



Agenda
City of Beaumont City Council Meeting
Closed Session 5:00 PM
Regular Session 6:00 PM

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

550 E. 6th Street, Beaumont, Ca
Tuesday, November 19, 2019

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

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

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

Page

CLOSED SESSION

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

1. Public Comments Regarding Closed Session
2. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): One

Case Involving Potential Litigation to Challenge Assembly Bill 68

3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1): One Case - Angela Santa Cruz, Individually and as Guardian Ad Litem for M.L.V., a Minor v. City of Beaumont et. al., USDC Case No. 2:18-CV-08427

4. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives City Manager Todd Parton and Administrative Services Director Kari Mendoza. Employee Organizations:
Police Management
Managers/Professional/Technical as Individuals

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER

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

Report out from Closed Session:

Action on any Closed Session items:

Action on any requests for excused absence:

Pledge of Allegiance:

Approval/Adjustments to Agenda:

Conflict of Interest Disclosure:

ANNOUNCEMENTS/RECOGNITIONS/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

[CC Minutes 11.05.19](#)

9 - 15

2. **Ratification of Warrants** 17 - 31
[Warrants dated 10.31.19](#)
3. **Second Reading and Adoption of an Ordinance for a Pavement Moratorium on Newly Surfaced Streets** 33 - 40
 Recommended Council Action(s):
 1. Waive the second full reading and adopt by title only, "An Ordinance of the City of Beaumont for a Moratorium on Pavement Cuts on Recently Resurfaced Streets."
[Staff Report - Html](#)
[Attachment A - Ordinance for Pavement Moratorium](#)
4. **Final Approval of Tract Map No. 37427 for Pardee Homes Located within the Sundance Development** 41 - 50
 Recommended Council Action(s):
 Staff recommends that the City Council approve Final Tract Map No. 37427 as it is in substantial conformance with the approved tentative tract map.
[Staff Report - Pdf](#)
[Attachment A - Final Tract Map 37427](#)
5. **Authorize the Purchase of a Ford Fusion Energi Plug-In Hybrid for Solid Waste & Recycling with Fairview Ford in the Amount Not to Exceed \$33,000** 51 - 61
 Recommended Council Action(s):
 1. Approve and authorize the issuance of a purchase order to Fairview Ford for the purchase of one (1) Ford Fusion Energi Plug-In Hybrid in the amount of \$32,007.27.
[Staff Report - Html](#)
[Attachment A - Vehicle comparisons](#)
6. **Request for Destruction of Retention Met Records** 63 - 70
 Recommended Council Action(s):
 1. Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing Destruction of Certain Records in Accordance with the Records Retention Schedule Adopted by City Council."
[Staff Report - Html](#)
[Resolution for Destruction of Records](#)
[List of Documents](#)
7. **September Financial Reports** 71 - 77
 Recommended Council Action(s):
 Receive and file.
[Staff Report - Html](#)
[2019-09-30 Financial Reports](#)

8. Continued Public Hearing and First Reading for Consideration of Proposed Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities 79 - 130

Recommended Council Action(s):

1. Conduct the continued public hearing, and
2. Waive the first full reading and approve by title only, "An Ordinance of the City of Beaumont Approving an Amendment and Addition to the City of Beaumont Municipal Code Pertaining to the Regulation of Wireless Telecommunication Facilities: Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Adding Chapter 17.18 'Wireless Telecommunications Facilities,' of the Beaumont Municipal Code."

[Staff Report - Html](#)

[Attachment A - Draft Ordinance](#)

[Attachment B - November 5, 2019 Staff Report](#)

[Attachment C - Proof of Publication](#)

9. Public Hearing and Consideration of Adoption of an Ordinance Extending Interim Ordinance No. 1111 for a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards for an Additional Ten Months and Fifteen Days 131 - 161

Recommended Council Action(s):

1. Hold a Public Hearing; and
2. Waive the full reading and adopt by title only, "Ten Month and Fifteen Day Extension of Ordinance No. 1111 Being an Interim Urgency Ordinance of The City of Beaumont, Enacting A Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Automobile Parking Facilities, Truck Stops and Terminals and Building Storage Yards, Pursuant to Government Code Section 65858."

[Staff Report - Html](#)

[Attachment A - Extension of Interim Urgency Ordinance Storage Parking](#)

[Attachment B - 1111 - Interim Urgency Ordinance Storage Parking](#)

[Attachment C - October 1, 2019 Staff Report](#)

[Attachment D - October 15, 2019 Staff Report](#)

[Attachment E - EDSP Goals](#)

10. Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll 163 - 169

Recommended Council Action(s):

1. Hold a Public, and
2. Waive the full reading and approve the first reading by title only,

"An Ordinance Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges On The Tax Roll."

[Staff Report - Html](#)

[Attachment A - Proposed Ordinance Amending Solid Waste Ordinance](#)

- 11. Public Hearing to Consider an Ordinance to Amend Chapter 15.20 of the Beaumont Municipal Code for the Adoption of the 2019 California Fire Code (California Code of Regulations Title 24, Part 9)** 171 - 188

Recommended Council Action(s):

1. Hold a Public Hearing, and
2. Waive the full reading and approve the first reading by title only, "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations Title 24), Part 9, 2019 California Fire Code with Amendments and Amending Chapter 15.20 'Fire Code,' of the Beaumont Municipal Code."

[Staff Report - Html](#)

[Attachment A - Proposed Ordinance to Amend Chapter 15.20 with the 2019 Fire Code](#)

[Attachment B - Findings](#)

- 12. Public Hearing to Consider an Ordinance Amending Chapter 15 of the Beaumont Municipal Code for the Adoption of the 2019 California Building Standards Code (California Code of Regulations Title 24)** 189 - 204

Recommended Council Action(s):

1. Hold a Public Hearing, and
2. Waive the full reading and approve the first reading by title only "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 with Amendments and Amending Portions of Chapter 15 'Buildings and Construction,' of the Beaumont Municipal Code."

[Staff Report - Html](#)

[Attachment A - Proposed Ordinance to Amend Chapter 15 with the 2019 Building Codes](#)

- 13. Public Hearing and First Reading of an Ordinance Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority** 205 - 212

Recommended Council Action(s):

1. Hold a Public Hearing, and
2. Waive the full reading and approve the first reading by title only, "An Ordinance of the City Council of the City of Beaumont Repealing

Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in Its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line, Formerly Known as the Santa Ana Regional Interceptor."

[Staff Report - Html](#)

[Attachment A - Ordinance](#)

[Attachment B - Notice of Public Hearing](#)

14. Public Hearing and Consider Approval of a Resolution Amending the City's FY19/20-FY23/24 Capital Improvement Plan (CIP) 213 - 319

Recommended Council Action(s):

1. Hold a Public Hearing, and
2. Waive the full reading and approve by title only, "Resolution of the City of Beaumont Making Modification Amendment to the Five-Year Capital Improvement Plan for Fiscal Years 2019/2020 through 2023/2024 Pursuant to the Requirements of California Department of Transportation."

[Staff Report - Html](#)

[Attachment A - Resolution CIP Amendment 1](#)

15. Public Hearing to Award CDBG Funding Requests for 2020-2021 Program Year 221 - 330

Recommended Council Action(s):

1. Hold a Public Hearing,
2. Approve and authorize staff to submit a CDBG application for the Boys & Girls Club of the San Geronio Pass program request of \$20,000 subject to the conditions of the CDBG program provided by Riverside County EDA, and
3. Approve and authorize staff to prepare and submit a CDBG application for the Rangel Park improvements. Additionally, give authority to the City Manager to reduce or increase the amount funded to the projects based on the amount of funding available to the City of Beaumont.

[Staff Report - Html](#)

[BGCSGP 20-21 CDBG Application](#)

[Life Lifters 20-21 CDBG Applic](#)

[COB 20-21 CDBG Application](#)

ACTION ITEMS

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

16. City Sponsorship of the 2020 Beaumont Cherry Festival 331 - 332

Recommended Council Action(s):

1. Approve a sponsorship of the 2020 Beaumont Cherry Festival and authorize payment in the amount of \$100,000 from Account No. 100-1550-7040-0000 (Recreation Programs), and
2. Approve a fee waiver of approximately \$25,000 in costs for police services.

[Staff Report - Html](#)

- 17. Approval of Purchase and Sale Agreements by and between the City of Beaumont and MJC Investment Property I, LLC, for Certain Real Property Located on East Fourth Street, East of Beaumont Avenue** 333 - 375

Recommended Council Action(s):

1. Approve the purchase and sale agreements as presented.

[Staff Report - Html](#)

[Attachment A - 4th Street Properties - General Plan](#)

[Attachment B - 4th Street Properties - Zoning Map](#)

[Attachment C - Aerial 4th Street Properties](#)

[Attachment D - PSA for Northern City Piece](#)

[Attachment E - PSA for Southern City Piece](#)

- 18. Award a Professional Services Agreement to Akel Engineering Group, Inc., for the Development of a Wastewater Master Plan in an Amount Not to Exceed \$324,086** 377 - 470

Recommended Council Action(s):

1. Award a Professional Services Agreement to Akel Engineering Group, Inc., for the Development of a Wastewater Master Plan in an amount not to exceed \$324,086.

[Staff Report - Html](#)

[Attachment A - Wastewater Master Plan RFP](#)

[Attachment B - Beaumont - Proposal Wastewater Master Plan](#)

[Attachment C - Reduction Tracking AEG Fee Estimate 110519](#)

[Attachment D - AEG WWCP Scope of Work 110519](#)

[Attachment E - SSMP PSA Akel](#)

- 19. Approval of a Contract with Z&K Consultants, Inc., for Professional Engineering Services an Amount Not to Exceed \$50,000** 471 - 486

Recommended Council Action(s):

1. Approval of a contract with Z&K Consultants, Inc., for professional engineering services in an amount not to exceed \$50,000.

[Staff Report - Html](#)

[Attachment A - 2019 Z&K Professional Services Agreement 11.5.19](#)

[Attachment B - Z&K Proposal](#)

[Attachment C - 2019 Z&K Cost Proposal](#)

- 20. City Council Approval of Change Order No. 11 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$81,128.29** 487 - 543

Recommended Council Action(s):

1. Approval of Change Order No. 11 for the Wastewater Treatment Plant Upgrade/Expansion in the amount not to exceed \$81,128.29.

[Staff Report - Html](#)

[Change Order No. 11](#)

21. Approval of City Attorney Invoices for the Month of October 2019 545 -
Recommended Council Action(s): 560
Approve invoices in the amount of \$113,965.57.
[SBEMP Invoices - October 2019](#)

22. Legislative Updates and Discussion 561 - 571
Discussion and Potential Action to Initiate Litigation Challenging Assembly Bill 68 and Related Legislation Limiting the Ability to Regulate Accessory Dwellings
[City of Beaumont Legislative Monthly Report](#)

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 Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

Adjournment of the City Council of the November 19, 2019 Meeting at ___ p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, December 3, 2019, 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



MINUTES
City Council Meeting
Tuesday, November 5, 2019
Council Chambers
550 E 6th St. Beaumont, Ca
Closed Session: 5:00 PM
Regular Session: 6:00 PM

CLOSED SESSION

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

CALL TO ORDER at 5:03 p.m.

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

1. Public Comments Regarding Closed Session

No speakers.

2. Conference with Legal Counsel Regarding Anticipated/Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1) and/or (2) and/or (3). (Worker's Compensation Case No. COBM-0065)

No reportable action.

3. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1). Three Cases: 1. Beaumont vs. McFarlin and Anderson; 2. Beaumont vs. Norton Rose; 3. Beaumont vs. Urban Logic et al.

Case No. 1: No reportable action.

Case No. 2: No reportable action.

Case No. 3: No reportable action.

Adjourn to Closed Session

REGULAR SESSION

CALL TO ORDER at 6:06 p.m.

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

Report out from Closed Session: *see above*

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

Action on any requests for excused absence: **None**

Pledge of Allegiance

Approval/Adjustments to Agenda: **Addition of Recycling Presentation**

Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/RECOGNITIONS/PROCLAMATIONS/CORRESPONDENCE

1. Aquatic Safety Award Presentation

Recycling Presentation

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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Public Comment opened at 6:14 p.m.

L. Kimball - *Asked about a refurbishing of the bus stops*

Public Comment closed at 6:16 p.m.

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.

2. Ratification of Warrants
3. Approval of Minutes
4. Request for Authorization to Submit SB2 Grant Application
5. Second Reading of an Ordinance of the City of Beaumont Approving Amendments to the City of Beaumont Municipal Code Pertaining to the Regulation of Massage Establishments: Amending Title 5, Chapter 5.44.
6. Performance Bond No. 4428447 and Security Agreement Approval for Franklin Mechanical Systems, Inc., for Required Public Improvements for Certain Development Located at 185 W. Fourth Street (Assessor Parcel Numbers 417-124-020 and 417-124-021)

PUBLIC HEARINGS

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

7. Public Hearing for First Reading of Proposed Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities

Moved by Lloyd White
Seconded by Nancy Carroll

Public Hearing opened at 6:20 p.m.
No speakers
Public Hearing closed at 6:20 p.m.

Moved by Lloyd White
Seconded by Nancy Carroll
To continue the Public Hearing to November 19, 2019 and direct staff to present options for set back requirements.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

8. Public Hearing for First Reading of an Ordinance for a Pavement Moratorium on Newly Surfaced Streets

Public Hearing opened at 6:38 p.m.
No speakers
Public Hearing closed at 6:38 p.m.

Moved by Lloyd White
Seconded by Rey Santos
To waive the full first reading and approve by title only, "An Ordinance of the City of Beaumont for a Moratorium on Pavement Cuts on Recently Resurfaced Streets."

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

ACTION ITEMS

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

9. Appointment to the Beaumont Planning Commission

Moved by Lloyd White
Seconded by Nancy Carroll
Appointment of Anthony Mateo to the Beaumont Planning Commission.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote 5-0 on a recorded vote

10. Notice of Upcoming Vacancies

Moved by Lloyd White
Seconded by Julio Martinez
To receive and file.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

11. Approval of Contracts for Weed Abatement Services

Moved by Lloyd White
Seconded by Mike Lara
To approve contracts for weed abatement services in the amount of \$45,000-\$175,000 from the list of approved contractors as provided in the staff report.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

12. Revisions to the City of Beaumont and Riverside Transit Agency Interagency Service Agreement No. 18-017

Moved by Mike Lara

Seconded by Lloyd White

To approve the revisions to Article 5 of the Interagency Service Agreement 18-017 between the Riverside Transit Agency and the City of Beaumont.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

13. Purchase of Six Panasonic Toughbooks for the Beaumont Police Department's Mobile Data Computer Platform

Moved by Julio Martinez

Seconded by Lloyd White

To approve the purchase of six Panasonic Toughbook's from CDCE Mobile lot Integration, Cradlepoint IBR900 first net routers with Wi-Fi, low profile shark fin 2G/3G/4G LTE antenna's and cables, twelve SIM cards (six from Verizon and six from AT&T) to outfit the aforementioned dedicated patrol vehicles we have been authorized to purchase this fiscal year.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

14. Wastewater Treatment Plant Expansion/Renovation and Brine Pipeline Installation Project Status Update

Moved by Julio Martinez

Seconded by Mike Lara

Receive and file the project updates.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

15. Third Amendment to the City Manager Employment Agreement

City Manager, Todd Parton recused himself for this item.

Moved by Julio Martinez

Seconded by Mike Lara

To approve of the Third Amendment to the City Manager Employment Contract.

Ayes: Mike Lara, Julio Martinez, Nancy Carroll, Lloyd White, and Rey Santos

Approved by a unanimous vote. 5-0 on a recorded vote

16. Legislative Updates and Discussion

COUNCIL REPORTS

- **Carroll** - *No report.*
- **Lara** - *Gave a report out from a WRCOG meeting.*
- **Martinez** - *Judged the AYSO banners, attended the Finance and Audit Committee Meeting, the League of Ca Annual Conference, and attended the RCA meeting.*
- **Santos** - *Attended the League of Ca Conference, participated in the Transit's travel training program.*
- **White** - *No report.*

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee update of upcoming agenda.

CITY TREASURER REPORT

Finance and Audit Committee Report Out.

CITY CLERK REPORT

Gave a status of Public Records requests for the month of October.

CITY ATTORNEY REPORT

17. Status of Pending Litigation

CITY MANAGER REPORT

FUTURE AGENDA ITEMS

- Discussion of AB68

ADJOURNMENT

Adjournment of the City Council of the November 5, 2019 Meeting at 7:45 p.m.

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, November 19, 2019, 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



WARRANTS TO BE RATIFIED

Thursday, October 31, 2019

Printed Checks	103766-103839	\$ 2,295,161.48	FY 19/20
ACH	225-226	\$ 19,140.32	ICMA & SEIU
	A/P Total	<u>\$ 2,314,301.80</u>	
Wires	BA Funds Transferred	\$ 10,410,089.99	Requisition 027 for Pardee Homes
Bank Drafts	CalPERS	\$ 2,012.87	Late Fees
		\$ 47,008.87	743 Classic
		\$ 46,292.69	742 Classic
		\$ 12,189.34	27308 PEPRA
		\$ 7,893.06	25763 PEPRA
		\$ 23.64	742 Classic
Payroll		\$ 463,187.78	Paydate 10/25/2019

I DO HEREBY CERTIFY THIS WARRANT LIST HAS BEEN COMPILED AND PREPARED TO MEET
THE DAILY OPERATIONS FOR THE FISCAL YEAR JULY 1, 2019 - JUNE 30, 2020

SIGNATURE: 
TITLE: CITY TREASURER

SIGNATURE: 
TITLE: ADMINISTRATIVE SERVICES DIRECTOR



Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3229	ICMA - RC	10/31/2019	EFT	0.00	14,279.31	225
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 10/11/19</u>	Invoice	10/30/2019	EMPLOYEE CONTRIBUTIONS	0.00	6,064.66	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		4,636.92	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		112.37	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		1,315.37	
<u>PD 10/25/19</u>	Invoice	10/30/2019	EMPLOYEE CONTRIBUTION	0.00	8,214.65	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		5,198.77	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		1,000.00	
	<u>100-0000-2075-0000</u>		DEFERRED COMPENSATI		112.37	
	<u>100-1200-6026-0000</u>		DEFERRED COMP		1,903.51	
2264	SEIU	10/31/2019	EFT	0.00	4,861.01	226
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 09/27/19-10/</u>	Invoice	10/30/2019	EMPLOYEE DUES	0.00	4,861.01	
	<u>100-0000-2061-0000</u>		P.E.R.C. DUES & INS		4,861.01	
2989	AFTAB HUSSAIN	10/25/2019	Regular	0.00	13,234.64	103766
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK 2</u>	Invoice	10/25/2019	FINAL CHECK VACATION & SICK TIME	0.00	13,234.64	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		13,234.64	
2989	AFTAB HUSSAIN	10/25/2019	Regular	0.00	2,236.45	103767
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>FINAL CHECK</u>	Invoice	10/25/2019	FINAL CHECK FOR REGULAR HOURS	0.00	2,236.45	
	<u>100-0000-2105-0000</u>		PAYROLL SUSPENSE		2,236.45	
1050	AMAZON CAPITAL SERVICES	10/31/2019	Regular	0.00	367.18	103768
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>17GK-13PG-LVKT</u>	Invoice	10/30/2019	OFFICE SUPPLIES	0.00	265.25 ✓	
	<u>100-2000-7025-0000</u>		OFFICE SUPPLIES		13.26	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		251.99	
<u>1GNH-WFG9-FQR</u>	Invoice	10/30/2019	OFFICE SUPPLIES	0.00	101.93 ✓	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES		79.53	
	<u>100-2050-7066-0000</u>		TRAVEL, EDUCATION, TRA		22.40	
1053	AMERICAN FORENSIC NURSES	10/31/2019	Regular	0.00	252.00	103769
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>72625</u>	Invoice	10/30/2019	American Forensic Nurses - Services	0.00	140.00 ✓	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		140.00	
<u>72668</u>	Invoice	10/30/2019	American Forensic Nurses - Services	0.00	112.00 ✓	
	<u>100-2050-7068-0000</u>		CONTRACTUAL SERVICES		112.00	
1080	ARAMARK	10/31/2019	Regular	0.00	454.02	103770

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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		
1621556	Invoice	10/30/2019	OFFICE SUPPLIES	0.00	257.00	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		12.85	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		244.15	
6460362	Invoice	10/30/2019	OFFICE SUPPLIES	0.00	197.02	
	100-2000-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		9.85	
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES		187.17	
1147	BEAUMONT CHERRY VALLEY WATER DIST.	10/31/2019	Regular	0.00	74,529.09	103771
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
11/18/19	Invoice	10/30/2019	WATER UTILITIES	0.00	74,529.09	
	100-3250-7010-0000	UTILITIES	WATER UTILITIES		7,084.98	
	100-3250-7010-007A	UTILITIES (IA 7A)	WATER UTILITIES		2,283.84	
	100-3250-7010-007B	UTILITIES (IA 7B)	WATER UTILITIES		680.81	
	100-3250-7010-008A	UTILITIES (IA 8A)	WATER UTILITIES		557.42	
	100-3250-7010-008B	UTILITIES (IA 8B)	WATER UTILITIES		754.39	
	100-3250-7010-010A	UTILITIES (IA 10)	WATER UTILITIES		909.97	
	100-3250-7010-012A	UTILITIES (IA 12)	WATER UTILITIES		271.58	
	100-3250-7010-014B	UTILITIES (IA 14B)	WATER UTILITIES		1,394.59	
	100-3250-7010-014X	UTILITIES (IA 14)	WATER UTILITIES		5,548.32	
	100-3250-7010-015X	UTILITIES (IA 15)	WATER UTILITIES		1,417.92	
	100-3250-7010-016X	UTILITIES (IA 16)	WATER UTILITIES		1,976.59	
	100-3250-7010-018X	UTILITIES (IA 18)	WATER UTILITIES		1,128.81	
	100-3250-7010-019A	UTILITIES (IA 19A)	WATER UTILITIES		1,555.61	
	100-3250-7010-019C	UTILITIES (IA 19C)	WATER UTILITIES		199.01	
	100-3250-7010-06A1	UTILITIES (IA 6A1)	WATER UTILITIES		5,916.14	
	100-6000-7010-6045	UTILITIES - COMMUNITY	WATER UTILITIES		705.22	
	100-6000-7010-6055	UTILITIES - FIRE STATION	WATER UTILITIES		133.26	
	100-6050-7010-0000	UTILITIES	WATER UTILITIES		2,002.24	
	100-6050-7010-003X	UTILITIES IA 3	WATER UTILITIES		6,998.88	
	100-6050-7010-007A	UTILITIES IA 7A	WATER UTILITIES		674.99	
	100-6050-7010-008A	UTILITIES IA 8A (SUNDAN	WATER UTILITIES		7,648.99	
	100-6050-7010-008C	UTILITIES IA 8C	WATER UTILITIES		25.86	
	100-6050-7010-008D	UTILITIES IA 8D	WATER UTILITIES		150.78	
	100-6050-7010-008E	UTILITIES IA 8E	WATER UTILITIES		5.55	
	100-6050-7010-014A	UTILITIES IA 14A (OAK VA	WATER UTILITIES		346.72	
	100-6050-7010-014B	UTILITIES IA 14B	WATER UTILITIES		1,652.71	
	100-6050-7010-017A	UTILITIES IA 17A (TOURN	WATER UTILITIES		1,615.48	
	100-6050-7010-018X	UTILITIES IA 18	WATER UTILITIES		25.86	
	100-6050-7010-019C	UTILITIES IA 19C	WATER UTILITIES		518.09	
	100-6050-7010-020X	UTILITIES IA 20	WATER UTILITIES		485.37	
	100-6050-7010-06A1	UTILITIES IA 6A1	WATER UTILITIES		748.06	
	100-6050-7010-5050	UTILITIES, PARK (DEFORG	WATER UTILITIES		855.41	
	100-6050-7010-5200	UTILITIES, PARK (PALMER)	WATER UTILITIES		12.35	
	100-6050-7010-5250	UTILITIES, PARK (RANGAL	WATER UTILITIES		905.85	
	100-6050-7010-5350	UTILITIES, PARK (SHADO	WATER UTILITIES		25.86	
	100-6050-7010-5400	UTILITIES, PARK (SPORTS	WATER UTILITIES		6,606.41	
	100-6050-7010-5450	UTILITIES, PARK (STETSON	WATER UTILITIES		3,646.66	
	100-6050-7010-5500	UTILITIES, PARK (STEWAR	WATER UTILITIES		3,846.21	
	100-6050-7010-5600	UTILITIES, PARK (TREVINO	WATER UTILITIES		75.39	
	100-6050-7010-5650	UTILITIES, PARK (VETERA	WATER UTILITIES		103.53	
	100-6050-7010-5700	UTILITIES, PARK (WILD FL	WATER UTILITIES		1,446.97	
	700-4050-7010-0000	UTILITIES	WATER UTILITIES		1,569.56	
	700-4050-7010-019C	UTILITIES (IA 19C)	WATER UTILITIES		16.85	
1127	BEAUMONT DO IT BEST HOME CENTER	10/31/2019	Regular	0.00	95.23	103772

