD methodology. This language is far too broad and generic and the EIR needs to include not only an analysis of projected future air pollutants, but also propose specific feasible mitigation measures that can apply to future projects within the City. \

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F. The EIR’s Biological Resources and Utilities and Service Systems Analyses are Not Supported by Substantial Evidence

An EIR must propose and describe mitigation measures to minimize the significant environmental effects identified in the EIR. Cal. Pub. Res. Code §§ 21002.1(a), 21100(b)(3); CEQA Guidelines § 15126.4. CEQA Guidelines § 15126.4 requires that mitigation measures be identified *for each significant effect* described in the EIR.

The substantial evidence test applies to any conclusions or findings in the EIR’s analysis of a topic. *See, e.g., Residents Against Specific Plan 380 v. County of Riverside* (2017) 9 Cal. App 5th 941, 968. Substantial evidence is defined as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." CEQA Guidelines §15384(a); *Laurel Heights Improvement Ass'n v. Regents of Univ. of Cal.* (1988) 47 Cal. App. 3d 376, 393, 409; *Save Round Valley Alliance v. County of Inyo* (2007) 157 Cal. App. 4th 1437, 1446. Substantial evidence includes facts, reasonable assumptions predicated on facts, and expert opinion supported by facts, but does not include argument, speculation, or unsubstantiated opinion. Cal. Pub. Res. Code §§21080(e), 21082.2(c).

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In response to the DEIR, CDFW and the Beaumont-Cherry Valley Water District (“BCVWD”) submitted extensive comments which revealed that the EIR’s analyses for biological resources and utilities were not supported by substantial evidence. The BCVWD commented that the DEIR failed to adequately analyze or consider increased demands for water as a result of new development under the new General Plan. (FEIR, BCVWD Comment Letter, pp. 1, 6-7.)

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CDFW pointed out numerous deficiencies in the City’s analysis of biological resources impacts requiring new mitigation measures, including but not limited to the EIR’s basic lack of analysis and mitigation for direct, indirect, and cumulative impacts relating to biological resources (FEIR, CDFW Comment Letter, pp. 3-8.) The EIR also failed to discuss impacts to biological resources relating to wildfire hazards,

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impacts to lands managed by the BLM and RCA as well as national forest agencies, state parks, etc., and otherwise did not adequately discuss protection for impacts to species protected under the MSHCP areas within Beaumont. (*Id.*, 3-10.)

CDFW ultimately recommended the inclusion of a host of additional mitigation measures addressing the EIR’s lack of analysis and findings on these impacts. Most of these issues were not corrected or addressed in the FEIR and the City needs to address all of these items with additional analysis and mitigation in a revised and recirculated EIR.



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II. THE PROJECT VIOLATES THE STATE PLANNING AND ZONING LAW AS WELL AS THE CITY’S GENERAL PLAN

A. Background Regarding the State Planning and Zoning Law

Each California city and county must adopt a comprehensive, long-term general plan governing development. (*Napa Citizens for Honest Gov. v. Napa County Bd. of Supervisors* (2001) 91 Cal. App.4th 342, 352, citing Gov. Code §§ 65030, 65300.) The general plan sits at the top of the land use planning hierarchy (See *DeVita v. County of Napa* (1995) 9 Cal. App. 4th 763, 773), and serves as a “constitution” or “charter” for all future development. (*Leshar Communications, Inc. v. City of Walnut Creek* (1990) 52 Cal. App. 3d 531, 540.)

General plan consistency is “the linchpin of California’s land use and development laws; it is the principle which infused the concept of planned growth with the force of law.” (See *Debottari v. Norco City Council* (1985) 171 Cal. App. 3d 1204, 1213.)

State law mandates two levels of consistency. First, a general plan must be internally or “horizontally” consistent: its elements must “comprise an integrated, internally consistent and compatible statement of policies for the adopting agency.” (See Gov. Code § 65300.5; *Sierra Club v. Bd. of Supervisors* (1981) 126 Cal. App. 3d 698, 704.) A general plan amendment thus may not be internally inconsistent, nor may it cause the general plan as a whole to become internally inconsistent. (See *DeVita*, 9 Cal. App. 4th at 796 fn. 12.)

Second, state law requires “vertical” consistency, meaning that zoning ordinances and other land use decisions also must be consistent with the general plan. (See Gov. Code § 65860(a)(2) [land uses authorized by zoning ordinance must be “compatible with the objectives, policies, general land uses, and programs specified in the [general] plan.”]; see also *Neighborhood Action Group v. County of Calaveras* (1984) 156



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Cal. App. 3d 1176, 1184.) A zoning ordinance that conflicts with the general plan or impedes achievement of its policies is invalid and cannot be given effect. (See *Lesher*, 52 Cal. App. 3d at 544.)

State law requires that all subordinate land use decisions, including conditional use permits, be consistent with the general plan. (See Gov. Code § 65860(a)(2); *Neighborhood Action Group*, 156 Cal. App. 3d at 1184.)

A project cannot be found consistent with a general plan if it conflicts with a general plan policy that is “fundamental, mandatory, and clear,” regardless of whether it is consistent with other general plan policies. (See *Endangered Habitats League v. County of Orange* (2005) 131 Cal. App. 4th 777, 782-83; *Families Unafraid to Uphold Rural El Dorado County v. Bd. of Supervisors* (1998) 62 Cal. App. 4th 1332, 1341-42 [“FUTURE”].) Moreover, even in the absence of such a direct conflict, an ordinance or development project may not be approved if it interferes with or frustrates the general plan’s policies and objectives. (See *Napa Citizens*, 91 Cal. App. 4th at 378-79; see also *Lesher*, 52 Cal. App. 3d at 544 [zoning ordinance restricting development conflicted with growth-oriented policies of general plan].)

B. The Project is Inconsistent with the Riverside County Multiple Species Habitat Conservation Plan

As noted in additional detail within CDFW’s comments, the City is located within the Riverside County Multiple Species Habitat Conservation Plan area (“MSHCP”) which is a regional land use plan establishing a multiple species conservation program to minimize and mitigate habitat loss and provides for the incidental take of covered species in association with activities covered under the permit. The City must comply with the MSHCP and address any inconsistencies between its land use plans, projects, and the MSHCP.³ According to CDFW, the City has not even taken the rudimentary step of identifying potential inconsistencies with this plan and addressing those inconsistencies, hence all of the additional proposed mitigation and analysis that CDFW suggested in its comments to the DEIR. Most of these concerns were not addressed or corrected in the FEIR.

For all of the reasons outlined by CDFW—the City’s updated General Plan and revised zoning ordinance and zoning map has not demonstrated consistency with the

³ Riverside Multiple Species Habitat Conservation Plan, available at <https://www.wrc-rca.org/about-rca/multiple-species-habitat-conservation-plan/>.



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MSHCP. The FEIR simply does not address all of CDFW’s concerns and the EIR needs to be further amended and recirculated as a result.

C. The Project is Inconsistent with SCAG’s 2016 RTP/SCS Plan and Fails to Evaluate the Project’s Consistency with Connect SoCal

First, while the EIR conducts a consistency analysis between the Project and SCAG’s 2016 RTP/SCS Plan, it fails to consider *many* of that plan’s other goals and policies, specifically those addressing the reduction of greenhouse gas emissions. The Southern California Association of Government’s (“SCAG”) 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (“2016 RTP/SCS”) and the California Air Resources Board (“CARB”) 2017 Climate Change Scoping Plan (“2017 Scoping Plan”) outline numerous measures for reducing Project GHG emissions which the EIR fails to consider.⁴

In September 2008, SB 375 (Gov. Code § 65080(b) et seq.) was instituted to help achieve AB 32 goals through strategies including requiring regional agencies to prepare a Sustainable Communities Strategy (“SCS”) to be incorporated into their Regional Transportation Plan (“RTP”). The RTP links land use planning with the regional transportation system so that the region can grow smartly and sustainably, while also demonstrating how the region will meet targets set by CARB that reduce the per capita GHG emission from passenger vehicles in the region.

In April 2012, SCAG adopted its 2012-2035 RTP/ SCS (“2012 RTP/SCS”), which proposed specific land use policies and transportation strategies for local governments to implement that will help the region achieve GHG emission reductions of 9 percent per capita in 2020 and 16 percent per capita in 2035. In April 2016, SCAG adopted the 2016-2040 RTP/SCS (“2016 RTP/SCS”)⁵, which incorporates and builds upon the policies and strategies in the 2012 RTP/SCS⁶, that will help the region achieve GHG emission reductions that would reduce the region’s per capita transportation emissions by eight percent by 2020 and 18 percent by 2035.⁷

For both the 2012 and 2016 RTP/SCS, SCAG prepared Program Environmental Impact Reports (“PEIR”) that include Mitigation Monitoring and Reporting Programs

⁶ SCAG (Apr. 2016) 2016 RTP/SCS, p. 69, 75-115, <http://scagrtpscs.net/Documents/2016/final/f2016RTPSCS.pdf> (attached as Exhibit B).

⁷ *Id.*, p. 8, 15, 153, 166.

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(“MMRP”) that list project-level environmental mitigation measures that directly and/or indirectly relate to a project’s GHG impacts and contribution to the region’s GHG emissions.⁸ These environmental mitigation measures serve to help local municipalities when identifying mitigation to reduce impacts on a project-specific basis that can and should be implemented when they identify and mitigate project-specific environmental impacts.⁹

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The sections below outline applicable land use policies, transportation strategies, and project-level GHG measures identified in the 2012 and 2016 RTP/SCS and PEIRs which the EIR should consider (note that this is not an exhaustive list):

Land Use and Transportation

- Providing transit fare discounts¹⁰;
- Implementing transit integration strategies¹¹; and
- Anticipating shared mobility platforms, car-to-car communications, and automated vehicle technologies.¹²

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GHG Emissions Goals¹³

- Reduction in emissions resulting from a project through implementation of project features, project design, or other measures, such as those described in Appendix F of the State CEQA Guidelines,¹⁴ such as:
 - o Potential measures to reduce wasteful, inefficient and unnecessary consumption of energy during construction, operation, maintenance and/or

⁸ *Id.*, p. 116-124; see also SCAG 2012 RTP/SCS, *supra* fn. 38, p. 77-86.

⁹ SCAG 2012 RTP/SCS, *supra* fn. 38, p. 77; see also SCAG 2016 RTP/SCS, *supra* fn. 41, p. 115.

¹⁰ SCAG 2012 RTP/SCS, *supra* fn. 38, Tbls. 4.3 – 4.7; see also SCAG 2016 RTP/SCS, *supra* fn. 41, p. 75-114.

¹¹ *Id.*

¹² *Id.*

¹³ SCAG 2012 RTP/SCS (Mar. 2012) Final PEIR MMRP, p. 6-2—6-14 (including mitigation measures (“MM”) AQ3, BIO/OS3, CUL2, GEO3, GHG15, HM3, LU14, NO1, POP4, PS12, TR23, W9 [stating “[l]ocal agencies can and should comply with the requirements of CEQA to mitigate impacts to [the environmental] as applicable and feasible ... [and] may refer to Appendix G of this PEIR for examples of potential mitigation to consider when appropriate in reducing environmental impacts of future projects.” (Emphasis added)]), <http://rtpscs.scag.ca.gov/Documents/peir/2012/final/Final2012PEIR.pdf>; see also *id.*, Final PEIR Appendix G (including MMs AQ1-23, GHG1-8, PS1-104, TR1-83, W1-62), http://rtpscs.scag.ca.gov/Documents/peir/2012/final/2012fPEIR_AppendixG_ExampleMeasures.pdf; SCAG 2016 RTP/SCS (Mar. 2016) Final PEIR MMRP, p. 11–63 (including MMs AIR-2(b), AIR-4(b), EN-2(b), GHG-3(b), HYD-1(b), HYD-2(b), HYD-8(b), TRA-1(b), TRA-2(b), USS-4(b), USS-6(b)), http://scagrtpscs.net/Documents/2016/peir/final/2016fPEIR_ExhibitB_MMRP.pdf.

¹⁴ CEQA Guidelines, Appendix F-Energy Conservation, http://resources.ca.gov/ceqa/guidelines/Appendix_F.html.

- removal. The discussion should explain why certain measures were incorporated in the project and why other measures were dismissed.
- o The potential siting, orientation, and design to minimize energy consumption, including transportation energy.
 - o The potential for reducing peak energy demand.
 - o Alternate fuels (particularly renewable ones) or energy systems.
 - o Energy conservation which could result from recycling efforts.
 - Off-site measures to mitigate a project’s emissions.
 - Measures that consider incorporation of Best Available Control Technology (BACT) during design, construction and operation of projects to minimize GHG emissions, including but not limited to:
 - o Use energy and fuel-efficient vehicles and equipment;
 - o Deployment of zero- and/or near zero emission technologies;
 - o Use cement blended with the maximum feasible amount of flash or other materials that reduce GHG emissions from cement production;
 - o Incorporate design measures to reduce GHG emissions from solid waste management through encouraging solid waste recycling and reuse;
 - o Incorporate design measures to reduce energy consumption and increase use of renewable energy;
 - o Incorporate design measures to reduce water consumption;
 - o Use lighter-colored pavement where feasible;
 - o Recycle construction debris to maximum extent feasible;
 - Adopting employer trip reduction measures to reduce employee trips such as vanpool and carpool programs, providing end-of-trip facilities, and telecommuting programs.
 - Designate a percentage of parking spaces for ride-sharing vehicles or high-occupancy vehicles, and provide adequate passenger loading and unloading for those vehicles;
 - Land use siting and design measures that reduce GHG emissions, including:



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- o Measures that increase vehicle efficiency, encourage use of zero and low emissions vehicles, or reduce the carbon content of fuels, including constructing or encouraging construction of electric vehicle charging stations or neighborhood electric vehicle networks, or charging for electric bicycles; and
- o Measures to reduce GHG emissions from solid waste management through encouraging solid waste recycling and reuse.

Hydrology & Water Quality Goals

- Incorporate measures consistent in a manner that conforms to the standards set by regulatory agencies responsible for regulating water quality/supply requirements, such as:
 - o Reduce exterior consumptive uses of water in public areas, and should promote reductions in private homes and businesses, by shifting to drought-tolerant native landscape plantings(xeriscaping), using weather-based irrigation systems, educating other public agencies about water use, and installing related water pricing incentives.
 - o Promote the availability of drought-resistant landscaping options and provide information on where these can be purchased. Use of reclaimed water especially in median landscaping and hillside landscaping can and should be implemented where feasible.
 - o Implement water conservation best practices such as low-flow toilets, water-efficient clothes washers, water system audits, and leak detection and repair.
 - o Ensure that projects requiring continual dewatering facilities implement monitoring systems and long-term administrative procedures to ensure proper water management that prevents degrading of surface water and minimizes, to the greatest extent possible, adverse impacts on groundwater for the life of the project. Comply with appropriate building codes and standard practices including the Uniform Building Code.
 - o Maximize, where practical and feasible, permeable surface area in existing urbanized areas to protect water quality, reduce flooding, allow for groundwater recharge, and preserve wildlife habitat. Minimized new impervious surfaces to the greatest extent possible, including the use of in-lieu fees and off-site mitigation.



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- o Avoid designs that require continual dewatering where feasible.
- o Where feasible, do not site transportation facilities in groundwater recharge areas, to prevent conversion of those areas to impervious surface.
- Incorporate measures consistent in a manner that conforms to the standards set by regulatory agencies responsible for regulating and enforcing water quality and waste discharge requirements, such as:
 - o Complete, and have approved, a Stormwater Pollution Prevention Plan (“SWPPP”) before initiation of construction.
 - o Implement Best Management Practices to reduce the peak stormwater runoff from the project site to the maximum extent practicable.
 - o Comply with the Caltrans stormwater discharge permit as applicable; and identify and implement Best Management Practices to manage site erosion, wash water runoff, and spill control.
 - o Complete, and have approved, a Standard Urban Stormwater Management Plan, prior to occupancy of residential or commercial structures.
 - o Ensure adequate capacity of the surrounding stormwater system to support stormwater runoff from new or rehabilitated structures or buildings.
 - o Prior to construction within an area subject to Section 404 of the Clean Water Act, obtain all required permit approvals and certifications for construction within the vicinity of a watercourse (e.g., Army Corps § 404 permit, Regional Waterboard § 401 permit, Fish & Wildlife § 401 permit).
 - o Where feasible, restore or expand riparian areas such that there is no net loss of impervious surface as a result of the project.
 - o Install structural water quality control features, such as drainage channels, detention basins, oil and grease traps, filter systems, and vegetated buffers to prevent pollution of adjacent water resources by polluted runoff where required by applicable urban stormwater runoff discharge permits, on new facilities.
 - o Provide structural stormwater runoff treatment consistent with the applicable urban stormwater runoff permit where Caltrans is the operator, the statewide permit applies.



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- o Provide operational best management practices for street cleaning, litter control, and catch basin cleaning are implemented to prevent water quality degradation in compliance with applicable stormwater runoff discharge permits; and ensure treatment controls are in place as early as possible, such as during the acquisition process for rights-of-way, not just later during the facilities design and construction phase.
- o Comply with applicable municipal separate storm sewer system discharge permits as well as Caltrans' stormwater discharge permit including long-term sediment control and drainage of roadway runoff.
- o Incorporate as appropriate treatment and control features such as detention basins, infiltration strips, and porous paving, other features to control surface runoff and facilitate groundwater recharge into the design of new transportation projects early on in the process to ensure that adequate acreage and elevation contours are provided during the right-of-way acquisition process.
- o Design projects to maintain volume of runoff, where any downstream receiving water body has not been designed and maintained to accommodate the increase in flow velocity, rate, and volume without impacting the water's beneficial uses. Pre-project flow velocities, rates, volumes must not be exceeded. This applies not only to increases in stormwater runoff from the project site, but also to hydrologic changes induced by flood plain encroachment. Projects should not cause or contribute to conditions that degrade the physical integrity or ecological function of any downstream receiving waters.
- o Provide culverts and facilities that do not increase the flow velocity, rate, or volume and/or acquiring sufficient storm drain easements that accommodate an appropriately vegetated earthen drainage channel.
- o Upgrade stormwater drainage facilities to accommodate any increased runoff volumes. These upgrades may include the construction of detention basins or structures that will delay peak flows and reduce flow velocities, including expansion and restoration of wetlands and riparian buffer areas. System designs shall be completed to eliminate increases in peak flow rates from current levels.

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- o Encourage Low Impact Development (“LID”) and incorporation of natural spaces that reduce, treat, infiltrate and manage stormwater runoff flows in all new developments, where practical and feasible.
- Incorporate measures consistent with the provisions of the Groundwater Management Act and implementing regulations, such as:
 - o For projects requiring continual dewatering facilities, implement monitoring systems and long-term administrative procedures to ensure proper water management that prevents degrading of surface water and minimizes, to the greatest extent possible, adverse impacts on groundwater for the life of the project, Construction designs shall comply with appropriate building codes and standard practices including the Uniform Building Code.
 - o Maximize, where practical and feasible, permeable surface area in existing urbanized areas to protect water quality, reduce flooding, allow for groundwater recharge, and preserve wildlife habitat. Minimize to the greatest extent possible, new impervious surfaces, including the use of in-lieu fees and off-site mitigation.
 - o Avoid designs that require continual dewatering where feasible.
 - o Avoid construction and siting on groundwater recharge areas, to prevent conversion of those areas to impervious surface.
 - o Reduce hardscape to the extent feasible to facilitate groundwater recharge as appropriate.
- Incorporate mitigation measures to ensure compliance with all federal, state, and local floodplain regulations, consistent with the provisions of the National Flood Insurance Program, such as:
 - o Comply with Executive Order 11988 on Floodplain Management, which requires avoidance of incompatible floodplain development, restoration and preservation of the natural and beneficial floodplain values, and maintenance of consistency with the standards and criteria of the National Flood Insurance Program.
 - o Ensure that all roadbeds for new highway and rail facilities be elevated at least one foot above the 100-year base flood elevation. Since alluvial fan flooding is not often identified on FEMA flood maps, the risk of alluvial fan flooding



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should be evaluated and projects should be sited to avoid alluvial fan flooding. Delineation of floodplains and alluvial fan boundaries should attempt to account for future hydrologic changes caused by global climate change.

Transportation, Traffic, and Safety

- Institute teleconferencing, telecommute and/or flexible work hour programs to reduce unnecessary employee transportation.
- Create a ride-sharing program by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading for ride sharing vehicles, and providing a web site or message board for coordinating rides.
- Provide a vanpool for employees.
- Provide a Transportation Demand Management (TDM) plan containing strategies to reduce on-site parking demand and single occupancy vehicle travel. The TDM shall include strategies to increase bicycle, pedestrian, transit, and carpools/vanpool use, including:
 - o Inclusion of additional bicycle parking, shower, and locker facilities that exceed the requirement.
 - o Direct transit sales or subsidized transit passes.
 - o Guaranteed ride home program.
 - o Pre-tax commuter benefits (checks).
 - o On-site car-sharing program (such as City Car Share, Zip Car, etc.).
 - o On-site carpooling program.
 - o Distribution of information concerning alternative transportation options.
 - o Parking spaces sold/leased separately.
 - o Parking management strategies; including attendant/valet parking and shared parking spaces.
- Promote ride sharing programs e.g., by designating a certain percentage of parking spaces for high-occupancy vehicles, providing larger parking spaces to accommodate vans used for ride-sharing, and designating adequate passenger

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loading and unloading and waiting areas.

- Encourage the use of public transit systems by enhancing safety and cleanliness on vehicles and in and around stations, providing shuttle service to public transit, offering public transit incentives and providing public education and publicity about public transportation services.
- Build or fund a major transit stop within or near transit development upon consultation with applicable CTCs.
- Work with the school districts to improve pedestrian and bike access to schools and to restore or expand school bus service using lower-emitting vehicles.
- Purchase, or create incentives for purchasing, low or zero-emission vehicles.
- Provide the necessary facilities and infrastructure to encourage the use of low or zero-emission vehicles.
- Promote ride sharing programs, if determined feasible and applicable by the Lead Agency, including:
 - Designate a certain percentage of parking spaces for ride-sharing vehicles.
 - Designate adequate passenger loading, unloading, and waiting areas for ride-sharing vehicles.
 - Provide a web site or message board for coordinating shared rides.
 - Encourage private, for-profit community car-sharing, including parking spaces for car share vehicles at convenient locations accessible by public transit.
 - Hire or designate a rideshare coordinator to develop and implement ridesharing programs.
- Support voluntary, employer-based trip reduction programs, if determined feasible and applicable by the Lead Agency, including:
 - Provide assistance to regional and local ridesharing organizations.
 - Advocate for legislation to maintain and expand incentives for employer ridesharing programs.
 - Require the development of Transportation Management Associations for large employers and commercial/ industrial complexes.

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- o Provide public recognition of effective programs through awards, top ten lists, and other mechanisms.
- Implement a “guaranteed ride home” program for those who commute by public transit, ridesharing, or other modes of transportation, and encourage employers to subscribe to or support the program.
- Encourage and utilize shuttles to serve neighborhoods, employment centers and major destinations.
- Create a free or low-cost local area shuttle system that includes a fixed route to popular tourist destinations or shopping and business centers.
- Work with existing shuttle service providers to coordinate their services.
- Facilitate employment opportunities that minimize the need for private vehicle trips, such as encourage telecommuting options with new and existing employers, through project review and incentives, as appropriate.
- Organize events and workshops to promote GHG-reducing activities.
- Implement a Parking Management Program to discourage private vehicle use, including:
 - o Encouraging carpools and vanpools with preferential parking and a reduced parking fee.
 - o Institute a parking cash-out program or establish a parking fee for all single-occupant vehicles.

Utilities & Service Systems

- Integrate green building measures consistent with CALGreen (Title 24, part 11), U.S. Green Building Council’s Leadership in Energy and Environmental Design, energy Star Homes, Green Point Rated Homes, and the California Green Builder Program into project design including, but not limited to the following:
 - o Reuse and minimization of construction and demolition (C&D) debris and diversion of C&D waste from landfills to recycling facilities.
 - o Inclusion of a waste management plan that promotes maximum C&D diversion.

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- o Development of indoor recycling program and space.
- o Discourage exporting of locally generated waste outside of the SCAG region during the construction and implementation of a project. Encourage disposal within the county where the waste originates as much as possible. Promote green technologies for long-distance transport of waste (e.g., clean engines and clean locomotives or electric rail for waste-by-rail disposal systems) and consistency with SCAQMD and 2016 RTP/SCS policies can and should be required.
- o Develop ordinances that promote waste prevention and recycling activities such as: requiring waste prevention and recycling efforts at all large events and venues; implementing recycled content procurement programs; and developing opportunities to divert food waste away from landfills and toward food banks and composting facilities.
- o Develop alternative waste management strategies such as composting, recycling, and conversion technologies.
- o Develop and site composting, recycling, and conversion technology facilities that have minimum environmental and health impacts.
- o Require the reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard).
- o Integrate reuse and recycling into residential industrial, institutional and commercial projects.
- o Provide recycling opportunities for residents, the public, and tenant businesses.
- o Provide education and publicity about reducing waste and available recycling services.
- o Implement or expand city or county-wide recycling and composting programs for residents and businesses. This could include extending the types of recycling services offered (e.g., to include food and green waste recycling) and providing public education and publicity about recycling services.