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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>478574</u>	Invoice	10/30/2019	BUILDING MAINTENANCE	0.00	28.14	✓
<u>100-6000-7085-6025</u>	BLDG MAINT - CITY HALL	BUILDING MAINTENANCE			28.14	
<u>479029</u>	Invoice	10/30/2019	COMMUNITY EVENT	0.00	10.17	✓
<u>100-1550-7040-0000</u>	RECREATION PROGRAMS	COMMUNITY EVENT			10.17	
<u>479240</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	56.92	✓
<u>100-6050-7070-5250</u>	SPEC DEPT EXP - RANGAL	DEPT SUPPLIES			56.92	
1133	BEAUMONT INTERACT CLUB	10/31/2019	Regular	0.00	5,000.00	103773 ✓
<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>10/16/19</u>	Invoice	10/30/2019	CAL RECYCLE PROGRAM COSTS	0.00	5,000.00	
<u>100-1200-7035-0000</u>	GRANT SPECIFIC COSTS (C	CAL RECYCLE PROGRAM COSTS			5,000.00	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	10/31/2019	Regular	0.00	5,230.00	103774
<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>PO 10/11/19-10/</u>	Invoice	10/30/2019	POLICE DUES	0.00	5,230.00	✓
<u>100-0000-2035-0000</u>	C.O.P.S. DUES	POLICE DUES			5,230.00	
1136	BEAUMONT POWER EQUIPMENT	10/31/2019	Regular	0.00	157.68	103775
<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>2339 CHECK 2</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	137.68	✓
<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE			137.68	
<u>2470 CHECK 2</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	10.00	✓
<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE			10.00	
<u>2544 CHECK 2</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	10.00	✓
<u>100-6050-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE			10.00	
1140	BEAUMONT SAFE & LOCK	10/31/2019	Regular	0.00	87.71	103776
<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>71650</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	48.43	•
<u>100-6050-7070-5500</u>	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES			48.43	
<u>71662</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	20.42	•
<u>100-6050-7070-6050</u>	SPEC DEPT EXP- 450 E 4T	DEPT SUPPLIES			20.42	
<u>72235</u>	Invoice	10/30/2019	OFFICE SUPPLIES	0.00	18.86	•
<u>100-2050-7025-0000</u>	OFFICE SUPPLIES	OFFICE SUPPLIES			18.86	
1149	BEHAVIORAL ANALYSIS TRAINING INSTITUTE	10/31/2019	Regular	0.00	481.00	103777 •
<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>IV02565</u>	Invoice	10/30/2019	EMPLOYEE TRAINING	0.00	481.00	✓
<u>100-2050-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING			481.00	
1242	CED	10/31/2019	Regular	0.00	315.72	103778 •
<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>0954-472039 CH</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	57.23	•
<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT			57.23	
<u>0954-472445 CH</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	43.10	•
<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT			43.10	
<u>0954-472446 CH</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	43.10	•
<u>100-3250-7070-0000</u>	SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - ELECT			43.10	
<u>0954-472598 CH</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - ELECTRICAL	0.00	67.88	•

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		67.88	
<u>0954-473393</u>	Invoice	10/31/2019	DEPT SUPPLIES	0.00	104.41	
	<u>100-6050-7070-5700</u>		SPEC DEPT EXP - WILD FL		104.41	
1244	CELINA ROBLES	10/31/2019	Regular	0.00	500.00	103779
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT# 917569</u>	Invoice	10/30/2019	DEPOSIT REFUND	0.00	500.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		500.00	
3811	CHRISTOPHER HENRY	10/31/2019	Regular	0.00	400.62	103780
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>04-016917-01</u>	Invoice	10/30/2019	REIMBURSE CREDIT ON ACCOUNT, SEPTIC	0.00	400.62	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		400.62	
1279	CIGNA HEALTH CARE	10/31/2019	Regular	0.00	50,915.04	103781
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>2549369</u>	Invoice	10/30/2019	EMP INSURANCE	0.00	50,915.04	
	<u>100-0000-2299-0000</u>		COBRA RECEIPTS		2,157.42	
	<u>100-1200-6020-0000</u>		HEALTH INSURANCE		2,286.86	
	<u>100-1225-6020-0000</u>		HEALTH INSURANCE		2,157.42	
	<u>100-1550-6020-0000</u>		HEALTH INSURANCE		1,725.94	
	<u>100-2030-6020-0000</u>		HEALTH INSURANCE		3,149.84	
	<u>100-2050-6020-0000</u>		HEALTH INSURANCE		13,764.32	
	<u>100-2090-6020-0000</u>		HEALTH INSURANCE		4,875.74	
	<u>100-3100-6020-0000</u>		HEALTH INSURANCE		2,157.42	
	<u>100-3250-6020-0000</u>		HEALTH INSURANCE		1,423.90	
	<u>100-6050-6020-0000</u>		HEALTH INSURANCE		8,888.56	
	<u>700-4050-6020-0000</u>		HEALTH INSURANCE		5,177.80	
	<u>750-7300-6020-0000</u>		HEALTH INSURANCE		862.96	
	<u>750-7400-6020-0000</u>		HEALTH INSURANCE		2,286.86	
3393	CLAREMONT ENVIRONMENTAL DESIGN GROU	10/31/2019	Regular	0.00	16,415.00	103782
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>180102-5</u>	Invoice	10/30/2019	DESIGN OF THE POTRERO FIRE STATION	0.00	16,415.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		16,415.00	
1310	COLONIAL LIFE	10/31/2019	Regular	0.00	578.92	103783
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>CD 10/11/19-10/</u>	Invoice	10/30/2019	OPTIONAL EMPLOYEE INSURANCE	0.00	578.92	
	<u>100-0000-2051-0000</u>		COLONIAL INS-WITHHOL		578.92	
1340	CPS HR CONSULTING	10/31/2019	Regular	0.00	1,210.85	103784
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>SOP49925</u>	Invoice	10/30/2019	HIRING COSTS	0.00	1,455.85	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		1,455.85	
<u>TRRTN40447</u>	Credit Memo	10/30/2019	HIRING COSTS	0.00	-245.00	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI		-245.00	
3812	DEBRA HARRIS	10/31/2019	Regular	0.00	40.00	103785
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>RCT 944497</u>	Invoice	10/30/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3813	DIANNA GUTIERREZ	10/31/2019	Regular	0.00	40.00	103786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>RCF# 934336</u>	Invoice	10/30/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL		40.00	
1422	DICK'S ALL AUTO REPAIR, INC	10/31/2019	Regular	0.00	155.25	103787
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>22686</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	51.75	
	<u>100-2000-7037-0000</u>		VEHICLE MAINTENANCE		51.75	
<u>22688</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	51.75	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		51.75	
<u>22701</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	51.75	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		51.75	
3814	EVELYN RIVERA	10/31/2019	Regular	0.00	329.20	103788
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>07-074294-03</u>	Invoice	10/30/2019	REIMBURSE CREDIT ON UTILITY ACCT	0.00	329.20	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		329.20	
3347	EXECUTIVE FACILITIES SERVICES, INC	10/31/2019	Regular	0.00	21,400.24	103789
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>19651</u>	Invoice	10/31/2019	REMAKE OF PO 600000017	0.00	10,700.12	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		3,915.50	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY		706.23	
	<u>100-6000-7068-6032</u>		CONTRACTUAL SVC- CITY		335.06	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC- POLI		947.38	
	<u>100-6000-7068-6041</u>		CONTRACTUAL SVC- POLI		552.38	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC- COM		3,400.00	
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC- 713		179.23	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		539.34	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		125.00	
<u>20088</u>	Invoice	10/30/2019	REMAKE OF PO 600000017	0.00	10,700.12	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		3,915.50	
	<u>100-6000-7068-6026</u>		CONTRACTUAL SVC - CITY		706.23	
	<u>100-6000-7068-6032</u>		CONTRACTUAL SVC- CITY		335.06	
	<u>100-6000-7068-6040</u>		CONTRACTUAL SVC- POLI		947.38	
	<u>100-6000-7068-6041</u>		CONTRACTUAL SVC- POLI		552.38	
	<u>100-6000-7068-6045</u>		CONTRACTUAL SVC- COM		3,400.00	
	<u>100-6000-7068-6060</u>		CONTRACTUAL SVC- 713		179.23	
	<u>750-7000-7068-0000</u>		CONTRACTUAL SERVICES		539.34	
	<u>750-7300-7068-0000</u>		CONTRACTUAL SERVICES		125.00	
1501	FAIRVIEW FORD	10/31/2019	Regular	0.00	170.99	103790
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>639026</u>	Invoice	10/31/2019	VEHICLE MAINTENANCE	0.00	170.99	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		170.99	
1518	FLYERS ENERGY	10/31/2019	Regular	0.00	2,313.35	103791
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>CFS-2086783</u>	Invoice	10/30/2019	FUEL CARDS	0.00	2,313.35	
	<u>750-7400-7050-0000</u>		FUEL		1,690.59	
	<u>750-7600-7050-0000</u>		FUEL		3.33	
	<u>750-7700-7050-0000</u>		FUEL		619.43	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1533	FRONTIER COMMUNICATIONS	10/31/2019	Regular	0.00	192.41	103792
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>951-769-8537-03</u>	Invoice	10/30/2019	PHONE UTILITY		114.49 •	
	<u>100-1230-7015-6060</u>		TELEPHONE (4th ST YARD)	PHONE UTILITY	114.49	
<u>951-769-8538-06</u>	Invoice	10/30/2019	PHONE UTILITY	0.00	77.92 •	
	<u>100-1230-7015-6048</u>		TELEPHONE (POOL)	PHONE UTILITY	77.92	
3634	G & S SAFETY PRODUCTS INC	10/31/2019	Regular	0.00	839.28	103793
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>137084</u>	Invoice	10/30/2019	Goods	0.00	839.28 •	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES	Goods	839.28	
3815	GERARDO GUTIERREZ	10/31/2019	Regular	0.00	40.00	103794
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>RCT# 925079</u>	Invoice	10/30/2019	DEPOSIT REFUND	0.00	40.00 •	
	<u>100-0000-4590-0000</u>		BUILDING RENTAL	DEPOSIT REFUND	40.00	
3795	GV CONSTRUCTION, INC	10/31/2019	Regular	0.00	14,327.85	103795
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>1003</u>	Invoice	10/30/2019	CONSTRUCTION RENOVATION - COUNCIL	0.00	14,327.85 •	
	<u>500-0000-8950-0000</u>		CAPITAL OUTLAY	CONSTRUCTION RENOVATION -	14,327.85	
1612	HEARD'S INVESTIGATIONS AND POLYGRAPH LL	10/31/2019	Regular	0.00	150.00	103796
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>6239</u>	Invoice	10/30/2019	HIRING COSTS	0.00	150.00 •	
	<u>100-1240-6050-0000</u>		RECRUITMENT AND HIRI	HIRING COSTS	150.00	
1632	HOME DEPOT/CREDIT SERVICES	10/31/2019	Regular	0.00	3,592.31	103797 •
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>1524088</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	0.01	
	<u>100-6000-7090-6025</u>		EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	0.01	
<u>1524089</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	57.64	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN	57.64	
<u>2035928</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	39.89	
	<u>100-6150-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	39.89	
<u>2360222</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - STREETS	0.00	97.33	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	97.33	
<u>2614809</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	980.49	
	<u>100-2100-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	980.49	
<u>2614828</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - SEWER	0.00	14.45	
	<u>700-4050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - SEWE	14.45	
<u>4084336</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - STREETS	0.00	36.18	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPARTMENT SUPPLIES - STREE	36.18	
<u>4084337</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	39.89	
	<u>100-6150-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	39.89	
<u>4560178</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	1,464.78	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,464.78	
<u>4623738</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	67.80	
	<u>100-6000-7085-6025</u>		BLDG MAINT - CITY HALL	BUILDING SUPPLIES & MAINTEN	67.80	
<u>4623739</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	23.68	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE	BUILDING SUPPLIES & MAINTEN	23.68	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>5034994</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	16.57	
	<u>100-6000-7085-6026</u>		BLDG MAINT- CITY HALL B BUILDING SUPPLIES & MAINTEN		16.57	
<u>5513825</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	5.40	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE BUILDING SUPPLIES & MAINTEN		5.40	
<u>6031649</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	33.91	
	<u>100-6150-7090-0000</u>		EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE		33.91	
<u>623139</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	17.95	
	<u>100-6000-7085-6040</u>		BLDG MAINT - POLICE DE BUILDING SUPPLIES & MAINTEN		17.95	
<u>7014155</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	15.59	
	<u>100-6150-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPT SUPPLIES		15.59	
<u>7613111</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	17.76	
	<u>100-6000-7085-6026</u>		BLDG MAINT- CITY HALL B BUILDING SUPPLIES & MAINTEN		17.76	
<u>8011436</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	92.84	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE		92.84	
<u>8275522</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	64.63	
	<u>100-6050-7070-5400</u>		SPEC DEPT EXP - SPORTS DEPT SUPPLIES		64.63	
<u>8524298</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	30.89	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (DEPT SUPPLIES		30.89	
<u>8614095</u>	Invoice	10/30/2019	BUILDING SUPPLIES & MAINTENANCE	0.00	35.50	
	<u>100-6000-7085-6048</u>		BLDG MAINT - POOL BUILDING SUPPLIES & MAINTEN		35.50	
<u>9011329</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	256.38	
	<u>750-7300-7090-0000</u>		EQUIPMENT SUPPLIES/M EQUIPMENT MAINTENANCE		256.38	
<u>9011330</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	40.49	
	<u>100-6050-7090-5500</u>		SPEC DEPT EXP - STEWAR DEPT SUPPLIE		40.49	
<u>9020100</u>	Invoice	10/30/2019	DEPARTMENT SUPPLIES - STREETS	0.00	82.91	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES DEPARTMENT SUPPLIES - STREE		82.91	
<u>9275386</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	21.53	
	<u>100-6050-7070-5200</u>		SPEC DEPT EXP - PALMER DEPT SUPPLIES		21.53	
<u>9625097</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	37.82	
	<u>100-6050-7070-5750</u>		SPECIAL DEPT SUPPLIES (DEPT SUPPLIES		37.82	
	Void	10/31/2019	Regular	0.00	0.00	103798
1640	HUGO CASTRO	10/31/2019	Regular	0.00	154.00	103799
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>10/28/19</u>	Invoice	10/30/2019	REIMBURSEMENT FOR LICENSING	0.00	154.00	
	<u>100-3250-7053-0000</u>		PERMITS, FEES AND LICE REIMBURSEMENT FOR LICENSIN		154.00	
3019	INTERNATIONAL PLASTICS	10/31/2019	Regular	0.00	91.32	103800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>821436</u>	Invoice	10/30/2019	OFFICE SUPPLIES	0.00	91.32	
	<u>100-2030-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		45.66	
	<u>100-2050-7025-0000</u>		OFFICE SUPPLIES OFFICE SUPPLIES		45.66	
3816	JAI AHN	10/31/2019	Regular	0.00	120.06	103801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name	Item Description	Distribution Amount	
<u>07-070875-04</u>	Invoice	10/30/2019	REIMBURSE OVER PAYMENT ON UTILITY A	0.00	120.06	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES REIMBURSE OVER PAYMENT ON		120.06	
1773	KAISER FOUNDATION HEALTH PLAN	10/31/2019	Regular	0.00	138,066.27	103802

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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>NOVEMBER 2019</u>	Invoice	10/30/2019	EMPLOYEE HEALTH INSURANCE	0.00	138,066.27	
	<u>100-1200-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		6,676.77	
	<u>100-1225-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		2,980.72	
	<u>100-1230-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,788.41	
	<u>100-1240-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,192.31	
	<u>100-1350-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		3,099.95	
	<u>100-1550-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		655.77	
	<u>100-2000-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		3,576.82	
	<u>100-2050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		45,783.50	
	<u>100-2090-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		10,849.80	
	<u>100-2150-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		8,942.05	
	<u>100-3100-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		5,961.38	
	<u>100-3250-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		7,153.64	
	<u>100-6050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		17,526.52	
	<u>700-4050-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,788.41	
	<u>750-7000-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		6,021.11	
	<u>750-7100-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,192.31	
	<u>750-7300-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		5,484.52	
	<u>750-7400-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,311.54	
	<u>750-7600-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,311.54	
	<u>750-7700-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		2,384.57	
	<u>750-7800-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,192.31	
	<u>750-7900-6020-0000</u>	HEALTH INSURANCE	EMPLOYEE HEALTH INSURANCE		1,192.32	
3807	KIMBERLY TURNER	10/31/2019	Regular	0.00	149.00	103803
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1658</u>	Invoice	10/30/2019	EMPLOYEE TRAINING	0.00	149.00	•
	<u>100-2090-7066-0000</u>	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING		149.00	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	10/31/2019	Regular	0.00	123.92	103804
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>34119480</u>	Invoice	10/30/2019	EQUIPMENT RENTAL	0.00	123.92	•
	<u>100-1230-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		123.92	
1805	KONICA MINOLTA BUSINESS SOLUTIONS	10/31/2019	Regular	0.00	893.70	103805
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>9006112125</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	893.70	•
	<u>100-1230-7090-0000</u>	EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE		893.70	
3798	L.A. MERRITT, INC	10/31/2019	Regular	0.00	11,540.00	103806
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>21370</u>	Invoice	10/30/2019	HIGHLAND SPRINGS AVE AS BUILT SURVE	0.00	11,540.00	
	<u>100-3100-7068-0000</u>	CONTRACTUAL SERVICES	HIGHLAND SPRINGS AVE AS BUI		11,540.00	•
1856	LEXISNEXIS RISK SOLUTIONS	10/31/2019	Regular	0.00	171.70	103807
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
<u>1535776-201909</u>	Invoice	10/30/2019	MONTHLY SUBSCRIPTION FEE	0.00	171.70	•
	<u>100-2050-7030-0000</u>	DUES & SUBSCRIPTIONS	MONTHLY SUBSCRIPTION FEE		171.70	
1874	LLOYD WHITE	10/31/2019	Regular	0.00	230.48	103808 •

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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>10/16/19-10/17/</u>	Invoice	10/30/2019	TRAVEL REIMBURSEMENT	0.00	230.48	
	<u>100-1050-7065-0000</u>		TRAVEL, EDUCATION, TRA		230.48	
1896	M&M CARPET	10/31/2019	Regular	0.00	11,876.58	103809
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>1162</u>	Invoice	10/30/2019	Remodel Carpet for C.H. room 2/3	0.00	4,876.58	
	<u>100-6000-7068-6025</u>		CONTRACTUAL SVC - CITY		4,876.58	
<u>1163</u>	Invoice	10/30/2019	carpet & new base at Police Department	0.00	7,000.00	
	<u>100-6000-7065-6040</u>		BLDG MAINT - POLICE DE		7,000.00	
			carpet & new base at Police Dep			
1901	MANNING & KASS, ELLROD, RAMIREZ	10/31/2019	Regular	0.00	14,448.77	103810
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>649843</u>	Invoice	10/30/2019	LEGAL SERVICES	0.00	14,448.77	
	<u>120-9663-7300-0000</u>		CONTRACTUAL SERVICES		14,448.77	
			LEGAL SERVICES			
3692	MICHAEL LARA	10/31/2019	Regular	0.00	657.50	103811
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>10/16/19-10/18/</u>	Invoice	10/30/2019	TRAVEL REIMBURSEMENT	0.00	657.50	
	<u>100-1050-7066-0000</u>		TRAVEL, EDUCATION, TRA		657.50	
			TRAVEL REIMBURSEMENT			
3817	MIKE & THERESA ZIBELL	10/31/2019	Regular	0.00	62.39	103812
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>05-001543-05</u>	Invoice	10/30/2019	REIMBURSE OVER PAYMENT ON UTILITY	0.00	62.39	
	<u>100-0000-1400-0000</u>		A/R - UTILITIES		62.39	
			REIMBURSE OVER PAYMENT O			
3186	MWH CONSTRUCTORS INC	10/31/2019	Regular	0.00	228,549.70	103813
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>19-30504503-07</u>	Invoice	10/30/2019	CONSTRUCTION MANAGEMENT FOR WW	0.00	71,786.90	
	<u>710-0000-7068-0000</u>		CONTRACTUAL SERVICE		71,786.90	
			CONSTRUCTION MANAGEMENT			
<u>19-30505107-07</u>	Invoice	10/30/2019	BRINE LINE INSTALLATION CONSTRUCTIO	0.00	156,762.80	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		276,763.45	
	<u>710-0000-8030-0000</u>		CAPITAL IMPROVEMENT		-120,000.65	
			BRINE LINE INSTALLATION CONS			
			BRINE LINE SERVICES			
3028	OFFICE SOLUTIONS	10/31/2019	Regular	0.00	6,923.21	103814
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>101919-01</u>	Invoice	10/30/2019	OFFICE FURNITURE FOR EXPANSION OF C	0.00	4,800.35	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		4,800.35	
			OFFICE FURNITURE FOR EXPANS			
<u>1-01663845</u>	Invoice	10/30/2019	CITY COUNCIL OFFICE SPACE TABLE & CHA	0.00	2,122.86	
	<u>500-0000-8030-0000</u>		INFRASTRUCTURE IMPRO		2,122.86	
			CITY COUNCIL OFFICE SPACE TA			
3775	OFFICESIGHT INC	10/31/2019	Regular	0.00	2,363.20	103815
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>121154</u>	Invoice	10/30/2019	Chairs for Room 2	0.00	2,363.20	
	<u>500-0000-8990-0000</u>		CAPITAL OUTLAY		2,363.20	
			Chairs for Room 2			
2009	O'REILLY AUTO PARTS	10/31/2019	Regular	0.00	74.30	103816
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Item Description	Distribution Amount			
<u>2678-217050</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	7.98	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		7.98	
			VEHICLE MAINTENANCE			

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>2678-218399</u>	Invoice <u>100-2050-7037-0000</u>	10/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	181.07	•
<u>2678-218432</u>	Invoice <u>100-2050-7037-0000</u>	10/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	4.69	•
<u>2678-219827</u>	Invoice <u>100-2050-7037-0000</u>	10/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	181.07	•
<u>2678-219898</u>	Credit Memo <u>100-2050-7037-0000</u>	10/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-181.07	•
<u>2678-221096</u>	Credit Memo <u>100-2050-7037-0000</u>	10/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	-181.07	•
<u>2678-221154</u>	Invoice <u>100-2050-7037-0000</u>	10/30/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	61.63	•
3100	ORTIZ ENTERPRISES INC	10/31/2019	Regular	0.00	1,549,692.78	103817
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>20</u>	Invoice <u>500-0000-8030-0000</u>	10/31/2019	SR-60 POTRERO BLVD INTERCHANGE PRO INFRASTRUCTURE IMPRO SR-60 POTRERO	0.00	1,545,374.08	• ?
<u>20A</u>	Invoice <u>500-0000-8030-0000</u>	10/30/2019	1A PROJECT - POTRERO INFRASTRUCTURE IMPRO 1A PROJECT - POTRERO	0.00	4,318.70	•
2039	PARKHOUSE TIRE, INC.	10/31/2019	Regular	0.00	1,423.39	103818
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>2030181404</u>	Invoice <u>100-2050-7037-0000</u>	10/31/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	142.73	•
<u>2030181428</u>	Invoice <u>100-2050-7037-0000</u>	10/31/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	352.71	•
<u>2030182257</u>	Invoice <u>100-2050-7037-0000</u>	10/31/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	499.76	•
<u>2030182259</u>	Invoice <u>100-2050-7037-0000</u>	10/31/2019	VEHICLE MAINTENANCE VEHICLE MAINTENANCE	0.00	428.19	•
2051	PAYCHEX HUMAN RESOURCES SERVICES	10/31/2019	Regular	0.00	700.00	103819
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>9949708 11/02/1</u>	Invoice <u>100-1240-7068-0000</u> <u>700-4050-7068-0000</u> <u>750-7000-7068-0000</u> <u>750-7100-7068-0000</u> <u>750-7200-7068-0000</u> <u>750-7300-7068-0000</u> <u>750-7400-7068-0000</u>	10/30/2019	TIMECLOCK CHARGES CONTRACTUAL SERVICES TIMECLOCK CHARGES CONTRACTUAL SERVICES TIMECLOCK CHARGES CONTRACTUAL SERVICES TIMECLOCK CHARGES CONTRACTUAL SERVICES TIMECLOCK CHARGES CONTRACTUAL SERVICES TIMECLOCK CHARGES CONTRACTUAL SERVICES TIMECLOCK CHARGES CONTRACTUAL EXPENSES TIMECLOCK CHARGES	0.00	700.00	•
2074	PRE-PAID LEGAL SERVICES INC	10/31/2019	Regular	0.00	737.25	103820
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>PD 09/27/19-10/</u>	Invoice <u>100-0000-2045-0000</u>	10/30/2019	OPTIONAL EMPLOYEE INSURANCE PRE PAID LEGAL OPTIONAL EMPLOYEE INSURAN	0.00	737.25	•
2098	QUILL CORPORATON	10/31/2019	Regular	0.00	103.41	103821
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1851737</u>	Invoice <u>100-2000-7025-0000</u> <u>100-2050-7025-0000</u>	10/30/2019	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	0.00	103.41	•

Check Report

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2126	REDLANDS FORD	10/31/2019	Regular	0.00	231.10	103822
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>5160762</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	231.10	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		231.10	
3681	RIVERSIDE COUNTY DEPARTMENT OF WASTE R	10/31/2019	Regular	0.00	56.00	103823
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>7079323</u>	Invoice	10/30/2019	Goods	0.00	14.00	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		14.00	
<u>7079413</u>	Invoice	10/30/2019	Goods	0.00	14.00	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		14.00	
<u>7081093</u>	Invoice	10/30/2019	Goods	0.00	14.00	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		14.00	
<u>7081488</u>	Invoice	10/30/2019	Goods	0.00	14.00	
	<u>100-6050-7070-0000</u>		SPECIAL DEPT SUPPLIES		14.00	
2196	ROBERTSON'S	10/31/2019	Regular	0.00	525.00	103824
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>554292 CHECK 2</u>	Invoice	10/30/2019	CONCRETE	0.00	525.00	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		525.00	
2310	SOUTH COAST LIGHTING & DESIGN	10/31/2019	Regular	0.00	8,593.06	103825
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>1007913 CHECK 2</u>	Invoice	10/30/2019	DEPT SUPPLIES	0.00	8,593.06	
	<u>100-3250-7070-0000</u>		SPECIAL DEPT SUPPLIES		8,593.06	
2311	SOUTHERN CALIFORNIA EDISON	10/31/2019	Regular	0.00	9,927.16	103826
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<u>10/30/19</u>	Invoice	10/30/2019	ELECTRIC UTILITY	0.00	9,927.16	
	<u>100-3250-7010-0000</u>		UTILITIES		1,812.12	
	<u>100-3250-7010-007A</u>		UTILITIES (IA 7A)		111.43	
	<u>100-3250-7010-007D</u>		UTILITIES (IA 7D)		92.50	
	<u>100-3250-7010-008A</u>		UTILITIES (IA 8A)		404.36	
	<u>100-3250-7010-008B</u>		UTILITIES (IA 8B)		38.85	
	<u>100-3250-7010-008C</u>		UTILITIES (IA 8C)		171.45	
	<u>100-3250-7010-008D</u>		UTILITIES (IA 8D)		18.13	
	<u>100-3250-7010-010A</u>		UTILITIES (IA 10)		39.68	
	<u>100-3250-7010-012A</u>		UTILITIES (IA 12)		73.59	
	<u>100-3250-7010-014A</u>		UTILITIES (IA 14A)		100.04	
	<u>100-3250-7010-014X</u>		UTILITIES (IA 14)		88.71	
	<u>100-3250-7010-019A</u>		UTILITIES (IA 19A)		192.30	
	<u>100-3250-7010-019C</u>		UTILITIES (IA 19C)		232.11	
	<u>100-3250-7010-06A1</u>		UTILITIES (IA 6A1)		302.29	
	<u>100-6050-7010-0000</u>		UTILITIES		328.43	
	<u>100-6050-7010-002X</u>		UTILITIES IA 2		103.95	
	<u>100-6050-7010-005X</u>		UTILITIES IA 5		4,852.27	
	<u>100-6050-7010-007A</u>		UTILITIES IA 7A		11.69	
	<u>100-6050-7010-008E</u>		UTILITIES IA 8E		11.42	
	<u>100-6050-7010-06A1</u>		UTILITIES IA 6A1		21.76	
	<u>100-6050-7010-5400</u>		UTILITIES, PARK (SPORTS		858.90	
	<u>100-6050-7010-5500</u>		UTILITIES, PARK (STEWAR		61.18	
2405	THE COUNSELING TEAM	10/31/2019	Regular	0.00	1,000.00	103827

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		
<u>73424</u>	Invoice	10/30/2019	PROFESSIONAL SERVICES	0.00	1,000.00	
	<u>100-1240-7068-0000</u>		CONTRACTUAL SERVICES		1,000.00	
2416	THE PRESS-ENTERPRISE	10/31/2019	Regular	0.00	100.80	103828
<u>0011325620</u>	Invoice	10/30/2019	ADVERTISING	0.00	100.80	
	<u>100-1150-7020-0000</u>		ADVERTISING		100.80	
2430	TIME WARNER CABLE	10/31/2019	Regular	0.00	196.04	103829
<u>0013594102019</u>	Invoice	10/30/2019	PHONE UTILITY	0.00	149.06	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		149.06	
<u>0014188102019</u>	Invoice	10/30/2019	PHONE UTILITY	0.00	46.98	
	<u>100-1230-7015-6055</u>		TELEPHONE (MAPLE AVE)		46.98	
2873	TPX COMMUNICATIONS	10/31/2019	Regular	0.00	441.92	103830
<u>122187907-0</u>	Invoice	10/30/2019	PHONE UTILITY	0.00	441.92	
	<u>100-1230-7015-6040</u>		TELEPHONE (POLICE DPT)		441.92	
2889	TRANSTECH ENGINEERS, INC	10/31/2019	Regular	0.00	2,610.00	103831
<u>20192398</u>	Invoice	10/30/2019	PROFESSIONAL ENG SERVICES FOR POTRE	0.00	2,610.00	
	<u>500-0000-7068-0000</u>		CONTRACTUAL SERVICE		2,610.00	
2456	TURF STAR, INC.	10/31/2019	Regular	0.00	617.85	103832
<u>7090209-00</u>	Invoice	10/30/2019	EQUIPMENT MAINTENANCE	0.00	617.85	
	<u>100-6050-7090-0000</u>		EQUIPMENT SUPPLIES/M		617.85	
3310	UNITED WINDOW TINT	10/31/2019	Regular	0.00	280.00	103833
<u>10/23/19</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	80.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		80.00	
<u>VIN 906341243</u>	Invoice	10/30/2019	VEHICLE MAINTENANCE	0.00	200.00	
	<u>100-2050-7037-0000</u>		VEHICLE MAINTENANCE		200.00	
3819	VANESSA RAMIREZ	10/31/2019	Regular	0.00	40.00	103834
<u>RCT 944140</u>	Invoice	10/30/2019	DEPOSIT REFUND	0.00	40.00	
	<u>100-0000-4550-0000</u>		BUILDING RENTAL		40.00	
2520	WALMART	10/31/2019	Regular	0.00	25.44	103835
<u>P9273008W01DA</u>	Invoice	10/30/2019	COMMUNITY EVENT	0.00	25.44	
	<u>100-1550-7040-0000</u>		RECREATION PROGRAMS		25.44	
3248	WEBB MUNICIPAL FINANCE, LLC	10/31/2019	Regular	0.00	48,211.25	103836

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		
<u>20190571</u>	Invoice	10/30/2019	CFD ADMINISTRATION & SPECIAL TAX CO	0.00	48,211.25	
	<u>250-0000-7068-0000</u>	CONTRACTUAL SERVICES	CFD ADMINISTRATION & SPECIA		48,211.25	
2555	XYLEM DEWATERING SOLUTIONS U.S.A INC	10/31/2019	Regular	0.00	1,327.52	103837
<u>400954586</u>	Invoice	10/30/2019	EQUIPMENT RENTAL	0.00	1,327.52	
	<u>700-4050-7075-0000</u>	EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		1,327.52	
3675	ZENITH AMERICAN SOLUTIONS	10/31/2019	Regular	0.00	6.14	103838
<u>PD 10/11/19-10/</u>	Invoice	10/30/2019	EMPLOYEE OPTIONAL INSURANCE	0.00	6.14	
	<u>100-0000-2085-0000</u>	ZENITH WITHHOLDING	EMPLOYEE OPTIONAL INSURAN		6.14	
3602	BURRTEC WASTE GROUP, INC	10/31/2019	Regular	0.00	35,767.24	103839
<u>10022019-3</u>	Invoice	10/31/2019	Sludge Hauling Services for the WWTP	0.00	35,767.24	
	<u>700-4050-7068-0000</u>	CONTRACTUAL SERVICES	SLUDGE HAULING		35,767.24	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	73	0.00	2,295,161.48
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	3	2	0.00	19,140.32
	137	76	0.00	2,314,301.80

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	73	0.00	2,295,161.48
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	3	2	0.00	19,140.32
	137	76	0.00	2,314,301.80

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2019	2,314,301.80
			2,314,301.80



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: November 19, 2019

SUBJECT: Second Reading and Adoption of an Ordinance for a Pavement Moratorium on Newly Surfaced Streets

Background and Analysis:

The City of Beaumont is actively pursuing implementation of a City-wide pavement maintenance and management program. Based upon recent analysis, the City has an overall pavement condition index (PCI) of 71 and intends to maintain, and/or improve this rating over the next 5 years.

The following are the four condition categories associated with the City's PCI:

- Condition Category I - Good to Very Good/Excellent (PCI 70 - 100),
- Condition Category II/III - At-Risk to Fair (PCI 50 - 70),
- Condition Category IV - Poor (PCI 25 - 50), and
- Condition Category V- Very Poor (PCI 0 - 25).

In order to effectively implement a successful pavement management program, staff recommends implementation of a pavement cut moratorium. The purpose of a pavement cut moratorium is to protect the public's investment in its infrastructure and ensure roadways do not deteriorate faster than expected as a result of private development. With an anticipated investment of nearly \$1,900,000 in street rehabilitation this fiscal year, it is imperative that the City take the necessary steps to protect its investment to the maximum extent practicable.

As part of the City's pavement management program, staff is giving utility purveyors the opportunity to perform any needed maintenance work on their respective utility prior to construction. Once the road is rehabilitated, the roadway will be placed under a moratorium which will not allow utility purveyors or contractors to excavate the roadway for construction or maintenance work. City of Beaumont staff will be expected to comply with the same criteria.

Allowing utility trenching and street cuts to newly resurfaced streets increases the likelihood of premature pavement degradation, premature structural failures, jeopardizes a smooth riding surface for all modes of transportation, and creates negative visual impacts.

The moratorium requires that no trenching or excavation shall be permitted in any street that has been newly constructed, or reconstructed, for a period of five (5) years after completion of, or from recordation of a notice of completion. For streets that have been recently slurry sealed, fog sealed, or other surface additive, the pavement surface shall not be cut or opened for a period of three (3) years from completion.

The City Engineer/Public Works Director may grant exceptions to the moratorium for:

- Emergencies which endanger life, or public health and safety.
- Work that is mandated by City, State, or Federal legislation.
- Services to buildings or properties where no other reasonable means of providing service exists.

When granted exceptions to this regulation, the Public Works Department shall impose conditions determined appropriate to ensure the rapid and complete restoration of the street and street paving (see attached ordinance). Any persons who are required to repave a street shall obtain an encroachment permit and will be responsible for the full cost of plan preparation, plan review, construction inspection, material testing, bonding, soils testing, and all other expenses related to the work. Under circumstances where permission is granted, excavations made in moratorium streets shall be permanently patched and all permitted work and material shall meet current City Standards and/or Greenbook Standard Specifications for Public Works Construction (see attached ordinance.)

Fiscal Impact:

The cost to prepare this staff report and moratorium is approximately \$100. There is no additional fiscal impact at this time.

Recommendation:

1. Waive the second full reading and adopt by title only, "An Ordinance of the City of Beaumont for a Moratorium on pavement Cuts on Recently Resurfaced Streets."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Ordinance for Pavement Moratorium](#)

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF BEAUMONT
FOR A MORATORIUM ON PAVEMENT CUTS ON
RECENTLY RESURFACED STREETS**

WHEREAS, the City of Beaumont seeks to minimize pavement degradation, maintain structural integrity of streets, maintain a smooth surface for all modes of transportation, and reduce negative visual impacts. By having a street cut moratorium, contractors or utilities companies with proposed projects that require excavation of roadways can more effectively plan and review conflicts that may be encountered.

WHEREAS, under circumstances where permission to excavate is granted notwithstanding the moratorium, excavations shall be permanently patched, all permitted work and material shall meet current City Standards and Greenbook Standard Specifications for Public Works as further provided in this ordinance.

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

SECTION 1. A new Chapter 12.31 is hereby added to the Beaumont Municipal Code to read as follows:

12.31.01. No trenching or excavation shall be permitted in any street that has been constructed, or reconstructed, the pavement surface shall not be cut or opened for a period of five (5) years after completion of, or from recordation of a notice of completion. On a slurry sealed street, the pavement surface shall not be cut or opened for a period of (3) years from completion.

12.31.02. The City Engineer/Public Works Director may grant exception to the moratorium for:

- A. Emergencies which endanger life, or public health and safety.
- B. Work that is mandated by city, state or federal legislation.
- C. Service to buildings or properties where no other reasonable means of providing service exists.

12.31.03. To request an exception, the applicant shall submit the following information to the Public Works Department:

- A. The location of excavation.
- B. Which exception from the moratorium stated above is being claimed.
- C. Description of the work to be performed.
- D. Justification from the applicant why the work was not performed before the roadway was resurfaced.
- E. Justification as to why the work cannot be completed via jack and bore or directional drill method(s).

- F. Justification from the applicant why the work cannot be deferred until after moratorium expires.
- G. Justification why the work cannot be performed in another location.

12.31.04. If the Public Works Department approves an exception to the moratorium, it shall impose conditions determined appropriate to ensure the rapid and complete restoration of the street and street paving, which include, but are not limited to:

- A. Street grinding, and subbase repairs.
- B. Fog seal and all striping replaced.
- C. Raising of manholes and monuments.
- D. The resurface area shall be a minimum of 12' wide for each traffic lane affected by the excavation, or more, as determined by the Public Works Director at their sole discretion.
- E. The resurface area shall extend a minimum of 25' long in both directions as measured from the edge of the excavation, or more, as determined by the Public Works Director at their sole discretion.
- F. Compaction of base material and subgrade to minimum 95% relative compaction.
- G. On arterial or collector streets, the entire area to be resurfaced shall be cold planed a minimum 0.20' deep, or more, as determined by the Public Works Director at their sole discretion and repaved per City standards.
- H. On local streets, the entire area to be resurfaced shall be cold planed a minimum 0.15' deep, or more, as determined by the Public Works Director at their sole discretion and repaved per City standards.
- I. Where new asphaltic concrete (AC) pavement will be placed, tack coat will be placed where they join with existing street pavement surfaces.
- J. For areas where rubberized asphalt exists the material used for replacement shall be in kind.

12.31.05. Any person who is required to repave a street under this ordinance shall be required to obtain an Encroachment Permit and comply with the other provisions of Beaumont Municipal Code Chapter 12.12 and shall be responsible for the full cost of plan preparation, plan review, construction inspection, material testing, bonding, soils testing and all other expenses related to the work.

12.31.06. Violations.

A. Any condition caused or permitted to exist in violation of any provisions of this Chapter, the City Code, or State or City law is declared a public nuisance and may be abated by the City either pursuant to Chapter 8.32 of the Beaumont Municipal Code or any other available civil and/or criminal remedy, including but not limited to a restraining order, temporary and permanent injunctive relief, and other relief set forth in this Chapter, City Code and/or State Law.

B. Any Person found to be in violation of or in non-compliance with any of the requirements of this Chapter or applicable provisions of the Beaumont Municipal Code shall be subject to any

enforcement remedies available under the law and/or the Beaumont Municipal Code including, but not limited to, Chapter 1.17 and Chapter 8.32.

C. Any Person violating any of the provisions of this Chapter or any provisions or part hereof, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of up to \$1,000.00 per day per violation or by imprisonment for a period of not more than six months, or by both such fine and imprisonment. No civil action shall prevent criminal prosecution for any violation of the provisions of this Chapter, City Code and/or State law.

D. In lieu of issuing a misdemeanor citation, the City may reduce the penalty to an infraction or issue an administrative citation, and/or assess an administrative fine up to the maximum amount(s) permitted by law and the Code.

E. Each violation of this Chapter shall constitute a separate violation and each violation may be charged as a separate count in the event of administrative or criminal enforcement action.

SECTION 2. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 5. Violation of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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 5th day of November, 2019, by the following roll call vote:

AYES: White, Lara, Carroll, Santos, Martinez
NOES:
ABSENT:
ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Beaumont, California, held on the 19th day of November 2019.

AYES: White, Lara, Carroll, Santos, Martinez
NOES:
ABSENT:
ABSTAIN:

Julio Martinez, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: November 19, 2019

SUBJECT: Final Approval of Tract Map No. 37427 for Pardee Homes Located Within the Sundance Development

Background and Analysis:

As part of the development process to subdivide a parcel(s) into five or more parcels, a tentative tract map is reviewed and approved by the Planning Commission and City Council. During the review process, staff reviews conditions of approval (conditions) provided by all City Departments and prepares final conditions to be issued with the tentative tract map approval. Once a tentative tract map is approved by City Council and conditions have been satisfied, final approval by City Council is required.

On May 1, 2018, City Council approved Tentative Tract Map No. 37427 subject to the completion of conditions. The tentative tract map is a proposal by Pardee Homes to subdivide 8.40 acres into 31 single family residential lots, located within the Sundance Development at the northeast corner of Cherry Avenue and Mary Lane, formerly the Chavez Elementary School site.

Staff has determined the developer has satisfied certain conditions for the map, and recommends the final map be approved pursuant to Section 16.36.090 of the Beaumont Municipal Code. However, if the City Council determines sufficient/significant map conditions have not been fulfilled, they may deny approval of the map with a finding identifying the incomplete conditions.

Fiscal Impact:

The cost to prepare this staff report is estimated at \$350.

Recommendation:

Staff recommends that the City Council approve Final Tract Map No. 37427 as it is in substantial conformance with the approved Tentative Tract Map.

Attachments:

[Final Tract Map 37427](#)

THIS SUBDIVISION CONTAINS:

33 NUMBERED LOTS
4 LETTERED LOTS
37 LOTS TOTAL
8.40 ACRES GROSS

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

SHEET 1 OF 4 SHEETS

TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF MAPS AT PAGES _____, AT
THE REQUEST OF THE CITY CLERK, CITY OF BEAUMONT.
NO. _____
FEE \$ _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: LOT "A" (CHERRY AVENUE), LOT "B" (OCALA LANE), LOT "C" (TINSLEY WAY), AND LOT "D" (TIELO STREET). THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENTS.

WE HEREBY RETAIN FOR DRAINAGE PURPOSES AND THE MAINTENANCE THEREOF, LOT 32 FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP. (FOR TURNOVER TO THE HOMEOWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
WE HEREBY DEDICATE IN FEE TO THE CITY OF BEAUMONT, LOT 33 FOR DRAINAGE AND LANDSCAPE PURPOSES AND THE MAINTENANCE THEREOF.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
THE EASEMENTS DESIGNATED AS "5' PUE" OVER LOTS 1 THROUGH 32, INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

PARDEE HOMES, A CALIFORNIA CORPORATION

JEFF CHAMBERS
VICE PRESIDENT

MICHAEL C. TAYLOR
DIVISION PRESIDENT

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARDEE HOMES, A CALIFORNIA CORPORATION, IN APRIL OF 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET WITHIN ONE YEAR FROM ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: _____, 20____

CHRISTOPHER LEE ALBERTS, L.S. 8508



CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 37427 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON _____, THE EXPIRATION DATE BEING _____, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: _____, 20____

ERIK HOWARD, CITY SURVEYOR
L.S. 7648

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS. (INSERT NAME)
ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES _____.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$_____.

DATED: _____, 20____

JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____, 20____

CASH OR SURETY TAX BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 37427.

THE DEDICATION OF LOT "A" (CHERRY AVENUE) IN FEE IS ACCEPTED.

THE DEDICATION OF LOT "B" (OCALA LANE), LOT "C" (TINSLEY WAY), AND LOT "D" (TIELO STREET) IN FEE FOR STREET AND PUBLIC UTILITY PURPOSES, ARE ACCEPTED, SUBJECT TO IMPROVEMENTS.

LOT 33, IN FEE FOR DRAINAGE AND LANDSCAPE PURPOSES AND THE MAINTENANCE THEREOF IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

THE EASEMENTS FOR PUBLIC UTILITY PURPOSES SHOWN AS "5' PUE" OVER LOTS 1 THROUGH 32, INCLUSIVE, ARE ACCEPTED, SUBJECT TO IMPROVEMENTS.

WE HEREBY CERTIFY THE ABANDONMENT OF THE FOLLOWING:

THE EASEMENT FOR PUBLIC ROAD AND DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 11, 1991 AS INSTRUMENT NO. 196331, O.R.

DATED: _____, 20____

CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS. (INSERT NAME)
ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES _____.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1) THE COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED JUNE 11, 1991 AS INSTRUMENT NO. 196331, O.R.

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 11, 1991 AS INSTRUMENT NO. 196331, O.R. AND NOT SHOWN HEREON.