As the above tables indicate, the EIR fails to mention or demonstrate consistency with all the above listed measures and strategies of the SCAG RTP/SCS Plan. Thus, the EIR fails to demonstrate the Project is actually consistent with the 2016 RTP/SCS



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Plan.

Second, SCAG has adopted a new RTP/SCS Plan, “Connect SoCal,” which was approved by SCAG on September 3, 2020—before the City released the DEIR for this Project.¹⁵ The Final PEIR for the Plan was certified on May 7, 2020, also well before the DEIR was released for the Project. The EIR’s consistency analysis does not include *any analysis* of consistency with Connect SoCal other than a general statement of consistency with that plan’s greenhouse gas emissions reduction goals in the greenhouse gas emissions analysis. An amended and recirculated DEIR needs to include a consistency analysis with SCAG’s current plan, not an outdated one.

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III. CONCLUSION

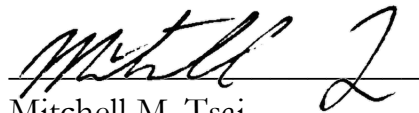
Commenters request that the City revise and recirculate the Project’s environmental impact report to address the aforementioned concerns. If the City has any questions or concerns, feel free to contact my Office.

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A-23

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Sincerely,



Mitchell M. Tsai

Attorneys for Southwest Regional Council of Carpenters

¹⁵ SCAG 2020 RTP/SCS Plan, “Connect SoCal”, available at <https://www.connectsocial.org/Pages/Connect-SoCal-Final-Plan.aspx>

Responses to Late Comment Letter A – Southwest Regional Council of Carpenters

Response to Comment A-1:

That the Southwest Regional Council of Carpenters is commenting on the Draft PEIR is noted. No environmental issues are raised in this comment.

Response to Comment A-2:

That members of the Southwest Carpenters labor union live, work, and recreate in the City of Santee and surrounding communities, is noted. The Commenter provides no evidence to support the assertion that the individual members of the Southwest Carpenters that live in and around Santee, approximately 110 miles south of the Beaumont General Plan Planning Area will be directly affect by Project impacts.

Response to Comment A-3:

The request that the Applicant, which in this case is the City of Beaumont, provide additional community benefits such as requiring local hire and paying prevailing wages is not an environmental issue. The proposed Project is the adoption of the updated General Plan, revised Zoning Map and revised Zoning Ordinance. The General Plan does not propose any development projects and it is outside of the City's legal authority to dictate the how project applicants conduct their business.

The Beaumont 2040 Plan includes an Economic Development and Fiscal Element, that contains the following goals, policies, and implementation measures regarding workforce opportunities for Beaumont residents.

Goal 5.1: A dynamic local economy that attracts diverse business and investment.

Policy 5.1.1 Support economic growth that provides quality employment opportunities to balance Beaumont's jobs with its housing supply.

Policy 5.1.2 Recruit and retain emerging growth industries (industries with significant employment and performance potential) that provide revenues to the City and jobs to the community, including health care, education, and professional services.

Goal 5.2: A growing economy that provides high-quality educational and expanded workforce opportunities for all residents.

Policy 5.2.1 Align economic development efforts with the labor pool to increase the number of jobs filled by Beaumont residents. This policy relies on having a diversity of high-quality job types for residents of different ages, education levels and skill sets to generate a more consistent and sustainable economy.

Policy 5.2.2 Institute job training, education, and workforce development programs to prepare Beaumont residents for high-quality jobs.

Policy 5.2.6 Participate in and support regional workforce partnerships and retraining programs.

Implementation EDF17 Establish a City local vendor preference policy and periodically review new approaches to encourage purchasing from local vendors.

Regarding the payment of prevailing wages, any City-initiated capital project will pay prevailing wages as required by law.

Response to Comment A-4:

Exhaustion of administrative remedies is a jurisdictional prerequisite to maintenance of a CEQA action. Only a proper party may petition for a writ of mandate to challenge the sufficiency of an EIR or the validity of an act or omission under CEQA. The petitioner is required to have "objected to the approval of the project orally or in writing during the public comment period provided by this division or prior to the close of the public hearing on the project before the issuance of the notice of determination." (§ 21177, subd. (b).) The petitioner may allege as a ground of noncompliance any objection that was presented by any person or entity during the administrative proceedings. (*Resource Defense Fund v. Local Agency Formation Com.* (1987) 191 Cal.App.3d 886, 894, 236 Cal.Rptr. 794.) Failure to participate in the public comment period for a draft EIR does not cause the petitioner to waive any claims relating to the sufficiency of the environmental documentation. (*Galante Vineyards v. Monterey Peninsula Water Management Dist.* (1997) 60 Cal.App.4th 1109, 1120-1121, 71 Cal.Rptr.2d 1.) However, the lead agency is not required to incorporate in the final EIR specific written responses to comments received after close of the public review period. (*City of Poway v. City of San Diego* (1984) 155 Cal.App.3d 1037, 1043-1044, 202 Cal.Rptr. 366.) Accordingly, commenter is required to submit comments to the Project before the public comment period has closed.

Response to Comment A-5:

This comment, which does not raise an environmental issue, is noted. No further response is required.

Response to Comment A-6:

In reviewing an agency's compliance with CEQA in the course of its legislative or quasi-legislative actions, the courts' inquiry "shall extend only to whether there was a prejudicial abuse of discretion." (Pub. Resources Code, § 21168.5.) Such an abuse is established only "if the agency has not proceeded in a manner required by law or if the determination or decision is not supported by substantial evidence." (*Ibid.*; see *Western States Petroleum Assn. v. Superior Court*, *supra*, 9 Cal.4th at p. 568, 38 Cal.Rptr.2d 139, 888 P.2d 1268; *Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 392-393, 253 Cal.Rptr. 426, 764 P.2d 278 (*Laurel Heights I*)). As the California Supreme Court stated in *Laurel Heights*: "A court may not set aside an agency's approval of an EIR on the ground that an opposite conclusion would have been equally or more reasonable. [Citation.] A court's task is not to weigh conflicting evidence and determine who has the better argument when the dispute is whether adverse effects have been mitigated or could be better mitigated. [Courts] have neither the resources nor scientific expertise to engage in such analysis, even if the statutorily prescribed standard of review permitted us to do so. [A court's] limited function is consistent with the principle that "[t]he purpose of CEQA is not to generate paper, but to compel government at all levels to make decisions with environmental consequences in mind. CEQA does not, indeed cannot, guarantee that these decisions will always be those which favor environmental considerations." [Citation.]" (*Laurel Heights Improvement Assn. v. Regents of University of California*, *supra*, 47 Cal.3d at p. 393.)

Response to Comment A-7:

Under CEQA Guidelines § 15126.2, "In assessing the impact of a proposed project on the environment, the lead agency should normally limit its examination to changes in the existing physical conditions in the affected area as they exist at the time the notice of preparation is published." (*Cadiz Land Co. v. Rail Cycle* (2001) 99 Cal.Rptr.2d 378, 395.) Accordingly, recirculation is unnecessary here.

Response to Comment A-8:

This comment, which makes general assertions regarding the Draft PEIR is noted. Specific responses to comments regarding environmental issues are provided in the following paragraphs.

Response to Comment A-9:

The assertion that the Draft PEIR requires recirculation due to the addition of significant new information is not supported by substantial evidence. CEQA Guidelines § 15088.5 sets forth the circumstances under which recirculation of a Draft EIR is required prior to certification as follows:

- (a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation include, for example, a disclosure showing that:
 - (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
 - (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
 - (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.
 - (4) The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded. (*Mountain Lion Coalition v. Fish and Game Com.* (1989) 214 Cal.App.3d 1043)
- (b) Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR.

The Errata contained in Section 3 of the Final PEIR makes the following clarifications, amplifications and insignificant modifications to the Draft PEIR:

1. Revises mitigation measure **MM BIO -2** and adds new mitigation measure **MM BIO-4** in Section 1 – Executive Summary and Section 5.4 – Biological Resources in response to comments from the California Department of Fish and Wildlife (CDFW). (Refer to

Responses to Comment Letter 7 in the Final PEIR.) Revised mitigation measure **MM BIO-2** is not considerably different from **MM BIO-2** in the Draft PEIR. New mitigation measure **MM BIO-4** clarifies that the City will evaluate proposed road and trail projects within the MSHCP Criteria Area to ensure compliance with the MSHCP and Implementing Agreement. As a co-permittee the City is already required to comply with the MSHCP, nonetheless, the City is adding this mitigation measure in response to CDFW's request. Because the proposed revision to **MM BIO-2** and the addition of **MM BIO-4** will not result in a new significant environmental impact, recirculation of the Draft PEIR is not required.

2. Added mountain lion, and MSHCP covered species to **Table 5.4-B – Special Status Wildlife Species Known to Occur with Regional Vicinity of the Planning Area** as requested by CDFW. The addition of this species to **Table 5.4-B** does not constitute significant new information and will not result in a new significant environmental impact; therefore, recirculation of the Draft PEIR is not required.
3. The addition of new General Plan Policy 8.10.5 to the Project is an insignificant project change requested by a trustee agency to provide additional protection to special status species or other wildlife of low or limited mobility. (Final PEIR, pp. FEIR 3-10–FEIR 3-11.) Retaining a CDFW-qualified biologist to move special status species or other wildlife of low or limited mobility out of harm's way to avoid injury or death to said species will not result in a new significant environmental impact. Therefore, recirculation of the Draft PEIR is not required.
4. The minor revision to General Plan Policy 9.6.8 to state that fuel modification areas shall be located within a project site and clearly delineated on grading plans, is in response to a request from CDFW to clarify that conservation areas are not to be used as fuel modification buffers for subsequent development. Implementation of revised Policy 9.6.8 will not result in a new significant environmental impact; therefore, recirculation of the Draft PEIR is not required.
5. The deletion of the reference to state standard for noise levels from the discussion regarding the City's Municipal Code in Section 5.12 – Noise is an insignificant modification to the Draft PEIR. Thus, recirculation of the Draft PEIR is not required.
6. An insignificant modification is made to correct a typographical error in Section 5.12 – Noise.
7. The addition of text to Section 5.12 – Noise to amplify and clarify permanent noise impacts, that were determined in the Draft PEIR to be significant and unavoidable does not constitute significant new information or identify a new significant environmental impact. Therefore, recirculation is not required.

As indicated in the above discussion, none of the changes to the Draft PEIR documented in Final EIR Section 3 – Errata, provide significant new information as defined CEQA Guidelines § 15088.5. Therefore, recirculation of the Draft PEIR is not required.

Further, CDFW did not comment that the Draft PEIR was woefully inadequate or lacked analysis as alleged by the Commenter. Refer to Response to Comment A-17, below.

The Draft PEIR did not fail to consider feasible mitigation measures for greenhouse gas (GHG) emissions. The Draft PEIR includes mitigation measure **MM GHG 1**, which states:

MM GHG 1: In order to address effects of GHG emissions from future development, the City of Beaumont shall evaluate the feasibility of the potential GHG reduction strategies in **Table 5.7-F** and update the Sustainable Beaumont Plan or similar document every five years to ensure the City is monitoring the plan’s progress toward achieving the City’s greenhouse gas (GHG) reduction targets and to require amendment if the plan is not achieving the specified level. The updates shall identify targets for years 2030, 2040, and 2050 and subsequent applicable statewide legislative targets that may be in effect at the time of the update.

Regarding the adequacy of mitigation measure **MM GHG 1**, refer to Response to Comment A-13 and Response to Comment A-20.

Response to Comment A-10:

The Commenter’s assertion that the Project Description is deficient in any way is incorrect. The Project Description (Section 3) in the Draft PEIR is thorough, complete, stable, and finite. CEQA Guidelines § 15124 sets forth the required contents of an EIR Project Description. The following table presents the requirement of the CEQA Guidelines and the location in the Draft PEIR in which this information is provided.

CEQA Guidelines §15124	Location in Draft PEIR
<p><i>The description of the project shall contain the following information but should not supply extensive detail beyond that needed for evaluation and review of the environmental impact.</i></p> <p>(a) <i>The precise location and boundaries of the proposed project shall be shown on a detailed map, preferably topographic. The location of the project shall also appear on a regional map.</i></p>	<p>Figure 1-1– Regional Map Figure 1-2 – Vicinity Map Figure 3-1– Regional Map Figure 3-2 – Vicinity Map Figure 3-3 – Beaumont Subareas Figure 3-4 – Land Use Plan</p>
<p>(b) <i>A statement of the objectives sought by the proposed project. A clearly written statement of objectives will help the lead agency develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers in preparing findings or a statement of overriding considerations, if necessary. The statement of objectives should include the underlying purpose of the project and may discuss the project benefits.</i></p>	<p>Section 1.3 (pp. 1-8 – 1-10) Section 3.4 (pp. 3-69 – 3-70)</p>
<p>(c) <i>A general description of the project’s technical, economic, and environmental characteristics, considering the principal engineering proposals if any and supporting public service facilities</i></p>	<p>Section 3.3 (pp. 3.8 – 3-69) describes the Project components. Section 3.1 (pp. 3-7) describes the Project’s local and regional</p>

CEQA Guidelines §15124	Location in Draft PEIR
	setting. Detailed environmental setting discussions are included the environmental impact discussion in Section 5.1 through 5.20 (pp. 5.1-1 – 5.20-23.) Public Service facilities are discussed in Sections 5.3, 5.14, 5.15, 5.16, and 5.18.
<p>(d) <i>A statement briefly describing the intended uses of the EIR.</i></p> <p>(1) <i>This statement shall include, to the extent that the information is known to the Lead Agency</i></p> <p>(A) <i>A list of the agencies that are expected to use the EIR in their decision making, and</i></p> <p>(B) <i>A list of permits and other approvals required to implement the project.</i></p> <p>(C) <i>A list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies. To the fullest extent possible, the lead agency should integrate CEQA review with these related environmental review and consultation requirements.</i></p> <p>(2) <i>If a public agency must make more than one decision on a project, all its decisions subject to CEQA should be listed, preferably in the order in which they will occur. On request, the Office of Planning and Research will provide assistance in identifying state permits for a project</i></p>	Section 3.5 (pp. 3-71 – 3-72.)

As shown in the above table, the Draft PEIR contains all of the information required by State CEQA Guidelines § 15124. Therefore, the Project Description is not deficient as asserted, no modifications are required, and recirculation is not warranted. Refer to Responses to Comment A-9 for a discussion of the circumstances that require recirculation of a Draft EIR prior to certification.

Response to Comment A-11:

The PEIR has evaluated the physical effects of the Beaumont 2040 Plan, which is limited to recitation of policies, requirements, and siting criteria, and designation of general areas in which future construction may occur. No specific development has been proposed. COVID19-related on-site construction work practices that relate to future development are not a CEQA issue.

Response to Comment A-12:

The comment is general in nature and does not contain a specific comment on the PEIR. However, CEQA only requires “consideration of the potential environmental effects of the project actually approved by the public agency, not some hypothetical project.” (*McQueen v. Board of Directors* (1988) 202 Cal.App.3d 1136, 1146.) " '[W]here future development is unspecified and uncertain, no purpose can

be served by requiring an EIR to engage in sheer speculation as to future environmental consequences.' [Citation.]" (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 738.) Here, the scope of the Project, as appropriately described in the FEIR, is limited to recitation of policies, requirements, and siting criteria, and designation of general areas in which future facilities may permissibly be located. No specific development has been proposed. Where, as here, an EIR cannot provide meaningful information about a speculative future project, deferral of an environmental assessment does not violate CEQA. (*Towards Responsibility in Planning v. City Council* (1988), 200 Cal.App.3d 671, 681.) Certification of the FEIR would not constitute approval a project which envisions future action without future environmental review. (Cf. *Leonoff v. Monterey County Bd. of Supervisors* (1990) 222 Cal.App.3d 1337, 1347.)

Response to Comment A-13:

Pursuant to the CEQA Guidelines Section 15126.4(a)(1)(B), mitigation measures may specify performance standards for mitigating a significant impact when it is impractical or infeasible to specify the specific details of mitigation during the EIR review process, provided the lead agency commits to implement the mitigation, adopts the specified performance standard, and identifies the types of actions that may achieve compliance with the performance standard. In this case, the Sustainable Beaumont Plan (or similar document) is a separate policy document. Mitigation measure **MM GHG 1** identifies a performance standard and actions for addressing consistency with the state's GHG reduction goals. **MM GHG 1** includes monitoring requirements and plan amendment if the specified goals are not being achieved. As such, **MM GHG 1** is not improper deferral.

Response to Comment A-14:

The analysis in Section 5.3 – Air Quality, of the Draft PEIR is consistent with the South Coast Air Quality Management District (SCAQMD) CEQA Guidelines for program-level evaluation. The Draft PEIR quantifies the increase in criteria air pollutants emissions within the City. However, at a programmatic level, it is not feasible to quantify the potential reductions. As stated on page 5.3-24 of the PEIR:

The significance of impacts to air quality resulting from specific future development projects will be evaluated on a project-by-project basis (**MM AQ 1**) and Beaumont 2040 Plan policies as well as City standards and practices will be applied, individually or jointly, as necessary and appropriate. If project-level impacts are identified at that time, specific mitigation measures may be required by CEQA.

No new environmental issues were raised by this comment and no revisions to the PEIR are necessary.

Response to Comment A-15:

This comment, which does not raise an environmental issue is noted.

Response to Comment A-16:

The comment misrepresents the CDFW comment letter, which is identified in the Final PEIR as Comment Letter 7. CDFW did not state there was a "lack of substantial evidence" to support the analysis of biological resources in the Draft PEIR. Refer to Response to Comment A-17, below for a discussion of the contents of the CDFW letter.

The comment also misrepresents the Beaumont Cherry Valley Water District (BCVWD) comment letter, which is identified in the Final PEIR as Comment Letter 29. First, the BCVWD did not comment on the Draft PEIR. The BCVWD made several comments regarding the General Plan Update document (referred to as the Beaumont 2040 Plan in the Draft PEIR. None of these comments were regarding the Draft PEIR

or the analysis contained therein. The analysis of Threshold B; *Would the Project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years* in Draft PEIR Section 5.18 – Utilities, is supported by data contained in the BCVWD’s 2015 Urban Water Management Plan and BCVWD’s Potable System Master Plan. (Draft PEIR, pp. 5.18.35, 5.18-40.)

Response to Comment A-17:

The CDFW letter did not state there was a “lack of analysis” in the EIR related to biological resources, as this comment suggests. The first three pages of the CDFW comment letter merely restated the CDFW’s role related to related biological regulations which were already noted and provided in the PEIR. Much of the CDFW comment letter is “boilerplate” language as evidenced by misidentification of the correct Lead Agency (i.e. page 2 and 12 of CDFW letter referencing the County instead of City of Beaumont) in their letter and requesting information that is not relevant to a programmatic EIR for a General Plan (i.e. request for long term maintenance information Page 8 of CDFW). CDFW’s letter does not state that the PEIR did not contain mitigation for direct, indirect and cumulative impacts to biological resources, instead CDFW offers up additional measures building from the measures and General Plan policies already identified in the PEIR for impacts already identified in the PEIR has having potentially significant impacts but that could be mitigated to a level below significance.

This comment indicates the PEIR did not evaluate impacts to biological resources from wildfires. As pointed out in response to CDFW’s letter about defensible space related to wildfires, the General Plan does include several policies related to providing fuel modification zones and defensible spaces especially when close to open space areas. See Response to Comment 7-H (FEIR pp. FEIR 2-51–FEIR 2-52).

This comment also indicates that the PEIR did not address impacts to lands managed by BLM and RCA and other entities. As indicated in the FEIR Response to Comment 7-J (pp. FEIR 2-52–FEIR 2-53), the General Plan identified numerous policies acknowledging other agency land ownership and requires future coordination with such agencies as BLM and RCA.

Additionally, as already outlined extensively throughout Section 5.4 of the PEIR, the MSHCP has been addressed and is an existing regulation through which compliance via a mitigation measures is not necessary. Although CDFW’s letter suggests several new mitigation measures, for reasons outlined in the response to CDFW’s letter (Comment Letter 7) in the Final PEIR (pp. FEIR 2-51–FEIR 2-57), addition of new mitigation measures such as the one to require projects comply with the JPR process is not necessary, as the PEIR already identifies this as an existing regulation. Some of the suggested mitigation measures offered by CDFW were made new mitigation measures, and others were instead utilized as General Plan policies. Where there were existing regulations to already address the suggested measure from CDFW, that was also responded to in Response to Comment Letter 7 in the Final PEIR.

Therefore, this comment does not identify any significant new environmental issues or impacts that were not already addressed in the DEIR

Response to Comment A-18:

For the reasons below, the Project is consistent with all applicable General Plan policies. The General Plan is a comprehensive, long-term policy document, and accordingly, environmental analysis concerning subordinate land use decisions are not the subject of the proposed Final PEIR.

Response to Comment A-19:

The Final PEIR provides a detailed response to call of CDFW’s comments. As stated above, CDFW does not state that the PEIR has incorrectly or not analyzed the MSHCP. Rather, CDFW’s letter provides additional measures that underscore or clarify processes or analyses already included in the PEIR. Not all of the measures suggested in the CDFW letter meet the definition of a mitigation measure per CEQA Guidelines Section 15126.4. A response to each measure suggested by CDFW is provided in Response to Comment 7 in the Final PEIR (on pp. FEIR 2-51–FEIR 2-57).

Response to Comment A-20:

As stated by the comment, the Draft PEIR includes a consistency analysis with the applicable goals of the 2016 RTP/SCS. The applicable goals were provided by SCAG in their response to the Notice of Preparation and are included in Appendix A of the Draft PEIR. Contrary to the commenter’s assertion, the 2016 RTP/SCS does not include additional goals. The text of the comment cites footnote 4 as a source of numerous measures that the EIR failed to consider, yet there is there is no footnote 4. Similarly, the pages cited in footnote 6 of the comment are general references to the chapter of the RTP/SCS outlining the land use and transportation strategies to achieve the RTP/SCS goals.

The second and third paragraph of the comment provide an overview of SB 375 and the GHG reduction goals established for the SCAG region and the fourth and final paragraph of the comment generally describes that the 2012 and 2016 RTP/SCS PEIRs include an MMRP containing project-level mitigation measures; these paragraphs do not raise an environmental issue.

Response to Comment A-21:

The comment provides a list of measures that “outline applicable land use policies, transportation strategies, and project-level GHG measures identified in the 2012 and 2016 RTP/SCS and PEIRs which the EIR should consider.” Upon review, this list does not contain any policies from the 2012 or 2016 RTP/SCS. Moreover, as the 2016 RTP/SCS builds upon the 2012 RTP/SCS, documentation in the 2012 documents has been superseded.

The three bullet points under the “Land Use and Transportation” heading are merely some of the strategies described in the RTP/SCS that are intended to achieve the goals and policies of the RTP/SCS. The Beaumont 2040 Plan has analyzed its consistency with the 2016 RTP/SCS goals in Section 6 of the PEIR and determined the Project will be consistent will all applicable goals (PEIR, pp. 6-4 – 6-9.)

The first bullet point under the “GHG Emissions Goals” heading is referencing Appendix F of the *CEQA Guidelines* and the potential impacts a project should evaluate. Section 5.19 of the PEIR evaluated the Beaumont 2040 Plan’s energy impacts and determined they were less than significant with adherence to and implementation of the Beaumont 2040 Plan goals, policies, and implementation, and applicable federal, state, and local standards/regulations (PEIR, p. 5.19-25).

The remaining bullet points under the “GHG Emissions Goals” heading and the remaining headings “Hydrology & Water Quality Goal’s,” “Transportation, Traffic, and Safety,” and “Utilities & Service Systems” are all project-level mitigation measures listed in either the 2012 or 2016 RTP/SCS PEIRs.

The 2012 and 2016 RTP/SCS PEIRs explains that SCAG identifies project-level mitigation measures that *may* be required by lead agencies and lead or responsible agencies have the discretion to determine at the project level which mitigation measures are applicable and feasible, based on the project-specific circumstances (2016 RTP/SCS Final PEIR, pp. 8-9 – 8-10.).