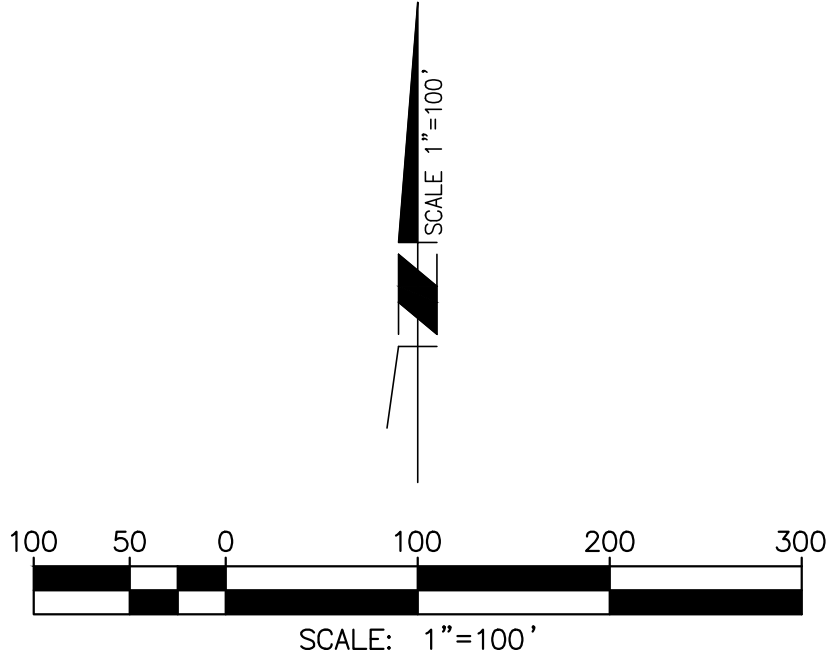
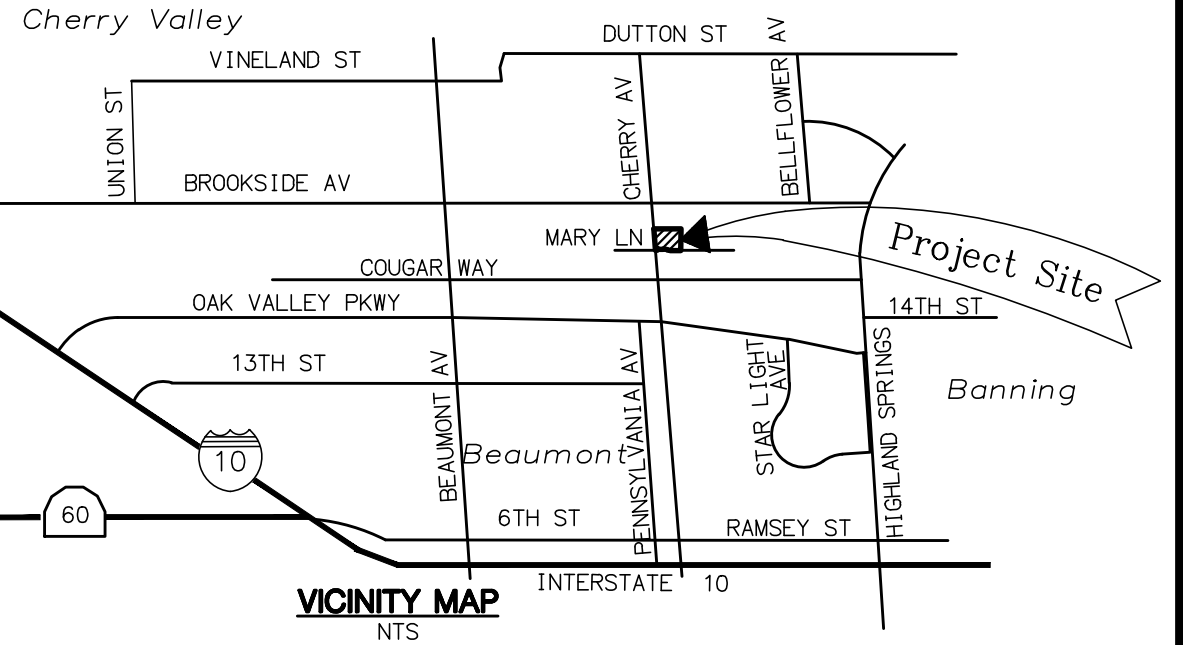
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 2 OF 4 SHEETS

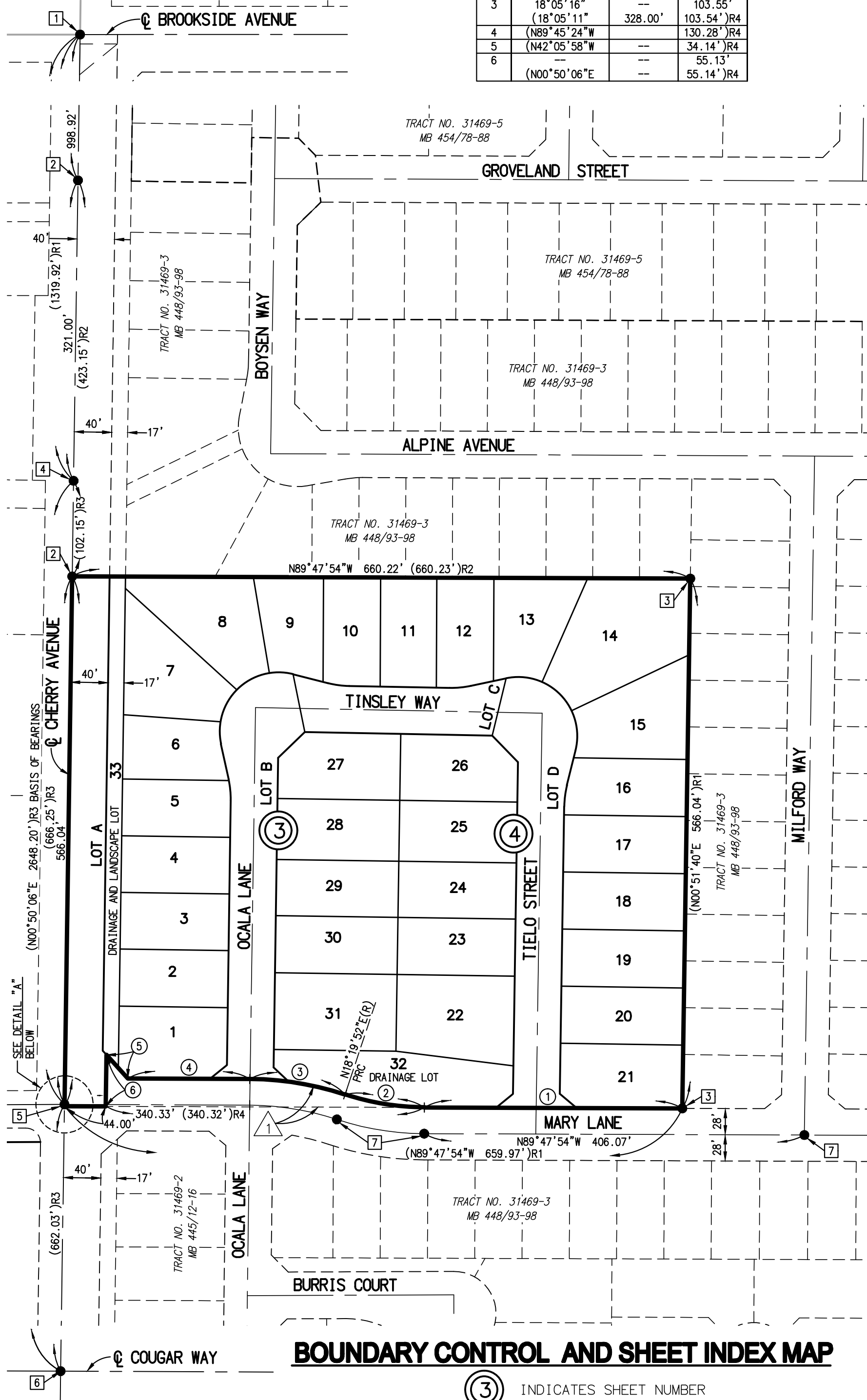
TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

**Michael Baker
INTERNATIONAL**



LINE/CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°47'54"W	---	275.64'
2	18°07'46" (18°07'41")	272.00'	86.07' 86.06' R4
3	18°05'16" (18°05'11")	328.00'	103.55' 103.54' R4
4	(N89°45'24"W	---	130.28' R4
5	(N42°05'58"W	---	34.14' R4
6	---	---	55.13'
	(N00°50'06"E	---	55.14' R4



BASIS OF BEARINGS NOTE:

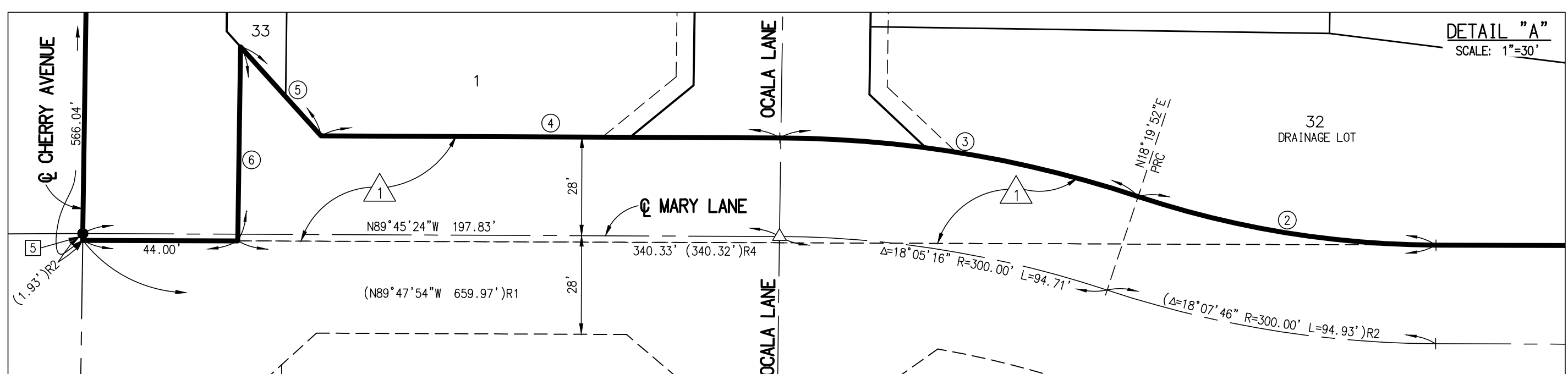
THE BEARING OF N00°50'06"E ALONG THE CENTERLINE OF CHERRY AVENUE AS SHOWN ON TRACT MAP NO. 35575, M.B. 427/71-76; RECORDS OF RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEYOR'S NOTES:

- () R1 - DENOTES RECORD DATA PER TRACT NO. 35575, FILED IN MAP BOOK 427, PAGES 71 THROUGH 76, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- () R2 - DENOTES RECORD DATA PER TRACT NO. 31469-3, FILED IN MAP BOOK 448, PAGES 93 THROUGH 98, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- () R3 - DENOTES RECORD DATA PER TRACT NO. 31469-2, FILED IN MAP BOOK 448, PAGES 12 THROUGH 16, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- () R4 - DENOTES RECORD DATA PER DOCUMENT RECORDED 2/19/2015 AS INST. #2015-0067453, O.R., AND MEASURED, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT ANGLE POINTS AND ENDS OF CURVE. IN LIEU OF FRONT CORNERS, SET LEAD, TACK AND TAG "L.S. 8508", AT P.L. PROD ON TOP OF CURB AT SIDE LOT LINES PRODUCED.
- SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE.
- △ SET COPPERWELD MONUMENT STAMPED "L.S. 8508"
- DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON:
 - FOUND 1-1/2" BRASS CAP STAMPED "LS 4547, FLUSH, PER TRACT NO. 35575, MB 427/71-76.
 - MONUMENT TO BE SET PER TRACT NO. 31469-3, M.B. 448/93-98.
 - FOUND 1" IRON PIPE & TAG STAMPED "LS 7930, FLUSH, PER TRACT NO. 35575, MB 427/71-76.
 - FOUND 1" IRON PIPE W/TAG "RCE 11436", DN. 0.3', PER TRACT NO. 35575, MB 427/71-76.
 - FOUND 1" IRON PIPE W/TAG "RCE 11436", DN. 0.4', PER TRACT NO. 35575, MB 427/71-76.
 - FOUND 1" IRON PIPE, NO TAG, DN. 0.4', PER TRACT NO. 35575, MB 427/71-76. ACCEPTED AS W 1/4 CORNER OF SEC. 35.
 - FOUND COPPERWELD MONUMENT STAMPED "L.S. 8508" PER TRACT NO. 31469-3, MB 448/93-98.

EASEMENT NOTES:

- △ INDICATES A DEDICATION TO CITY OF BEAUMONT PER DOCUMENT RECORDED FEBRUARY 19, 2015 AS DOCUMENT NO. 2015-0067453, O.R.
- 5' PUE INDICATES A 5' PUBLIC UTILITY EASEMENT AS DEDICATED HEREON.



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

SHEET 3 OF 4 SHEETS

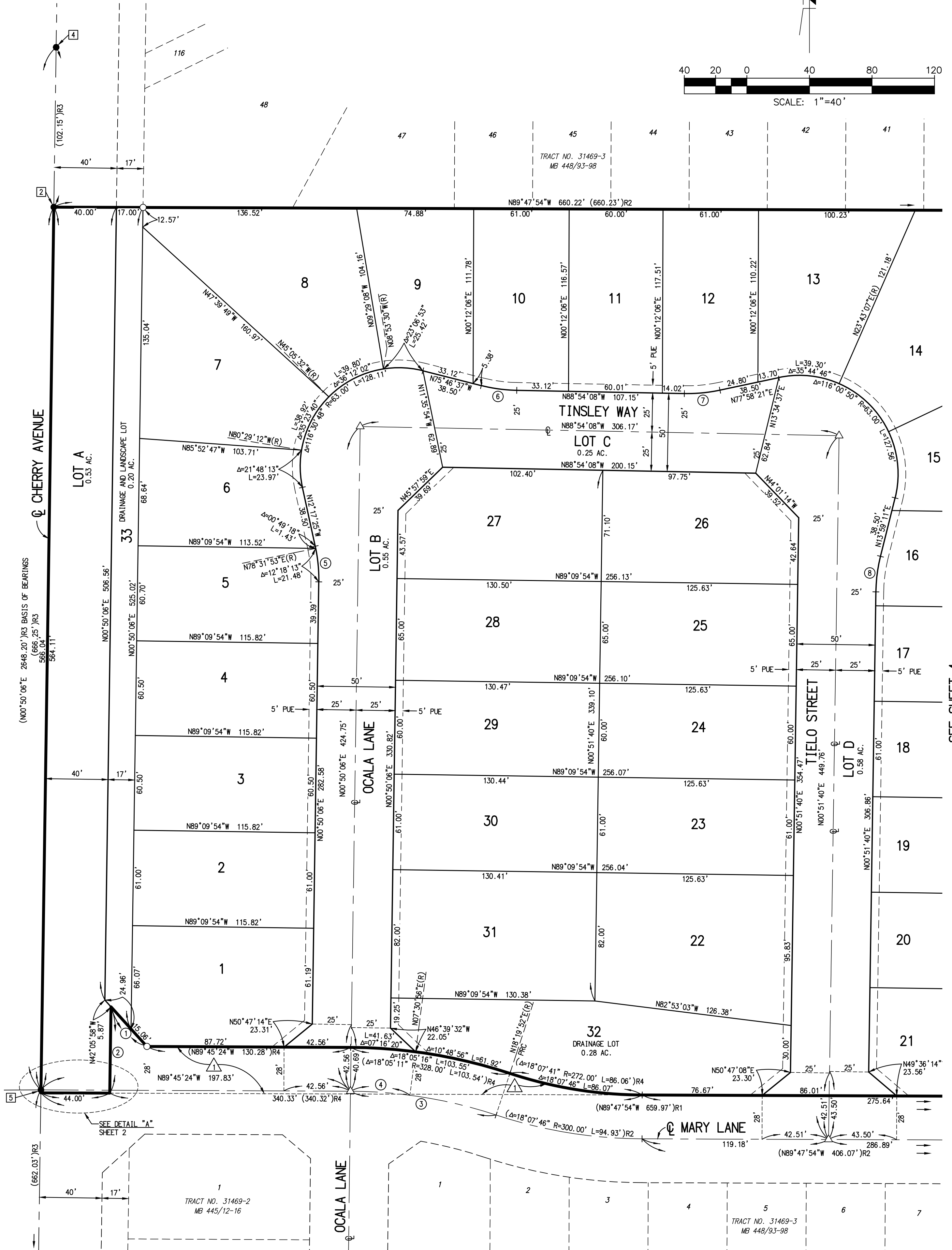
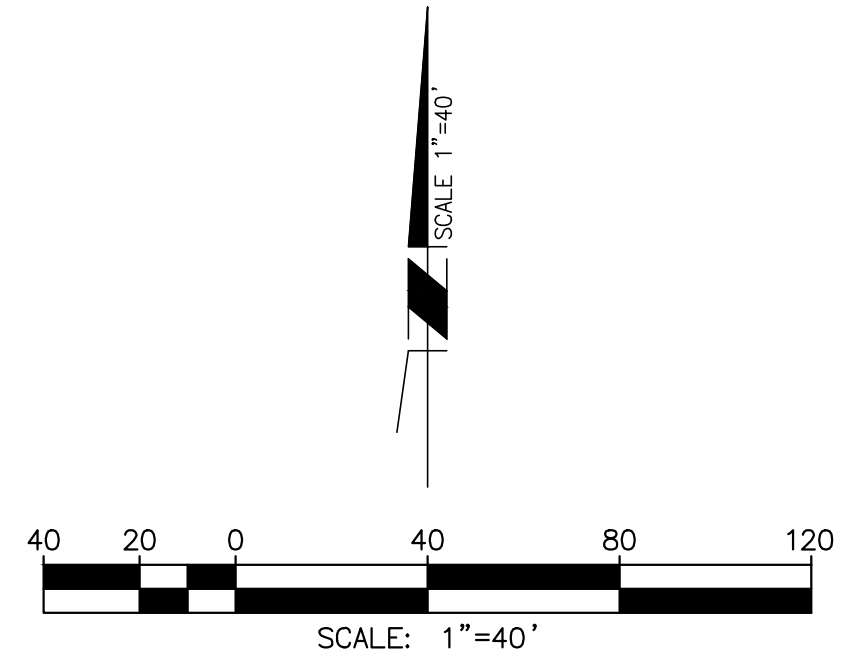
TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

NOTE:
SEE SHEET 2 FOR BASIS OF BEARINGS, SURVEYOR'S NOTES, EASEMENTS AND BOUNDARY CONTROL.

LINE/CURVE DATA TABLE			
NO	BEARING/Delta	RADIUS	LENGTH
1	(N42°05'58"W	---	34.14')R4
2	---	---	55.13')
	(N00°50'06"E	---	55.14')R4
3	18°05'16"	300.00'	94.71'
4	07°16'20"	300.00'	38.08'
5	13°07'31"	100.00'	22.91'
6	13°07'31"	100.00'	22.91'
7	13°07'31"	100.00'	22.91'
8	13°07'31"	100.00'	22.91'



SEE SHEET 4

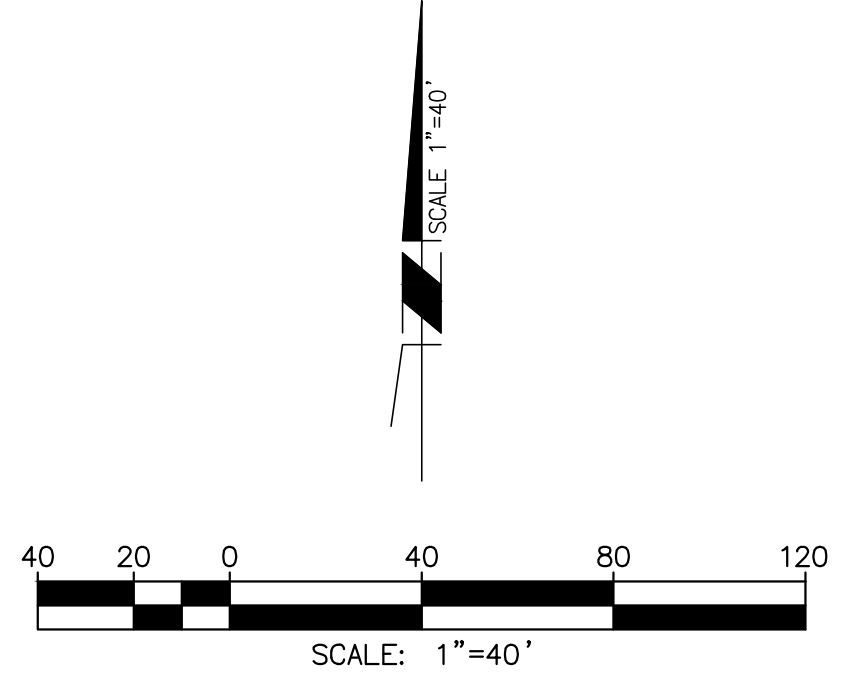
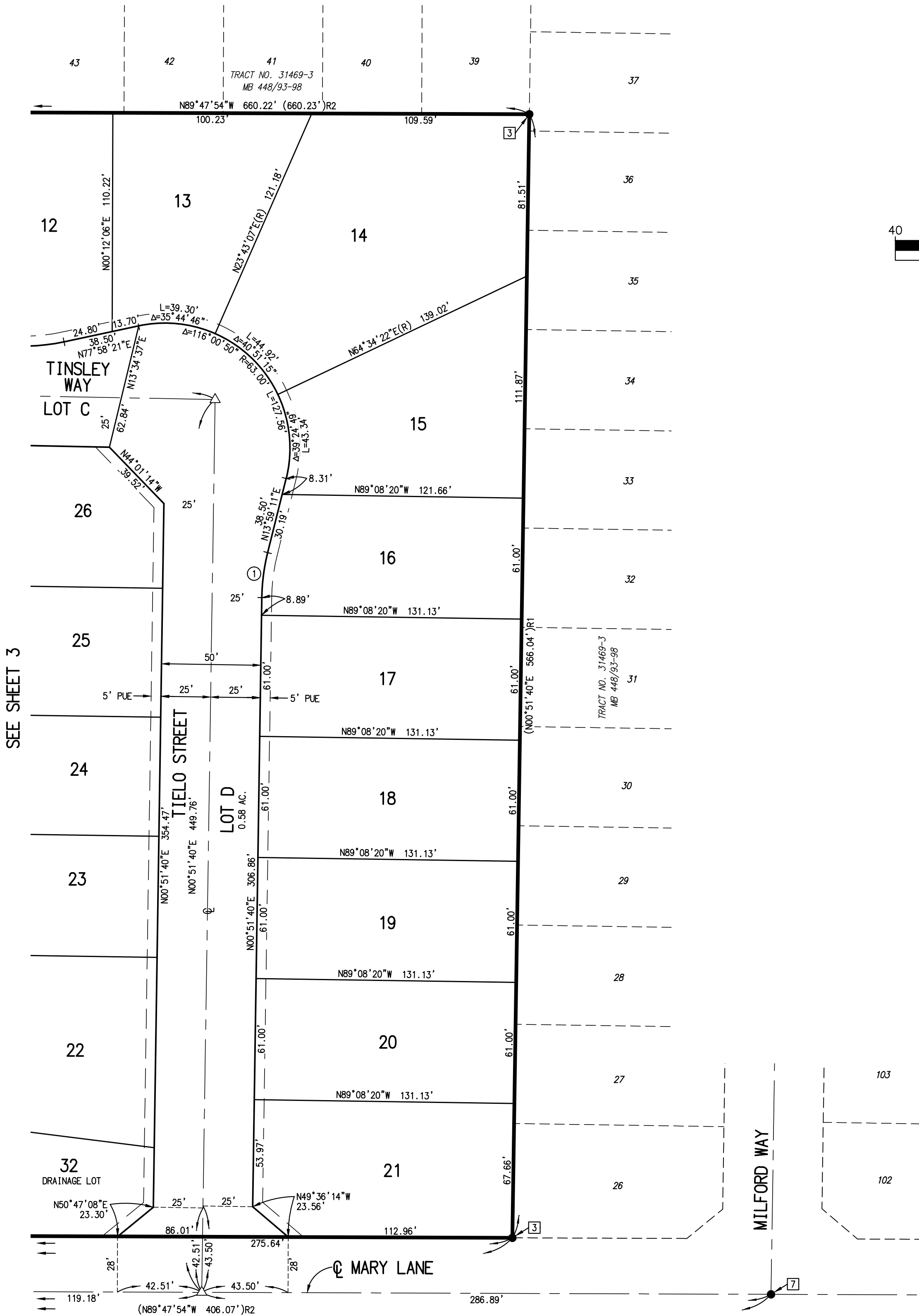
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 4 OF 4 SHEETS

TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL



SEE SHEET 3

NOTE:
SEE SHEET 2 FOR BASIS OF BEARINGS, SURVEYOR'S NOTES, EASEMENTS AND BOUNDARY CONTROL.

LINE/CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	$13^{\circ}07'31''$	100.00'	22.91'

THIS SUBDIVISION CONTAINS:

33 NUMBERED LOTS
4 LETTERED LOTS
37 LOTS TOTAL
8.40 ACRES GROSS

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

SHEET 1 OF 4 SHEETS

TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____ AT _____ M.
IN BOOK _____ OF MAPS AT PAGES _____, AT
THE REQUEST OF THE CITY CLERK, CITY OF BEAUMONT.
NO. _____
FEE \$ _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY
SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: LOT "A" (CHERRY AVENUE), LOT "B" (OCALA LANE), LOT "C" (TINSLEY WAY), AND LOT "D" (TIELO STREET). THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENTS.

WE HEREBY RETAIN FOR DRAINAGE PURPOSES AND THE MAINTENANCE THEREOF, LOT 32 FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP. (FOR TURNOVER TO THE HOMEOWNERS ASSOCIATION FOR OWNERSHIP AND MAINTENANCE.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
WE HEREBY DEDICATE IN FEE TO THE CITY OF BEAUMONT, LOT 33 FOR DRAINAGE AND LANDSCAPE PURPOSES AND THE MAINTENANCE THEREOF.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
THE EASEMENTS DESIGNATED AS "5' PUE" OVER LOTS 1 THROUGH 32, INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.

PARDEE HOMES, A CALIFORNIA CORPORATION

JEFF CHAMBERS
VICE PRESIDENT

MICHAEL C. TAYLOR
DIVISION PRESIDENT

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PARDEE HOMES, A CALIFORNIA CORPORATION, IN APRIL OF 2015. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET WITHIN ONE YEAR FROM ACCEPTANCE OF IMPROVEMENTS BY CITY COUNCIL AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: _____, 20____

CHRISTOPHER LEE ALBERTS, L.S. 8508



CITY SURVEYOR'S STATEMENT

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME OR UNDER MY SUPERVISION AND FOUND TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT MAP 37427 AS FILED, AMENDED, AND APPROVED BY THE CITY COUNCIL ON _____, THE EXPIRATION DATE BEING _____, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.

DATED: _____, 20____

ERIK HOWARD, CITY SURVEYOR
L.S. 7648

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS. (INSERT NAME)
ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES _____.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) SS. (INSERT NAME)
ON _____ BEFORE ME, _____, A NOTARY PUBLIC

PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE

PRINT NAME

MY COMMISSION EXPIRES _____.

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

SIGNATURE OMISSIONS NOTE

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

- 1) THE COUNTY OF RIVERSIDE, HOLDER OF AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, RECORDED JUNE 11, 1991 AS INSTRUMENT NO. 196331, O.R.

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$_____.

DATED: _____, 20____ JON CHRISTENSEN, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: _____, 20____

CASH OR SURETY TAX BOND
JON CHRISTENSEN
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

BEAUMONT CITY COUNCIL CERTIFICATE

THE CITY OF BEAUMONT, STATE OF CALIFORNIA, BY ITS CITY COUNCIL, HEREBY APPROVES TRACT NO. 37427.

THE DEDICATION OF LOT "A" (CHERRY AVENUE) IN FEE IS ACCEPTED.

THE DEDICATION OF LOT "B" (OCALA LANE), LOT "C" (TINSLEY WAY), AND LOT "D" (TIELO STREET) IN FEE FOR STREET AND PUBLIC UTILITY PURPOSES, ARE ACCEPTED, SUBJECT TO IMPROVEMENTS.

LOT 33, IN FEE FOR DRAINAGE AND LANDSCAPE PURPOSES AND THE MAINTENANCE THEREOF IS ACCEPTED, SUBJECT TO IMPROVEMENTS.

THE EASEMENTS FOR PUBLIC UTILITY PURPOSES SHOWN AS "5' PUE" OVER LOTS 1 THROUGH 32, INCLUSIVE, ARE ACCEPTED, SUBJECT TO IMPROVEMENTS.

WE HEREBY CERTIFY THE ABANDONMENT OF THE FOLLOWING:

THE EASEMENT FOR PUBLIC ROAD AND DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 11, 1991 AS INSTRUMENT NO. 196331, O.R.

DATED: _____, 20____

CITY CLERK, CITY OF BEAUMONT,
RIVERSIDE COUNTY, CALIFORNIA

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434(g) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

AN EASEMENT FOR PUBLIC ROAD AND DRAINAGE, PUBLIC UTILITY AND PUBLIC SERVICES AND INCIDENTAL PURPOSES, IN FAVOR OF THE COUNTY OF RIVERSIDE, RECORDED JUNE 11, 1991 AS INSTRUMENT NO. 196331, O.R. AND NOT SHOWN HEREON.

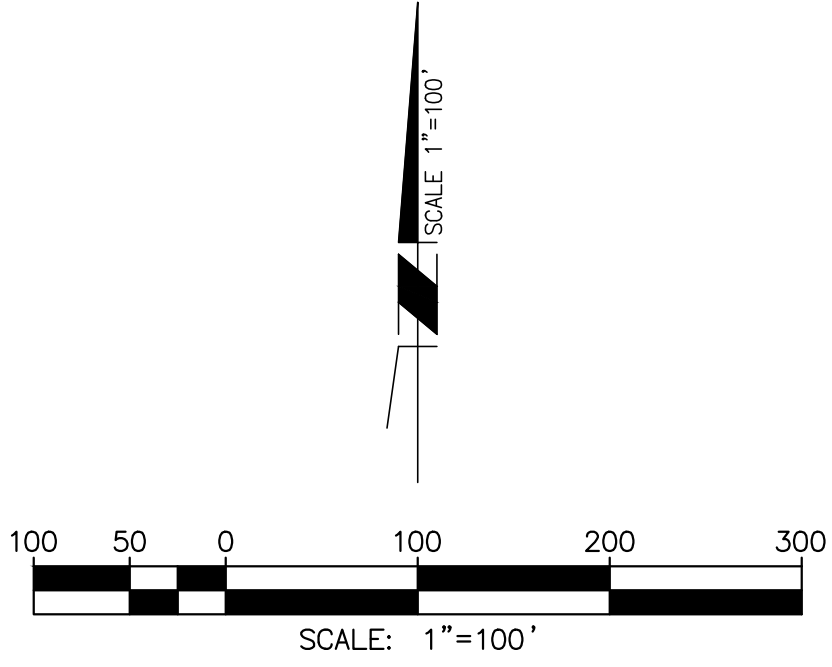
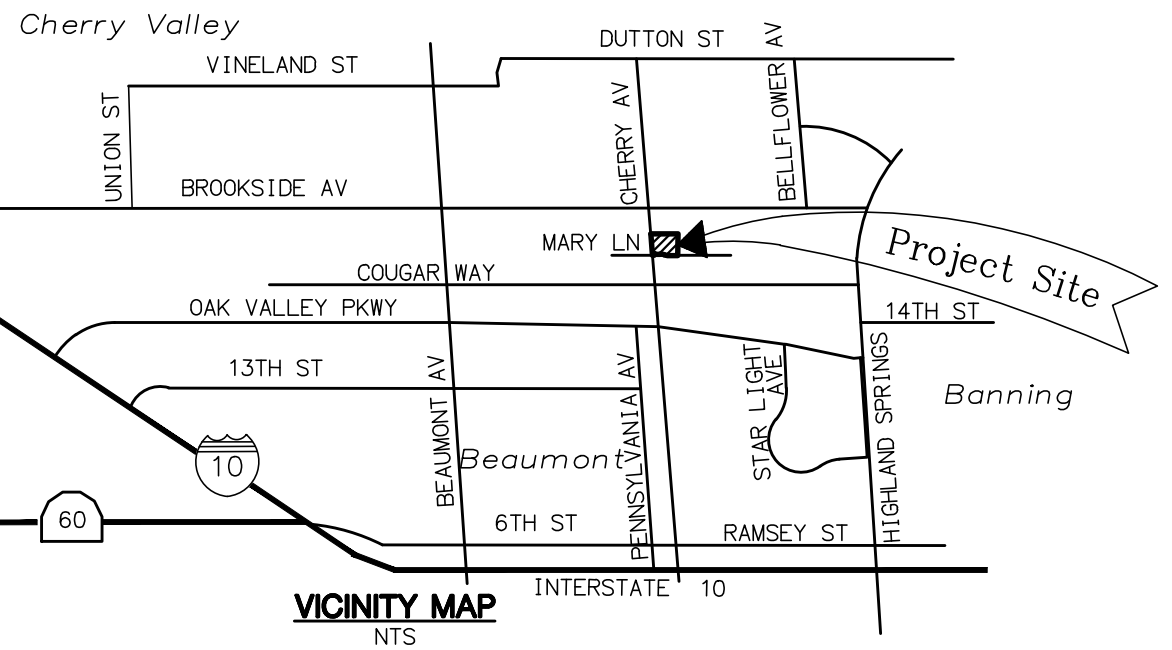
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 2 OF 4 SHEETS

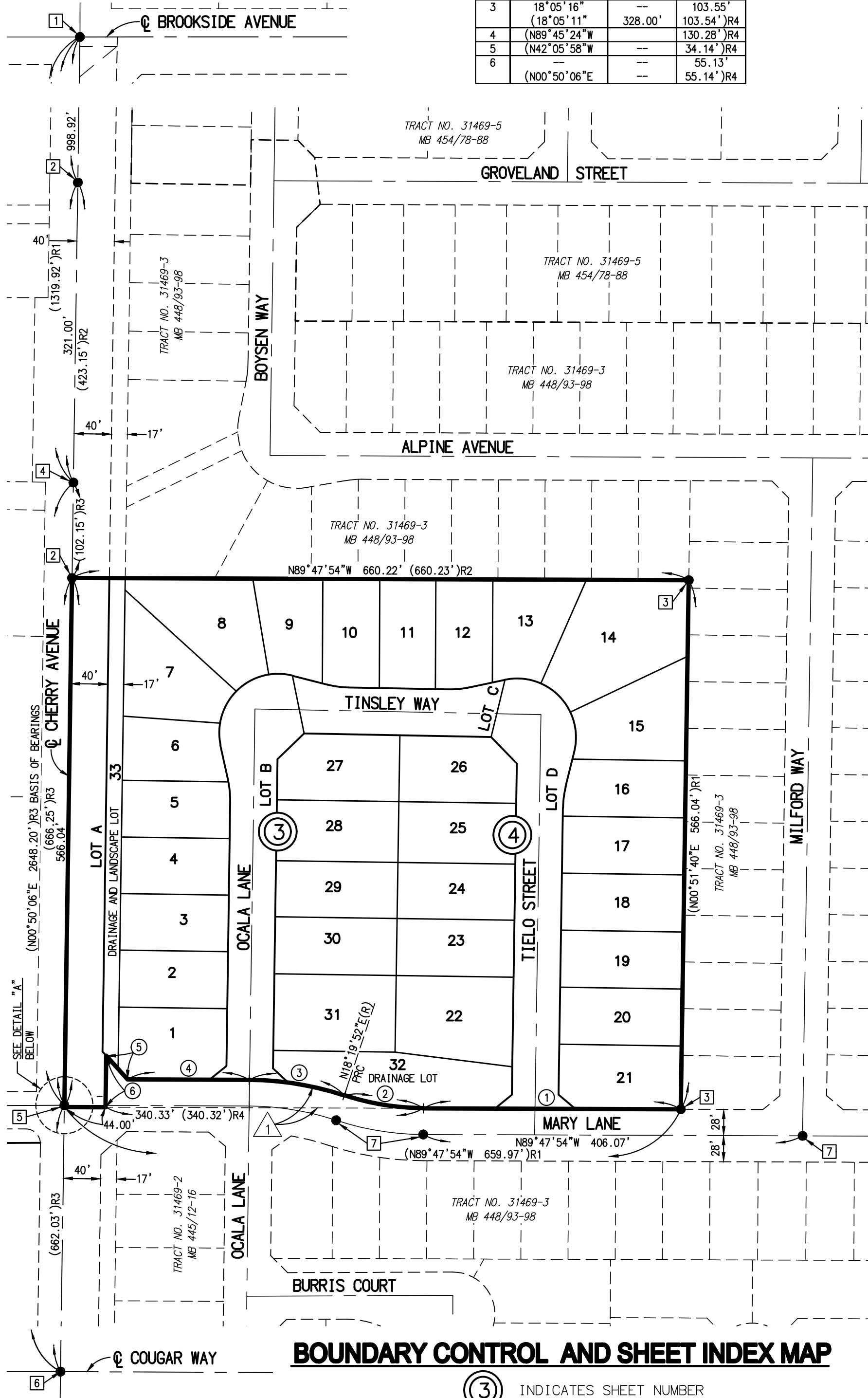
TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL



LINE/CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N89°47'54"W	---	275.64'
2	18°07'46" (18°07'41")	272.00'	86.07' 86.06' R4
3	18°05'16" (18°05'11")	328.00'	103.55' 103.54' R4
4	(N89°45'24"W	---	130.28' R4
5	(N42°05'58"W	---	34.14' R4
6	---	---	55.13'
	(N00°50'06"E	---	55.14' R4



BASIS OF BEARINGS NOTE:

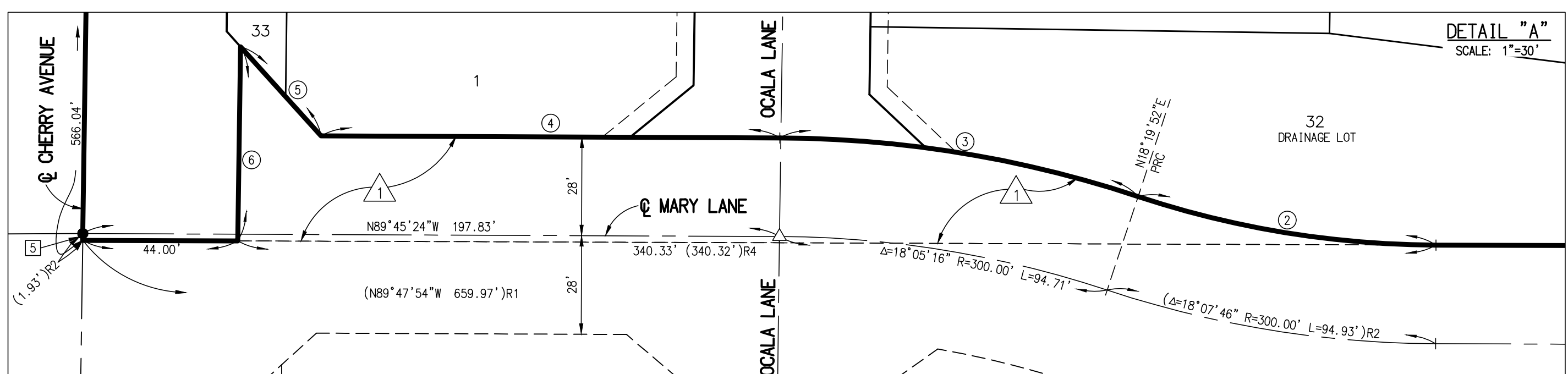
THE BEARING OF N00°50'06"E ALONG THE CENTERLINE OF CHERRY AVENUE AS SHOWN ON TRACT MAP NO. 35575, M.B. 427/71-76; RECORDS OF RIVERSIDE COUNTY, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEYOR'S NOTES:

- () R1 - DENOTES RECORD DATA PER TRACT NO. 35575, FILED IN MAP BOOK 427, PAGES 71 THROUGH 76, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- () R2 - DENOTES RECORD DATA PER TRACT NO. 31469-3, FILED IN MAP BOOK 448, PAGES 93 THROUGH 98, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- () R3 - DENOTES RECORD DATA PER TRACT NO. 31469-2, FILED IN MAP BOOK 448, PAGES 12 THROUGH 16, INCLUSIVE, RECORDS OF THE COUNTY OF RIVERSIDE, AND MEASURED, UNLESS OTHERWISE NOTED.
- () R4 - DENOTES RECORD DATA PER DOCUMENT RECORDED 2/19/2015 AS INST. #2015-0067453, O.R., AND MEASURED, UNLESS OTHERWISE NOTED.
- ALL MONUMENTS SHOWN AS SET WILL BE SET WITHIN ONE YEAR AFTER THE ACCEPTANCE OF IMPROVEMENTS BY THE CITY COUNCIL.
- SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE AT ALL REAR LOT CORNERS, REAR AND SIDE LOT ANGLE POINTS AND ENDS OF CURVE. IN LIEU OF FRONT CORNERS, SET LEAD, TACK AND TAG "L.S. 8508", AT P.L. PROD ON TOP OF CURB AT SIDE LOT LINES PRODUCED.
- SET 1" IRON PIPE TAGGED "L.S. 8508", FLUSH; OR LEAD, TACK AND TAG "L.S. 8508", FLUSH, IN CONCRETE.
- △ SET COPPERWELD MONUMENT STAMPED "L.S. 8508"
- DENOTES FOUND MONUMENT AS NOTED AND REFERENCED HEREON:
 - FOUND 1-1/2" BRASS CAP STAMPED "LS 4547, FLUSH, PER TRACT NO. 35575, MB 427/71-76.
 - MONUMENT TO BE SET PER TRACT NO. 31469-3, M.B. 448/93-98.
 - FOUND 1" IRON PIPE & TAG STAMPED "LS 7930, FLUSH, PER TRACT NO. 35575, MB 427/71-76.
 - FOUND 1" IRON PIPE W/TAG "RCE 11436", DN. 0.3', PER TRACT NO. 35575, MB 427/71-76.
 - FOUND 1" IRON PIPE W/TAG "RCE 11436", DN. 0.4', PER TRACT NO. 35575, MB 427/71-76.
 - FOUND 1" IRON PIPE, NO TAG, DN. 0.4', PER TRACT NO. 35575, MB 427/71-76. ACCEPTED AS W 1/4 CORNER OF SEC. 35.
 - FOUND COPPERWELD MONUMENT STAMPED "L.S. 8508" PER TRACT NO. 31469-3, MB 448/93-98.

EASEMENT NOTES:

- △ INDICATES A DEDICATION TO CITY OF BEAUMONT PER DOCUMENT RECORDED FEBRUARY 19, 2015 AS DOCUMENT NO. 2015-0067453, O.R.
- 5' PUE INDICATES A 5' PUBLIC UTILITY EASEMENT AS DEDICATED HEREON.



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

SHEET 3 OF 4 SHEETS

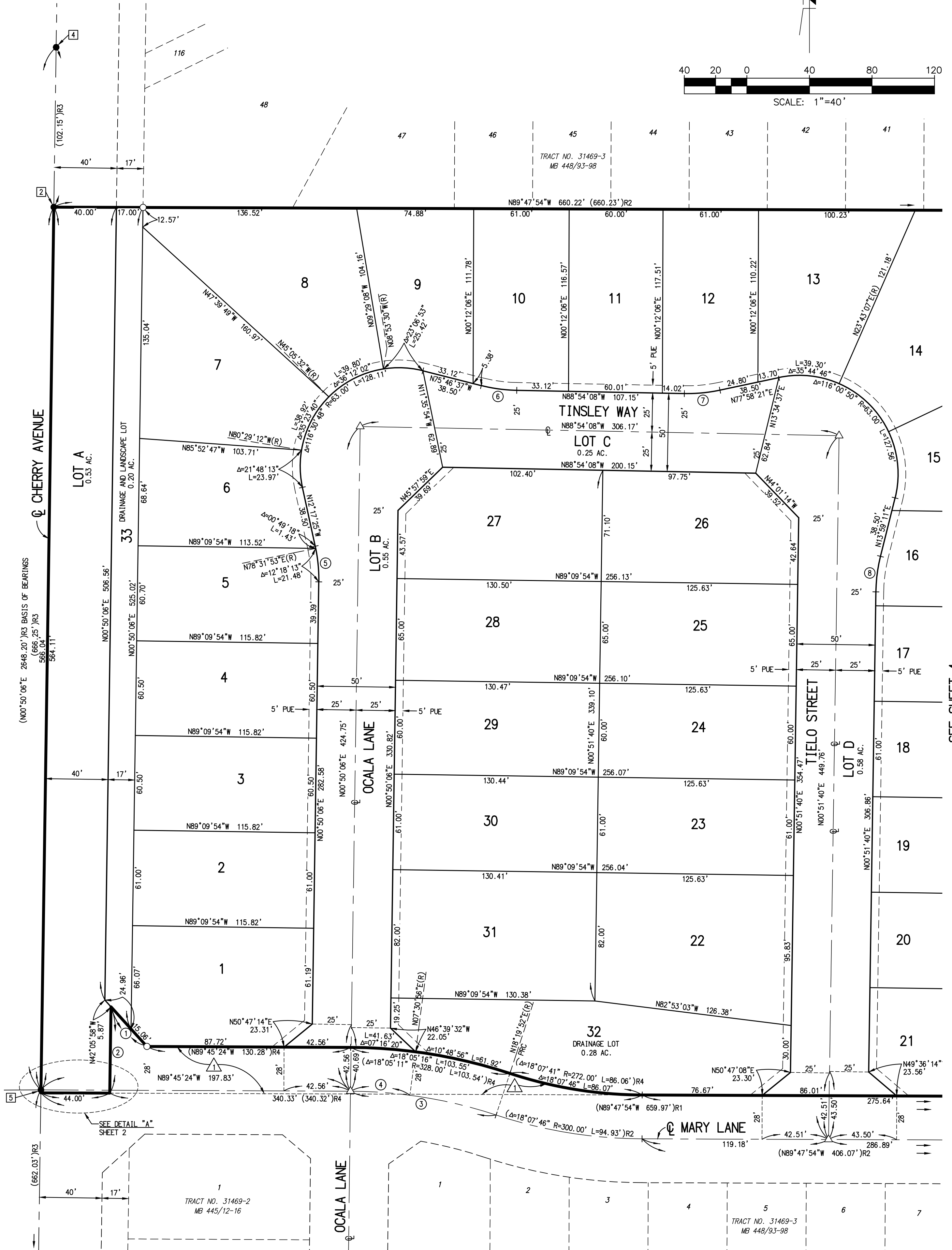
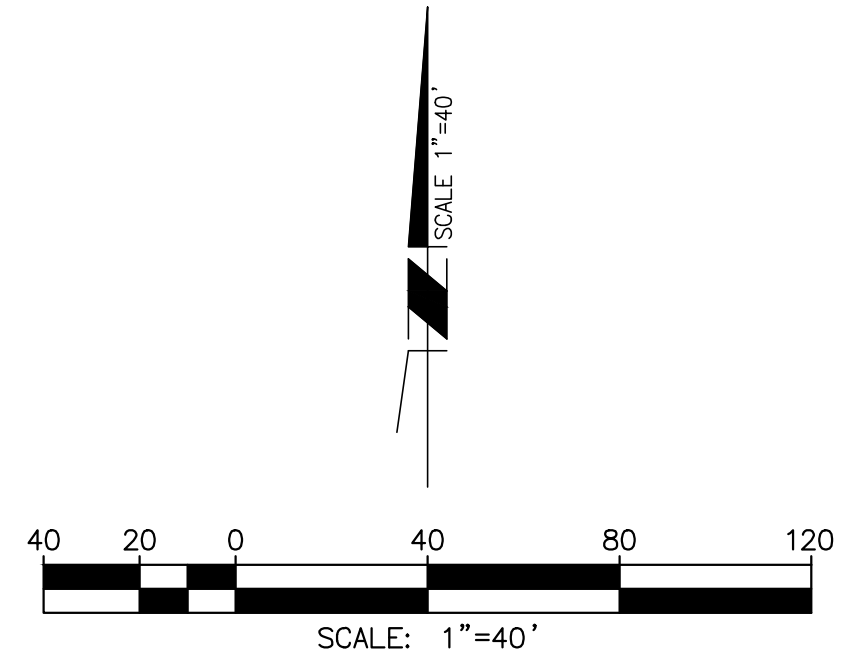
TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL

NOTE:
SEE SHEET 2 FOR BASIS OF BEARINGS, SURVEYOR'S NOTES, EASEMENTS AND BOUNDARY CONTROL.