The 2016 RTP/SCS Final PEIR further clarified that:

The Project Level Mitigation Measures are provided as suggested approaches to help jurisdictions and project proponents achieve the collective goal of mitigating impacts at the project level. These are not intended to be exclusive or prescriptive in nature or application. (2016 RTP/SCS Final PEIR, p. 9-10)

The Beaumont 2040 Plan PEIR is does not propose specific development. Future development projects will be evaluated on a project-by-project basis and if required, applicable and feasible mitigation measures will be identified. For the reasons outlined above, no additional analysis is required and no revisions to the PEIR are necessary.

Response to Comment A-22:

CEQA Guidelines § 15125 indicates the environmental baseline for purposes of analysis is the notice of preparation. As stated in the Draft PEIR, “The Notice of Preparation (NOP) for the Project was distributed on March 2018, which is the baseline year for purposes of this Draft PEIR. (Draft PEIR, p. 4-1.) As stated in the comment, the *Connect SoCal – The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy Goals* (Connect SoCal plan) was adopted two years after the baseline year and only five (5) days prior to release of the Draft PEIR for public review. Thus, not only is analysis of this Connect SoCal plan not required, given the short time frame between its approval and release of the Draft PEIR, providing a consistency analysis in the Draft PEIR would be infeasible. Further, as discussed in Response to Comment A-20, the Draft PEIR includes a consistency analysis with the applicable goals of the 2016 RTP/SCS, which were provided to the City by SCAG in their response to the Notice of Preparation. (Refer to Draft PEIR Appendix A).

Nonetheless, **Table 1 Consistency with Connect SoCal Goals** presents an analysis of the Connect SoCal Plan. Several of the ten (10) Connect SoCal goals¹ are similar to and/or incorporate concepts from the 2016 RTP/SCS goals, which were evaluated in **Table 6.-C – Consistency with 2016 RTP/SCS Goals** on pages 6-4-6-9.

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
<p>Goal 1: Encourage regional economic prosperity and global competitiveness.</p> <p>(Connect SoCal Goal 1 is similar to the 2016 RTS/SCS Goal 1: Align the plan investments and policies with improving regional economic development and competitiveness.)</p>	<p>Not Applicable: This is not a project specific policy and is therefore not applicable. Nonetheless the following goals, policies, and implementation strategies from the Economic Development and Fiscal chapter of the Beaumont 2040 Plan will contribute to the regional economy:</p> <ul style="list-style-type: none"> ▪ Goals: 5.1, 5.2, 5.4, 5.5, 5.6, 5.7 ▪ Policies: 5.1.1, 5.1.2, 5.1.3, 5.1.4, 5.1.5, 5.1.6, 5.1.9, 5.1.10, 5.2.1, 5.2.3, 5.2.4, 5.2.6, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.5.1, 5.5.2, 5.5.3, 5.5.4, 5.5.5, 5.5.6,

¹ Southern California Association of Governments, *Connect SoCal – The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy Goals*, September 3, 2020, p. 9. (Available at <https://www.connectsocial.org/Documents/Adopted/0903fConnectSoCal-Plan.pdf>)

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>5.6.1, 5.6.2, 5.6.4, 5.6.5, 5.7.1, 5.7.2, 5.7.3, 5.7.5, 5.7.6, 5.7.7, 5.7.8.</p> <ul style="list-style-type: none"> ▪ Implementation Strategies: EDF1, EDF2, EDF3, EDF5, EDF6, EDF8, EDF9, EDF10, EDF14, EDR21, EDF22, EDF25, EDF27. <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 1.)</p>
<p>Goal 2: Improve mobility, accessibility, reliability, and travel safety for people and goods.</p> <p>(Connect SoCal Goal 2 is similar to the 2016 RTS/SCS Goal 2: Maximize mobility and accessibility for all people and goods in the region.)</p>	<p>Consistent: As discussed in the Draft PEIR, Section 5.16 – Transportation and the Beaumont 2040 Plan’s Traffic Impact Analysis (TIA), the Beaumont 2040 Plan includes an updated Mobility Plan which shows that transportation networks in the City that will be developed and maintained to meet the needs of local and regional transportation and to ensure efficient mobility. A number of regional and local plans and programs have been incorporated into the Beaumont 2040 Plan to guide development and maintenance of transportation networks, including but not limited to:</p> <ul style="list-style-type: none"> ▪ Riverside County Congestion Management Program ▪ Caltrans Traffic Impact Studies Guidelines ▪ Caltrans Highway Capacity Manual ▪ SCAG 2016 RTP/SCS <p>Additionally, the City is required by the California Government Code to coordinate its circulation system with regional transportation plans. The Beaumont 2040 Plan’s Mobility Plan is a comprehensive transportation management strategy that addresses infrastructure capacity. Furthermore, the Beaumont 2040 Plan is consistent with AB 1358 (the Complete Streets Act) as Complete Streets are one of the key components in the Mobility Plan. The Beaumont 2040 Plan’s Land Use and Community Design Plan sets the appropriate design parameters for future change and redevelopment as it relates to maximizing mobility and accessibility for all people and goods in the region. The Beaumont 2040 Plan includes the following goals, policies, and implementation strategies providing specific guidance on how to improve mobility within the City:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.3, 3.4, 3.7, 3.8 ▪ Policies: 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1-7, 3.1.8, 3.1.11, 3.3.7, 3.4.1, 3.4.2, 3.4.4, 3.7.1, 3.7.2, 3.8.1, 3.8.3, 3.8.6 ▪ Implementation Strategies: LUCD11, LUCD13, LUCD16, LUCD17, LUCD19, LUCD20

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8 ▪ Policies: 4.1.1, 4.1.2, 4.1.4, 4.1.5, 4.1.6, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1, 4.5.2, 4.5.3, 4.6.1, 4.6.2, 4.8.1, 4.8.2 ▪ Implementation Strategies: M1 through M28 and M30 (Draft PEIR, pp. 6-4-6-5.) <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 2.</p>
<p>Goal 3: Enhance the preservation, security, and resilience of the regional transportation system</p> <p>(Connect SoCal Goal 3 is similar to and/or encompasses concepts from 2016 RTS/SCS Goal 3: Ensure travel safety and reliability for all people and goods in the region; 2016 RTS/SCS Goal 4: Preserve and ensure a sustainable regional transportation system; and 2016 RTS/SCS Goal 9: Maximize the security of the regional transportation system through improved system monitoring, rapid recovery planning, and coordination with other security agencies.)</p>	<p>Consistent: As discussed in the Draft PEIR, the Beaumont 2040 Plan includes goals, policies, and implementing strategies requiring roadways to comply with federal, state, and local designs and safety standards. As discussed in Draft PEIR Section 5.16 – Transportation, the Beaumont 2040 Plan will not result in inadequate emergency access and future implementing development projects will be reviewed for adequate infrastructure and access as well as consistency with adopted emergency and evacuation plans among many other environmental issues in order to ensure the safety of City residents and the physical environment. (Draft PEIR, p. 6-9.)</p> <p>The Beaumont 2040 Plan encourages regional coordination of transportation issues and provides guidance and policies that help preserve and ensure a sustainable regional transportation system. (Draft PEIR, p. 6-6.) All modes of transit are required to follow safety standards set forth by corresponding regulatory documents. Pedestrian walkways and bicycle routes must follow safety precautions and standards established by local (e.g., the City) and regional (e.g., SCAG, County of Riverside, Caltrans) agencies. Roadways for motorists must follow safety standards established for the local and regional plans mentioned in the analysis for SoCal Connect Goal 2, above, and the analysis in the Draft PEIR for RTP/SCS Goal 2 on pages 6-4-6-5 of the Draft PEIR. The Beaumont 2040 Plan’s Mobility Plan develops a street network that balances the needs of all users with importance placed on pedestrian safety as well as vehicular safety and provides both vehicular and non-vehicular circulation plans while the Land Use and Community Design Plan provide for standards in design. (Draft PEIR, pp 6-4-6-5.)</p> <p>The Beaumont 2040 Plan includes the following goals, policies, and implementation strategies that will contribute to the</p>

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>preservation, security, and resilience of the regional transportation system:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.3, 3.4, 3.7, 3.8 ▪ Policies: 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.7, 3.1.8, 3.1.11, 3.3.7, 3.4.1, 3.4.2, 3.4.4, 3.7.1, 3.7.2, 3.8.1, 3.8.3, 3.8.6 ▪ Implementation Strategies: LUCD11, LUCD13, LUCD16, LUCD17, LUCD19, LUCD20 <p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8 ▪ Policies: 4.1.1, 4.1.2, 4.1.4, 4.1.5, 4.1.6, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1, 4.5.2, 4.5.3, 4.6.1, 4.6.2, 4.8.1, 4.8.2 ▪ Implementation Strategies: M1 through M28 and M30 (Draft PEIR, pp. 6-5-6-6, 6-9.) <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 3.</p>
<p>Goal 4: Increase person and goods movement and travel choices within the transportation system.</p> <p>(Connect SoCal Goal 4 is similar to 2016 RTP/SCS Goal 5: Maximize the productivity of our transportation system.)</p>	<p>Consistent: As discussed in the Draft PEIR, the Beaumont 2040 Plan’s Mobility Plan addresses the City’s transportation system which is planned to be developed and maintained to increase person and goods movement and travel choices. Specifically, the Beaumont 2040 Plan’s Mobility Chapter includes roadway design recommendations for the improvement and maintenance of all aspects of the public rights-of-way that promote complete streets to increase opportunities for the region’s public transportation system (i.e., bus, bicycle) for residents, visitors, and workers coming into and out of the City. As reflected in the Figure 5.16-14 – Bicycle and Pedestrian Priority Network, many areas of the City will be served by trails and bikeway. Future implementing development projects will be required to implement traffic improvements outlined in the Mobility Plan and design criteria outlined by the Land Use and Community Design Plan which will improve intersections and roadways from the existing conditions, and create more vibrant and productive areas with increased transportation choices. The Beaumont 2040 Plan includes the following goals, policies, and implementation strategies providing specific guidance to increase person and goods movement and travel choices within the City:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.3, 3.4, 3.7, 3.8

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<ul style="list-style-type: none"> ▪ Policies: 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1-7, 3.1.8, 3.1.11, 3.3.7, 3.4.1, 3.4.2, 3.4.4, 3.7.1, 3.7.2, 3.8.1, 3.8.3, 3.8.6 ▪ Implementation Strategies: LUCD11, LUCD13, LUCD16, LUCD17, LUCD19, LUCD20 <p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8 ▪ Policies: 4.1.1, 4.1.2, 4.1.4, 4.1.5, 4.1.6, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, 4.4.5, 4.5.1, 4.5.2, 4.5.3, 4.6.1, 4.6.2, 4.8.1, 4.8.2 ▪ Implementation Strategies: M1 through M28 and M30 (Draft PEIR, p. 6-7.) <p>Health and Environmental Justice Element</p> <ul style="list-style-type: none"> ▪ Goals: 6.5, 6.6 ▪ Policies: 6.5.1, 6.5.3, 6.5.4, 6.6.1, 6.6.2, 6.6.3 ▪ Implementation Strategies: HEJ14, HEJ15 <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 4.</p>
<p>Goal 5: Reduce greenhouse gas emissions and improve air quality.</p> <p>(Connect SoCal Goal 5 incorporates concepts from 2016 RTP/SCS Goal 6: Protect the environment and health of our residents by improving air quality and encouraging active transportation (e.g., bicycling and walking) and 2016 RTP/SCS Goal 7: Actively encourage and create incentives for energy efficiency, where possible.)</p>	<p>Consistent: As discussed in Draft PEIR Section 5.7 – Greenhouse Gas Emissions and Section 5.19 – Energy, the Beaumont 2040 Plan includes goals, policies, and implementation strategies designed to reduce GHG emissions and ensure that energy demand associated with growth in the Planning Area would not be inefficient, wasteful, or unnecessary. Further, the City adopted the Sustainable Beaumont Plan in 2015, which provides a comprehensive plan to use energy more efficiently, harnessing renewable energy to power buildings, recycling waste, and enhancing access to sustainable transportation modes, so the City can reduce greenhouse gas (GHG) emissions in addition to keeping dollars in its local economy, creating new green jobs, and improving the community’s quality of life. (Draft PEIR, pp. 6-7–6-8.) Additionally, the Beaumont 2040 Plan will comply with the provisions of the California Building and Energy Efficiency Standards (Title 24 of the California Code of Regulations; CEC[2015]) and the California Green Building Standards Code (CALGreen[2017]; Part 11 of Title 24). Further, the Mobility Plan and design criteria outlined by the Land Use and Community Design Plan establish requirements for future implementing projects to maximize the protection of the environment and improvement of air quality by being required to coordinate with local transit services to ensure any required</p>

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>transit connections are included for future implementing developments and incorporate active transportation. The Beaumont 2040 Plan builds upon the 2015 Sustainable Beaumont Plan and includes the following goals, policies, and implementation strategies to reduce GHG emissions and improve air quality:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.3, 3.7, 3.8 ▪ Policies: 3.1.2, 3.1.3, 3.1.8, 3.1.11, 3.3.7, 3.7.1, 3.7.2, 3.8.1, 3.8.3, 3.8.6 ▪ Implementation Strategies: LUCD10 LUCD11, LUCD12, LUCD16, LUCD17 <p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.1, 4.2, 4.3, 4.4, 4.5, 4.7 ▪ Policies: 4.1.4, 4.1.5, 4.2.3, 4.2.4, 4.3.3, 4.3.5, 4.4.1, 4.4.2, 4.4.4, 4.4.5, 4.5.1, 4.5.3, 4.7.2, 4.7.3 ▪ Implementation Strategies: M3, M4, M14, M25, M29 <p>Economic Development and Fiscal Element</p> <ul style="list-style-type: none"> ▪ Goal: 5.1 ▪ Policy: 5.1.4 ▪ Implementation Strategies: EDF9, EDF2 EDF3, EDF4 <p>Health and Environmental Justice Element</p> <ul style="list-style-type: none"> ▪ Goal: 6.5 ▪ Policies: 6.5.1, 6.5.3, 6.5.4 ▪ Implementation Strategies: HEJ15, <p>Community Facilities and Infrastructure Element</p> <ul style="list-style-type: none"> ▪ Goals: 7.1, 7.3, 7.4, 7.6, 7.7, 7.9 ▪ Policies: 7.1.7, 7.1.8, 7.3.1, 7.3.2, 7.3.3, 7.3.4, 7.3.5, 7.3.6, 7.3.7, 7.3.8, 7.4.2, 7.4.3, 7.6.2, 7.6.3, 7.6.5, 7.6.3, 7.7.1, 7.7.2, 7.7.3, 7.7.4, 7.7.5, 7.9.2 ▪ Implementation Strategies: CFI2, CFI6, CFI7, CFI20, CFI26, CFI27, CFI28, CFI29, CFI30 <p>Conservation and Open Space Element</p> <ul style="list-style-type: none"> ▪ Goals: 8.1, 8.2, 8.3, 8.11 ▪ Policies: 8.1.1, 8.1.2, 8.1.3, 8.1.4, 8.1.5, 8.1.6, 8.1.7, 8.1.8, 8.1.9, 8.1.10, 8.1.11, 8.2.1, 8.2.2, 8.2.3, 8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.6, 8.3.7, 8.11.5 ▪ Implementation Strategies: C1 through C13 <p>Safety Element</p> <ul style="list-style-type: none"> ▪ Goal: 9.10 ▪ Policies: 9.10.1, 9.10.2, 9.10, 3, 9.10.4, 9.10.5, 9.10.6 ▪ Implementation Strategies: S8, S28

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>Downtown Area Plan</p> <ul style="list-style-type: none"> ▪ Goals: 11.1, 11.3, 11.4, 11.8, 11.12 ▪ Policies: 111.2, 11.1.3, 11.14, 11.1.5, 11.1.6, 11.1.8, 11.3.1, 11.3.2, 11.4.2, 11.4.3, 11.8.1, 11.8.2, 11.8.3, 11.8.4, 11.8.5, 11.8.6, 11.8.7, 11.8.9, 11.8.10, 11.8.11, 11.8.14, 11.12.1, 11.12.2, 11.12.3, 11.12.4, 11.12.5, 11.126, 11.12.7 ▪ Implementation Strategies: DAP4, DAP6, DAP11, DAP12 (Draft PEIR, pp. 5.7-115.7-22; 5.19-9 –5.19-20.) <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 5.</p>
<p>Goal 6: Support Healthy and Equitable Communities</p> <p>(Connect SoCal Goal 6 expands upon 2016 RTP/SCS Goal 6: Protect the environment and health of our residents by improving air quality and encouraging active transportation (e.g., bicycling and walking).</p>	<p>Consistent: The Beaumont 2040 Plan’s Health and Environmental Justice Element will realize a healthy and equitable community by addressing existing community health concerns and approaches to managing new development to prevent future health issues. This will be accomplished by addressing environmental justice, access to healthy food, disease prevention, safe and healthy housing, and opportunities for physical activity. The Beaumont 2040 Plan includes the following goals, policies, and implementation strategies for a healthy and equitable community:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.2, 3.3, 3.6, 3.8, 3.10, 3.11 ▪ Policies: 3.1.2, 3.1.11, 3.2.1, 3.2.3, 3.3.7, 3.6.1, 3.6.2, 3.8.1, 3.8.2, 3.8.3, 3.8.4, 3.8.5, 3.8.6, 3.8.7, 3.10.1, 3.10.2, 3.10.3, 3.10.5, 3.10.6, 3.10.7, 3.11.1, 3.11.3, 3.11.4 ▪ Implementation Strategies: LUCD11, LUCD21, LUCD22 <p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.2, 4.3, 4.4 ▪ Policies: 4.2.1, 4.2.3, 4.2.5, 4.3.1, 4.3.2, 4.3.3, 4.3.4, 4.3.5, 4.4.1, 4.4.2, 4.4.3, 4.4.4, ▪ Implementation Strategies: M4, M6 M7, M13, M16, M17, M18, M19, M24, M30 <p>Health and Environmental Justice Element</p> <ul style="list-style-type: none"> ▪ Goals: 6.1, 6.2, 6.3, 3.4, 6.5, 6.6, 6.7 ▪ Policies: 6.1.1 through 6.1.9, 6.2.1 through 6.2.7, 6.3.1 through 6.3.7, 6.4.1 through 6.4.5, 6.5.1 through 6.5.9, 6.6.1 through 6.6.5, 6.7.1 through 6.7.10 ▪ Implementation Strategies: HEJ1 through HEJ22

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>Community Facilities and Infrastructure Element</p> <ul style="list-style-type: none"> ▪ Goals: 7.7, 7.9, 7.10 ▪ Policies: 7.9.5, 7.9.7 ▪ Implementation Strategies: CFI34 <p>Community Facilities and Infrastructure Element</p> <ul style="list-style-type: none"> ▪ Goals: 8.4, 8.7 ▪ Policies: 8.4.1, 8.4.2, 8.4.3, 8.4.4, 8.7.4 ▪ Implementation Strategies: CFI34 <p>Safety Element</p> <ul style="list-style-type: none"> ▪ Goals: 9.10, 9.11 ▪ Policies: 9.10.4, 9.10.6, 9.10.7, 9.11.2, 9.11.3, 9.11.4, 9.11.5, 9.11.6, 9.11.7, 9.11.8, 9.11.9 ▪ Implementation Strategies: S26, S27, S31 <p>Noise Element</p> <ul style="list-style-type: none"> ▪ Goals: 10.1, 10.2 ▪ Policies: 10.1.1, 10.1.3, 10.1.4, 10.1.8, 10.2.2, 10.2.3, 10.2.4, 10.2.6, 10.2.8, 10.2.9 ▪ Implementation Strategies: N2, N6, N7, N8, N9, N10 <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 6.</p>
<p>Goal 7: Adapt to a changing climate and support an integrated regional development pattern and transportation system</p>	<p>Consistent: The Beaumont 2040 Plan will guide the City through the challenge of balancing growth and sustainability while adapting to the impacts of climate change. The Beaumont 2040 Plan acknowledges climate change driven by human generated greenhouse gas (GHG) emissions is one of the most urgent environmental issues of our time. Increasing community awareness and resiliency to climate change can also mitigate the potential impacts of climate change on people, ecosystems, buildings, infrastructure, and the economy.</p> <p>Recognizing the need to prepare and adapt to a changing climate, the Beaumont 2040 Plan includes the following goals, policies, and implementation strategies to adapt to a changing climate and support an integrated regional development pattern and transportation system:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.11 ▪ Policy: 3.11.5 ▪ Implementation Strategy: LUCD23

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.2, 4.5, ▪ Policies: 4.2.1, 4.5.1, 4.5.3 ▪ Implementation Strategies: M7, M20 <p>Economic Development and Fiscal Element</p> <ul style="list-style-type: none"> ▪ Goals: 5.1, 5.6 ▪ Policies: 5.1.10, 5.6.1 ▪ Implementation Strategies: EDF27, <p>Community Facilities and Infrastructure Element</p> <ul style="list-style-type: none"> ▪ Goals: 7.1, 7.5 ▪ Policy 7.1.8, 7.5.6 ▪ Implementation Strategies: CFI1, CFI32 <p>Conservation and Open Space Element</p> <ul style="list-style-type: none"> ▪ Goals: 8.3, 8.5, 8.4, 8.5, 8.7 ▪ Policies: 8.3.1, 8.3.2, 8.3.3, 8.3.5, 8.3.6, 8.3.7, 8.4.2, 8.5.6, 8.7.4, 8.7.5 ▪ Implementation Strategies: C1, C5, C6, C9, C11, C21 <p>Safety Element</p> <ul style="list-style-type: none"> ▪ Goals: 9.8, 9.10 ▪ Policies: 9.8.3, 9.10.1, 9.10.2, 9.10.3, 9.10.4, 9.10.5, 9.10.6, 9.10.7 <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 6.</p>
<p>Goal 8: Leverage new transportation technologies and data-driven solutions that result in more efficient travel</p>	<p>Consistent: The Mobility Element of the Beaumont 2040 Plan acknowledges that although the future of mobility is rapidly changing, including the increased use of transportation network companies (TNCs) and autonomous vehicles (AVs), which may increase vehicle miles traveled (VMT), there is a growing trend toward linking TNCs and transit. The Mobility Element includes a goal to support and proactively plan for changes in mobility technologies in addition to guidance for the use of new transportation technologies.</p> <p>The Mobility Element of the Beaumont 2040 Plan includes the following goals, policies, and implementation strategies to leverage new transportation technologies to result in more efficient travel:</p> <p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.1, 4.2, 4.5, 4.6, 4.8 ▪ Policies: 4.1.4, 4.2.1, 4.5.2, 4.5.3, 4.6.1, 4.8.1, 4.8.2 ▪ Implementation Strategies: M13, M30

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 8.'</p>
<p>Goal 9: Encourage development of diverse housing types in areas that are supported by multiple transportation options.</p>	<p>Consistent: One of the guiding principles of the Beaumont 2040 Plan is that efficient infrastructure and multi-modal transportation have a vital role in improving the quality of life. This includes a well-designed transportation system that support walking, biking, and public transit. Beaumont will create multi-modal access for all residents, employees, and visitors to key destination points, including shopping, recreation, education, and jobs. The Beaumont 2040 Plan increases the diversity of housing types by maintaining existing the existing residential designations of Rural Residential, Single Family Residential, High Density Residential and introducing new designations of Traditional Neighborhood, Downtown Mixed Use, Urban Village, and a Transit Oriented District (TOD) Overlay. The Traditional Neighborhood designation allows single-family detached houses and small scale-multi-family housing. The Downtown Mixed Use designation allows mixed-use buildings with active ground floor retail uses, upper level professional office, service activities in conjunction with multi-family residential uses, and live/work units. The Urban Village will allow a variety of specialized land uses including a regional serving commercial, higher density residential development, educational uses, and open space and recreation and amenities. The TOD Overlay will allow residential and supportive employment and commercial uses near the future Metrolink transit station.</p> <p>The Beaumont 2040 Plan Mobility Element utilizes layered networks approach to provide a balanced mobility system and implement Complete Streets. Complete Streets are designed to enable safe access for users of all ages and all modes of transportation.</p> <p>The Beaumont 2040 Plan includes the following goals, policies, and implementation strategies to encourage development of diverse housing types in areas that are supported by multiple transportation options.</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.3, 3.7, 3.8 ▪ Policies: 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.7, 3.1.8, 3.1.11, 3.3.1, 3.3.2, 3.3.5, 3.3.7, 3.7.1, 3.7.2, 3.8.1

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	<ul style="list-style-type: none"> ▪ Implementation Strategies: LUCD14, LUCD15, LUCD16 <p>Mobility Element</p> <ul style="list-style-type: none"> ▪ Goals: 4.2, 4.3, 4.4, 4.5 ▪ Policies: 4.2.1, 4.3.5, 4.4.1, 4.4.4, 4.4.5, 4.5.1 ▪ Implementation Strategies: M3, M4, M6, M13, M20 <p>Conservation and Open Space Element</p> <ul style="list-style-type: none"> ▪ Goals: 8.3 ▪ Policies: 8.3.7 ▪ Implementation Strategies: C16, C18, C21, C12, C23, C24 <p>Health and Environmental Justice Element</p> <ul style="list-style-type: none"> ▪ Goals: 6.5 ▪ Policies: 6.5.5 ▪ Implementation Strategies: HEJ11 <p>Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 9.</p>
<p>Goal 10: Promote conservation of natural and agricultural lands and restoration of habitats.</p>	<p>Consistent: One of the guiding principles of the Beaumont 2040 Plan is the beautiful environment of the Pass area. This will be realized in the Beaumont 2040 Plan by protecting the community’s rural landscape, including quality access to air and water, open space, and mountain views. The Beaumont 2040 Plan includes protected open space areas in which active open space corridors and trails that support natural vegetation, scenic vistas, and sensitive habitats. Additionally, implementation of the Beaumont 2040 Plan will ensure that new development protects sensitive habitats and preserves views of the mountains.</p> <p>The Beaumont 2040 Plan includes the following goals, policies, and implementation strategies to promote conservation of natural and agricultural lands and restoration of habitats:</p> <p>Land Use and Community Design Element</p> <ul style="list-style-type: none"> ▪ Goals: 3.1, 3.3, 3.11, 3.12 ▪ Policies: 3.1.6, 3.3.12, 3.11.5, 3.11.6, 3.11.7, 3.11.8, 3.11.9, 3.11.10, 3.12.1, 3.12.4 ▪ Implementation Strategies: LUCD23, LUCD25 <p>Conservation and Open Space Element</p> <ul style="list-style-type: none"> ▪ Goals: 8.5, 8.6, 8.7, 8.8, 8.9, 8.10 ▪ Policies: 8.5.1, 8.5.2, 8.5.3, 8.5.4, 8.5.5, 8.5.6, 8.5.7, 8.6.1, 8.6.2, 8.6.3, 8.6.4, 8.7.12, 8.7.5, 8.7.6, 8.8.1,

Table 1 – Consistency with Connect SoCal Goals

Connect SoCal Goal	Beaumont 2040 Plan Analysis
	8.8.2, 8.8.3, 8.8.4, 8.8.6, 8.9.5, 8.9.3, 8.9.4, 8.10.1, 8.10.2, 8.10.3, 8.10.4, 8.10.6 <ul style="list-style-type: none"><li data-bbox="706 373 1396 436">Implementation Strategies: C16, C18, C21, C12, C23, C24 <p data-bbox="657 485 1323 548">Thus, the Beaumont 2040 Plan achieves Connect SoCal Goal 10.'</p>

Source: Southern California Association of Governments, September 3, 2020. *Connect SoCal – The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy*, available at <https://www.connectsocial.org/Documents/Adopted/0903fConnectSoCal-Plan.pdf>,

As reflected in **Table 1** above, the proposed Project will be consistent with all Connect SoCal goals. No new environmental impact has been identified; therefore, recirculation of the Draft PEIR is not required.

Response to Comment A-23:

As indicated in Responses to Comment A-1 through A-22, above, the Commenter did not identify any significant new environmental impacts that would require recirculation of the Draft PEIR pursuant to CEQA Guidelines § 15088.5.

Late Comment Letter B –Jimmy Elrod, Special Representative, Southwest Regional Council of Carpenters

Late comment letter B commences on the next page.

From: Nicole Wheelwright <NWheelwright@beaumontca.gov>
Sent: Tuesday, November 03, 2020 7:20 PM
To: Carole Kendrick <CKendrick@beaumontca.gov>
Cc: Cheryl DeGano <cheryl.degano@webbassociates.com>; Simran Malhotra <simran@raimiassociates.com>; Monica Tobias <monica.tobias@webbassociates.com>; Monica Guerra <monica@raimiassociates.com>; Christina Taylor <Ctaylor@beaumontca.gov>
Subject: Re: Copy of Union Letter Stephanie Standerfer <stephanie.standerfer@webbassociates.com>

Good evening,

I just realized that I had not included the number of members I represent that reside within the City of Beaumont. Please receive the following as my statement for tonight’s City Council Meeting for Agenda Item 8.

“Good evening Mayor Santos and Honorable Councilmembers. My name is Jimmy Elrod and I am a proud union carpenter and representative of the Southwest Regional Council of Carpenters. On behalf of the roughly 300 members residing within the City of Beaumont, I speak tonight in opposition of the proposed General Plan Update and believe that the City will be negatively impacted by the Environmental Impacts of the Project. We, as an organization, believe that the EIR doesn’t not propose any specific mitigation measures for the projected increase of greenhouse gases, the potential impacts to sensitive biological resources despite the proposal submitted to the City by the California Department of Fish & Wildlife, and it fails to consider the impacts to the water resources. For all of these reasons I respectfully ask that you revise and recirculate the Project’s EIR to address the aforementioned concerns. Thank you for your time and attention.”

Best Regards,

Jimmy Elrod
Special Representative



Phone: 909.887.2524
Mobile: 909.665.3273

Southwest Regional Council of Carpenters
swcarpenters.org



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|

B-1

|

Response to Comment Letter B – Jimmy Elrod Special Representative, Southwest Regional Council of Carpenters

Response to Comment B-1:

This comment raises general concerns regarding mitigation measures for greenhouse gas (GHG) emissions, biological resources, and water resources with a request to revise and recirculate the Draft PEIR. Since these are the same general issues raised by the Southwest Regional Council of Carpenters in Late Comment Letter A, refer to Responses to Comment Letter A.

As substantiated in the Responses to Comment Letter A, the analysis in the Draft PEIR is complete and thorough, no further analysis is required, and per CEQA Guidelines § 15088.5 recirculation is not warranted.



Staff Report

TO: City Council

FROM: Todd Parton, City Manager

DATE: November 17, 2020

SUBJECT: Report by the Western Regional Council of Governments (WRCOG) and the Riverside County Transportation Department Regarding the Status of the Cherry Valley Interchange Project

Background and Analysis:

Effective April 4, 2017, the Western Riverside Council of Governments (WRCOG) and City of Beaumont (City) entered into a Settlement Agreement and Release (Settlement) to resolve disputes concerning the City's past failures to remit Transportation Uniform Mitigation Fees (TUMF) to WRCOG and the resulting lawsuits between both parties.

As part of the Settlement the City committed to constructing and funding specific transportation facilities. Specifically, Beaumont agreed to remit \$2.1 million to WRCOG for the design of improvements to the Cherry Valley Boulevard and I-10 interchange. The Settlement reads as follows:

“WRCOG shall hold said funds in a separate account and shall provide the City with an annual accounting regarding the balance and use of said funds. WRCOG shall consult with the City on the proposed design of the interchange, and the City’s advance consent shall be obtained prior to the finalization of the proposed design developed with said funds.”

To date, no City funds have been allocated to the design of the interchange project. WRCOG and Riverside County Transportation Department representatives will provide an update to the City Council on the status of the project.

Fiscal Impact:

City estimates that preparation of this report cost approximately \$85.

Recommended Action:

This item is presented for informational purposes only and City staff recommends that the City Council receive the report from the Western Riverside Council of Governments and the Riverside County Transportation Department regarding the status of the Cherry Valley /IH-10 interchange project.

I-10/Cherry Valley Interchange Project

City of Beaumont – 11/17/2020



I-10/Cherry Valley Interchange Presentation Outline

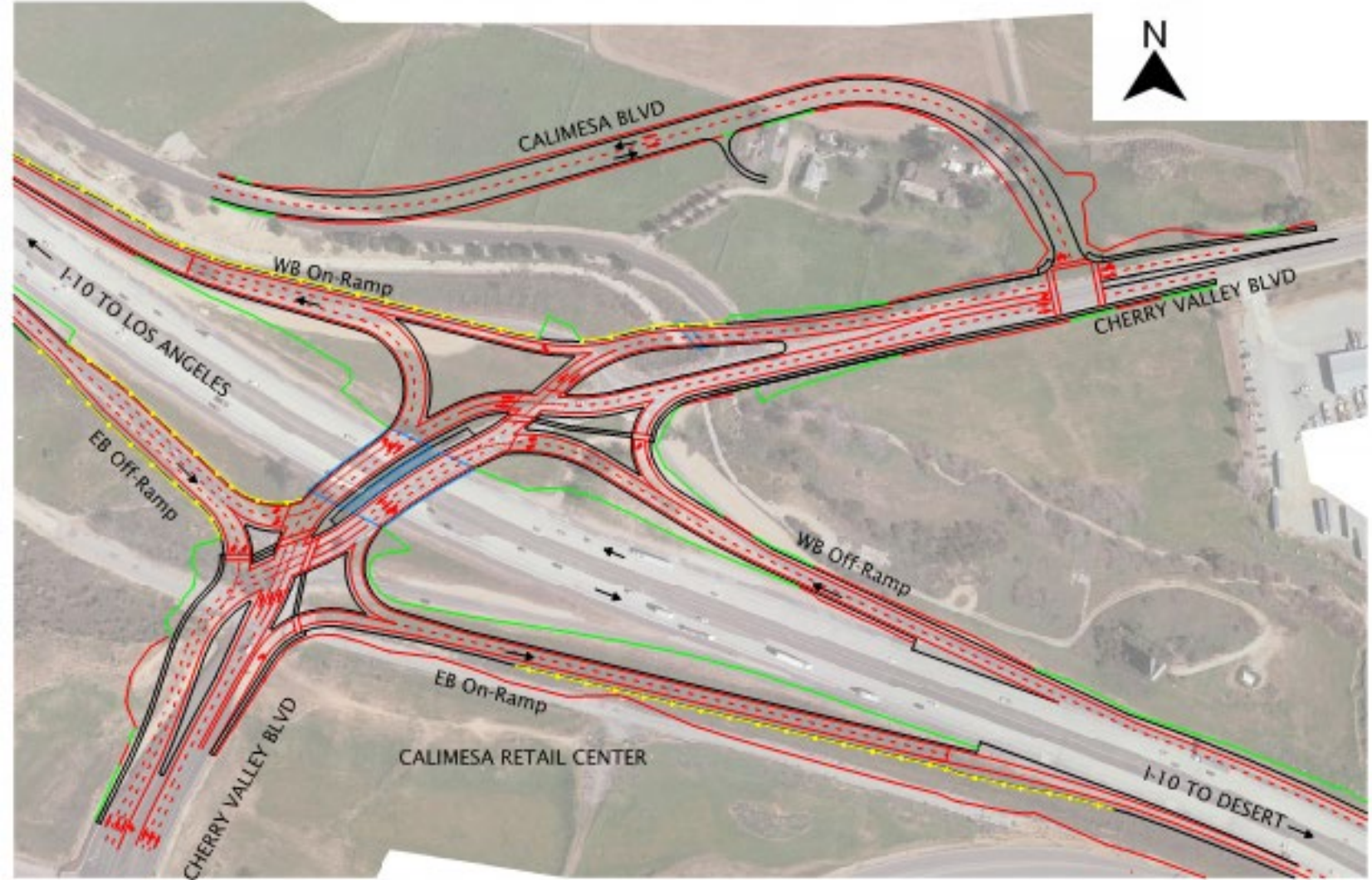
- Project Status
 - Where we are in the Caltrans delivery process
 - Two remaining build alternative options – Roundabouts have been eliminated
- Alternative Presentation
 - Alternative 3 – Diverging Diamond Interchange
 - Alternative 4 – Partial Cloverleaf
- Alternative Comparison
 - Costs, Right of Way, Driver Familiarity, Traffic Operations
- Project Schedule
 - Environmental Clearance, Design, Construction
- Providing Feedback
 - Future Opportunities
- Q&A

Project Status

- The Caltrans Process
 1. Preliminary Design Phase - Complete
 2. Environmental Phase – Now
 3. Final Design Phase
 4. Construction
- Analyzing 2 Build Alternatives
 - ~~Alternative 2 – Roundabouts~~
 - Alternative 3 - Diverging Diamond
 - Alternative 4 - Partial Cloverleaf
- Next Steps
 - Circulate Environmental Document

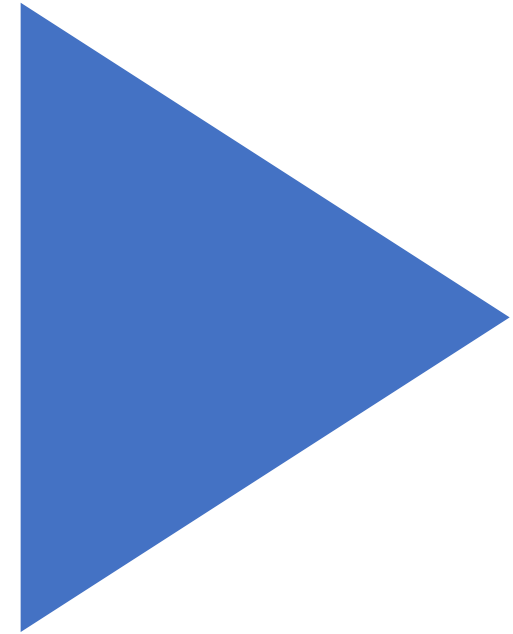
Alt. 3 – Diverging Diamond Interchange (DDI)

- Newer interchange type, works very well
- Accommodates pedestrians and bicycles
- Realigns Calimesa Blvd for required operational needs
- Limits driveway access along Cherry Valley



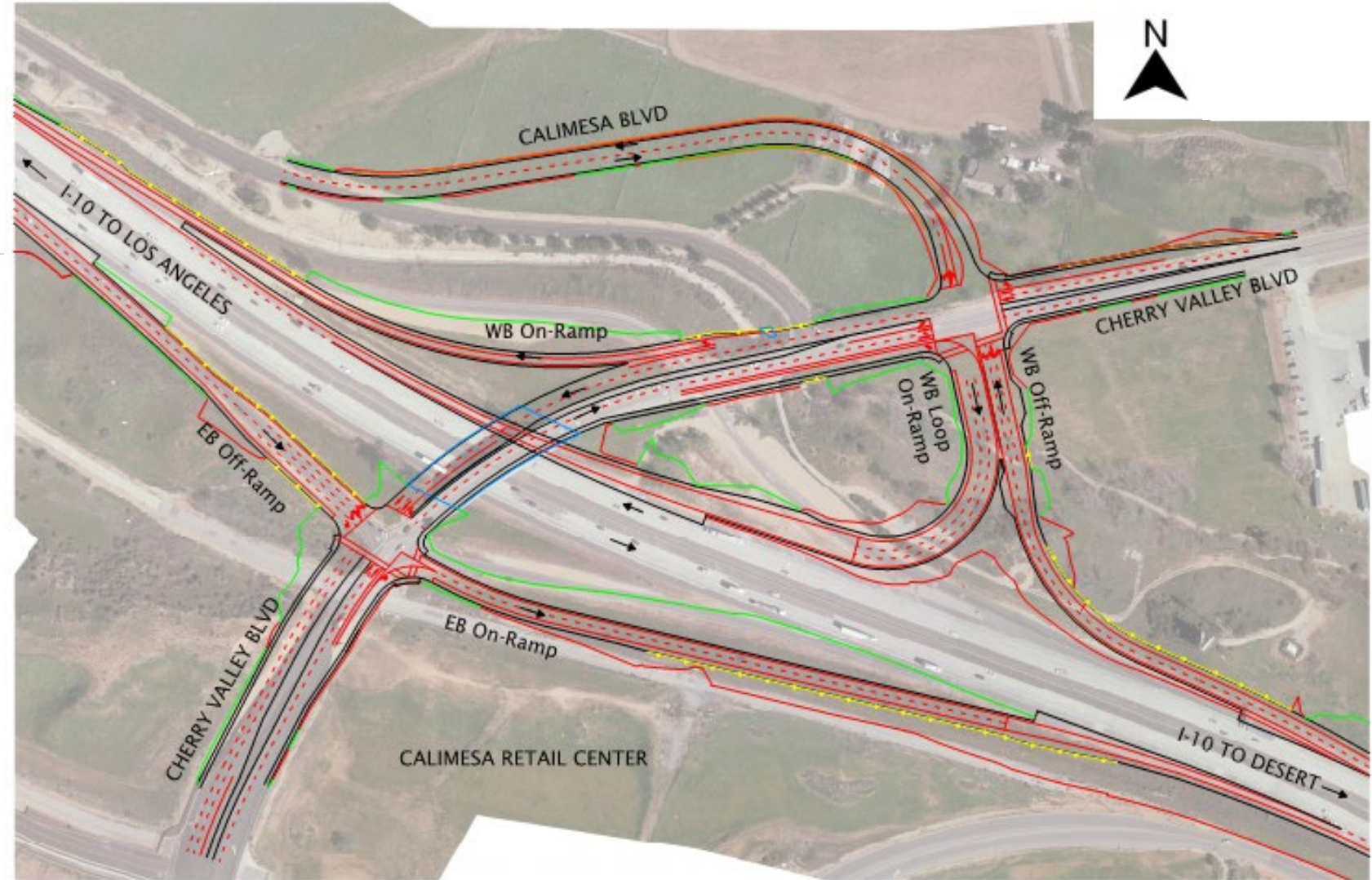
Alt. 3 – Video Simulation

Item 11.



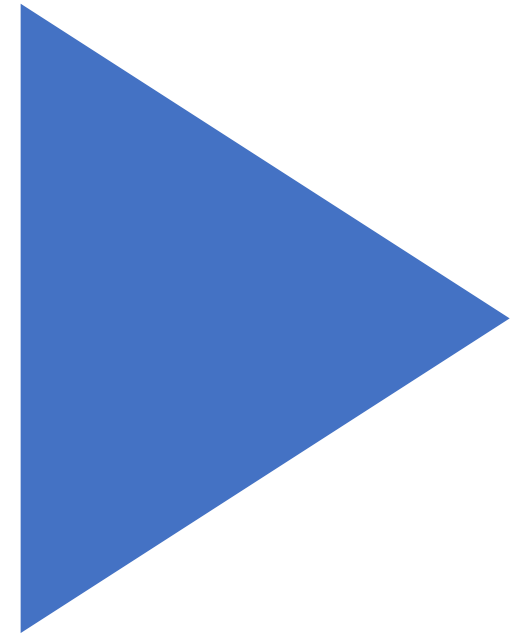
Alt. 4 – Partial Cloverleaf (Parclo)

- Traditional interchange type
- Accommodates pedestrians and bicycles
- Realigns Calimesa Blvd for required operational needs
- Limits driveway access along Cherry Valley
- Two WB On-Ramps



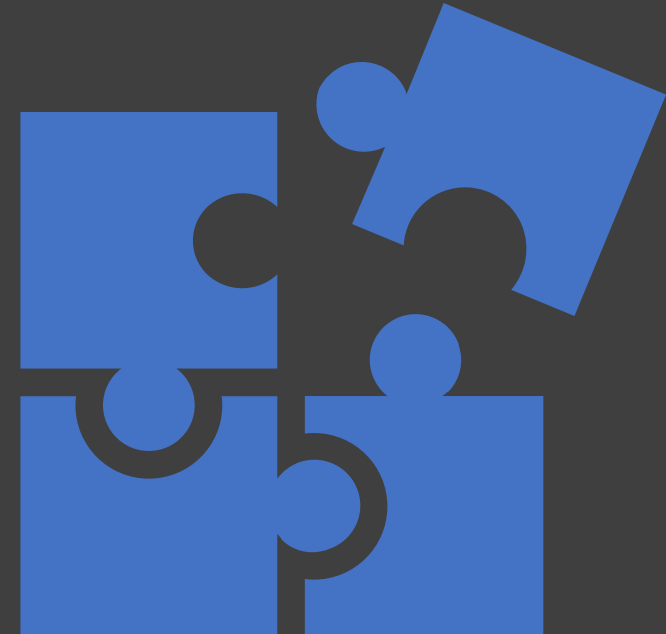
Alt. 4 – Video Simulation

Item 11.



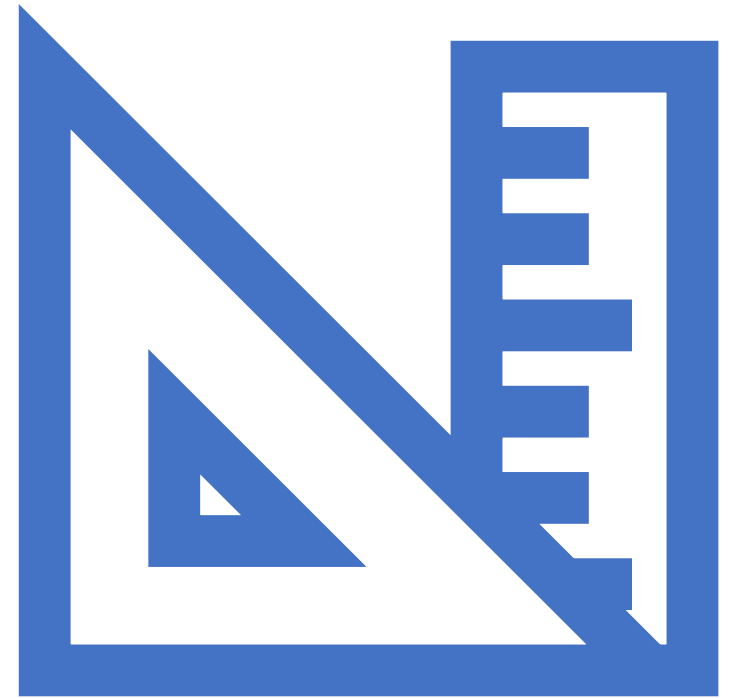
Alternative Comparison Matrix

Alternative	Construction Estimate	R/W Estimate	Driver Familiarity	Traffic Operations
3 – Diverging Diamond	\$42.6M	\$11.6M	Low	Good
4 – Partial Cloverleaf	\$38.6M	\$15.6M	High	Good



Project Schedule

- Finish Environmental Phase – Fall 2021
- Finish Final Design Phase – Summer 2023
- Construction – Pending Funding



Providing Feedback

- Future City Council Meetings
- Environmental Circulation Spring 2021
 - Public Meeting
 - Env. Document
- Future Project Meetings

Q&A





Staff Report

TO: City Council

FROM: Elizabeth Gibbs, Community Services Director

DATE: November 17, 2020

SUBJECT: Presentation: Comprehensive Operations Analysis Phase II - Draft 5-Year Action Plan

Background and Analysis:

On October 15, 2019, the City of Beaumont entered into an agreement with Moore & Associates to comprehensively analyze Beaumont Transit operations and provide feedback on improving the system. The process consists of three technical memos and a final report.

Recently, City staff presented the findings of the first two phases of the Comprehensive Operations Analysis (COA). Phase 1 was presented to City Council on May 19, 2020, in which route performance and transfer analysis was presented and discussed. Phase 2 was presented October 6, 2020, in which the operating and capital funding, fare equity analysis, and service recommendations were discussed.

Phase 3 of the COA is the final technical memo and includes a draft five-year action plan for City Council's discussion and direction. A final report will be created based on recommendations and direction from City Council.

Included in the five-year action plan:

- Short-Term: Recommendations through June 30, 2021
 - o Return to regular service (pre-pandemic),
 - o Improve on-time performance including fueling and break policies,
 - o Adjust service schedules, and
 - o Update the City bus placement policy.

- Mid-Term: Recommendations for July 1, 2021 to June 30, 2022
 - o Eliminate Calimesa service,
 - o 20% Fare Adjustment,
 - o Enhance commuting options to industrial area,

- Integrate routes to new Operations and Maintenance Facility,
 - Enhance Connectivity with Banning Transit and RTA, and
 - Develop a bus stop improvement plan.
- Long-Term: Recommendations for July 1, 2022 to June 30, 2025
- Expand service to emerging neighborhoods,
 - Realign routes for transfers at Civic Center rather than Walmart,
 - Transition to alternative fuel fleet, and
 - Explore new 'predictive arrival' customer facing technology.

Fiscal Impact:

The Comprehensive Operations Analysis project was included in the annual budget submitted to and accepted by the Riverside County Transportation Commission as part of the adopted Fiscal Year 2019-2020 annual Short Range Transit Plan, for a total project cost of \$121,563.80. This project is considered an operational expense and therefore, is included in the City of Beaumont's allocation from the State of California's Local Transportation Fund.

Recommended Action:

Receive, file, and provide direction and discussion to include in the final comprehensive operations analysis report.

Attachments:

- A. Technical Memo #3
- B. PowerPoint Presentation

Technical Memo #3

Five-Year Action Plan

Technical Memo #3 provides a five-year action plan for the continued development of public transit service in Beaumont. In addition to detailing 15 recommendations provided for implementation across the next five years, this technical memo includes operations, financial, capital, and implementation plans reflective of those recommendations.