LINE/CURVE DATA TABLE			
NO	BEARING/Delta	RADIUS	LENGTH
1	(N42°05'58"W	---	34.14')R4
2	---	---	55.13'
	(N00°50'06"E	---	55.14')R4
3	18°05'16"	300.00'	94.71'
4	07°16'20"	300.00'	38.08'
5	13°07'31"	100.00'	22.91'
6	13°07'31"	100.00'	22.91'
7	13°07'31"	100.00'	22.91'
8	13°07'31"	100.00'	22.91'



SEE SHEET 4

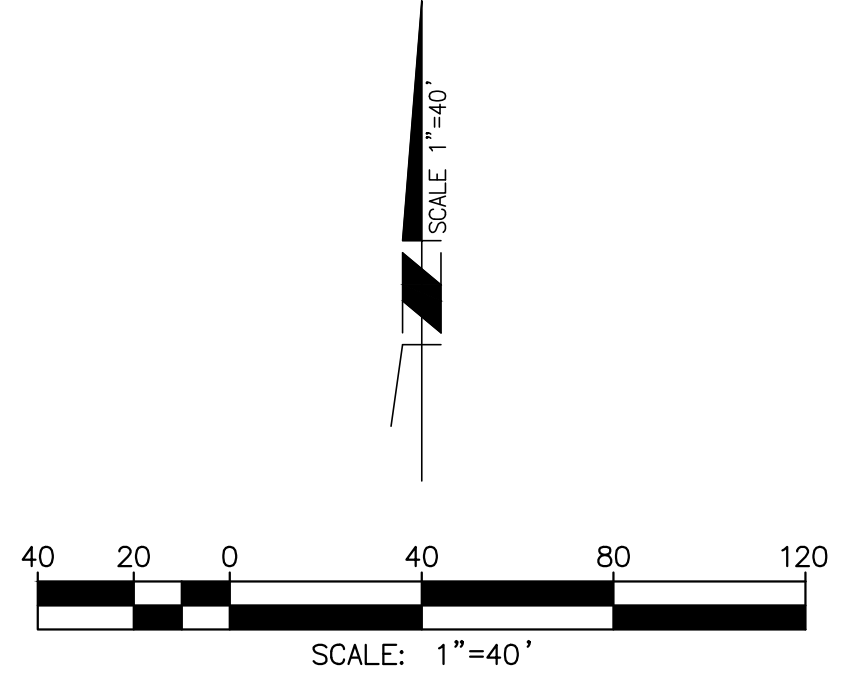
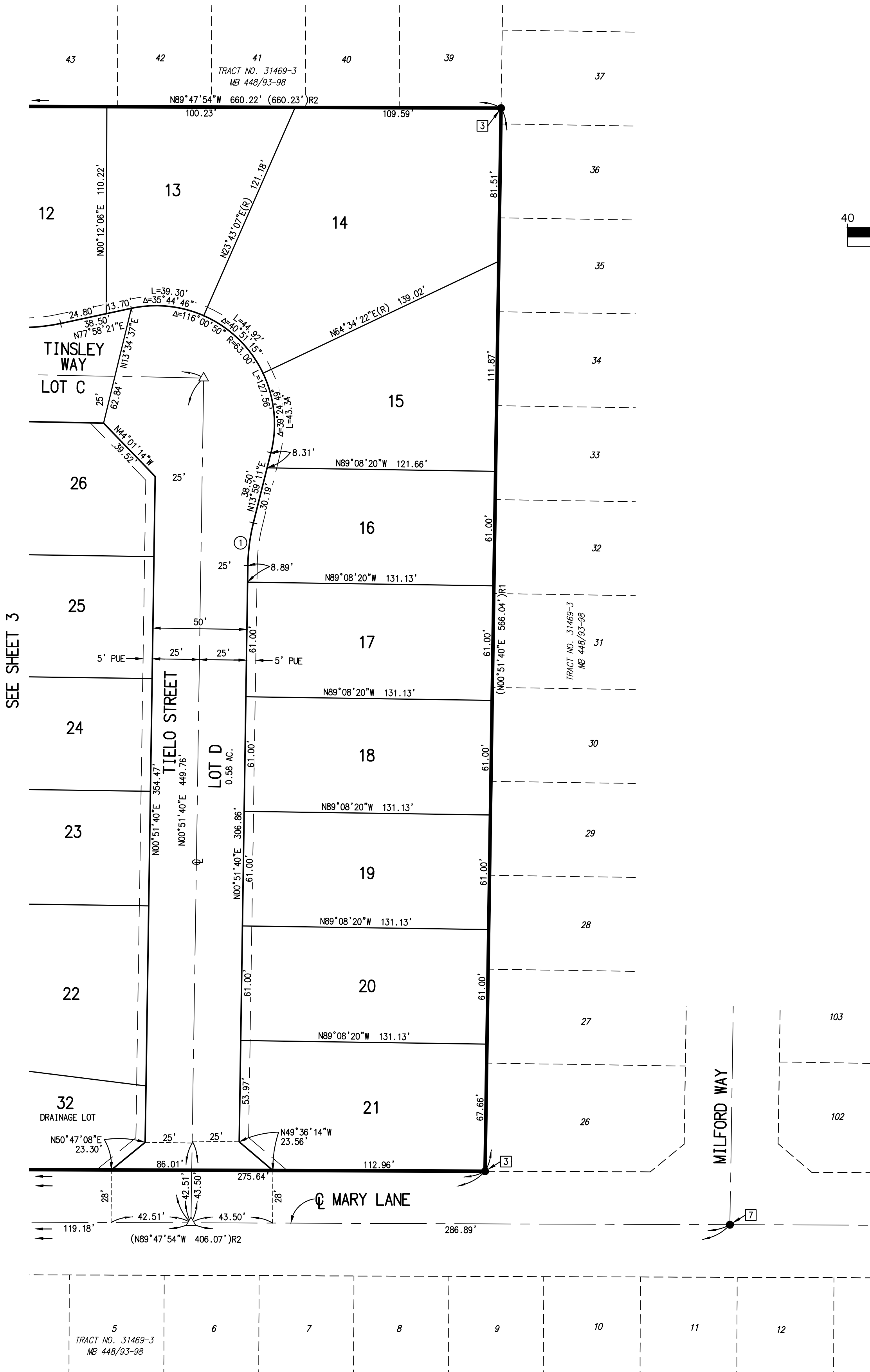
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

SHEET 4 OF 4 SHEETS

TRACT NO. 37427

BEING A PORTION OF LOT 9 AS PER MAP FILED IN BOOK 10, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 35, T. 2 S., R. 1 W., S.B.M.

Michael Baker
INTERNATIONAL



NOTE:
SEE SHEET 2 FOR BASIS OF BEARINGS, SURVEYOR'S NOTES, EASEMENTS AND BOUNDARY CONTROL.

LINE/CURVE DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	13°07'31"	100.00'	22.91'



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: November 19, 2019

SUBJECT: Authorize the Purchase of a Ford Fusion Energi Plug-In Hybrid for Solid Waste & Recycling with Fairview Ford in the Amount Not to Exceed \$33,000

Background and Analysis:

On July 1, 2019, the Collection Services Agreement between the City of Beaumont and USA Waste of California, Inc., d.b.a. Waste Management of the Inland Empire became effective. As part of that agreement a position was added to provide education and outreach of state mandates as it relates to solid waste and recycling, more accurately known as AB 939 or the California Integrated Waste Management Act. In addition to AB 939, Assembly Bills 1826 and 341 have become an integral part of compliance requiring time spent out in the field to work along-side commercial businesses as well as multi-family units to help ensure proper recycling compliance.

The City received quotes from three (3) bidders (see attached), Fairview Ford, Tesla, and Toyota of Redlands. The lowest bidder was Fairview Ford, summarized below:

- Tesla \$36,991
- Toyota of Redlands \$34,782.39
- Fairview Ford \$32,007.27

The Ford Fusion may be charged through driving and/or plugging in to a charging station. As charging stations become available in the near future, overnight charging will be utilized. Staff recommends City Council authorize the purchase of the Ford Fusion Energi Plug-In Hybrid in an amount not to exceed \$32,007.27

Fiscal Impact:

The one-time cost for the purchase of the Ford Fusion Energi Plug-In Hybrid is \$32,007.27 and will be paid for out of AQMD funds (GL 205-4000-8060-0000). This purchase is listed

in the approved FY 19/20 budget in the amount of \$30,000. The remaining balance will also come from available AQMD funds.

Recommendation:

1. Approve and authorize the issuance of a purchase order to Fairview Ford for the purchase of one (1) Ford Fusion Energi Plug-In Hybrid in the amount of \$32,007.27.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Vehicle comparisons](#)

	Tesla**	Toyota Prius - Prime Limited	Ford Fusion Energi**	have not released a 2020 yet Nissan Leaf
Cost	\$36,991	\$34,782	\$32,007	\$38,510
Fuel Type	Electric	Hybrid	Hybrid	Electric
MPG / Miles per charge	240	133 / 54	103 / 42	215 / 150
Est. Annual Fuel Cost	\$0	\$750	\$800	\$0
Battery Capacity	85kWh	8.8 kWh	7 kWh	62 kWh / 40 kWh
Warranty	8 yrs / 100,000 miles	8 yrs / 100,000 miles	multiple levels	3/36 or 5/60
Battery Replacement freq	300,000 - 500,000 miles	8 - 10 years	8 years or 80,000 miles	8 - 10 years
Battery Replacement \$	\$5,000 - \$7,000	\$1,500 - \$2,000	\$1,000 - \$6,000	\$5,500

Possible \$\$ incentives**
TBD on ordering/delivery



Payment Estimator

2019 Custom/New Inventory | Model 3 - RWD Standard Range | Odometer: 50 | Registration: USA CA 92223 Orange County |

Delivery: USA CA 92223 Orange County | Configured Price: \$35,000

Cash		Loan		Lease	
Configured Price	\$35,000	Loan Monthly Payment	\$512	Lease Monthly Payment Including est. sales tax and registration Base Monthly Payment	\$445 \$413
Trade-In Value	\$0	Term	72 mo	Term	36 mo
Trade-In Payoff	\$0	APR	3.99%	Annual Miles	10,000
Trade-in Equity	\$0				
Vehicle Price	\$36,200	Total Amount Financed	\$32,700	Upfront Tax Amount	\$441
California Sales Tax	\$2,808	Finance Tax	No	Capitalize Trade-in Equity	Yes
California Registration Fee	\$483				
Total Vehicle Price	\$39,491			Cash Down Payment	\$5,000
		Cash Down Payment	\$3,500	First Month's Lease Payment	\$445
Total Vehicle Price	\$39,491	California Sales Tax	\$2,808	Acquisition Fee	\$695
Trade-in Equity	\$0	California Registration Fee	\$483	California Upfront Sales Tax	\$441
Order Payment	-\$2,500	Trade-in Equity	\$0	California Registration Fee	\$483
		Order Payment	-\$2,500	Order Payment	-\$2,500
Total Amount Due for Delivery Including est. sales tax and registration	\$36,991	Total Amount Due for Delivery Including est. sales tax and registration	\$4,291	Total Amount Due for Delivery Including est. sales tax and registration	\$4,601
Additional Cash Details		Additional Loan Details		Additional Lease Details	
Customers who pay cash are eligible to apply for the \$1,875 federal tax credit upon filing their taxes.		Max Financed Amount	\$38,010	Residual Value	\$22,871
		Loan to Value Ratio %	90.33%	Money Factor	0.003354
		No pre-payment penalty		Lease Interest Rate	8.05%
		No loan origination fees		(This percentage may not measure the overall cost of financing this lease.)	
		Fixed rate loan		Total Amount Financed	\$31,200
				Over-mileage charge (per mile over)	\$0.25
				Disposition Fee (if vehicle is returned at scheduled end of lease)	\$395
				Federal tax credit	\$1,875
				Return Option	Yes
				Early Settlement Fee	No
				Insurance Required	Yes
				Gap Insurance Included?	Yes

The calculator above provides information about the price of the car if you pay in cash and the estimated monthly payment if you participate in Tesla Leasing or Tesla Lending. The calculator includes estimated taxes or fees, which vary from state to state and in some cases, town to town. Final tax and fee amounts may vary.

Legal disclosures for loans:
Customers who take a loan are eligible to apply for the \$1,875 federal tax credit upon filing their taxes. Available in most states. On approved credit. Not all customers will qualify. Amount financed includes estimated applicable sales tax. Title, registration and other fees are additional fees that are due at signing. Estimated monthly payments shown based on the displayed interest rate that is valid for vehicles delivered by 9/30/19.

Legal disclosures for leases:
The \$1,875 federal tax credit belongs to the lessor. In order to pass the benefit along to our customers, we have added the \$1,875 credit to the vehicle residual value, resulting in a lower monthly lease payment. The payment calculations are provided for informational purposes only and may reflect assumptions that may not apply to you or lease terms for which you may not qualify. Available in most states. On approved credit. Not all customers will qualify. Not available in states (DE, IA, KY, LA, MI, MS, NE, NH, OK, RI, WI) where Tesla doesn't originate leases. Payments do not include applicable taxes. Tax, title, registration and other fees are additional fees that are due at signing. Above may or may not include all fees. No security deposit required. Estimated monthly payments shown based on lease program and financing rate that is valid for vehicles delivered by 9/30/19. This percentage may not measure the overall cost of financing this lease.



Go Further
ford.com

VEHICLE DESCRIPTION
FUSION PLUG-IN HYB LR 127323

2020 FUSION PLUG-IN HYB TI
5-PASSENGER
2.0L IVCT I4 HEV
ECVT AUTO TRANS POWERSPLIT

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY LEATHER-TRIMMED

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- | | | | |
|--|--|---|---|
| <p>EXTERIOR</p> <ul style="list-style-type: none"> • DRVR SIDEVIEW MIR-AUTO DIM • EASY FUEL CAPLESS FILLER • FOG LAMPS-LED • GLASS - SOLAR-TINTED • HEADLAMP COURTESY DELAY • HEADLAMPS-LED • MIRRORS - HTD/PWR/MAN-FOLD • TURN SIG/APPRCH LAMP/MEM • REAR SPOILER • TAIL LAMPS - LED • TIRE INFLATOR/SEALANT KIT • WIPERS - RAIN-SENSING | <p>INTERIOR</p> <ul style="list-style-type: none"> • AMBIENT LIGHTING • AUTO-DIM REARVIEW MIRROR • DUAL-ZONE ELECTRONIC AUTO CLIMATE CONTROL • ROTARY GEAR SHIFT DIAL • SEATS-HTD/CLD, 10-WAY PWR • DRV & 6-WAY PWR PASS • SMART CHARGING USB PORT(2) • STEERING WHEEL - PREMIUM LEATHER-WRAPPED HEATED • WINDOWS-1-TOUCH UP/DOWN FRONT/REAR | <p>FUNCTIONAL</p> <ul style="list-style-type: none"> • ACTIVE NOISE CONTROL • AUDIO SPEAKERS-12 • FORD CO-PILOT360™ • INTELLIGENT ACCESS W/PUSH BUTTON START • MYFORD® MOBILE • REAR VIEW CAMERA • REVERSE SENSING SYSTEM • SECURICODE KEYLESS KEYPAD • SIRIUSXM® - SVC N/A AKAH • SYNC®3 8" SCR N W/APPLINK® • UNIVER GARAGE DOOR OPENER • VOICE ACTIVATED NAVIGATION | <p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> • AIRBAG-DRIVER/PASS KNEE • AIRBAGS - DUAL STAGE FRONT • AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT • AIRBAGS - SIDE AIR CURTAIN • LATCH CHILD SAFETY SYSTEM • PERIMETER ALARM • SECURILOCK® ANTI-THEFT SYS <p>WARRANTY</p> <ul style="list-style-type: none"> • 3YR/36,000 BUMPER / BUMPER • 5YR/60,000 POWERTRAIN • 5YR/60,000 ROADSIDE ASSIST • 8YR/100,000 HYBRID COMPON |
|--|--|---|---|

INCLUDED ON THIS VEHICLE	(MSRP)	(MSRP)
EQUIPMENT GROUP 850A		PRICE INFORMATION
OPTIONAL EQUIPMENT/OTHER		BASE PRICE \$37,000.00
50 STATE EMISSIONS	NO CHARGE	TOTAL OPTIONS/OTHER
FRONT LICENSE PLATE BRACKET	NO CHARGE	DESTINATION & DELIVERY 995.00

VEHICLE CURRENTLY AVAILABLE

Fairview Ford
FLEET CENTER
292 NORTH G STREET, SAN BERNARDINO, CA 92410
Main (909) 884-9261 • Fax (909) 386-0292

TODD EFF
Commercial Fleet Director
Direct (909) 386-0281 • teff@fairviewford.com

SALES PRICE \$ 29,697.27
7.75% SALES TAX \$ 2,301.50
CAL. TIRE FEE \$ 875
DMV \$ EXEMPT
TOTAL \$ 32,007.27

TOTAL MSRP \$35,995.00

RAIL		Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance .
RAMP TWO	ITEM #: 71-3333 O/T 2	
This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.		KJ122 N RA 2X 015 000310 09 12 19

EPA DOT Fuel Economy and Environment Plug-In Hybrid Vehicle Electricity-Gasoline

Fuel Economy Midsize Cars range from 12 to 136 MPG. The best vehicle rates 136 MPG.

Electricity + Gasoline Charge Time: 7.5 hours (120V)
103 MPG_e (combined city/highway)
0.0 gallons per 100 miles EV-Only
33 gallons per 100 miles

Gasoline Only
42 MPG (combined city/highway)
2.4 gallons per 100 miles

You save \$3,500 in fuel costs over 5 years compared to the average new vehicle.

Driving Range: Electricity + Gasoline (0 to 26 miles), Gasoline only (26 to 610 miles)

Annual fuel cost \$800

Fuel Economy & Greenhouse Gas Rating (1 to 10) Smog Rating (1 to 10) Best

This vehicle emits 89 grams CO₂ per mile. The best emits 8 grams per mile (tailpipe only). Producing and distributing fuel and electricity also create emissions. Learn more at fuelco2only.gov.

fuelconomy.gov
Calculate personalized estimates and compare vehicles.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$2,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon and \$13 per kWh. This is a dual fueled automobile. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver Not Rated Passenger Not Rated
Side Crash	Front seat Not Rated Rear seat Not Rated

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Based on the risk of injury in a side impact.

Rollover ★★ ★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4235

3FA6P0SUXLR127323

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 3FA6P0SUXLR127323 TO 48204

Has 9 data entryways apply. Text HELP for help.

www.ford.com/hiq/privacy/terms/

Hi Karee,

Thank you for contacting us for your next Toyota Automotive Purchase. It would be my pleasure to assist you in your automotive needs.

We strive to deliver a clear understanding of an Out The Door Price by delivering what you are expecting at the comfort of your home or office:

Your Special Fleet Price with the Customer Rebate is \$31,649.00. the following information will give you a break down with you tax, license, dmv and processing fee included .

Vehicle Requested:

New 2020 Toyota Prius Prime Limited

Model #1239

Stock# (estimated arrival 10/25/19)

(please see attachment for details)

MSRP	\$34,714.00
YOUR SPECIAL VIP INTERNET PRICE	\$33,149.00
(+) Document fee	\$ 85.00
(+) Electronic DMV Fee	\$ 30.00
(+) Tire Tax	\$ 8.75
(+) Registration	\$ 119.00
(+) License Fee	\$ 215.00
(+) TIF	\$ 100.00
(+) Your County Tax 7.75%(Riverside)	\$ 2575.64
 SuB Total	 \$36,282.39
(-) Customer Cash Rebate (expires 11/04/19)	\$1,500.00
TOTAL OUT THE DOOR PRICE	\$34,782.39



Rosie Torrez
 Fleet/Internet Sales Director
 Toyota of Redlands
 909-793-0300 Ext. 7201(Office)
 909-500-4220 (Fleet Direct)



2019 Nissan LEAF SV PLUS - EPA Range up to 215 miles****



Scan QR code for general model information & options

SIMPLY AMAZING. 100% ELECTRIC.

Standard Equipment Included at No Extra Charge

MECHANICAL & PERFORMANCE

214hp (160kW) AC Synchronous Motor
62 kWh Lithium-Ion Battery
6.6 kW Charge Port
100kW Capacity Quick Charge Port
Portable Charge Cable (120V/240V EVSE)
Power assisted vented front and rear disc brakes
Regenerative Braking System
E-Pedal Mode
Hill Start Assist

SAFETY & SECURITY

Automatic Emergency Braking (AEB)
Intelligent Forward Collision Warning (I-FCW)
Nissan Advanced Air Bag System (AABS)
Seat-mounted driver and front-passenger side-impact supplemental air bags
Roof-mounted curtain side-impact supplemental air bags
Tire Pressure Monitoring System (TPMS) w/ Easy-Fill Tire Alert
Lower Anchors & Tethers for Children (LATCH)
Nissan Vehicle Immobilizer System
Vehicle Security System (VSS)
Vehicle Dynamic Control (VDC)
Traction Control System (TCS)
4-wheel Anti-lock Braking System (ABS)
Electronic Brake force Distribution (EBD) and Brake Assist (BA)

COMFORT & CONVENIENCE

Power Windows w/ Driver One-Touch Auto-Up/Down and Auto-Reverse Feature
Intelligent Cruise Control (ICC)
Rear Door Alert (RDA)
Automatic On/Off Headlights
RearView Monitor
Nissan Intelligent Key® system w/ charge port door release
Automatic Temperature Control
HVAC timer - preheat/precool cabin
Charging timer - set desired charge time
5-passenger seating capacity
6-way manual bucket driver seat
4-way manual bucket front passenger seat
60/40 Split Fold Down Rear Seats
Leather Wrapped Steering Wheel

COMFORT & CONVENIENCE CONTINUED...

8" color touch display
Apple CarPlay®**
Android Auto™**
Nissan Door to Door Navigation w/ 3D graphics and satellite imagery
Software & Map Updates over Wi-Fi
HD Radio
SiriusXM® Radio, Traffic, & Travel Link**
Bluetooth® Hands-free Phone System**
Streaming Audio via Bluetooth®**
Sir® Eyes Free**
Hands-free text messaging assistant
6 Speakers
12-V Power Outlet & USB Connection Port
NissanConnect® EV with Services powered by SiriusXM® includes, 3-year complimentary trial access to NissanConnect® EV & Select Package**

EXTERIOR FEATURES

Dual power remote-controlled outside mirrors
Aerodynamic under body cover and rear diffuser
17" Alloy Wheels
P215/50R17 tires
Charge port light and lock
Fog Lights

**For more information, see dealer, owner's manual, or www.NissanUSA.com/connect/important-information

***Replaces Standard Equipment.

****Actual range will vary with trim levels, options, and driving conditions; see Customer Disclosure form for details.

Manufacturer's Suggested Retail Base Price: \$38,510.00

Options Included by Manufacturer
PROTECTION PACKAGE 265.00
Front Bumper Clear Protector
Rear Bumper Protector
SPLASH GUARDS 200.00
CARPETED FLOOR MATS AND CARGO AREA MAT 195.00

DESTINATION CHARGES 895.00

Total* \$40,065.00

*Does not include dealer installed options and accessories, local taxes or license fees. This label has been applied pursuant to federal law. Do not remove prior to delivery to the ultimate purchaser.

**Not actual Monroney Label. Provided for informational purposes only. Vehicle features, pricing and other information subject to change, may vary from actual vehicle content and/or Monroney label description. While Nissan makes reasonable efforts to ensure accuracy of information, Nissan is not responsible for changes, errors or omissions. See actual vehicle and/or verify information in question with your Nissan dealer.

EPA DOT Fuel Economy and Environment Electric Vehicle

Fuel Economy Midsize Cars range from 12 to 136 MPGe. The best vehicle rates 136 MPGe.

104 MPGe combined city/hwy

114 city 94 highway 32 kW-hrs per 100 miles

Driving Range When fully charged, vehicle can travel about... **215 miles**

Charge Time: 11 hours (40V)

You save \$3,750 in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost \$650

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)

10 Best 10 Best

This vehicle emits 0 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity; learn more at fuelconomy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$0.13 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS **DELIVERY**

Overall Vehicle Score Not Rated
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.	Driver Passenger Not Rated Not Rated	Not Rated
Side Crash Based on the risk of injury in a side impact.	Front seat Rear seat Not Rated Not Rated	Not Rated
Rollover Based on the risk of rollover in a single-vehicle crash.	Not Rated	

VEHICLE COLORS:
EXT: BRILLIANT SILVE
INT: BLACK

FINAL ASSEMBLY POINT:
SMYRNA

TRANSPORT METHOD:
TRUCK

DEALER:
TEMECULA NISSAN
41895 MOTOR CAR PKWY
TEMECULA CA
92591

Star ratings range from 1 to 5 stars (*****), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

This Vehicle qualifies for Nissan's **Security+Plus Extended Protection Plan**
The only service agreement backed by Nissan Extended Services North America!
Ask your dealer for details, or call 1-800-NISSAN-1 for more information

THIS VEHICLE IS EQUIPPED WITH BUMPERS THAT CAN WITHSTAND AN IMPACT OF 2.5 MILES PER HOUR WITH NO DAMAGE TO THE VEHICLE'S BODY AND SAFETY SYSTEMS, ALTHOUGH THE BUMPER AND RELATED COMPONENTS MAY SUSTAIN DAMAGE. THE BUMPER SYSTEM ON THIS VEHICLE CONFORMS TO THE CURRENT FEDERAL BUMPER STANDARD OF 2.5 MILES PER HOUR.

VIN: 1N4BZ1CP4KC317834
EMS: 50 STATE EMISSIONS
MDL: 17419-317834 K23-G
OPT: H-892893L52C03

20190904231424A55472



Agenda Item No. 5.