The COVID-19 pandemic has affected not only how transit is operated now, but also anticipates how transit will be provided in the future. Uncertainties regarding when we can expect to return to “normal” – as well as what “normal” will actually be – often results in more questions than answers. In response to the pandemic, Beaumont Transit has been operating a reduced service schedule and has limited capacity on its vehicles. The City plans to return to full operation in October 2020. Therefore, the first phase of the Five-Year Action Plan focuses on supporting the return to full operation and optimizing service delivery, while subsequent phases seek to address various challenges, from introducing service to new locations to improving the historic farebox recovery ratio.

Phase I: Short-Term Recommendations (through June 30, 2021)

The impacts of COVID-19 have affected the anticipated implementation of a number of recommendations arising from this Comprehensive Operational Analysis. Therefore, short-term recommendations (through the end of the current fiscal year) focus primarily on supporting Beaumont Transit’s return to normal operations and helping to define what the “new normal” will be moving forward.

There are four ongoing activities that tie into the short-term recommendations.

1. **Farebox waiver through June 30, 2021.** California State Assembly Bill 90, passed in June 2020, waives the farebox recovery ratio requirement for Transportation Development Act (TDA) funding recipients for FY 2019/20 and FY 2020/21. This provides the City with some flexibility in how it responds to COVID-19 and allows additional time to identify solutions for meeting the required ratio beginning in FY 2021/22. This will allow the City to postpone any potential fare increase and stabilize its operating costs before being responsible for farebox recovery ratio compliance.
2. **Fare-free promotion.** The City recently received LCTOP funding, which it is using for a fare-free promotion. This should help to support the social distancing recommendation still in place (by limiting contact with the driver and farebox as well as enabling rear-door boarding) while providing additional operating revenue.
3. **Free fares for seniors, persons with disabilities, and veterans.** In addition to providing free rides for the general public, LCTOP funding is also expected to allow continued free rides for seniors, persons with disabilities, and veterans once the fare-free promotion has ended.
4. **Postpone resumption of Routes 7 and 9 (school routes).** The City has determined it is unable to operate Routes 7 and 9 during COVID. Even once schools return to in-person instruction, the maximum vehicle load of 10 riders allowed under social distancing guidelines will not provide the

capacity needed on those routes, or on Routes 3 or 4 which are also providing school transportation.

Through the end of FY 2020/21 (June 20, 2021), we recommend the City focus on the following five short-term action items:

1. **Support Fall 2020 return to regular service.** Beaumont Transit could resume its normal operations as early as October 1, 2020. While the service may nominally be back to “normal,” in reality it will continue to be quite different. Vehicle capacity would be affected by onboard social distancing, while ridership would likely be affected by reductions in persons traveling to work as well as the use of distance learning.

We recommend the City follow the guidance provided by the Centers for Disease Control (CDC), federal, and state government in determining whether any additional cleaning or Personal Protective Equipment (PPE) is required for the return to normal operations, as well as whether or when any protective measures can be loosened. Vehicle capacity is expected to be the biggest challenge moving forward, and there may be greater demand than socially distanced vehicles can accommodate on some routes and for peak-hour operation as more things open up. The City should have a plan in place to address excess demand as it arises. This may include using Dial-A-Ride vehicles to pick up riders left at a stop or using “sweeper” buses to cover a route once the assigned bus has reached capacity. It is unknown at this point how long it will take for this to occur once the City returns to normal service. Another California transit operator reported this happening within the second full month of normal operations, so it is worth developing a plan prior to restarting normal service.

Fiscal impact:

For the cost estimate, we assumed 60 additional hours per month of supplemental service, for a period of six months, occurring during FY 2020/21 at a cost of \$110.36 per hour.

Exhibit 1 Recommendation #1 – Fiscal Impact

	VSH per month	Cost per VSH	Monthly cost	Cost for six months
Recommendation #1	60	\$110.36	\$6,621.60	\$39,279.60

2. **Work with the school district regarding future resumption of Routes 7 and 9.** As mentioned above, these routes are not operating due to virtual e-learning, and are unlikely to be able to be operated safely for some time. Resumption of service on these routes must be postponed until the point at which the constraints of COVID-19 can be removed. At such time, the City should consider the preliminary recommendation regarding elimination of the school routes.

Fiscal impact:

For the cost estimate, we assumed the elimination of school-day routes 7 and 9 would result in the reduction of daily vehicle service hours by 4.76. This would result in an annual cost reduction of nearly \$95,000.

Exhibit 2 Recommendation #2 – Fiscal Impact

	VSH per school day (eliminated)	Cost per VSH	Daily cost	Annual cost reduction
Recommendation #2	-4.76	\$110.36	-\$525.31	-\$94,556.45

3. **Improve on-time performance by updating mid-trip fueling, driver break, and other policies.** During the ridecheck, we observed several instances where driver breaks or fueling stops resulted in late trips. In some cases, the delay caused by the break or fueling stop exacerbated a trip that was already running behind. This often resulted in a cascading effect whereby subsequent trips were never able to catch up and the service ran late for the balance of the day. These delays were often made worse by periodic traffic congestion or the time required to load wheelchair customers, over which the City has no control. We recommend the City implement the following policies to avoid these internal contributors to late service:

- Require vehicle fueling to be completed prior to the start of revenue service. If drivers are responsible for fueling, they should be doing so as part of their post-trip (so they leave the vehicle with a full tank) or their pre-trip (so they start with a full tank). If mid-day fueling is necessary, the bus could be replaced by one that is fully fueled so that the first bus can be fueled outside revenue service. Riders, especially on local routes, should not be subject to delays due to vehicle fueling. If mid-trip refueling is necessary for CommuterLink routes, we recommend incorporating a layover period into the schedule between arrival and departure at the San Bernardino Metrolink Station. Doing so would allow the driver sufficient time to fuel the vehicle while there are no passengers onboard. A driver break could be built into the schedule here as well.
- Build sufficient breaks into driver schedules so drivers do not normally have to take an unscheduled restroom break in the middle of a trip. In addition, adding a layover/recovery time in a location where drivers can use the restroom can help mitigate the impact on on-time performance when an unscheduled/emergency restroom break is required.
- The City may also wish to consider a policy that deploys a second bus on a route when the first falls significantly behind schedule. In this case, a subsequent trip would be started on time, even though the current trip had yet to finish. While the current trip would still be late, the next trip would depart on time. A strategy such as this would break the cycle of cascading late trips. This is especially useful if significant delays occur early in the day. It does, however, depend upon the availability of a driver and vehicle to be deployed on short notice.
- Operationally, all stops should be served reflective of the published schedule. The City should ensure its drivers follow this guidance. If desired, the City can adjust its policy to designate some stops (particularly those at the end of a route during the last trip of the



day) as “drop-off only.” The affected stops should be marked as such on the published timetables. This would give drivers the flexibility to skip those stops if no passengers are onboard at that time.

Fiscal impact:

For the cost estimate, we assumed four additional hours per month of supplemental service (when a bus falls significantly behind schedule), for a period of six months, occurring during FY 2020/21 at a cost of \$110.36 per hour. Beginning in FY 2022, the cost per hour would increase by three percent per year and the total cost would include 12 months of supplemental service.

Exhibit 3 Recommendation #3 – Fiscal Impact

	VSH per month	Cost per VSH	Monthly cost	Total cost
Recommendation #3 (FY 2021)	4	\$110.36	\$441.44	\$3,972.96 (6 months)
Recommendation #3 (FY 2022+)	4	\$113.67	\$441.44	\$8,184.30 (12 months)

4. **Improve on-time performance by adjusting schedules.** During the pandemic recovery period is the ideal time to make modest adjustments to routes intended to improve system on-time performance. These short-term recommendations can be implemented immediately to realize improved on-time performance.

The primary issue with on-time performance is the system’s ability to react to delays external to the route. In many cases, the routes can be completed as timed, as long as nothing happens to cause a delay. Delays can be internal (due to boarding or alighting of a wheelchair customer, a driver restroom stop, or in some cases, vehicle fueling). External delays are generally caused by traffic congestion. For some trips, late departure from the first stop results in a cascading effect that affects all subsequent trips. For these reasons, it is essential to have extra time built into the schedule, even if it requires the bus to lay over at designated locations during trips when everything goes as planned. While staying on a clock-face schedule is preferred, it is not always possible.

Based on our observations, wherein drivers took restroom breaks at San Geronio Hospital, we have utilized the hospital as a layover point for these short-term schedule adjustments. This would combine an opportunity to recover lost time with access to a restroom. An alternative could be scheduling layovers at Walmart, but at this time the store is too far from the bus stop to make it a practical restroom stop.

The following route-specific recommendations are schedule-based so as to address on-time performance and are designed to be implemented quickly as Beaumont Transit recovers from the impacts of COVID-19. Recommendations contained in subsequent phases may call for additional route and/or schedule changes intended to improve service coordination and/or introduce transit service to additional persons of the community.

Route 2. Route 2, with the fewest instances of late service, may be able to retain its current 90-minute headways. However, during weekday afternoons, it would benefit from five additional minutes in the schedule. This could be achieved by adding a five-minute recovery period at the hospital. This expands the headway to 95 minutes, which makes a clockface schedule impossible.

Exhibit 4 shows what the schedule would be if a five-minute layover is inserted at the hospital. This layover should be viewed as recovery time, not as a driver break. As a result, if the route is running late, the driver should depart as close to the departure time as possible to support on-time operation. If the route is running on time and the full five minutes (or more) will be spent at the stop, it may offer drivers the opportunity to take a brief restroom break.

In order to accommodate the additional five minutes per trip within roughly the same service span, the last trip would end at Walmart following service to the casino, rather than continuing. This would add five minutes to operating time (ending at 6:35 p.m. rather than 6:30 p.m.)

Route 3. During the ridecheck, Route 3 experienced some significantly late performance despite an 18-minute layover at the beginning of each trip. The catalyst for much of the late running was a fueling stop or a driver break, which had a cascading effect from which subsequent trips could not recover. For example, during one trip, a driver made a 10-minute fueling stop despite already running seven minutes behind. During another trip, a driver took a restroom break even though the trip was already 21 minutes behind schedule. That trip ended 22 minutes behind schedule and was subsequently five minutes late starting the next trip.

For Route 3, the 18-minute layover is more than sufficient, assuming long unscheduled breaks (such as fueling stops) can be avoided (see Recommendation 6). We recommend moving some of the layover time to the hospital, which could better accommodate driver restroom breaks as well as provide recovery time mid-route. If the route is running late, the driver should depart as close to the departure time as possible to make up some time. If the route is running on time and the full eight minutes (or more) would be spent at the stop, it may offer drivers the opportunity to take a brief restroom break.

While no time is being added to the schedule, dividing the layover time does extend operating time by eight minutes. This could be mitigated by eliminating the mid-trip layover during the first trip of the day. Exhibit 5 shows what the schedule would be if eight minutes of the 18-minute layover is inserted at the hospital. The mid-trip layover is eliminated during the first trip of the day. In this schedule, the clockface schedule is maintained for all trips except the first.

Route 4. The most significant issue on Route 4 is trips departing the first timepoint late, which causes a cascading effect throughout the day. In most cases, this is due to short delays throughout the route due to loading/unloading wheelchair passengers, assisting customers with boarding or alighting, selling passes, or breaks. Once the route is at the point where it is departing more than five minutes after the scheduled departure time (and is considered late), it is impossible to catch back up. During our ridecheck, this occurred during the 11:35 a.m. trip, which departed at 11:42 a.m. and experienced further delays. All subsequent trips departed the first stop late, which affected on-time performance at every stop. The last trip (scheduled for 5:35 p.m.) departed at 6:15 p.m., a full 40 minutes after the published schedule.

If all trips depart the first stop on time, many of the late performance issues would be resolved. Therefore, additional time needs to be inserted into the schedule which would allow a delayed trip to “catch up.” We believe including a five-minute layover in the schedule would add sufficient recovery time to accommodate most minor delays.

Exhibit 6 includes a five-minute layover at the hospital. The first (Route 4 – Alternate) trip is unchanged (i.e., there is no layover at this hospital during the trip). This expands the headway to 65 minutes, which makes a clockface schedule impossible. Under this schedule, the service span is unchanged. However, the number of daily trips on this route would be reduced by one.

Route 3/4. While the route remained on schedule during Saturday service, numerous instances of late performance were noted on Sunday.

During Saturday service, the route generally performed on time, in that service occurred within five minutes of the published schedule. However, a closer look at performance showed that when a trip started late, it continued late throughout the trip. These initial late departures were typically two to three minutes, which fell beyond the threshold for “late.” It is likely adding a few minutes to the running time will help keep the route operating closer to schedule on Saturday.

On Sunday, the late departures tended to be greater than five minutes and were counted as late. In one case, a driver change-out during the 11:00 a.m. trip added seven minutes to a trip that had been running on time, and arrival at the last stop was 10 minutes late. This caused the next three trips to start late, although the last two trips started on time (just one or two minutes after the scheduled time).

On several trips, had the trip started on time, it would have arrived at the last stop just two to three minutes late. This underscores the need for additional running time.

Exhibit 7 includes a five-minute layover at the hospital. This expands the headway to 65 minutes, which makes a clockface schedule impossible. Currently, the route ends at Beaumont High School. Maintaining this as the last stop would reduce the service span by 13 minutes. Ending service at Walmart would extend the service by 10 minutes. This schedule would reduce the number of daily trips on this route by one.



Exhibit 4 Route 2 Schedule with San Gorgonio Hospital Layover

Cougar Way/Beaumont Ave	6:30 AM	8:05 AM	9:40 AM	11:15 AM	12:50 PM	2:25 PM	4:00 PM	5:35 PM
6th St/Beaumont Ave @ Wells Fargo	6:40 AM	8:15 AM	9:50 AM	11:25 AM	1:00 PM	2:35 PM	4:10 PM	5:45 PM
Beaumont Walmart	6:50 AM	8:25 AM	10:00 AM	11:35 AM	1:10 PM	2:45 PM	4:20 PM	5:55 PM
Casino Morongo	7:10 AM	8:45 AM	10:20 AM	11:55 AM	1:30 PM	3:05 PM	4:40 PM	6:15 PM
Beaumont Walmart	7:30 AM	9:05 AM	10:40 AM	12:15 PM	1:50 PM	3:25 PM	5:00 PM	6:35 PM
Arrive San Gorgonio Hospital	7:45 AM	9:20 AM	10:55 AM	12:30 PM	2:05 PM	3:40 PM	5:15 PM	---
Depart San Gorgonio Hospital	7:50 AM	9:25 AM	11:00 AM	12:35 PM	2:10 PM	3:45 PM	5:20 PM	---
6th St @ Beaumont Civic Center	7:55 AM	9:30 AM	11:05 AM	12:40 PM	2:15 PM	3:50 PM	5:25 PM	---
Cougar Way/Beaumont Ave	8:05 AM	9:40 AM	11:15 AM	12:50 PM	2:25 PM	4:00 PM	5:35 PM	---

Exhibit 5 Route 3 Schedule with San Gorgonio Hospital Layover

Cherry Valley Blvd @ BHS	6:24 AM	7:16 AM	8:16 AM	9:16 AM	10:16 AM	11:16 AM	12:16 PM	1:16 PM	2:16 PM	3:16 PM	4:16 PM
Cougar Way/Beaumont Ave	6:28 AM	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM	12:20 PM	1:20 PM	2:20 PM	3:20 PM	4:20 PM
Oak Valley Pkwy & Cherry Ave @ Country Highlands	6:31 AM	7:23 AM	8:23 AM	9:23 AM	10:23 AM	11:23 AM	12:23 PM	1:23 PM	2:23 PM	3:23 PM	4:23 PM
Xenia Ave @ Noble Creek Apts	6:33 AM	7:25 AM	8:25 AM	9:25 AM	10:25 AM	11:25 AM	12:25 PM	1:25 PM	2:25 PM	3:25 PM	4:25 PM
Beaumont Walmart	6:40 AM	7:32 AM	8:32 AM	9:32 AM	10:32 AM	11:32 AM	12:32 PM	1:32 PM	2:32 PM	3:32 PM	4:32 PM
Arrive San Gorgonio Hospital	6:52 AM	7:44 AM	8:44 AM	9:44 AM	10:44 AM	11:44 AM	12:44 PM	1:44 PM	2:44 PM	3:44 PM	4:44 PM
Depart San Gorgonio Hospital	6:52 AM	7:52 AM	8:52 AM	9:52 AM	10:52 AM	11:52 AM	12:52 PM	1:52 PM	2:52 PM	3:52 PM	4:52 PM
Chatigny Recreation Center	6:58 AM	7:58 AM	8:58 AM	9:58 AM	10:58 AM	11:58 AM	12:58 PM	1:58 PM	2:58 PM	3:58 PM	4:58 PM
Cougar Way/Beaumont Ave @ Orchard Park Apts	7:02 AM	8:02 AM	9:02 AM	10:02 AM	11:02 AM	12:02 PM	1:02 PM	2:02 PM	3:02 PM	4:02 PM	5:02 PM
Cherry Valley Blvd @ BHS	7:06 AM	8:06 AM	9:06 AM	10:06 AM	11:06 AM	12:06 PM	1:06 PM	2:06 PM	3:06 PM	4:06 PM	5:06 PM



Exhibit 6 Route 4 Schedule with San Gorgonio Hospital Layover

Depart Beaumont Walmart	---	7:35 AM	8:40 AM	9:45 AM	10:50 AM	11:55 AM	1:00 PM	2:05 PM	3:10 PM	4:15 PM	5:20 PM
Arrive San Gorgonio Hospital	6:35 AM	7:50 AM	8:55 AM	10:00 AM	11:05 AM	12:10 PM	1:15 PM	2:20 PM	3:25 PM	4:30 PM	5:35 PM
Depart San Gorgonio Hospital	6:35 AM	7:55 AM	9:00 AM	10:05 AM	11:10 AM	12:15 PM	1:20 PM	2:25 PM	3:30 PM	4:35 PM	5:40 PM
Beaumont Civic Center	6:48 AM	---	---	---	---	---	---	---	---	---	---
Three Rings Ranch Park	6:52 AM	8:06 AM	9:11 AM	10:16 AM	11:21 AM	12:26 PM	1:31 PM	2:36 PM	3:41 PM	4:46 PM	5:51 PM
Beaumont High School	7:09 AM	---	---	---	---	---	---	---	---	---	---
Cougar Way & Beaumont Ave. @ Orchard Park Apts	7:13 AM	8:20 AM	9:25 AM	10:30 AM	11:35 AM	12:40 PM	1:45 PM	2:50 PM	3:55 PM	5:00 PM	6:05 PM
Pennsylvania Ave & 8th St.	7:25 AM	8:30 AM	9:35 AM	10:40 AM	11:45 AM	12:50 PM	1:55 PM	3:00 PM	4:05 PM	5:10 PM	6:15 PM
Arrive Beaumont Walmart	7:35 AM	8:40 AM	9:45 AM	10:50 AM	11:55 AM	1:00 PM	2:05 PM	3:10 PM	4:15 PM	5:20 PM	6:25 PM

Exhibit 7 Route 3/4 Schedule with San Gorgonio Hospital Layover

Cougar Way & Beaumont Ave.	8:00 AM	9:05 AM	10:10 AM	11:15 AM	12:20 PM	1:25 PM	2:30 PM	3:35 PM	4:40 PM
Beaumont HS	8:07 AM	9:12 AM	10:17 AM	11:22 AM	12:27 PM	1:32 PM	2:37 PM	3:42 PM	4:47 PM
Cherry Ave & Oak Valley Pkwy	8:15 AM	9:20 AM	10:25 AM	11:30 AM	12:35 PM	1:40 PM	2:45 PM	3:50 PM	4:55 PM
8th St & Pennsylvania Ave.	8:18 AM	9:23 AM	10:28 AM	11:33 AM	12:38 PM	1:43 PM	2:48 PM	3:53 PM	4:58 PM
Beaumont Walmart	8:30 AM	9:35 AM	10:40 AM	11:45 AM	12:50 PM	1:55 PM	3:00 PM	4:05 PM	5:10 PM
Arrive San Gorgonio Hospital	8:43 AM	9:48 AM	10:53 AM	11:58 AM	1:03 PM	2:08 PM	3:13 PM	4:18 PM	---
Depart San Gorgonio Hospital	8:48 AM	9:53 AM	10:58 AM	12:03 PM	1:08 PM	2:13 PM	3:18 PM	4:23 PM	---
Beaumont Civic Center	8:54 AM	9:59 AM	11:04 AM	12:09 PM	1:14 PM	2:19 PM	3:24 PM	4:29 PM	---
Elm & W. 8th St.	8:58 AM	10:03 AM	11:08 AM	12:13 PM	1:18 PM	2:23 PM	3:28 PM	4:33 PM	---
Cougar Way & Beaumont Ave.	9:05 AM	10:10 AM	11:15 AM	12:20 PM	1:25 PM	2:30 PM	3:35 PM	4:40 PM	---

CommuterLink 120. The current CommuterLink 120 schedule is highly variable, with travel time between timepoints likely based largely on typical traffic conditions. The 4:40 a.m. trip observed during our ridecheck has a fuel stop built into the schedule during the return trip from San Bernardino. While the stop did not cause the trip to run late due to the timing of the schedule, this is the only trip with a scheduled hour-long travel time between the San Bernardino Transit Center (SBTC) and Calimesa. Reflective of the proposed fueling policy in Recommendation 6, we encourage the City to fuel the vehicle either prior to going into service at the beginning of the day or during a layover at the SBTC. The 12:25 p.m. trip also has more than an hour of travel time between SBTC and Calimesa built into the schedule. However, on the trip we observed, no fueling stop was needed, so the driver and passenger killed time in Calimesa for 37 minutes.

The revised schedule in Exhibit 8 includes a 15-minute layover at the SBTC on every other trip for each vehicle, which could be used for fueling when mid-trip fueling is necessary. Each trip also includes a 35-minute travel time between SBTC and Calimesa, which appears to be the standard travel time when a fuel stop is not included in the schedule. Fueling could also occur when the buses go out of service at 11:25 a.m. and 1:05 p.m., respectively.

During the ridecheck, service on the weekends typically started on time but began running late during the observed trip. The revised schedule in Exhibit 9 adds five minutes of recovery time between trips (at Walmart). However, it reduces the break between trips three and four to 60 minutes and extends the service day by 15 minutes.



Exhibit 8 CommuterLink 120 Weekday Schedule with Variable SBTC Layover

Depart Beaumont Walmart	4:40 AM	6:00 AM	7:10 AM	8:35 AM	9:35 AM	11:05 AM	12:30 PM	1:45 PM	2:25 PM	4:10 PM	5:00 PM	6:45 PM
Beaumont Civic Center	4:45 AM	6:05 AM	7:15 AM	8:40 AM	9:40 AM	11:10 AM	12:35 PM	1:50 PM	2:30 PM	4:15 PM	5:05 PM	6:50 PM
Calimesa @ Stater Brothers	4:55 AM	6:15 AM	7:25 AM	8:50 AM	9:50 AM	11:20 AM	12:45 PM	2:00 PM	2:40 PM	4:25 PM	5:15 PM	7:00 PM
Arrive San Bernardino Transit Center	5:20 AM	6:45 AM	7:55 AM	9:25 AM	10:20 AM	11:55 AM	1:15 PM	2:30 PM	3:10 PM	4:55 PM	5:45 PM	7:30 PM
Depart San Bernardino Transit Center	5:35 AM	7:00 AM	8:00 AM	9:30 AM	10:35 AM	12:10 PM	1:20 PM	2:35 PM	3:25 PM	5:10 PM	5:50 PM	7:35 PM
Calimesa Blvd @ Dollar Tree	6:10 AM	7:35 AM	8:35 AM	10:05 AM	11:10 AM	12:45 PM	1:55 PM	3:10 PM	4:00 PM	5:45 PM	6:25 PM	8:10 PM
Wells Fargo	6:20 AM	7:45 AM	8:45 AM	10:15 AM	11:20 AM	12:55 PM	2:10 PM	3:20 PM	4:10 PM	5:55 PM	6:30 PM	8:20 PM
Beaumont Walmart	6:25 AM	7:50 AM	8:50 AM	10:20 AM	11:25 AM	1:05 PM	2:25 PM	3:25 PM	4:15 PM	6:00 PM	6:40 PM	8:25 PM
Casino Morongo	6:45 AM	8:10 AM	9:10 AM	10:40 AM	---	---	---	3:45 PM	4:35 PM	6:20 PM	---	---
Arrive Beaumont Walmart	7:10 AM	8:35 AM	9:35 AM	11:05 AM	---	---	---	4:10 PM	5:00 PM	6:45 PM	---	---

Exhibit 9 CommuterLink 120 Weekend Schedule with End-of-Trip Layover

Depart Beaumont Walmart	7:15 AM	9:40 AM	12:05 PM	3:15 PM	5:25 PM
Beaumont Civic Center	7:20 AM	9:45 AM	12:10 PM	3:20 PM	5:30 PM
Calimesa @ Stater Brothers	7:30 AM	9:55 AM	12:20 PM	3:25 PM	5:40 PM
Arrive San Bernardino Transit Center	8:00 AM	10:25 AM	12:45 PM	3:55 PM	6:05 PM
Depart San Bernardino Transit Center	8:05 AM	10:30 AM	12:50 PM	4:00 PM	6:10 PM
Calimesa Blvd @ Dollar Tree	8:35 AM	11:00 AM	1:15 PM	4:30 PM	6:40 PM
Wells Fargo	8:45 AM	11:10 AM	1:25 PM	4:40 PM	6:50 PM
Beaumont Walmart	8:50 AM	11:15 AM	1:30 PM	4:50 PM	6:55 PM
Casino Morongo	9:10 AM	11:35 AM	1:50 PM	4:55 PM	7:15 PM
Beaumont Walmart	9:35 AM	12:00 PM	2:15 PM	5:20 PM	7:40 PM



CommuterLink 125. CommuterLink 125 appears to have sufficient time in the schedule to support normal operations. However, external conditions (such as a traffic accident) can cause it to run late, with a cascading effect on the balance of the service day. This occurred during our ridecheck, when a car accident on the freeway between Loma Linda VA and Calimesa during the 1:45 p.m. trip added a 15-minute delay. The observed trip ended 12 minutes late, which caused the 3:20 p.m. trip to depart late. This trip was further impacted by traffic, causing the 5:10 p.m. trip to depart at 5:29 p.m. Given traffic accidents cannot be predicted, and given the current schedule appears to be able to accommodate modest delays, we do not recommend any changes to the schedule. However, this is a situation whereby, when significant delays are present earlier in the day, it may warrant deploying an additional vehicle to start the next trip on time (as discussed in Recommendation 6).

Impact of Schedule Changes on Connectivity. Beaumont Transit does not currently offer timed transfers between routes at either Walmart or San Geronio Hospital. While all three routes may arrive within a 10-minute time period, this creates a short wait for some customers and a much longer wait for others. For example, Route 2 serves Walmart at 10:30 a.m., Route 4 at 10:35 a.m., and Route 3 at 10:40 a.m. Riders connecting between Route 2 and either of the other routes, or Route 4 and Route 3, ensuring a wait of five to ten minutes. Riders connecting to Route 2, however, must wait 50 to 55 minutes. With the proposed schedules, connection times vary, and layovers at key transfer points could result in improved connectivity.

Connectivity with Banning Transit currently varies as well. Some inter-community trips have short wait-times, while others can require a long wait. However, given Banning Transit does not utilize a clockface schedule, connection times are highly variable. Two of the three Banning Transit routes have a 10-minute layover scheduled at the hospital, which offers opportunities for effective inter-service transfers. If Beaumont Transit also offers a layover at the hospital, this further expands transfer opportunities.

Fiscal impact:

This recommendation would result in an additional 170.76 vehicle service hours annually, resulting in an additional cost of nearly \$19,000. If this recommendation were implemented for only six months, the total cost would be halved (\$9,422.54).

Exhibit 10 Recommendation #4 – Fiscal Impact

	Additional VSH per year	Cost per VSH	Total cost (annually)
Recommendation #4	170.76	\$110.36	\$18,845.07

5. **Update the City’s Bus Stop Placement Policy.** The City should update the bus stop policy to clearly define how far apart bus stops should be placed, activity level “trigger points” for the addition of amenities such as shelters and benches, and guidelines for the addition or removal of bus stops. As part of the bus stop policy, we recommend the City discontinue its policy of allowing “flag stops.” Allowing “flag stops” can erode on-time performance by adding unplanned stops to the route. Appropriate placement of bus stops should provide a reasonable level of access to transit. Individuals who are unable to access a route via a regular bus stop may seek ADA certification in order to use the Dial-A-Ride service, or use the service based on age eligibility.

Fiscal impact:

None.



Phase II: Mid-Term Recommendations (July 1, 2021 – December 31, 2022)

Mid-term recommendations are intended to begin moving Beaumont Transit into the future. By July 1, 2021, it is hoped the effects of the COVID-19 pandemic will have diminished and conditions return to their pre-pandemic state. In addition, July 1, 2021 marks the beginning of the next fiscal year during which the City will be responsible for meeting the TDA farebox recovery ratio threshold.

6. **Eliminate service to Calimesa.** Once transit service has largely returned to normal, the City should eliminate service to Calimesa (currently provided via CommuterLink 120). During the ridechecks and public outreach, few unique individuals indicated traveling to or from Calimesa using the CommuterLink 120 service. While this service is convenient for these individuals, it primarily serves to slow down the commuter route, whose primary purpose is linking Beaumont to San Bernardino.

While Calimesa lies along the route between Beaumont and San Bernardino, neither the City of Calimesa or the Riverside Transit Authority (RTA) has historically shown any interest in providing any funding support for this route. While eliminating service to Calimesa may affect a numerically modest number of Beaumont residents traveling to and from Calimesa, continuing to provide the commuter service to Calimesa residents with no contribution from Calimesa or RTA sets a bad precedent.

Fiscal impact:
None.

7. **Fare adjustment.** Phase II of the Comprehensive Operational Analysis included a fare equity analysis and recommended a 20 percent fare increase. The fare equity analysis, using data from FY 2018/19, estimated an increase in fare revenues system-wide of 12 percent, even taking into account a 6.67 percent ridership decrease due to fare elasticity. (Fare elasticity, following the Simpson-Curtin Rule, assumes each three percent fare increase will reduce ridership by one percent.)

The consultant believes it is important for Beaumont Transit to resolve its on-time performance issues before introducing a fare increase. To that end, adjustments to route timings are included as short-term recommendations. Improving the reliability of the service is important, increases public perception of “service value,” and therefore more “worthy” of a fare increase. This is expected to minimize the potential loss of ridership associated with a fare increase.

The impact of the proposed 20 percent fare increase is shown in Exhibit 11.

Exhibit 11 Proposed Fare Schedule

Fare Category	Current fare	Proposed fare
Local fixed-route service		
<i>One-way cash fares</i>		
Base one-way fare (adult/general public)	\$1.25	\$1.50
Reduced one-way fare (senior/disabled/Medicare)	\$0.75	\$0.90
Military veteran fare	\$0.75	\$0.90
Active military fare	Free	Free
College student fare	Free (MSJC GoPass)	\$1.50
Children under 46" tall	\$0.25	\$0.30
Route deviation	\$0.50	\$0.60
<i>Multi-ride fare options</i>		
Day pass (adult/general public)	\$3.10	\$3.75
Day pass (senior/disabled/ Medicare cardholder)	\$1.90	\$2.25
Day pass (military veteran)	\$1.90	\$2.25
10-ride book/pass (adult/general public)	\$12.50	\$15.00
10-ride book/pass (senior/ disabled/Medicare)	\$7.50	\$9.00
10-ride book/pass (military veteran)	\$7.50	\$9.00
31-day/monthly pass (adult/ general public)	\$39.13	\$47.00
31-day/monthly pass (senior/ disabled/Medicare)	\$24.80	\$29.75
31-day/monthly pass (military veteran)	\$24.80	\$29.75
Commuter service		
<i>One-way cash fares</i>		
Adult/general public fare	\$3.50	\$4.25
Child fare	\$2.50	\$3.00
Senior/disabled/Medicare cardholder	\$2.50	\$3.00
Military veteran fare	\$2.50	\$3.00
Active military fare	Free	Free
<i>Multi-ride fare options</i>		
10-ride card (adult/ general public)	\$31.50	\$37.75
10-ride card (child)	\$22.50	\$27.00
10-ride card (senior/ disabled/Medicare cardholder)	\$22.50	\$27.00
10-ride card (military veteran)	\$22.50	\$27.00
Day pass (adult/general public)	\$8.00 (local + CommuterLink)	\$9.50 (local + CommuterLink)
Day pass (child)	\$6.00 (local + CommuterLink)	\$7.25 (local + CommuterLink)
Day pass (senior/disabled/ Medicare cardholder)	\$6.00 (local + CommuterLink)	\$7.25 (local + CommuterLink)
Day pass (military veteran)	\$6.00 (local + CommuterLink)	\$7.25 (local + CommuterLink)

Beaumont Transit does not currently receive a fare subsidy from Mount San Jacinto College (MSJC), but continues to offer free fares to MSJC students (as do RTA and Banning) through the GoPass program. This has been included as a finding in the City’s last two TDA Triennial Performance Audits. In the most recent audit, the auditor stated a vote by the associated student body regarding a separate fare revenue agreement with the City of Beaumont was expected in early 2018, but that vote never took place.

In Fall 2020, RTA began funding the GoPass program through an LCTOP grant rather than through the school’s six-dollar transportation fee. As a result, there are no transportation fee revenues being collected. Instead, college students download a free mobile pass through Token Transit. It

is unclear as to whether the college is still issuing Pass Transit stickers on student identification cards. It is also unclear as to whether RTA will continue to fund the program using LCTOP funds or if MSJC's six-dollar transportation fee will be re-instituted in future years.

Given these changes in RTA's GoPass program, we recommend the City either identify separate funding (such as through the LCTOP program) to fund its own college student fare program or eliminate the program altogether. In this case, we recommend charging college students the same as the base (adult) fare. We do not recommend the City continue providing free rides to MSJC students without some type of revenue sharing agreement with the college.

Fiscal impact:

Assuming the fare increase is accompanied by the implementation of other recommendations that improve service performance and reliability, we anticipate a 12 percent fare revenue increase (based on pre-COVID ridership) during the year of implementation (FY 2021/22), followed by a three percent annual increase.

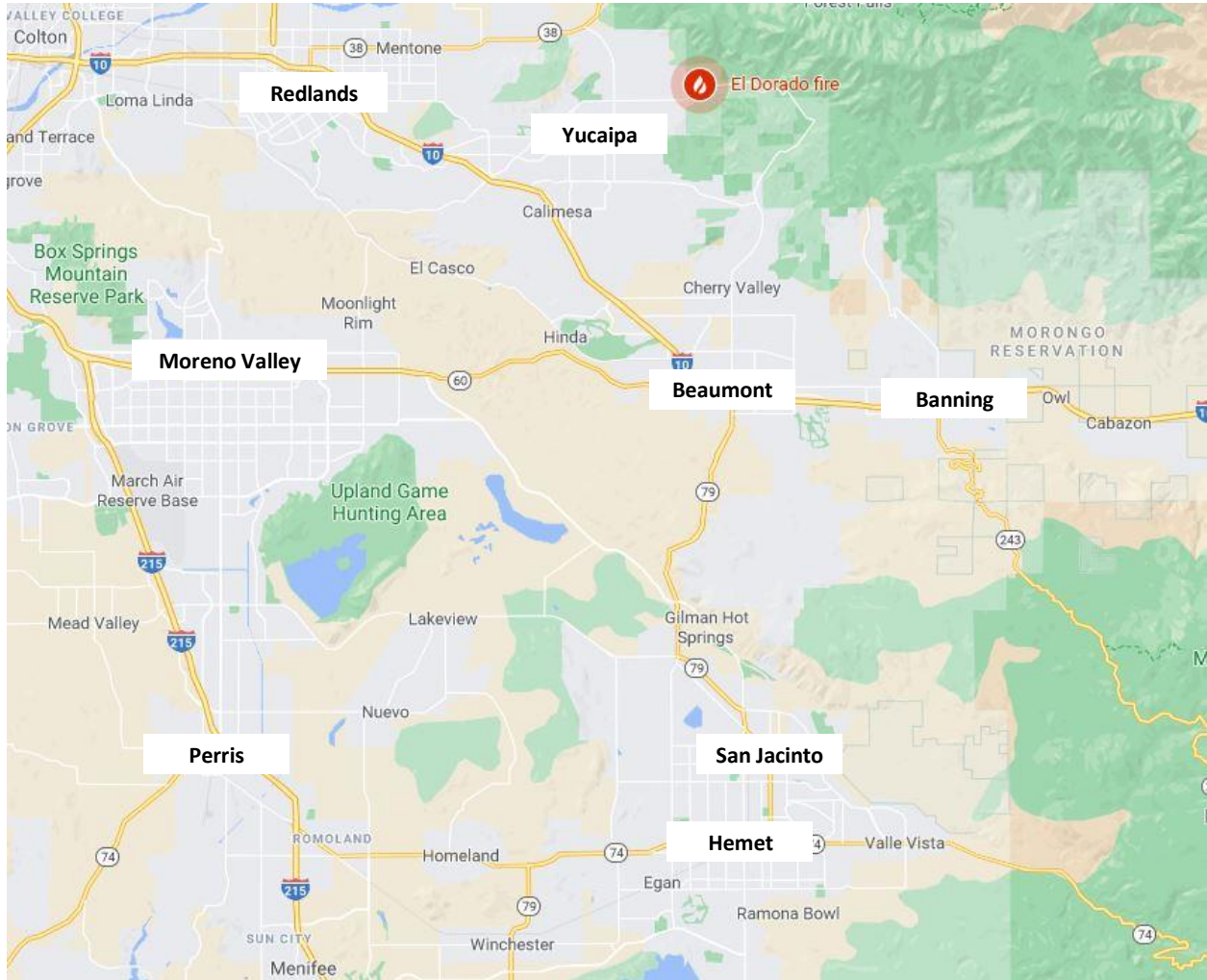
8. [Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park](#). Phase II of the COA project included discussions with Amazon regarding its new distribution center, yet the demand for transit service cannot be fully estimated until Amazon completes its hiring process and opens the facility. While the initial recommendations assumed much of the demand would be local, later communications indicated the top areas for recruitment included Beaumont, Banning, Hemet, San Jacinto, Yucaipa, the east side of the Moreno Valley, Redlands, and Perris (see Exhibit 12).

Once Amazon staffing is stable, the City would need to determine two things: Whether Amazon employees (and those employed at other locations within the business park) would be likely to commute to work via transit if it were available, and where those employees are traveling from. It is unlikely a simple expansion of the City's local transit service to the business park would be effective, as riders would need to travel to Walmart to access the bus before traveling to work. In addition, the current service span would allow the City to provide transit service to the day shift alone, as the other two shifts would start or end outside the current Beaumont Transit service day.

For local employees, alternatives to fixed-route bus service are likely to be most effective in this situation. Assuming there is sufficient demand for transportation from one or more central location within Beaumont to the business park, a shuttle or microtransit service may provide a more efficient solution. This would be operated separately from the fixed-route service. If the shuttle or service is focused on the business park, we recommend working with business park employers to contribute to the service, either by subsidizing individual rides or providing an annual contribution.

Another option that would be more feasible to bring employees from outlying areas (especially to the south) is vanpools. The City could set up a vanpool program through a qualified provider (such as Enterprise). Vanpools could be subsidized either by the City and/or the employer. At a later date, demand for vanpools can be evaluated to determine whether a traditional commuter bus route is warranted.

Exhibit 12 Amazon Recruitment Area

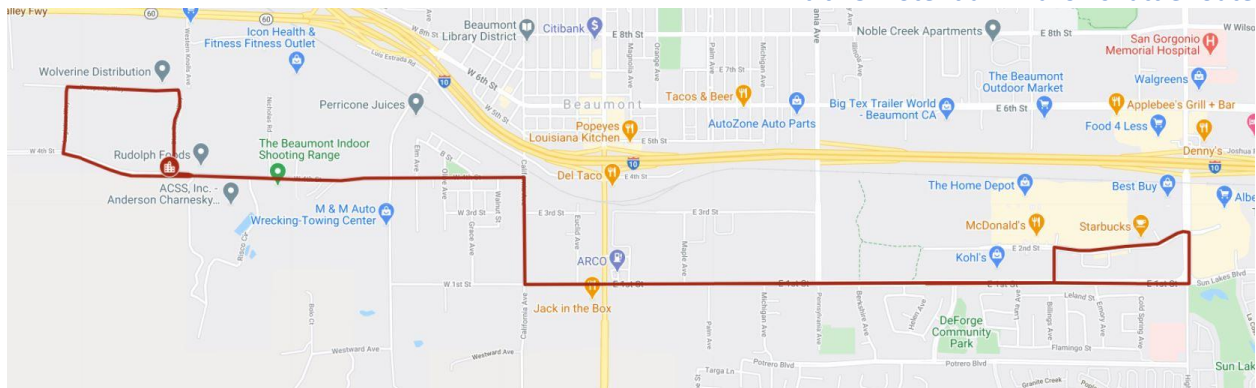


Once the Amazon facility is fully operational, we recommend the City conduct a survey of Amazon employees as well as employees of other companies within the business park. The survey should seek to determine where employees are commuting from, typical work hours, and whether they would be likely to use public transit or a vanpool to commute to work.

Should the City decide to implement a shuttle between the Beaumont Walmart and the business park would require a 25-minute running time, round-trip (as shown in Exhibit 13). As such, one morning and one afternoon trip would comprise just one vehicle service hour, while two round trips each morning and afternoon would comprise two vehicle service hours.



Exhibit 13 Potential Amazon shuttle route



Fiscal impact:

The overall cost to implement this recommendation depends on the number of trips per day and whether the service operations Monday through Friday only or seven days per week. Exhibit 14 identifies the cost of each option using a cost per hour of \$110.36. Monday through Friday service assumes 255 operating days annually, while Monday through Sunday service assumes 360 operating days annually.

Exhibit 14 Recommendation #8 – Fiscal Impact

	VSH per day	Cost per VSH	Cost per day	Annual cost
Recommendation #8 (Monday – Friday, one hour per day) (FY 2022)	1	\$110.36	\$110.36	\$28,141.80
Recommendation #8 (Monday – Friday, two hours per day) (FY 2022)	2	\$110.36	\$220.72	\$56,283.60
Recommendation #8 (Monday – Sunday, one hour per day) (FY 2022)	1	\$110.36	\$110.36	\$39,729.60
Recommendation #8 (Monday – Sunday, two hours per day) (FY 2022)	2	\$110.36	\$220.72	\$79,459.20

9. **Integration of the new transit operations and maintenance facility.** At present, the City’s transit administrative offices and operations and fleet maintenance facility are located at the Beaumont Civic Center (E. 6th Street and Magnolia Ave.). This location is served by Route 2, Route 3/4, Route 4 alternate, and both CommuterLink routes. The City is planning to construct a new administrative, operations, and fleet maintenance in an industrial area in southern Beaumont. The new location is located at 4th Street and Viele Ave., south of Interstate 10 and west of CA 79, in an area not currently served by transit. Given the transit administrative offices will be located there, this presents an opportunity to introduce transit service in this area.

There are a couple of options for providing transit access to the new location. The first is to realign Route 4 to serve the transit facility. We anticipate this would add approximately one mile and three minutes of travel time to the route. If the City transitions to a non-clockface schedule for



Exhibit 16 Route 4 Extension to New Transit Facility – Schedule

Depart Beaumont Walmart	---	7:35 AM	8:43 AM	9:51 AM	10:59 AM	12:07 PM	1:15 PM	2:23 PM	3:31 PM	4:39 PM	5:47 PM
Arrive San Gorgonio Hospital	6:35 AM	7:50 AM	8:58 AM	10:06 AM	11:14 AM	12:22 PM	1:30 PM	2:38 PM	3:46 PM	4:54 PM	6:02 PM
Depart San Gorgonio Hospital	6:35 AM	7:55 AM	9:03 AM	10:11 AM	11:19 AM	12:27 PM	1:35 PM	2:43 PM	3:51 PM	4:59 PM	6:07 PM
Beaumont Civic Center	6:48 AM	---	---	---	---	---	---	---	---	---	---
Three Rings Ranch Park	6:52 AM	8:06 AM	9:14 AM	10:22 AM	11:30 AM	12:38 PM	1:46 PM	2:54 PM	4:02 PM	5:10 PM	6:18 PM
New transit facility	---	8:10 AM	9:18 AM	10:26 AM	11:34 AM	12:42 PM	1:50 PM	2:58 PM	4:06 PM	5:14 PM	6:22 PM
Beaumont High School	7:09 AM	---	---	---	---	---	---	---	---	---	---
Cougar Way & Beaumont Ave.	7:13 AM	8:23 AM	9:31 AM	10:39 AM	11:47 AM	12:55 PM	2:03 PM	3:11 PM	4:19 PM	5:27 PM	---
Pennsylvania Ave & 8th St.	7:25 AM	8:33 AM	9:41 AM	10:49 AM	11:57 AM	1:05 PM	2:13 PM	3:21 PM	4:29 PM	5:37 PM	---
Arrive Beaumont Walmart	7:35 AM	8:43 AM	9:51 AM	10:59 AM	12:07 PM	1:15 PM	2:23 PM	3:31 PM	4:39 PM	5:47 PM	---



10. **Enhance connectivity with Banning Transit and RTA.** It can be difficult to coordinate connections between different transit providers when routes do not operate on the same headways or serve the transfer point at the same time each trip. While Beaumont Transit has historically operated on a clockface schedule, the recommendations included in Phase I to improve service reliability and on-time performance would take two of the three routes off a clockface schedule. RTA Route 31 does not serve the Walmart stop at consistent intervals. For example, it provides northbound service every 68 to 73 minutes, and southbound service every 65 to 78 minutes¹. Banning Transit Route 1 operates on a clockface schedule, but Routes 5 and 6 do not. Routes 5 and 6, however, include a 10-minute layover at the hospital, while Route 1 does not.

With all these moving parts, it is impossible to provide seamless connections both within Beaumont Transit and with other operators. Returning Beaumont Transit to a clockface schedule would improve connectivity by providing service to key connection points at a specific time each hour as well as facilitating timed-transfers between routes. However, the more consistent the Beaumont Transit schedule, the easier the trip planning and better the connectivity. As noted in Recommendation 4 under Phase I, the current routes do not have enough time in the schedule to operate on a clockface schedule. Therefore, future route adjustments should focus on returning to a clockface schedule, even if the routes themselves must be redesigned in order to keep the routes under a 50- to 60-minute running time. This option is discussed under Phase III.

The City already has existing interagency fare agreements with the City of Banning and RTA.

Fiscal impact:
 None.

11. **Bus Stop Improvement Plan.** Building on the bus stop placement policy identified in Recommendation 5, a Bus Stop Improvement Plan (BSIP) will provide recommendations for improving amenities and conditions at bus stops in Beaumont. The BSIP would include an inventory of all bus stops served by Beaumont Transit, including location, existing condition and amenities, and signage. It would then include a plan for purchasing and installing amenities such as shelters, benches, trash cans, lighting, etc. at bus stops based on activity level and addressed across a ten-year period.

Fiscal impact:

This recommendation includes an annual budget for bus stop improvements and the addition of bus stop amenities.

Exhibit 17 Recommendation #11 – Fiscal Impact

	FY 2022	FY 2023	FY 2024	FY 2025
Bus stop improvements	\$10,000	\$10,000	\$10,000	\$10,000
Bus stop amenities	\$20,000	\$20,000	\$20,000	\$20,000
Total	\$30,000	\$30,000	\$30,000	\$30,000

¹ RTA Route 31 was only operating a Sunday schedule at the time this report was prepared.

Phase III: Longer-Term Recommendations (January 1, 2023 – June 30, 2025)

Phase III includes longer-term recommendations which may require a significant amount of time to implement due to complexity or capital considerations. They build upon the recommendations included in Phases I and II, but are not dependent upon the implementation of prior recommendations. Planning for the final two recommendations can be started at any point during the first three years of this planning horizon.

12. **Expand local service to include emerging residential neighborhoods.** Ideally, this recommendation would be included under Phase II. However, we believe incorporating service to this area as part of a larger route redesign would be more effective than attempting to extend service on an existing route. Given additional time is needed to operate the existing routes on time, adding service to an existing route would reduce service frequency further. The revised local routes discussed in Recommendation 13 incorporate service to new residential neighborhoods in the northeastern portion of Beaumont. A new route serving the eastern portion of the city could travel north on Highland Springs Ave. before turning west on Cougar Way, then south on Cherry Ave. This route would directly connect residential areas with San Gorgonio Middle School, Civic Center, and San Gorgonio Hospital, and could offer timed transfers at the Civic Center.

Fiscal impact:

Included under Recommendation #13.

13. **Realign routes to provide timed-transfers at a more centralized transfer location.** Beaumont Transit currently uses the Walmart and San Gorgonio Hospital as transfer locations for both intra-system transfers and intra-agency transfers. However, given its location at the extreme southeastern portion of the service area, this requires all routes to navigate along the same route segment, and resulting in longer travel times for routes to reach the northern and western portions of Beaumont. While the Walmart location includes a bus pull-out, it does not feature access to restrooms for driver breaks. During the ridecheck, we observed drivers using the restroom at the hospital. Buses typically dwell to the south of the bus stop and do not block the northbound traffic lane. This provides sufficient space for the bus to move into the left turn lane before reaching the intersection. (Banning Transit buses turn right upon departing the hospital, and may block the right turn only lane.)