VIN: 1N4BZ1CP4KC317834
PROP65 LABEL REQUIRED
ATTENTION VPC
ATTENTION VPC
PROP65 LABEL REQUIRED
VIN: 1N4BZ1CP4KC317834

**2019 Nissan
Nissan LEAF® SV PLUS
Starting from \$38,510**



**2019 Ford
Fusion Energi Titanium
MSRP \$36,595**



**2020 Toyota
Prius Prime XLE
MSRP ~~\$29,500~~**

\$34,700



**2019 Tesla
Model 3 Standard
Range Plus
MSRP ~~\$38,990~~**

\$36,991

Nissan Advantage

OVERVIEW

Pricing				
Starting from*	\$38,510	\$36,595	\$29,500	\$38,990
Destination Charge	\$895	\$995	\$955	\$1,200
Fuel Economy				
Fuel economy - city (mpg)	Not Available	Not Available	Not Available	140
Fuel economy - highway (mpg)	Not Available	Not Available	Not Available	124
Fuel economy - combined (mpg)	Not Available	42	54	133
Recommended fuel	Electric	Regular unleaded	Regular unleaded	Electric
Exterior				
Body material	Fully galvanized steel	Fully galvanized steel	Galvanized steel/aluminum/composite	Galvanized steel/aluminum
Grille	Not Available	Chrome	Black	Not Available
Door count	4	4	4	4
Rear cargo door	Liftgate	Trunk	Liftgate	Trunk
Driver mirror	Power remote	Power remote w/tilt down	Power remote	Power remote w/tilt down
Passenger mirror	Power remote	Power remote w/tilt down	Power remote	Power remote w/tilt down
Driver heated mirror	Optional	Standard	Standard	Standard
Passenger heated mirror	Optional	Standard	Standard	Standard
Driver auto dimming mirror	Not Available	Standard	Not Available	Standard
Passenger auto dimming mirror	Not Available	Not Available	Not Available	Standard
Sunroof	Not Available	Optional	Not Available	1st row
Sunroof type	Not Available	Optional	Not Available	Glass
2nd row sunroof type	Not Available	Not Available	Not Available	Fixed glass
Rear spoiler	Lip	Wing	Not Available	Not Available
Antenna	Integrated roof	Integrated roof	Window grid and roof mount	Window grid
Front bumper	Body-colored	Body-colored	Body-colored	Body-colored
Rear bumper	Body-colored	Body-colored	Body-colored	Body-colored
Headlight beam	Halogen	LED low/high beam	LED low/high beam	LED low/high beam
Exterior light control	Fully automatic	AutoLamp fully automatic	Programmable	Fully automatic
Delay-off headlamps	Standard	Standard	Standard	Standard
Daytime running lights	Optional	LED	LED	LED
Front fog lights	Standard	LED	Not Available	LED
Perimeter/approach lights	Not Available	Remote activated	Not Available	Standard
Driver side turn signal indicator in mirror	Not Available	Standard	Not Available	Not Available
Passenger side turn signal indicator in mirror	Not Available	Standard	Not Available	Not Available
LED brakelights	Standard	Standard	Standard	Standard
Interior				
Air conditioning	Automatic	Automatic	Automatic	Automatic
Dual zone front air conditioning	Not Available	Standard	Not Available	Standard
Air filter	Standard	Standard	Standard	Standard
External digital memory control	Standard	SYNC 3	Entune	Standard
Door locks	Power with 2 stage unlock	Power with 2 stage unlock	Power with 2 stage unlock	Power with 2 stage unlock
Remote keyless entry	Keyfob (all doors)	Keyfob (all doors)	Keyfob (all doors)	Keycard and smart device
Keypad	Not Available	SecuriCode	Not Available	Not Available
Proximity key	Intelligent Key doors and push button start	Intelligent Access doors and push button start	Smart Key doors and push button start	Doors and power on
Front windows	Power	Power	Power	Power
Rear windows	Power	Power	Power	Power
Window control - express up	Driver	Front and rear	Front and rear	Front and rear
Window control - express down	Driver	Front and rear	Front and rear	Front and rear
Remote engine start	Smart device	Keyfob and smart device	Not Available	Not Available
Trunk/hatch/door/tailgate FOB controls	Not Available	Standard	Not Available	Standard
Cargo tie downs	Standard	Standard	Standard	Not Available

Interior

	With steering wheel controls	With steering wheel controls	With steering wheel controls	With steering wheel controls
Cruise control		With steering wheel controls		With steering wheel controls
Distance pacing cruise control	Standard	With traffic stop-go	Standard	Traffic-Aware Cruise Control with traffic stop-go
Front beverage holders	Standard	Standard	Standard	Standard
Rear beverage holders	Standard	Standard	Standard	Standard
12V DC power outlet	1	2	2	1
Driver door bin	Standard	Standard	Standard	Standard
Passenger door bin	Standard	Standard	Standard	Standard
Overhead console storage	Standard	Standard	Standard	Not Available
Floor console	Full	Full	Full	Full
Glove box	Standard	Locking	Standard	Locking
Garage door transmitter	Optional	Standard	Optional	Not Available
Auto-dimming rear view mirror	Optional	Standard	Not Available	Standard
Driver vanity mirror	Standard	Illuminated	Illuminated	Illuminated
Passenger vanity mirror	Standard	Illuminated	Illuminated	Illuminated
Tilting steering wheel	Manual	Manual	Manual	Power
Telescoping steering wheel	Not Available	Manual	Manual	Power
Heated steering wheel	Optional	Standard	Not Available	Not Available
Seating capacity	5	5	5	5
Heated seats	Optional	Driver and passenger	Driver and passenger	Driver and passenger
Ventilated front seats	Not Available	Driver and passenger	Not Available	Not Available
Driver seat - way direction control	6	8	8	8
Driver seat - recline	Manual	Power	Power	Power
Driver seat - height adjustment	Manual	Power	Power	Power
Driver seat - fore/aft	Manual	Power	Power	Power
Driver seat - cushion tilt	Not Available	Power	Power	Power
Driver seat - lumbar support	Optional	Power 2-way	Power 2-way	Power 4-way
Front passenger seat - way direction control	4	8	4	8
Front passenger seat - recline	Manual	Power	Manual	Power
Front passenger seat - height adjustment	Not Available	Power	Not Available	Power
Front passenger seat - fore/aft	Manual	Power	Manual	Power
Front passenger seat - cushion tilt	Not Available	Power	Not Available	Power
Front passenger seat - lumbar support	Not Available	Power 2-way	Not Available	Power 4-way
Front center armrest	Standard	Standard	Standard	Standard
Front head restraints	Adjustable	W/tilt	Adjustable	Fixed
Memory seat(s)	Not Available	Driver and passenger	Not Available	Driver
Rear seat folding	60-40	60-40	60-40	60-40
Rear seat descriptor	Bench	Bench	Split-bench	Bench
Rear armrest	Not Available	Standard	Standard	Standard
Rear head restraints	Adjustable	Adjustable	Adjustable	Fixed
Seat material	Cloth	Leather	SoTex leatherette	Leatherette
Door trim insert	Cloth	Leatherette	Leatherette	Simulated suede
Floor mats	Optional	Carpet front	Optional	Carpet front and rear
Floor trim	Carpet	Carpet	Carpet	Carpet
Headliner	Cloth	Cloth	Cloth	Cloth
Steering wheel material	Leather/metal-look	Leather/metal-look	SoTex leatherette	Leatherette
Radio	AM/FM/HD/SiriusXM Satellite	AM/FM/HD/SiriusXM Satellite	AM/FM/HD/SiriusXM Satellite	FM stereo
CD	Not Available	Single	Not Available	Not Available
Auxiliary audio input	Standard	Not Available	Standard	Not Available
CD-MP3 decoder	Not Available	Standard	Not Available	Not Available
External digital memory control	Standard	SYNC 3	Entune	Standard
Steering wheel audio controls	Standard	Standard	Standard	Standard
Radio data system	Standard	Standard	Not Available	Standard
Voice activated audio control	Siri Eyes Free	SYNC 3	Standard	Standard
Speakers	6	12	6	9
Speaker type	Standard	Sony	Standard	Standard
Speed sensitive volume	Standard	Standard	Standard	Not Available
Emergency SOS	NissanConnect Services Integrated	SYNC 3 911 Assist mobile device	Not Available	Not Available
Integrated navigation system	With voice activation	With voice activation	With voice activation	With voice activation
1st row LCD monitor	2	3	3	1
Wireless phone connectivity	Bluetooth	Bluetooth	Bluetooth	Bluetooth
Dome light	Fade	Fade	Fade	Fade
Door curb/courtesy lights	Not Available	2	2	4
Illuminated entry	Standard	Standard	Standard	Standard
Front reading lights	Standard	Standard	Standard	Standard
Rear reading lights	Not Available	Standard	Not Available	Standard
Illuminated glove box	Not Available	Not Available	Standard	Standard
Windshield wipers	Variable intermittent	Variable intermittent	Variable intermittent	Variable intermittent
Rain detecting wipers	Not Available	Standard	Not Available	Not Available

Interior					
Rear windshield wiper	Fixed interval	Not Available	Not Available	Not Available	Not Available
Rear defroster	Standard	Standard	Standard	Standard	Standard
Window tint	Light	Light	Light	Light	Light
Instrumentation display	Digital/analog	Digital/analog	Digital	Digital	Digital
Tachometer	Not Available	Standard	Not Available	Not Available	Not Available
Engine temperature gauge	Not Available	Standard	Not Available	Not Available	Not Available
Low fuel warning	Not Available	Standard	Standard	Standard	Not Available
Low tire pressure warning	Standard	Tire specific	Standard	Standard	Tire specific
Maintenance reminder	Standard	Standard	Standard	Standard	Not Available
Driver information center	Not Available	Standard	Standard	Standard	Standard
Exterior temperature	Standard	Standard	Standard	Standard	Standard
Clock	In-dash	In-radio display	In-dash	In-dash	Standard
Compass	Not Available	Standard	Not Available	Standard	Standard
Trip computer	Standard	Standard	Standard	Standard	Standard
Blind spot sensor	Optional	Ford Co-Pilot360 - Blind Spot Information System (BLIS) warning	Not Available	Warning	Warning
Parking sensors	Not Available	Rear	Not Available	Front and rear	Front and rear
Distance pacing cruise control	Standard	With traffic stop-go	Standard	Traffic-Aware Cruise Control with traffic stop-go	Traffic-Aware Cruise Control with traffic stop-go
Convex spotter mirror - driver side	Not Available	Standard	Not Available	Not Available	Not Available
Convex spotter mirror - passenger side	Not Available	Standard	Not Available	Not Available	Not Available

Mechanical					
Horsepower (hp)	214	141 @ 6,000RPM	96 @ 5,200RPM	Not Available	Not Available
Torque (lb.-ft.)	250 @ 800RPM	129 @ 4,000RPM	105 @ 3,600RPM	Not Available	Not Available
Front suspension	Strut	Strut	Strut	Double wishbone	Double wishbone
Rear suspension	Torsion beam	Multi-link	Double wishbone	Multi-link	Multi-link
Steering activation	Electric power-assist	Electric power-assist	Electric power-assist	Electric power-assist	Electric power-assist
Steering type	Rack-pinion	Rack-pinion	Rack-pinion	Rack-pinion	Rack-pinion
Speed sensitive steering	Standard	Standard	Not Available	Standard	Standard
Brakes	4-wheel disc	4-wheel disc	4-wheel disc	4-wheel disc	4-wheel disc
Tires	P215/50VR17 BSW AS	P225/50VR17 BSW AS	P195/65HR15 BSW AS	P235/45WR18 BSW touring AS	P235/45WR18 BSW touring AS
Wheel appearance	Machined w/painted accents	Painted	Full wheel covers	Grey	Grey
Wheel material	Aluminum	Aluminum	Aluminum	Aluminum	Aluminum
Wheel diameter	17"	17"	15"	18"	18"
Wheel width (front)	6.5"	7.5"	6.5"	8.5"	8.5"
Wheel width (rear)	6.5"	7.5"	6.5"	8.5"	8.5"
Engine liters (L)	0	2	1.8	0	0
Cylinder configuration	Not Available	I-4	I-4	Not Available	Not Available
Valvetrain	Not Available	DOHC	DOHC	Not Available	Not Available
Recommended fuel	Electric	Regular unleaded	Regular unleaded	Electric	Electric
Drive type	Front-wheel	Front-wheel	Front-wheel	Rear-wheel	Rear-wheel
Transmission	direct drive	CVT	CVT-I-S CVT	direct drive	direct drive

Safety					
Passenger front-impact airbag	Standard	Standard	Standard	Standard	Standard
Driver side-impact airbag	Seat mounted	Seat mounted	Seat mounted	Seat mounted	Seat mounted
Passenger side-impact airbag	Seat mounted	Seat mounted	Seat mounted	Seat mounted	Seat mounted
Curtain airbag	Curtain 1st and 2nd row	Curtain 1st and 2nd row	Curtain 1st and 2nd row	Curtain 1st and 2nd row	Curtain 1st and 2nd row
Occupant Classification System	Standard	Standard	Standard	Standard	Standard
Side impact beams	Standard	Standard	Standard	Standard	Standard
Height adjustable seatbelts	Front	Front	Front	Front	Front
Seatbelt pre-tensioners	Front	Front	Front	Front and rear	Front and rear
ABS	4-wheel	4-wheel	4-wheel	4-wheel	4-wheel
Brake assist	Standard	Standard	Predictive	Standard	Standard
Traction Control System	ABS and driveline	ABS and driveline	ABS and driveline	ABS and driveline	ABS and driveline
Vehicle Dynamic Control	Stability control	AdvanceTrac	Stability control	Stability control	Stability control
Blind Spot Warning	Optional	Ford Co-Pilot360 - Blind Spot Information System (BLIS) warning	Not Available	Warning	Warning
Intelligent Brake Assist	Automatic Emergency Braking (AEB) mitigation	Ford Co-Pilot360 - Automatic Emergency Braking (AEB) mitigation	Toyota Safety Sense C mitigation	Mitigation	Mitigation
Panic alarm	Standard	Standard	Standard	Not Available	Not Available
Vehicle Security System	Standard	Standard	Optional	With video recording	With video recording
Vehicle Immobilizer System	Standard	SecuriLock	Standard	Standard	Standard
Child Safety Rear Door Locks	Manual	Manual	Manual	Power	Power

Dimensions					
Engine liters (L)	0	2	1.8	0	0
Cylinder configuration	Not Available	I-4	I-4	Not Available	Not Available
Horsepower (hp)	214	141 @ 6,000RPM	96 @ 5,200RPM	Not Available	Not Available
Torque (lb.-ft.)	250 @ 800RPM	129 @ 4,000RPM	105 @ 3,600RPM	Not Available	Not Available
Hybrid system net power output (hp)	Not Available	188	121	Not Available	Not Available
Battery pack	N/AV lithium ion	N/AV lithium ion	352V lithium ion	N/AV lithium ion	N/AV lithium ion
Fuel tank (gal.)	Not Available	14	11	0	0

Dimensions				
Curb weight (lbs.)	3,811	4,034	3,375	3,627
Gross vehicle weight rating (GVWR) (lbs.)	4,751	Not Available	Not Available	4,801
Exterior length (in.)	176.4	191.8	182.9	184.8
Exterior body width (in.)	70.5	75.2	69.3	72.8
Exterior body height (in.)	61.6	58	57.9	56.8
Wheelbase (in.)	106.3	112.2	106.3	113.2
Front track (in.)	60.2	62.3	60.2	62.2
Rear track (in.)	60.8	62	60.6	62.2
Turning radius (ft.)	18.1	18.8	16.7	19.4
Interior cargo volume (cu.ft.)	23.6	8.2	19.8	15
Maximum interior cargo volume (cu.ft.)	30	8.2	19.8	Not Available
Front legroom (in.)	42.1	44.3	43.2	42.7
Rear legroom (in.)	33.5	38.3	33.4	35.2
Front headroom (in.)	41.2	39.2	39.4	40.3
Rear headroom (in.)	37.3	37.8	37.2	37.7
Front hiproom (in.)	51.7	55	53.7	53.4
Rear hiproom (in.)	50	54.4	51.6	52.4
Front shoulder room (in.)	54.3	57.8	54.2	56.3
Rear shoulder room (in.)	52.5	56.9	53	54
Passenger volume (cu.ft.)	92	103	91	97
Warranty				
Basic months	36	36	36	48
Basic distance (miles)	36,000	36,000	36,000	50,000
Scheduled maintenance months	Not Available	Not Available	24	Not Available
Scheduled maintenance distance (miles)	Not Available	Not Available	25,000	Not Available
Powertrain months	60	60	60	96
Powertrain distance (miles)	60,000	60,000	60,000	100,000
Corrosion perforation months	60	60	60	144
Corrosion perforation distance (miles)	unlimited	unlimited	unlimited	unlimited
Roadside assistance months	36	60	24	48
Roadside assistance distance (miles)	unlimited	60,000	unlimited	50,000
Hybrid electrical components months	Not Available	96	96	Not Available
Hybrid electrical components distance (miles)	Not Available	100,000	100,000	Not Available

*All prices are Manufacturer's Suggested Retail Price (MSRP). MSRP excludes destination and handling charges, tax, title, license and options. Dealer sets actual price.

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Staff Report

TO: Mayor and City Council Members
 FROM: Nicole Wheelwright, Deputy City Clerk
 DATE: November 19, 2019
 SUBJECT: Request for Destruction of Retention Met Records

Background and Analysis:

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

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

Fiscal Impact:

No fiscal impact.

Recommendation:

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

City Manager Review: Todd Parton
 City Manager

Attachments:

[Resolution for Destruction of Records](#)

[List of Documents](#)

RESOLUTION NO. _____

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

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

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

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

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

MOVED, PASSED AND ADOPTED this day of _____ 2019.

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Julio Martinez, Mayor

ATTEST:

Steven Mehlman, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

Exhibit A

Request for Destruction of Records



CITY OF BEAUMONT

To: City Attorney
 From: Nicole Wheelwright, Deputy City Clerk
 Subject: Request for Destruction of Records

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

Nicole Wheelwright
 Department Head

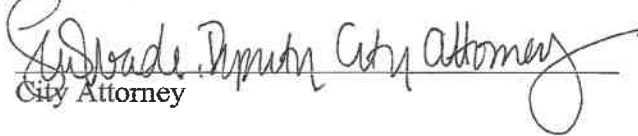
10/29/19
 Date

DATE OF LAST ACT COMPLETED IN FOLDER	DESCRIPTION OF RECORD(S)	TOTAL RETENTION	RETENTION CODE NO.
08/24/2005	The People of the State of CA vs. Judith Bingham, Ed and Judith Bingham vs City of Beaumont 506-05-01	Resolution + 5 Years	CC-034
06/11/2003	San Timoteo Watershed Management Auth vs City of Banning 506-04-01	Resolution + 5 Years	CC-034
05/02/2006	202 Myrl Dr 506-07-01	Resolution + 5 Years	CC-034
08/15/2005	Tract 24039-8 Slope Distress 506-08-01	Resolution + 5 Years	CC-034
02/09/2007	Misc. correspondence from the City Attorney regarding various complaints 506-10-01	Minimum of 2 years/no longer required	CC-011
10/05/2007	Cherry Valley Pass Acres and Neighbors vs City of Beaumont 506-13-01	Resolution + 5 Years	CC-034
04/17/2009	Cherry Valley Pass Acres and Neighbors vs City of Beaumont 506-16-01	Resolution + 5 Years	CC-034
06/09/2008	Ezekwesili Iloputaife vs City of Beaumont 506-19-01	Resolution + 5 Years	CC-034
06/11/2003	San Timoteo Watershed Management Auth vs City of Banning et. al 506-21-01	Resolution + 5 Years	CC-034
07/2008	Weed Abatement Appeal 506-25-01	Resolution + 5 Years	CC-034
12/21/2001	Correspondence regarding CFD 93-1 Landscape Construction – Oak Valley Greens	Minimum of 2 years/no longer	CC-011

	506-28-84	required	
09/15/2009	R3 Contractors Inc. vs 361 Group Construction Services 506-28-01	Minimum of 2 years/no longer required	CC-011
03/25/2003	Cherry Valley Citizens vs City of Beaumont 506-28-93	Resolution + 5 Years	CC-034
10/07/2011	Empire Homes Riverside 72, LP vs City of Beaumont 506-27-01	Resolution + 5 Years	CC-034
09/23/2009	Federal Grand Jury Subpoena 506-30-01	Resolution + 5 Years	CC-034
08/13/2009	Correspondence regarding Status of Marijuana Dispensaries in the City 506-31-01	Minimum of 2 years/no longer required	CC-011

(If additional space is needed to describe records, please add additional fields or attach additional pages)

APPROVALS:


 City Attorney

10/29/2019
 Date

 City Manager

 Date

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

 City Clerk

 Date of Records Destruction



Staff Report

TO: Mayor and City Council Members
 FROM: Jeff Mohlenkamp, Finance Director
 DATE: November 19, 2019
 SUBJECT: September Financial Reports

Background and Analysis:

September 2019 Monthly Financial Reports are attached for review, as follows:

1. General Fund (summary level) – Actual versus Budget, current month and year to date
2. General Fund (summary level) – Current versus Prior Year, current month and year to date
3. Waste Water Fund (summary level) – Actual versus Budget, current month and year to date
4. Waste Water Fund (summary level) – Current versus Prior Year, current month and year to date
5. Treasurer’s Report – Cash Account Reconciled Balance allocations by Fund

The August financials should result in 75% of the budget remaining. Because the budget to actual variances can be deceiving, please note the following:

Revenues	Actual greater than Budget	Positive Overall Effect
	Actual less than Budget	Negative Overall Effect
Expenses	Actual greater than Budget	Negative Overall Effect
	Actual less than Budget	Positive Overall Effect

Bank reconciliations are completed as follows:

Pooled Cash (Citibank)	thru 10/02/19
Bank of Hemet:	
Payroll	thru 9/30/19
Gas Tax	thru 9/30/19
Workers Comp	thru 9/30/19
Seizure/Evidence	thru 9/30/19

Construction	thru 9/30/19
Trustee Accounts	thru 9/30/19
LAIF	thru 9/30/19

Fiscal Impact:

No fiscal impact.