One option the City should consider is relocation of the primary intra-system transfer location to the Beaumont Civic Center. With existing stops located on both sides of E. 6th Street (at the Civic Center and Wells Fargo) and with nearly 300 feet of red curbing, this location would also offer access to restrooms. Given its more central location, routes could more efficiently serve different sectors of Beaumont while maintaining service to Walmart and the hospital (and connectivity with Banning). In addition, its proximity to the location of the new transit operations facility would minimize deadhead time and allow for easier vehicle and driver swaps. Both CommuterLink routes already serve this location as well as Walmart.

Another strategy that would optimize service delivery and facilitate timed-transfers would be to realign the local routes. This could be done by eliminating the Casino Morongo portion of Route 2. Employing no more than a 50-minute headway for each local route and a 10-minute layover/recovery period at the Civic Center would significantly enhance connectivity. A separate Casino Morongo route could be added to replace the service being removed from Route 2 as well as eliminate that portion of CommuterLink 120. This route could also run on a 60-minute frequency, allowing it to “pulse” at the transfer point at the same time as the local routes.

We recommend this routing realignment be conducted in concert with two “trigger” points: 1) the completion of the new transit operations and maintenance facility, and 2) the introduction of battery-electric buses. Postponing this significant transition until both trigger points have been reached will enable the City to incorporate the desired level of service to the new transit facility (some service will be necessary given administrative offices will be located there) as well as accommodate the charging needs of battery-electric vehicles.

Examples of potential new routes are included on the following pages. Three local routes (East, West, and South) would serve separate portions of Beaumont and offer timed-transfers at the Civic Center. A separate Casino Morongo route would take over the aforementioned portions of Route 2 and CommuterLink 120.

Exhibit 18 Potential Local Route Network

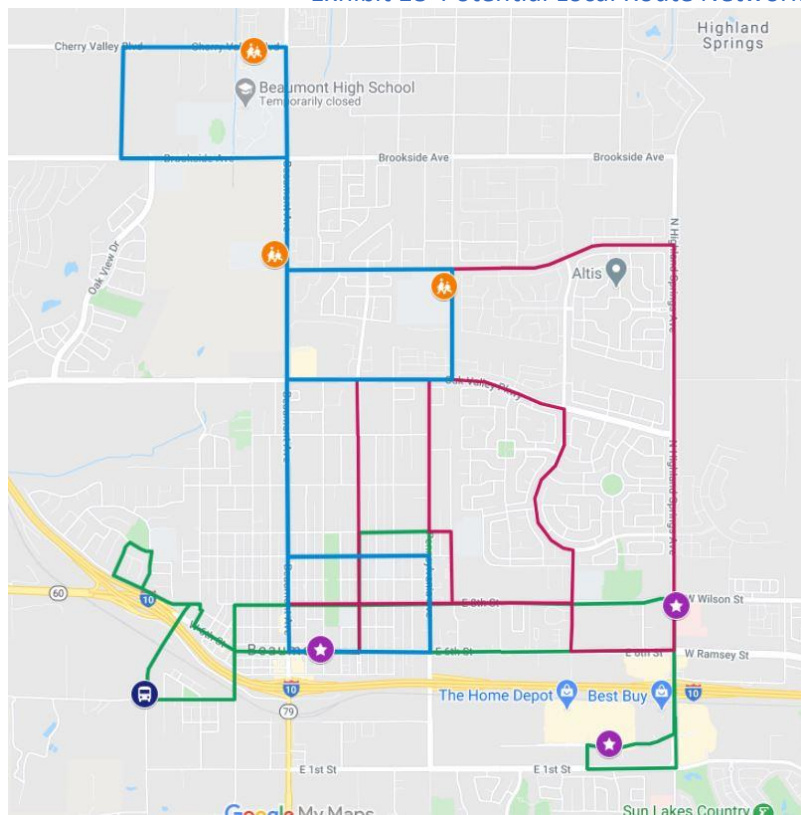


Exhibit 93 Potential South Route

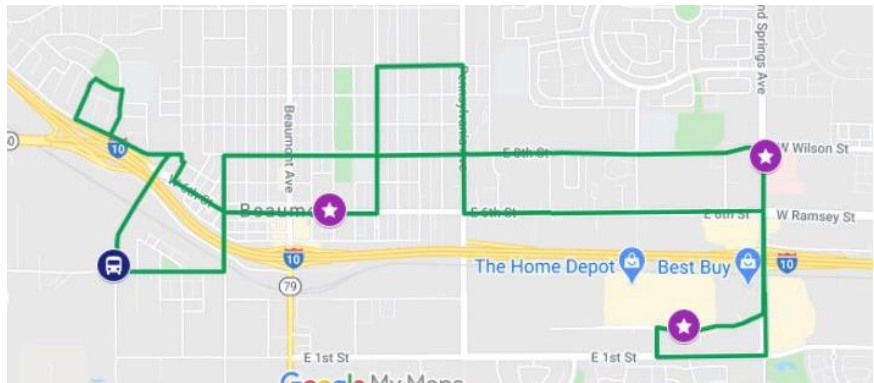


Exhibit 20 Potential East Route



Exhibit 21 Potential West Route

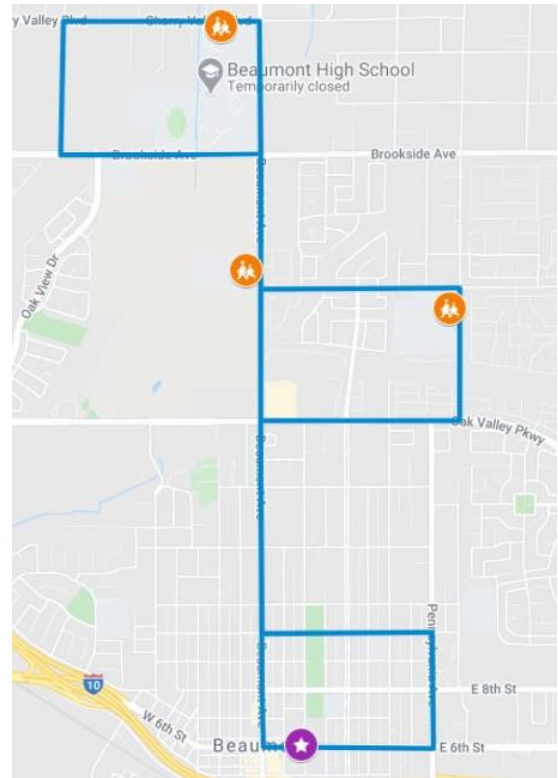
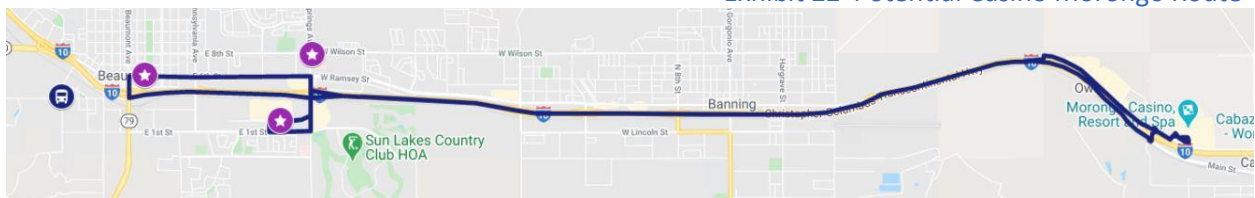


Exhibit 22 Potential Casino Morongo Route



Fiscal impact:

This recommendation would increase overall service hours by nearly nine percent, and would also incur additional capital costs for the establishment of new bus stops. The cost estimate assumes the new system would be implemented in FY 2023/24, with funding for bus stops needed the prior fiscal year.

Exhibit 23 Recommendation #13 – Fiscal Impact

	Annual cost
Recommendation #13 – Operating cost	\$3,300,581
Recommendation #13 – Capital costs (bus stop signage, poles, etc.)	\$26,000
Total	\$3,325,581

14. **Transition to an alternative fuel transit fleet and infrastructure.** The City’s current fixed-route fleet includes a combination of gasoline- and CNG-powered vehicles. All paratransit vehicles are gasoline-fueled. CNG vehicles must be fueled after-hours in Hemet, Moreno Valley, and/or Redlands, which contributes to additional mileage accrual. Gasoline vehicles are fueled at various commercial gas stations throughout the city, but primarily at a fleet fueling station located near Highland Springs Avenue. Replacement of the three gasoline-fueled paratransit vehicles (all of which are ten years old with more than 330,000 miles) with CNG-fueled vehicles was budgeted for FY 2019/20.

The City is currently planning the funding and construction of a CNG station and new administrative, fleet maintenance, and operations facility co-located at Viele Avenue and Fourth Street. This will concentrate all administrative, maintenance, fueling, and vehicle storage activities in one area. The CNG station is expected to be completed by December 2021, while the administrative, maintenance, and operations facility will be completed by June 2023. The current capital plan, as discussed in the City’s 2019 Short Range Transit Plan, involves beginning the transition to battery-electric buses as the gasoline-fueled vehicles are replaced. Given the age of the gas-fueled vehicles (between nine and 12 years old), should any need to be replaced within the next couple of years, they can be replaced by battery-electric vehicles, as the electric vehicle charging station (located in the Civic Center parking lot) is currently operational.

A formal fleet replacement plan would include the City’s definition of useful life for each asset type, project the likely replacement year for all rolling stock, and detail its plan for transition to battery-electric vehicles. Depending on the types of vehicles to be purchased, the City should also determine what kind of impact vehicle charging needs will have on its current route and scheduling structure.

Fiscal impact:

We anticipate fleet replacement incurring \$1,060,000 in capital costs between FY 2021/22 and FY 2024/25.



15. **Introduce technology so as to offer predictive arrival features.** Providing real-time information to riders can significantly increase customer satisfaction as well as improve reliability. It can also help decrease the number of call center inquiries regarding the status of individual routes. In order to offer customer-facing real-time information, GPS-based Automatic Vehicle Location (AVL) technology is required. AVL technology provides benefits to both the transit provider and the transit rider. The transit provider can monitor on-time performance using the geographic data together with the scheduled and actual time at each stop. AVL technology is available as part of a unified software platform supporting operations and maintenance, such as Avail Technologies and Ecolane. Other platforms, such as Swiftly, provide Software as a Service (SaaS) which offer vehicle tracking and trip planning.

AVL can be combined with predictive arrival technology to offer real-time service information. Predictive arrival technology is typically tied to a mobile app, which updates vehicle arrival times based on actual performance even if a trip gets off schedule. Platforms include Nextbus, myStop, OneBusAway, and TripShot.

While the City’s existing Doublemap platform may offer an alternative to introducing additional technology, it must be both up to date and effectively promoted. The only link on the City’s webpage is a text link in the sidebar titled “Where’s the Bus?” There is no information about how to use the feature. If the City prefers to continue use of this feature, it should launch a marketing campaign to educate riders on how to use it.

Fiscal impact:

We estimated costs for real-time technology using a recent cost proposal for the City of Banning. Costs for the first year (which include several one-time costs for hardware and software set-up) are estimated at approximately \$27,000, while costs for subsequent years would be about 25 percent lower. Costs for updating and promoting Doublemap would be significantly lower.

Operations Plan

The Operations Plan reflects all recommendations identified in the preceding section. It includes three components: Financial Plan, Capital Plan, and Implementation Plan. The Financial Plan sets forth a series of assumptions used in the development of the Plan. The Capital Plan focuses on capital components, including those that are already planned/programmed as well as those arising from this Action Plan. Finally, a comprehensive Implementation Plan details the steps required for implementing each of the recommendations contained herein as well as a timeline for doing so.

Financial Plan

The Financial Plan uses the status quo (baseline) budget developed as part of Technical Memo #2 and applies the fiscal effects of the recommendations contained herein. The Financial Plan is based on the following assumptions:

- The Financial Plan utilizes the most current information available at the time it was prepared.
- LTF Emergency Contingency Funds will not continue past FY 2019/20.
- Interest and Other Income is expected to increase at a rate of one percent per annum.
- TDA Article 4 (LTF) funds are expected to increase at a rate of two percent per annum.
- Farebox revenues will be significantly lower in FY 2020/21 due to planned free-fare programs. Farebox revenues following the proposed fare increase are estimated based on Beaumont Transit's ability to return to full service and retain ridership as it recovers from the COVID-19 pandemic. Following the fare increase, fare revenues are expected to increase at a rate of three percent per annum.
- Future vehicle purchases are expected to be funded using State Transit Assistance funds.
- A per-hour operating cost of \$110.36 is used for estimating initial costs during FY 2020/21. This rate is increased by three percent per annum to adjust for cost increases.
- Recommendation #1 budgets up to 60 hours per month, for a period of six months, to be used to provide supplemental service to address issues related to capacity constraints due to social distancing measures.
- Recommendation #2 assumes Routes 7 and 9 will be eliminated and reduces their cost to operate from the budgeted operating expenses.
- Recommendation #3 budgets up to four hours per month to dispatch an additional vehicle to take over a route due to late running caused by unforeseen circumstances. This covers six months during FY 2020/21 and 12 months during subsequent years.
- Recommendation #4 increases fixed-route vehicle service hours by 170.76 VSH annually as part of the adjustments to improve on-time performance. It would be implemented during FY 2020/21. The budgeted amount for FY 2020/21 also includes costs to update service information.
- Recommendation #5 is not expected to have a financial impact.
- Recommendation #6 is not expected to have a financial impact.
- Recommendation #7 adjusts fare revenue as discussed in Technical Memo #2, taking into account fare elasticity as well as reductions in fare revenue due to COVID. The fare increase would be implemented during FY 2021/22.

- Recommendation #8 assumes employers would cover 50 percent of operating costs for Amazon-area shuttle operating two trips per day, seven days a week. This service would be implemented in FY 2021/22.
- Recommendation #9 is expected to be accomplished within the footprint of an existing route. As such, there is no separate financial impact. It would be implemented when administrative offices are relocated to the new transit operations facility.
- The financial impact of Recommendation #10 cannot be estimated or budgeted for at this time.
- Recommendation #11 includes capital costs for ongoing bus stop improvements.
- All costs related to Recommendation #12 are included within Recommendation #13.
- Recommendation #13 proposes a significant route redesign expected to increase the total vehicle service hours by nine percent annually. A capital component is also included for the installation of additional bus stops. This recommendation would be implemented beginning in FY 2023/24, though the capital component may take place during the latter part of FY 2022/23. The budgeted amount for FY 2023/24 also includes costs to update service information.
- Recommendation #14 offers a vehicle replacement plan during the five-year planning horizon. Future vehicle costs (not currently programmed) are based on average anticipated costs for individual vehicle types, adjusted for inflation at three percent per annum. Vehicles not slated for replacement during the five-year period are not budgeted.
- Recommendation #15 budgets for a modest real-time technology program similar to that purchased by the City of Banning (i.e., Swiftly). It would be implemented in FY 2023/24. If the City determines the existing Doublemap platform provides the level of technology it needs, this cost would be largely eliminated.



Exhibit 24 Financial Plan

Item	Budget					
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Operating revenues						
Interest and other income	\$6,200	\$6,262	\$6,325	\$6,388	\$6,452	\$6,516
LCTOP	\$16,899	\$0	\$0	\$0	\$0	\$0
TDA Article 4 - Transit	\$2,735,230	\$2,789,935	\$2,845,733	\$2,902,648	\$2,960,701	\$3,019,915
LTF Emergency Contingency Funds	\$154,000	\$0	\$0	\$0	\$0	\$0
Farebox revenue (status quo)	\$127,000	\$90,950	\$0	\$0	\$0	\$0
Fare revenue (Recommendation #7)	\$0	\$0	\$239,680	\$246,870	\$254,277	\$261,905
Employer contribution (Recommendation #8)	\$0	\$0	\$19,865	\$20,262	\$20,668	\$21,081
Transfer in for FBRR	\$0	\$0	\$27,715	\$25,963	\$52,445	\$51,016
Total operating revenues	\$3,039,329	\$2,887,147	\$3,139,318	\$3,202,132	\$3,294,542	\$3,360,433
Capital revenues						
State Transit Assistance	\$2,840,000	\$5,200,000	\$5,000,000	\$401,000	\$415,000	\$412,000
Proposition 1B	\$0	\$0	\$0	\$0	\$0	\$0
State of Good Repair	\$0	\$59,290	\$0	\$0	\$0	\$0
LCTOP	\$129,943	\$0	\$0	\$0	\$0	\$0
MSRC	\$0	\$0	\$0	\$0	\$0	\$0
Reprogrammed	\$100,000	\$0	\$0	\$0	\$0	\$0
Total capital revenues	\$3,069,943	\$5,259,290	\$5,000,000	\$401,000	\$415,000	\$412,000
Total revenues	\$6,109,272	\$8,146,437	\$8,139,318	\$3,603,132	\$3,709,542	\$3,772,433

Exhibit 24 Financial Plan (continued)

Item	Budget					
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Operating expenses (status quo)						
Salaries and wages	\$2,146,742	\$2,189,677	\$2,233,470	\$2,278,140	\$0	\$0
Supplies and services	\$188,653	\$192,426	\$196,275	\$200,200	\$0	\$0
Vehicle maintenance	\$154,419	\$157,507	\$160,657	\$163,870	\$0	\$0
Allocated vehicle maintenance	(\$53,615)	(\$54,688)	(\$55,781)	(\$56,897)	\$0	\$0
Fuel	\$312,180	\$318,424	\$324,792	\$331,288	\$0	\$0
Planning/studies	\$125,000	\$0	\$0	\$0	\$0	\$0
Administrative overhead	\$102,000	\$104,040	\$106,121	\$108,243	\$0	\$0
Total operating expenses (status quo)	\$2,975,379	\$2,907,386	\$2,965,534	\$3,024,845	\$0	\$0
Cost of operating recommendations						
Recommendation #1 (Phase I)	\$0	\$39,800	\$0	\$0	\$0	\$0
Recommendation #2 (Phase I)	\$0	(\$94,556)	(\$96,447)	(\$98,376)	\$0	\$0
Recommendation #3 (Phase I)	\$0	\$3,973	\$8,184	\$8,430	\$0	\$0
Recommendation #4 (additional cost) (Phase I)	\$0	\$11,922	\$18,845	\$19,410	\$0	\$0
Recommendation #8 (Phase II)	\$0	\$0	\$39,730	\$40,525	\$41,335	\$42,162
Recommendation #13 (Phase III)	\$0	\$0	\$0	\$0	\$3,300,581	\$3,363,023
Total cost of recommendations	\$0	(\$38,861)	(\$29,688)	(\$30,011)	\$3,341,916	\$3,405,184
Total operating expenses	\$2,975,379	\$2,868,525	\$2,935,846	\$2,994,833	\$3,341,916	\$3,405,184





Exhibit 24 Financial Plan (continued)

Item	Budget					
	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Capital expenses (status quo)						
CNG station	\$1,500,000	\$200,000	\$0	\$0	\$0	\$0
Transit security	\$0	\$0	\$0	\$0	\$0	\$0
Type H EZ Rider II vehicle replacement	\$0	\$0	\$0	\$0	\$0	\$0
Maintenance facility modernization	\$0	\$0	\$0	\$0	\$0	\$0
Administrative, operations, and maintenance facility	\$500,000	\$5,000,000	\$0	\$0	\$0	\$0
Brand and logo update	\$100,000	\$0	\$0	\$0	\$0	\$0
Passenger amenities	\$129,943	\$0	\$0	\$0	\$0	\$0
Shop tools	\$40,000	\$0	\$0	\$0	\$0	\$0
Ford F350 Entourage Type E cutaway replacement (CNG)	\$233,333	\$0	\$0	\$0	\$0	\$0
Ford F350 Entourage Type E cutaway replacement (CNG)	\$233,333	\$0	\$0	\$0	\$0	\$0
Ford F350 Entourage Type E cutaway replacement (CNG)	\$233,333	\$0	\$0	\$0	\$0	\$0
Electric vehicle charging station	\$100,000	\$0	\$0	\$0	\$0	\$0
Electric vehicles, buses, and infrastructure	\$0	\$0	\$5,000,000	\$0	\$0	\$0
Total capital expenses (status quo)	\$3,069,942	\$5,200,000	\$5,000,000	\$0	\$0	\$0
Cost of capital recommendations						
Recommendation #11 (Phase II)	\$0	\$0	\$30,000	\$30,000	\$30,000	\$30,000
Recommendation #13 (Phase III)	\$0	\$0	\$0	\$26,000	\$0	\$0
Recommendation #14 (Phase III)	\$0	\$0	\$0	\$345,000	\$355,000	\$360,000
Recommendation #15 (Phase III)	\$0	\$0	\$0	\$0	\$30,000	\$22,000
Total cost of recommendations	\$0	\$0	\$30,000	\$401,000	\$415,000	\$412,000
Total capital expenses	\$3,069,942	\$5,200,000	\$5,030,000	\$401,000	\$415,000	\$412,000
Total expenses	\$6,045,321	\$8,068,525	\$7,965,846	\$3,395,833	\$3,756,916	\$3,817,184
Annual surplus (deficit)	\$63,951	\$77,911	\$173,472	\$207,298	(\$47,074)	(\$44,752)



Capital Plan

The capital plan includes items included within the City’s most recent SRTP as well as capital recommendations arising from this COA. Items identified under FY 2019/20 are as indicated within the SRTP document.

Exhibit 25 Capital Plan

	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
24' Cutaway (CNG) (5)	\$700,000	\$0	\$0	\$0	\$0	\$0
32' Cutaway (Electric) (4)	\$0	\$0	\$0	\$345,000	\$355,000	\$0
33' Cutaway (Electric) (2)	\$0	\$0	\$0	\$0	\$0	\$360,000
CNG station	\$1,500,000	\$200,000	\$0	\$0	\$0	\$0
Transit operations facility	\$500,000	\$5,000,000	\$0	\$0	\$0	\$0
Brand and logo update	\$100,000	\$0	\$0	\$0	\$0	\$0
Passenger amenities	\$129,943	\$0	\$0	\$0	\$0	\$0
Shop tools	\$40,000	\$0	\$0	\$0	\$0	\$0
Electric vehicle charging station	\$100,000	\$0	\$0	\$0	\$0	\$0
Electric vehicles, buses, and infrastructure	\$0	\$0	\$5,000,000	\$0	\$0	\$0
Bus stop improvements (annual)	\$0	\$0	\$10,000	\$10,000	\$10,000	\$10,000
Bus stop amenities (annual)	\$0	\$0	\$20,000	\$20,000	\$20,000	\$20,000
Bus stop signs and poles	\$0	\$0	\$0	\$22,000	\$0	\$0
Bus stop info-post units	\$0	\$0	\$0	\$4,000	\$0	\$0
Technology (real-time arrival software)	\$0	\$0	\$0	\$0	\$30,000	\$22,000
Total	\$3,069,942	\$5,200,000	\$5,030,000	\$401,000	\$415,000	\$412,000

Implementation Plan

The following matrix (Exhibit 26) details the steps required in order to implement each of the recommendations cited above. Each recommendation includes one or more action items, a timeline, and any pre-requisites or “triggers.”





Exhibit 26 Implementation Plan

Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#1 - Support Fall 2020 return to full service.	Phase I	Prepare a policy consisting of steps that can be taken to accommodate demand that cannot be addressed with reduced-capacity buses. This may include deploying a new bus to take over a route or to pick up a single rider that cannot be accommodated onboard. The City must also determine if this is a feasible action for the CommuterLink routes.	Policy should be prepared and decision-makers identified within two weeks of a return to normal operations.	Return to normal operations.
#2 - Work with school district regarding future resumption of Routes 7 and 9.	Phase I	Coordinate with the school district regarding anticipated timelines for a return to in-person classes. Continue to coordinate as social distancing guidance is lifted. The City should also consider whether it wishes to continue to operate school routes in the future.	Discussions with the school district should take place regularly until all students have returned to campus, and as new guidance regarding social distancing is issued.	Return to normal operations, return to in-person schooling, lifting of capacity constraints due to social distancing.
#3 - Improve on-time performance by updating mid-trip fueling, driver break, and other policies.	Phase I	Prepare a policy requiring fueling to be completed prior to going into service or during a layover period where riders are not impacted, if mid-trip fueling is required.	As soon as possible.	None.
#3 - Improve on-time performance by updating mid-trip fueling, driver break, and other policies.	Phase I	Prepare a policy which enables a second vehicle to be deployed when a route falls significantly behind schedule so as to prevent "cascading" late trips through the balance of the day.	As soon as possible.	None.



Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#3 - Improve on-time performance by updating mid-trip fueling, driver break, and other policies.	Phase I	Determine whether stops at the end of a route should be designated as "drop-off only" during the last trip of the day, and revise service information to reflect this.	As soon as possible.	None.
#4 - Improve on-time performance by adjusting schedules.	Phase I	Verify proposed schedules to ensure their accuracy and make minor adjustments where appropriate. Determine there is sufficient space for layovers/recovery time to occur at San Gorgonio Hospital.	As soon as possible.	Return to normal operations.
#4 - Improve on-time performance by adjusting schedules.	Phase I	Update printed service information and website to reflect new schedule.	As soon as possible.	Verify route timing.
#5 - Update the City's Bus Stop Placement Policy.	Phase I	Update the City's Bus Stop Placement Policy.	Second half of FY 2020/21.	None.
#6 - Eliminate service to Calimesa.	Phase II	Notify RCTC and the City of Calimesa at least six weeks prior to the elimination of the Calimesa stops.	Implement the change on or about July 1, 2021. Notify RCTC and Calimesa no later than May 24, 2021.	None.
#7 - Fare adjustment.	Phase II	Finalize the fare schedule for a 20% fare increase.	At least 12 weeks prior to the implementation date (by April 5, 2021).	None.
#7 - Fare adjustment.	Phase II	Notify the public regarding the fare change and hold a public hearing as appropriate.	Conduct any necessary public hearings or notifications no later than May 10, 2021 (eight weeks before implementation).	Finalize fare schedule.
#7 - Fare adjustment.	Phase II	Update service information and website to reflect new fares	As soon as fares are finalized. Available to the public no less than two weeks prior to the fare change.	Finalize fare schedule.

Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#7 - Fare adjustment.	Phase II	Implement new fares.	For ease of recordkeeping, we recommend implementing the fare change as close to the beginning of the fiscal year as possible, on or about July 1, 2021.	Finalize fare schedule, hold public hearing, update service information.
#8 - Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park.	Phase II	Work with Amazon and other employers in the business park to survey employees regarding their propensity to use a scheduled or on-demand shuttle.	Sixteen weeks prior to the proposed shuttle launch, no later than March 1, 2021.	None.
#8 - Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park.	Phase II	If demand exists, negotiate with employers to subsidize a portion of the operating costs of the shuttle.	Eight weeks prior to the proposed shuttle launch, no later than May 1, 2021.	Meet with employers and conduct employee survey.
#8 - Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park.	Phase II	Finalize the shuttle route, stops, schedule, and fare.	Four weeks prior to the shuttle launch, no later than June 1, 2021.	Negotiate employer subsidy.
#8 - Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park.	Phase II	Market the shuttle to employees at the business park.	Two weeks prior to the shuttle launch, no later than June 14, 2021.	Finalize service details.
#8 - Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park.	Phase II	Launch the shuttle service.	Launch the shuttle service on or about July 1, 2021.	Market shuttle to employees.



Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#8 - Enhance commute options for persons employed in the Crossroads Logistics Center/Rolling Hills Business Park.	Phase II	Evaluate ridership and other performance metrics regularly.	Evaluate the program after two, four, and six weeks of operation, then at least monthly thereafter.	Launch employer shuttle.
#9 - Integration of the new transit operations and maintenance center into the route.	Phase II	Once a date for the relocation of the administrative offices to the new facility has been finalized, identify a date to introduce the proposed extension to Route 4.	Dependent upon construction timeline of the new facility.	Complete new transit facility.
#9 - Integration of the new transit operations and maintenance center into the route.	Phase II	Finalize timing and routing for Route 4 extension.	Four weeks prior to the route change.	Identify implementation date.
#9 - Integration of the new transit operations and maintenance center into the route.	Phase II	Notify the public regarding the route change at least two weeks prior to its implementation.	Two weeks prior to the route change.	Finalize timing and routing.
#9 - Integration of the new transit operations and maintenance center into the route.	Phase II	Update service information and website to reflect the route revision.	Two weeks prior to the route change.	Notify the public.
#10 - Enhance connectivity with Banning Transit and RTA.	Phase II	Meet with RTA and Banning Transit to identify ways to offer better connectivity between transit services.	During FY 2021/22.	None.
#10 - Enhance connectivity with Banning Transit and RTA.	Phase II	Identify a date to implement coordination measures.	During the second half of FY 2021/22 or the first half of FY 2022/23.	Meet with Banning and RTA.
#10 - Enhance connectivity with Banning Transit and RTA.	Phase II	If appropriate, prepare inter-agency agreements for approval by the various governing bodies.	At least 12 weeks prior to implementation.	Identify implementation date.



Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#10 - Enhance connectivity with Banning Transit and RTA.	Phase II	Update service information and website to reflect new policies and practices.	Two weeks prior to implementation.	Prepare interagency agreements.
#11 - Bus Stop Improvement Plan.	Phase II	Create or update an inventory of existing bus stops, including documenting condition and amenities at each stop.	FY 2021/22.	None.
#11 - Bus Stop Improvement Plan.	Phase II	Prioritize bus stop improvements based on condition (repair and remediation) and stop activity.	Beginning first quarter of FY 2022/23 and continuing annually.	Bus stop inventory.
#12 - Expand local service to include emerging residential neighborhoods.	Phase III	Included within Recommendation #13.	None.	None.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Determine if the Civic Center is an appropriate central transfer location, or identify another appropriate location.	First quarter of FY 2022/23.	None.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Refine routes and schedules and make adjustments where necessary.	At least 16 weeks prior to launch.	Determine transfer location.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Conduct a public hearing to get feedback on the new routes.	No less than 12 weeks prior to launch.	Refine routes and schedules.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Finalize routes and schedules.	Six weeks prior to launch.	Conduct public hearing.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Prepare new driver bids.	Four weeks prior to launch, or according to internal policies.	Finalize routes and schedules.



Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Promote service changes to riders and the community at-large.	Beginning four weeks prior to launch and continuing post-launch.	Prepare new driver bids.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Install bus stop signs, poles, and other information where new stops exist.	Two weeks prior to launch. Keep signs at new bus stops covered until service launch.	Promote service changes.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Update printed service information and website to reflect new schedule.	Two weeks prior to launch.	Install bus stop signage, etc.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Launch revised service.	For ease of recordkeeping, we recommend implementing the service change as close to the beginning of the fiscal year as possible, on or about July 1, 2023.	Update service information.
#13 - Realign routes to provide timed-transfers at a more centralized transfer location.	Phase III	Remove bus stop amenities at stops no longer being served.	Within two weeks following launch, though signs at inactive stops should be covered just prior to the service change.	Launch revised service.
#14 - Transition to an alternative fuel transit fleet and infrastructure.	Phase III	Prepare a comprehensive fleet replacement plan that takes into account the completion of electric vehicle charging infrastructure.	FY 2022/23.	Preliminary completion schedule for electric vehicle infrastructure.
#15 - Introduce technology so as to offer "predictive arrival" features.	Phase III	Determine if the City needs predictive arrival or other real-time technology beyond Doublemap.	FY 2021/22.	None.



Recommendation	Priority	Action Item	Timeframe	Pre-requisites/"Triggers"
#15 - Introduce technology so as to offer "predictive arrival" features.	Phase III	If no new technology is desired, promote features available through Doublemap.	FY 2021/22.	Determination of whether new technology is desired or needed.
#15 - Introduce technology so as to offer "predictive arrival" features.	Phase III	If new technology is desired, identify potential technology platforms and get quotes from vendors.	FY 2022/23.	Determination of whether new technology is desired or needed.
#15 - Introduce technology so as to offer "predictive arrival" features.	Phase III	Identify a date to launch the real-time function.	Dependent upon funding and other priorities.	Obtain vendor quotes.
#15 - Introduce technology so as to offer "predictive arrival" features.	Phase III	Promote the real-time function.	Four weeks prior to launch and continuing post-launch.	Establish date for implementation.



City of Beaumont

Transit Comprehensive Operational Analysis

Phase 3: Draft 5-Year Action Plan

November 17, 2020



Five-Year Action Plan

- ▶ 15 service and/or program recommendations
- ▶ Operations/Financial/Capital Plans to support implementation



Phasing Approach to Implementation

- ▶ Short-Term: Through June 30, 2021
- ▶ Mid-Term: July 1, 2021 - December 31, 2022
- ▶ Long-Term: January 1, 2023 - June 30, 2025



Recent Beaumont Transit Developments

- ▶ Statewide farebox waiver through June 2021
- ▶ Free-Fare Promotion for all riders (LCTOP grant) through at least December 2020
- ▶ Free-Fare for seniors, persons with disabilities, and veterans for a longer period
- ▶ Postpone resumption of Routes 7 and 9 (school-day service)



Short-Term Recommendations: Through June 2021

- ▶ Support Fall 2020 return to regular (pre-pandemic) service.
 - *Fiscal impact: \$39,280 for supplemental service to expand vehicle capacity due to social distancing*
- ▶ Work with BUSD regarding potential future resumption of Routes 7 and 9
 - *Fiscal impact: \$94,560 annual savings if Routes 7 and 9 are suspended or eliminated*



Short-Term Recommendations: Through June 2021

- ▶ Improve on-time performance by updating mid-trip fueling, driver break, and other policies.
 - *Fiscal impact: \$3,970 for six months of supplemental service to accommodate late trips in FY 2021; \$8,180 for 12 months of supplemental service in FY 2022 and beyond*

- ▶ Improve on-time performance by adjusting/revising schedules.
 - *Fiscal impact: \$18,840 annually for the addition of approximately 171 vehicle service hours*

- ▶ Update the City's bus stop placement policy.
 - *Fiscal impact: None*



Mid-Term Recommendations: July 2021–December 2022

- ▶ Eliminate service to Calimesa.
 - *Fiscal impact: None*

- ▶ Introduce 20% fare adjustment.
 - *Fiscal impact: 12% fare revenue increase during the year of implementation; followed by a 3% annual increase thereafter*



Proposed Fare Schedule

Fare Category	Local		Commuter		Dial-A-Ride	
	Current	Proposed	Current	Proposed	Current	Proposed
Base one-way fare	\$1.25	\$1.50	\$3.50	\$4.25	\$2.00	\$2.40
Reduced one-way fare	\$0.75	\$0.90	\$2.50	\$3.00	-	-
Military veteran fare	\$.75	\$0.90	\$2.50	\$3.00	-	-
Active military fare	Free	Free	Free	Free	-	-
College student fare	Free (MSJC)	\$1.50	-	-	-	-
Personal Care Assistant (with ID)	-	-	-	-	Free	Free
Companion	-	-	-	-	\$3.00	\$3.60
Children under 46" tall	\$0.25	\$0.30	\$2.50	\$3.00	\$3.00	\$3.60
Route deviation	\$0.50	\$0.60	-	-	-	-
Day pass - base fare	\$3.10	\$3.75	\$8.00	\$9.50	-	-
Day pass - reduced fare	\$1.90	\$2.25	\$6.00	\$7.25	-	-
Day pass - military veteran	\$1.90	\$2.25	\$6.00	\$7.25	-	-
Day pass - child	-	-	\$6.00	\$7.25	-	-
10-ride pass - base fare	\$12.50	\$15.00	\$31.50	\$37.75	\$18.00	\$21.50
10-ride pass - reduced fare	\$7.50	\$9.00	\$22.50	\$27.00	-	-
10-ride pass - military veteran	\$7.50	\$9.00	\$22.50	\$27.00	-	-
10-ride pass - child	-	-	\$22.50	\$27.00	-	-
31-day pass - base fare	\$39.13	\$47.00	-	-	-	-
31-day pass - reduced fare	\$24.80	\$29.75	-	-	-	-
31-day pass - military veteran	\$24.80	\$29.75	-	-	-	-

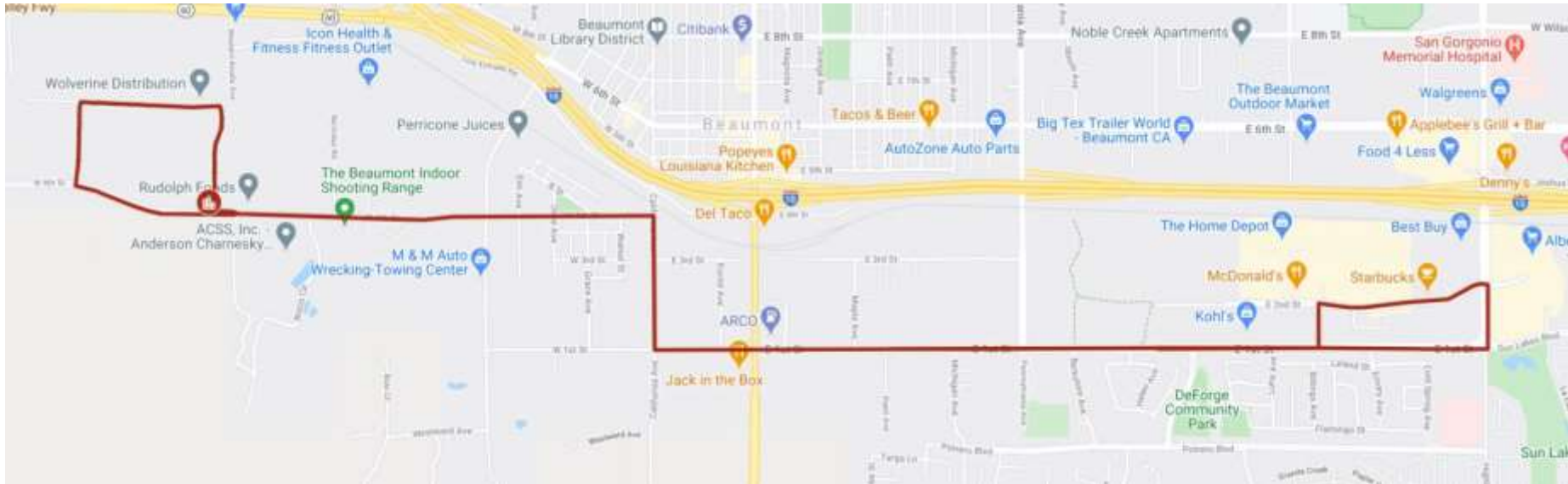
Mid-Term Recommendations: July 2021–December 2022

- ▶ Enhance commute options for persons employed in Crossroads Logistics Center/Rolling Hills Business Park.
 - *Fiscal impact: Annual cost ranges from \$28,140 to \$79,460 depending on number of hours per day and operational days per year*

- ▶ Integration of new Transit Operations and Maintenance Center.
 - *Fiscal impact: None, assuming Route 4 is rerouted to serve the new transit facility within its existing running time*



Potential Amazon Shuttle route



Mid-Term Recommendations: July 2021–December 2022

- ▶ Enhance connectivity with Banning Transit and RTA
 - *Fiscal impact: None*

- ▶ Develop/implement Bus Stop Improvement Plan
 - *Fiscal impact: Annual budget of \$30,000 for bus stop improvements*



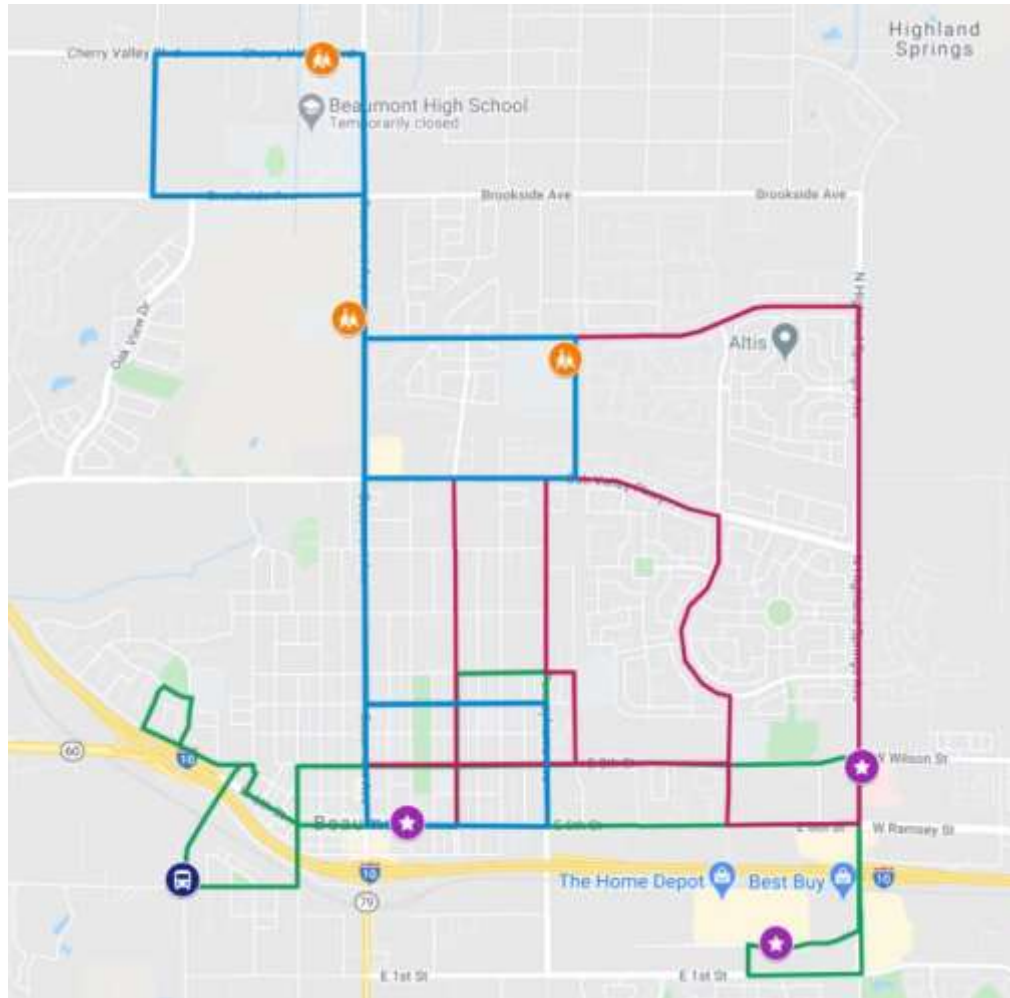
Long-Term Recommendations: January 2023-June 2025

- ▶ Expand service to include emerging neighborhoods
 - *Fiscal impact: None (included in next recommendation)*

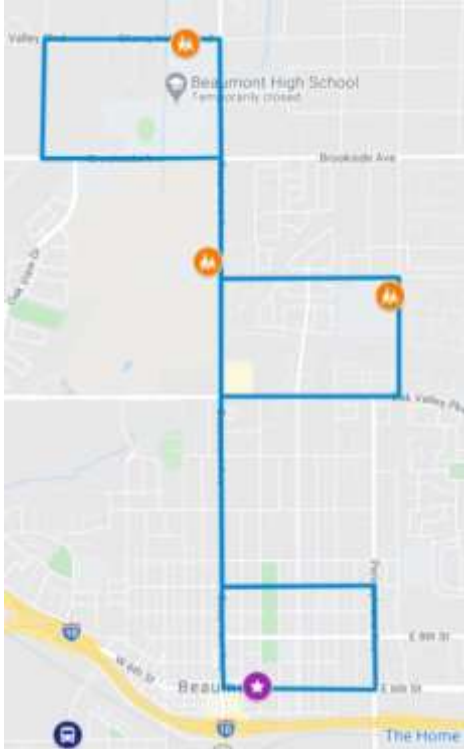
- ▶ Realign routes to provide time-transfers at more central location (Civic Center)
 - *Fiscal impact: Increases overall annual vehicle service hours by nine percent, plus approximately \$26,000 in capital costs for bus stop construction/installation*



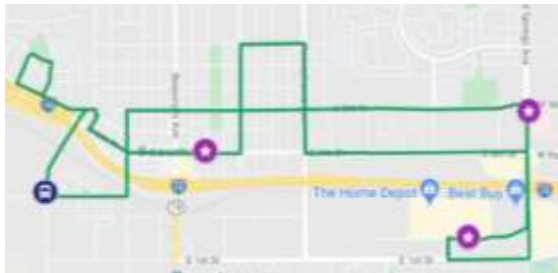
Proposed New Local Route Network



Proposed New Local Routes



West Route



South Route



East Route



Casino Morongo Route



Long-Term Recommendations: January 2023-June 2025

- ▶ Transition to alternative fuel fleet and supporting infrastructure
 - *Fiscal impact: Fleet replacement capital costs of \$1,060,000 between FY 2022 and FY 2025*

- ▶ Introduce “predictive arrival” customer-facing technology
 - *Fiscal impact: Setup cost of \$27,000 for first year if new technology is desired; significantly lower to continue with Doublemap*



Questions/Discussion





Staff Report

TO: City Council

FROM: Rey Santos, Mayor

DATE: November 17, 2020

SUBJECT: **Authorize Funding to the Beaumont Chamber and Negotiation of a Memorandum of Understanding between the City of Beaumont and the Beaumont Chamber of Commerce**

Background and Analysis:

In response to the COVID-19 pandemic, the City of Beaumont has successfully extended its assistance to the small business community. Through the creation of the Beaumont Business Assistance Program (BAP) a total of 24 pandemic impacted businesses each received a grant award of \$3,000. City Council budgeted \$141,000 for the BAP grant program and a balance of \$69,000 is remaining after the grant awards.

The Beaumont Chamber of Commerce (Chamber) is a part of the local business community whose mission is to promote local businesses. This non-profit agency has worked to support businesses that have suffered tremendously as a result of the COVID-19 pandemic. As the local business community has suffered, the Chamber has also suffered, and I appeal to the City Council to provide a helping hand by providing \$20,000 in financial support in the form of a City grant. This grant would be paid in two installments of \$10,000 with the first payment being made by December 31, 2020, and the remaining payment made in the first quarter of 2021. This allocation to the Chamber would be funded from the remaining BAP balance.

I also propose that the City Council condition any grant award on the successful negotiation of a memorandum of understanding (MOU) with the Chamber. The MOU must provide for the addition of a member of the City Council, preferably the mayor, as a permanent, full member of the Chamber Board.

Fiscal Impact:

A budget amendment to reallocate \$20,000 from the remaining Beaumont Business Assistance Program would be required within the General Fund. This would have a net impact of \$0 on the General Fund.

Recommended Action:

It is recommended that the City Council award a grant in the amount of \$20,000 to the Beaumont Chamber of Commerce with the condition that a memorandum of understanding is negotiated that provides for the appointment of the Beaumont Mayor to the Chamber Board.



ANGIE ARCILLA
arcilla@sbemp.com
FIRM ASSISTANT TO ROXANN VOTAW

REPLY TO:
Palm Springs, California

November 12, 2020

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 10/31/2020

TOTAL DUE: \$64,794.70

Sincerely,
SBEMP, LLP

By: Angie Arcilla

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

Palm Springs, CA
T (760) 322-2275

Indian Wells, CA
T (760) 322- 9240

Costa Mesa, CA
T (714) 435-9592

San Diego, CA
T (619) 501-4540

Princeton, NJ
T (609) 955-3393

New York, NY
T (212) 829-4399

www.sbemp.com
www.sbemp.com

SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Kritzberger

Professional services through: 10/31/2020:

Invoice # 60654

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$632.50</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 436-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue,
San Diego, California 92101
Tel. (619) 501-4540

www.sbemp.com

SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 10/31/2020:

Invoice # 60655

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$2,582.50</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (800) 955-3393 • Fax (800) 520-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

www.sbemp.com

SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 10/31/2020:

Invoice # 60658

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,667.50

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue,
San Diego, California 92101
Tel. (619) 501-4540

www.sbemp.com

SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through: 10/31/2020;

Invoice # 60660

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$9,917.10

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

www.sbemp.com

SBEMP

A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*TalleyAguirre

Professional services through: 10/31/2020:

Invoice # 60662

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$220.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9692 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

www.sbemp.com

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A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 10/31/2020:

Invoice # 60663

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,172.50

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

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A T T O R N E Y S

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Urban Logic

Professional services through: 10/31/2020:

Invoice # 60664

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$13,649.50</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Wallis Receiv

Professional services through: 10/31/2020:

Invoice # 60665

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$55.00</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

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Costa Mesa, California 92628
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
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Fed. ID #33-0833010
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Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 10/31/2020:

Invoice # 60667

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$717.00

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 956-3393 • Fax (609) 520-8731

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Palm Springs, CA 92262
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Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Legacy HP

Professional services through: 10/31/2020:

Invoice # 60668

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$788.70</u>

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1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

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1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 10/31/2020:

Invoice # 60677

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$21,892.40

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
Costa Mesa, California 92626
Tel. (714) 435-9592 • Fax (714) 850-9011

103 Carnegie Center Blvd., Ste. 101
Princeton, New Jersey 08540
Tel. (609) 955-3393 • Fax (609) 620-8731

2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

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1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

November 3, 2020

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 10/31/2020:

Invoice # 60678

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$7,500</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

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