Recommendation:

1. Receive and file.

CITY OF BEAUMONT
Cash Balance Analysis and Reconciliation
For the Three Months Ending September 30, 2019

Fund	Fund Name	Beginning Cash 6/30/19	Revenues	Expenses	Fund Transfers	Net Change Assets	Net Adjmts to Equity	Net Change Liabilities	Ending Cash 9/30/19
	GENERAL FUNDS	11,494,611.20	8,132,189.25	(8,065,174.84)	-	2,830,153.34	-	(3,405,367.75)	10,986,411.20
	SPECIAL REVENUE FUNDS	18,038,065.93	398,661.52	(261,973.75)	-	289,070.58	-	(10,116.63)	18,453,707.65
	CAPITAL FUNDS	39,815,584.68	758,041.85	(2,103,989.88)	10,413,503.03	4,464,650.12	-	(9,507,777.80)	43,840,012.00
	WASTEWATER FUNDS	11,184,422.59	1,366,339.00	(13,348,229.11)	-	16,800,755.85	-	(6,403,576.35)	9,599,711.98
	TRANSIT FUNDS	(1,333,771.14)	42,152.46	(678,713.36)	-	880,754.93	-	(81,738.69)	(1,171,315.80)
	AGENCY FUNDS	27,817,432.72	26,415,634.64	(40,542,034.51)	6,677,571.40	(29,659.07)	(28,609,262.14)	22,975,385.81	14,705,068.85
	TOTAL FUNDS	107,016,345.98	37,113,018.72	(65,000,115.45)	17,091,074.43	25,235,725.75	(28,609,262.14)	3,566,808.59	96,413,595.88

Reconciled Balances

Pooled Cash - Checking	57,846,047.53	54,694,674.04
Certificate of Deposit	200,000.00	200,000.00
Payroll	2,125,437.51	793,099.15
Workers Compensation	108,637.41	121,375.52
Gas Tax/Transportation	2,281,131.76	2,535,313.71
Construction	7,679,428.13	1,063,479.66
Seizure/Evidence	524,325.75	522,666.75
LAIF	36,251,337.89	36,482,987.05
Total Reconciled Balances	107,016,345.98	96,413,595.88



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Income Statement - Budget to Actual
For the Three Months and Year to Date 09/30/19

	Current Total Budget	September 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY19-20 Projection
REVENUES						
40 - TAXES	18,233,044.87	755,597.93	871,888.97	(17,361,155.90)	-95.22%	18,233,044.87
41 - LICENSES	214,221.00	8,653.45	112,985.98	(101,235.02)	-47.26%	214,221.00
42 - PERMITS	5,167,885.00	195,831.88	606,939.20	(4,560,945.80)	-88.26%	5,167,885.00
45 - INTERGOVERNMENTAL	21,288.00	0.00	0.00	(21,288.00)	-100.00%	21,288.00
47 - CHARGES FOR SERVICE	2,852,950.00	639,172.40	6,386,534.41	3,533,584.41	123.86%	2,852,950.00
50 - FINES AND FORFEITURES	133,850.00	4,307.64	14,357.29	(119,492.71)	-89.27%	133,850.00
53 - COST RECOVERY	125,000.00	62,587.07	119,076.04	(5,923.96)	-4.74%	125,000.00
54 - MISCELLANEOUS REVENUES	22,500.00	16,174.61	20,407.36	(2,092.64)	-9.30%	22,500.00
58- OTHER FINANCING SOURCES	5,000.00	0.00	0.00	(5,000.00)	0.00%	5,000.00
TOTAL REVENUES	26,775,738.87	1,682,324.98	8,132,189.25	(18,643,549.62)	-69.6%	26,775,738.87
EXPENSES						
60 - PERSONNEL SERVICES	19,419,793.00	1,187,892.55	4,965,507.50	14,454,285.50	74.4%	19,419,793.00
65 - OPERATING COSTS	12,378,437.56	683,470.26	2,986,539.86	9,391,897.70	75.9%	12,378,437.56
70 - CAPITAL IMPROVEMENTS	463,008.52	101,213.66	113,127.48	349,881.04	75.6%	463,008.52
TOTAL EXPENSES	32,261,239.08	1,972,576.47	8,065,174.84	24,196,064.24	75.0%	32,261,239.08
TRANSFERS						
90 - TRANSFERS	5,533,300.00	0.00	0.00	(5,533,300.00)	-100.0%	5,533,300.00
NET CHANGE	47,799.79	(290,251.49)	67,014.41	19,214.62	40.2%	47,799.79
FY19-20 PROJECTED NET CHANGE	47,800					



City of Beaumont, CA

PRELIMINARY

GENERAL FUND
Comparative Income Statement
For the Three Months and Year to Date 09/30/2018 and 2019

	2018-2019 September 2018	2019-2020 September 2019	September Activity Favorable / (Unfavorable)	Variance %	2018-2019 Year to Date Activity	2019-2020 Year to Date Activity	YTD Variance Favorable / (Unfavorable)	Variance %
REVENUES								
40 - TAXES	778,379.42	755,597.93	(22,781.49)	-2.93%	948,714.90	871,888.97	(76,825.93)	-8.10%
41 - LICENSES	7,457.27	8,653.45	1,196.18	16.04%	60,467.18	112,985.98	52,518.80	86.86%
42 - PERMITS	376,209.60	195,831.88	(180,377.72)	-47.95%	1,521,952.67	606,939.20	(915,013.47)	-60.12%
45 - INTERGOVERNMENTAL	0.00	0.00	0.00	0.00%	11,730.00	0.00	(11,730.00)	-100.00%
47 - CHARGES FOR SERVICE	1,059,552.76	639,172.40	(420,380.36)	-39.68%	1,668,786.20	6,386,534.41	4,717,748.21	282.71%
50 - FINES AND FORFEITURES	7,582.82	4,307.64	(3,275.18)	-43.19%	7,976.32	14,357.29	6,380.97	80.00%
53 - COST RECOVERY	55,401.85	62,587.07	7,185.22	12.97%	87,121.24	119,076.04	31,954.80	36.68%
54 - MISCELLANEOUS REVENUES	1,723.42	16,174.61	14,451.19	838.52%	4,205.35	20,407.36	16,202.01	385.27%
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00%
TOTAL REVENUES	<u>2,286,307.14</u>	<u>1,682,324.98</u>	<u>(603,982.16)</u>	<u>-26.42%</u>	<u>4,310,953.86</u>	<u>8,132,189.25</u>	<u>3,821,235.39</u>	<u>88.64%</u>
EXPENSES								
60 - PERSONNEL SERVICES	1,321,858.24	1,187,892.55	133,965.69	10.13%	4,182,287.92	4,965,507.50	(783,219.58)	-18.73%
65 - OPERATING COSTS	2,111,990.78	683,470.26	1,428,520.52	67.64%	4,247,378.09	2,986,539.86	1,260,838.23	29.69%
70 - CAPITAL IMPROVEMENTS	5,418.34	101,213.66	(95,795.32)	-1767.98%	160,588.24	113,127.48	47,460.76	29.55%
TOTAL EXPENSES	<u>3,439,267.36</u>	<u>1,972,576.47</u>	<u>1,466,690.89</u>	<u>42.65%</u>	<u>8,590,254.25</u>	<u>8,065,174.84</u>	<u>525,079.41</u>	<u>6.11%</u>
TRANSFERS								
90 - TRANSFERS	<u>319,074.91</u>	<u>-</u>	<u>(319,074.91)</u>	<u>0.00%</u>	<u>(510,107.56)</u>	<u>0.00</u>	<u>510,107.56</u>	<u>100.00%</u>
NET CHANGE	<u>(833,885.31)</u>	<u>(290,251.49)</u>	<u>543,633.82</u>	<u>-65.19%</u>	<u>(4,789,407.95)</u>	<u>67,014.41</u>	<u>4,856,422.36</u>	<u>101.40%</u>



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS
Income Statement - Budget to Actual
For the Three Months and Year to Date 9/30/19

	Current Total Budget	September 2019 Activity	Year to Date Activity	Variance Favorable (Unfavorable)	% Remaining	FY19-20 Projection
REVENUES						
47 - CHARGES FOR SERVICE	2,441,957.00	268,591.43	601,739.32	(1,840,217.68)	-75.4%	2,441,957.00
53 - COST RECOVERY	0.00	0.00	6,236.10	6,236.10	0.0%	0.00
54 - MISCELLANEOUS REVENUES	(3,843,687.50)	97,062.05	99,319.11	3,943,006.61	-102.6%	(3,843,687.50)
56 - PROPRIETARY REVENUES	9,862,625.00	1,594,161.71	659,044.47	(9,203,580.53)	-93.3%	9,862,625.00
58 - OTHER FINANCING SOURCES	0.00	0.00	0.00	0.00	0.0%	0.00
TOTAL REVENUES	8,460,894.50	1,959,815.19	1,366,339.00	(7,094,555.50)	-83.9%	8,460,894.50
EXPENSES						
60 - PERSONNEL SERVICES	1,895,369.00	84,516.39	371,942.37	1,523,426.63	80.4%	1,895,369.00
65 - OPERATING COSTS	2,922,998.18	736,164.81	2,052,571.36	870,426.82	29.8%	2,922,998.18
70 - CAPITAL IMPROVEMENTS	1,303,637.64	4,513,802.80	10,923,715.38	(9,620,077.74)	-737.9%	1,303,637.64
TOTAL EXPENSES	6,122,004.82	5,334,484.00	13,348,229.11	(7,226,224.29)	-118.0%	6,122,004.82
DEBT SERVICE						
80 - DEBT SERVICE PAYMENT	(1,000,000.00)	-	-	(1,000,000.00)	100.0%	(1,000,000.00)
TRANSFERS						
90 - TRANSFERS	-	-	-	-	0.0%	-
NET CHANGE	1,338,889.68	(3,374,668.81)	(11,981,890.11)	(868,331.21)	-64.9%	1,338,889.68
FY19-20 PROJECTED NET CHANGE	1,338,889.68					



City of Beaumont, CA

PRELIMINARY

WASTE WATER FUNDS

Comparative Income Statement

For the Three Months and Year to Date 09/30/2018 and 2019

	2018-2019 September 2018	2019-2020 September 2019	September Activity Favorable / (Unfavorable)	Variance %	2018-2019 Year to Date Activity	2019-2020 Year to Date Activity	YTD Variance Favorable / (Unfavorable)	Variance %
REVENUES								
47 - CHARGES FOR SERVICE	386,446.91	268,591.43	(117,855.48)	-30.50%	740,633.21	601,739.32	(138,893.89)	-18.75%
53 - COST RECOVERY	0.00	0.00	0.00	0.00%	0.00	6,236.10	6,236.10	0.00%
54 - MISCELLANEOUS REVENUES	0.00	97,062.05	97,062.05	0.00%	0.00	99,319.11	99,319.11	0.00%
56 - PROPRIETARY REVENUES	1,466,648.39	1,594,161.71	127,513.32	8.69%	1,460,899.18	659,044.47	(801,854.71)	-54.89%
58- OTHER FINANCING SOURCES	8,895,000.00	0.00	(8,895,000.00)	0.00%	8,895,000.00	0.00	(8,895,000.00)	0.00%
TOTAL REVENUES	<u>10,748,095.30</u>	<u>1,959,815.19</u>	<u>(8,788,280.11)</u>	<u>-81.77%</u>	<u>11,096,532.39</u>	<u>1,366,339.00</u>	<u>(9,730,193.39)</u>	<u>-87.69%</u>
EXPENSES								
60 - PERSONNEL SERVICES	62,200.07	84,516.39	(22,316.32)	-35.88%	134,805.30	371,942.37	(237,137.07)	-175.91%
65 - OPERATING COSTS	435,821.75	736,164.81	(300,343.06)	-68.91%	856,259.97	2,052,571.36	(1,196,311.39)	-139.71%
70 - CAPITAL IMPROVEMENTS	8,636.46	4,513,802.80	(4,505,166.34)	-52164.50%	34,545.84	10,923,715.38	(10,889,169.54)	-31520.93%
TOTAL EXPENSES	<u>506,658.28</u>	<u>5,334,484.00</u>	<u>(4,827,825.72)</u>	<u>-952.88%</u>	<u>1,025,611.11</u>	<u>13,348,229.11</u>	<u>(12,322,618.00)</u>	<u>-1201.49%</u>
DEBT SERVICE								
80- DEBT SERVICE PAYMENT	0.00	(1,000,000.00)	1,000,000.00	0.00%	0.00	0.00	0.00	0.00%
TRANSFERS								
90 - TRANSFERS	0.00	-	0.00	0.00%	3,136,047.00	-	(3,136,047.00)	-100.00%
NET CHANGE	<u>10,241,437.02</u>	<u>(3,374,668.81)</u>	<u>(13,616,105.83)</u>	<u>-132.95%</u>	<u>13,206,968.28</u>	<u>(11,981,890.11)</u>	<u>(25,188,858.39)</u>	<u>-190.72%</u>



Staff Report

TO: Mayor and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE: November 19, 2019

SUBJECT: Continued Public Hearing and First Reading for Consideration of Proposed Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities

Background and Analysis:

At the November 5, 2019, City Council meeting, the City Council discussed the draft wireless ordinance and requested additional language in the document regarding the definition of a stealth facility and the underlying zoning height standards. "Camouflaged Facility" was modified to read as "Stealth Facility" in Section 17.18.120. In Section 17.18.190, staff included language stating the height of proposed facilities would be subject to the height requirements of the underlying zoning.

In addition, the City Council requested staff explore expanding the separation of wireless telecommunication towers from residential properties and structures to greater than 200 feet. Staff conducted a survey of surrounding cities on this topic and found surrounding jurisdictions utilize one of three methods which include a standard setback of 100 to 300 feet, the underlying zoning standards, or a calculation based on the height of the tower.

The surrounding city separation/setback requirements are provided in the table below:

Jurisdiction	Requirement	Code Section
Banning	No standards for wireless telecommunication facilities	
Calimesa	Not within front or street side yard setback	18.25.060.C.2
Hemet	200' from residential zone	90-1619.(a)(7)
Highland	200' from residential zone	16.45.100.B.4.C
Menifee	200% of height to structure or 100% of height to property line	19.410.m

Murrieta	Not within front or side yard setback of underlying zone	16.44.170.B.2
Moreno Valley	Screened to minimize views from public rights-of-way	9.09.040.E.4.a.ii
Palm Desert	300' from residential zone	25.34.130 F.2
Perris	Underlying zone	19.85.070(c)(1)f
Palm Springs	Not within any setback area of the underlying zone	93.23.08.C.1.c.)i)
Redlands	100' from residential structure	18.178.090.E.1
San Jacinto	Underlying zone	17.430.E.3

The draft ordinance proposes a residential separation requirement in Section 17.18.200.A.1.d. The setback proposes a standard separation of 300 feet from a property line of a residential zone or a property containing a residential use. The proposed standard is consistent with the City of Palm Desert and the distance is based on the most restrictive requirements of surrounding cities as a baseline but can be modified by the City Council during this public hearing process.

The previous staff report has been included as Attachment B for reference.

CEQA:

The City has analyzed this proposed project and has determined that is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed ordinance in itself does not relate to any physical project and will not result in any physical change to the environment and does not affect the land use or density limitations of the Beaumont General Plan. Therefore, it can be seen with certainty there is no possibility that this ordinance may have a significant adverse effect on the environment, and therefore, the adoption of this Ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Findings:

In order to approve a zoning text amendment, the Municipal Code Chapter 17.020.080 (I) requires the City Council make the following findings to be made:

1. The proposed zoning ordinance text amendment is consistent with the goals, policies, and objectives of the general plan; and
2. The proposed zoning ordinance text amendment will not adversely affect surrounding properties; and
3. The proposed zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this zoning ordinance.

All of these findings can be made in a positive manner.

Fiscal Impact:

Staff estimates that the research and preparation of staff reports regarding the proposed ordinance is approximately \$1,000.

Recommendation:

1. Conduct the continued public hearing, and,
2. Waive the first full reading and approve by title only, "An Ordinance of the City of Beaumont Approving an Amendment and Addition to the City of Beaumont Municipal Code Pertaining to the Regulation of Wireless Telecommunication Facilities: Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Adding Chapter 17.18 'Wireless Telecommunications Facilities,' of the Beaumont Municipal Code."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Draft Ordinance](#)

[Attachment B - November 5, 2019 Staff Report](#)

[Attachment C - Proof of Publication](#)

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 “PERMITTED USES FOR BASE ZONE DISTRICTS”
AND
ADDING CHAPTER 17.18 “WIRELESS TELECOMMUNICATIONS FACILITIES,” OF
THE BEAUMONT MUNICIPAL CODE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT,
RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City’s zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3, entitled “Permitted Uses for Base Zone Districts” to the Beaumont Municipal Code, to modify the portion of the table as it pertains communication facilities, as follows.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Cellular Communication Facilities	C	N	N	N	N	C	C	C	C
<u>Cellular-Wireless Telecommunication Facility – Stealth</u>	C	N	N	N	N	C	C	C	C
Cellular – Non-Stealth	N	N	N	N	N	C	C	C	C

SECTION 5. The City Council hereby amends Title 17, to add Chapter 17.18, entitled “Wireless Telecommunication Facilities” to the Beaumont Municipal Code, to read as specifically set forth in Exhibit “A”, which Exhibit is attached hereto and made a part hereof.

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 5th day of November 2019, 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 5th day of November 2019.

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Julio Martinez, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Exhibit A

WIRELESS TELECOMMUNICATION FACILITIES ORDINANCE

- Section 17.18.110. Purpose and authority
- Section 17.18.120. Definitions
- Section 17.18.130. Applicability
- Section 17.18.140. Exempt facilities
- Section 17.18.150. Nonconforming facilities
- Section 17.18.160. Distances
- Section 17.18.170. Processing procedures
- Section 17.18.180. Application requirements
- Section 17.18.190. General development standards and guidelines for wireless facilities
- Section 17.18.200. Additional development standards for wireless facilities
- Section 17.18.210. Public property facilities
- Section 17.18.220. Review, modification, and revocation of permits
- Section 17.18.230. Removal of facilities
- Section 17.18.240. Severability

17.18.110 Purpose and intent.

- A. Purpose. The purpose of this chapter is to regulate the location and design of wireless telecommunication facilities.
- B. Intent. The intent of this chapter is to facilitate the orderly development and deployment of wireless telecommunication facilities in a manner that promotes the public health, safety, and welfare of the city's residents and is consistent with the goals and policies of the City of Beaumont's General Plan. It is furthermore intended that, the protection of property values and the enhancement of the city's aesthetic appearance be achieved by maintaining the architectural and structural integrity of wireless telecommunication facilities and the protection of views from obtrusive and unsightly accessory structures. It is further the intent of this chapter to create reasonable regulations in conformance with the provisions of the Telecommunications Act of 1996 and other applicable federal law while ensuring access to telecommunication services and promoting fair competition among telecommunication service providers. Additionally, the intent includes establishing regulations that do not preclude antennas from receiving a signal of acceptable quality or unreasonably delay, prevent, or increase the cost of installation, maintenance, or use of such antennas.
- C. The city has found and determined that the regulations established in this chapter are necessary to attain the purpose and intent as stated. These regulations shall supersede any applicable provisions of the Beaumont Municipal Code pertaining to such wireless telecommunication facilities, including antennas, support structures, and accessory structures.

17.18.120 Definitions.

For the purposes of this article, and where not otherwise inconsistent with the context of a particular section, the following words, terms, phrases, abbreviations, and derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory. If a definition is not listed in this section, Section 17.14.030 of the Beaumont Municipal Code shall be referenced.

Antenna means a device or system of wires, poles, rods, dishes, disc or similar devices used for the transmission and/or receipt of electromagnetic waves.

Antenna structure means an antenna, any structure designed specifically to support an antenna, and/or any appurtenances mounted on such structure or antenna.

~~*Camouflaged facility* means any wireless telecommunication facility which is designed to blend into the surrounding land, typically one that is architecturally integrated into a building or other concealing structure, also known as a disguised or stealth facility.~~

Cell means the coverage area through which wireless receiving and transmitting equipment from a particular cell site successfully propagates.

CEQA means the California Environmental Quality Act, Section 21000 et seq. of the Public Resources Code of the State of California.

City refers the City of Beaumont, California.

Colocated or *colocation* means the location of multiple antennas which are either owned or operated by more than one service provider at a single location and mounted to a common supporting structure, wall, or building.

Commercial mobile service means any mobile service that (1) is offered in return for monetary compensation, (2) is available to the public or a substantial portion of the public, and (3) provides subscribers with the ability to access or receive communication from the public switched telephone network. Commercial mobile service includes, but is not limited to, paging service, wireless data transmission, cellular telephone service, specialized mobile radio service (SMR), and personal communications services (PCS).

Fixed wireless service means any service providing radio communication to or from antenna structures at fixed and specified locations which are not designed to be moved during operation and which offers the ability to access or receive communication from the public switched telephone network.

Ground mounted means a wireless telecommunication facility that is mounted to a monopole or other freestanding structure that is specifically constructed for the purpose of supporting an antenna.

Lattice tower means a tower-like structure used to support antennas and comprised of up to two or more steel support legs.

Microwave communication means the transmission or reception of radio communication at frequencies of a microwave signal (generally, in the 2GHz to 300GHz frequency spectrum).

Mobile service means any temporary service providing radio communication to or from at least one antenna that is designed to be moved during operation or used during halts at unspecified locations; or as otherwise defined in 47 USCS Section 153 and interpreted by the Code of Federal Regulations and the Federal Register.

Monopole means a structure composed of a single spire, pole, or tower used to support antennas or related equipment.

Mounted means any manner of attachment, support, or connection, whether on the ground or on a structure.

Multipoint distribution service means a microwave communications service that delivers video programming directly to subscribers, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or as otherwise defined by Section 207 of the Telecommunications Act of 1996, Section 1.4000 of Title 47 of the Code of Federal Regulations and any interpretive decisions thereof issued by the Federal Communications Commission.

Radio communication means the transmission and/or reception of impulses, writing, signs, signal, pictures, and sounds of all kinds through space by means of electromagnetic waves.

Roof mounted means a facility that is mounted on any structure that is not specifically constructed for the purpose of supporting antennas, does not meet the definition of a ground, wall, or utility mounted facility, and is typically mounted on the roof of a building.

Satellite antenna means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally-based uses. This definition is meant to include, but not limited to, what are commonly referred to as satellite earth stations, TVROs (Satellite Television Receiving Antenna), and satellite microwave antennas.

Stealth facility means any wireless telecommunication facility which is designed to blend into the surrounding land, typically one that is architecturally integrated into a building or other concealing structure, also known as a disguised or stealth facility.

Structure is as defined in section 17.14.030.

Surplus space or *surplus capacity* means that portion of usable space on a utility pole or other telecommunication facility which has the necessary clearance from other users, as required by the orders and regulations of the California Public Utilities Commission to allow its use by a telecommunication carrier.

Telecommunication means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Utility mounted means a facility that is mounted to an existing above-ground structure that is specifically designed and originally installed to support electrical power lines, cable television lines, street lighting, traffic signal equipment, park lighting or a structure on public or private property deemed by the city to be similar in nature.

Wall mounted means a facility that is mounted on any vertical surface or nearly vertical surface of a building or other existing structure that is not specifically constructed for the purpose of supporting an antenna: the exterior walls of a building, an existing parapet, the side of a water tank, the face of a church steeple, or the side of a freestanding sign such that the highest point of the antenna is at an elevation equal to or lower than the highest point of the surface on which it is mounted.

Wireless telecommunication carrier, wireless carrier, or carrier means 1) any owner, by way of fee ownership, lease, or management agreement of any wireless telecommunication system or wireless telecommunication facilities, or 2) the direct or indirect provider of wireless telecommunication services whether the wireless telecommunication service is offered by the owner of the wireless telecommunication system, an affiliate, or related entity, by way of ownership, lease, control, or operation of a wireless telecommunication system. A person shall be deemed a wireless telecommunication carrier, even if it does not directly provide wireless telecommunication services, if it rents or leases a wireless telecommunication system and/or wireless telecommunication facilities to another person which provides wireless telecommunication services.

Wireless telecommunication accessory equipment, wireless accessory equipment, accessory equipment, or equipment means any equipment installed, mounted, operated, or maintained in close proximity to an antenna structure or to receive, transmit, or store signals or information received by or sent from an antenna. For the purposes of this chapter, facilities are categorized by the manner in which antennas are mounted and not by the placement of accessory equipment. It is presumed that all facilities shall include accessory equipment, which shall not affect how the facility is mounted.

Wireless telecommunication facility, wireless facility, or facility means an antenna structure and any accessory structure or accessory equipment that is used in connection with the provision of wireless telecommunication service.

Wireless telecommunication service, wireless service, or service means any type of service providing radio communications that satisfies the definition of commercial mobile service, fixed wireless service, wireless video service, wireless cellular service, or wireless voice service.

Wireless video service means any service providing radio communication which delivers video programming.

17.18.130 Applicability.

Subject to the exemptions established in section 17.18.140 and 17.18.210, wireless telecommunication facilities shall comply with the provisions of this chapter as follows:

- A. All wireless telecommunication facilities which are erected, located, or modified within the city on or following the effective date of this section shall comply with the provisions of this chapter.
- B. All wireless telecommunication facilities for which a conditional use permit application was determined by the city to be complete prior to the effective date of this section but did not receive approval of the conditional use permit prior to the effective date of this ordinance shall comply with the provisions of this chapter.
- C. All wireless telecommunication facilities for which a conditional use permit, building permits and any extension thereof have expired shall comply with the provisions of this chapter.

17.18.140. Exempt facilities.

- A. The following uses shall be exempt from the provisions of this chapter until such time as federal regulations are repealed or amended to eliminate the necessity of the exemption:
 - 1. Any antenna structure that is one meter (39.37 inches) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, as defined by Section 207 of the Telecommunications Act of 1996, Title 47 of the Code of Federal Regulations, and any interpretive decisions thereof issued by the Federal Communications Commission.
 - 2. Any antenna structure that is two meters (78.74 inches) or less in diameter located in a commercial or industrial zone and is designed to transmit or receive radio communication by satellite antenna.
 - 3. Any antenna structure that is one meter (39.37 inches) or less in diameter or diagonal measurement and is designed to receive multipoint distribution service, provided that no part of the antenna structure extends more than 12 feet above the principal building on the same lot.
- B. The following uses shall be exempt from the provisions of this chapter, so long as the antenna structure complies with all other zoning requirements:
 - 1. Any antenna structure that is designed and used solely to receive UHF, VHF, AM, and FM broadcast signals from licensed radio and television stations.
 - 2. Any antenna structure that is designed and used solely in connection with authorized operations of an amateur radio station licensed by the FCC (i.e., a "HAM" radio transmission).

17.18.150. Nonconforming facilities.

- A. All wireless telecommunication facilities for which a request for final approval or equivalent certificate was completed by the city prior to the effective date of this article shall be subject to Chapter 17.08 of the Beaumont Municipal Code regarding non-conformities and any additions and/or modifications to the facility or its use shall comply with the provisions of this chapter.
- B. All wireless telecommunication facilities for which a conditional use permit was approved by the city prior to the effective date of this chapter and a request for final approval or equivalent certificate has been completed by the city within 90 days of the effective date of this article shall be subject to Chapter 17.08 of the Beaumont Municipal Code regarding non-conformities and any additions and/or modifications to the facility or its use shall be subject to the provisions of this chapter.
- C. All wireless telecommunication facilities constructed or erected prior to the effective date of this chapter that are in violation of applicable laws, ordinances, or other regulations shall be considered an illegal nonconforming facility and shall be subject to abatement as a nonconforming use pursuant to Chapter 17.18 of the Beaumont Municipal Code.

17.18.160. Distances

- A. For the purposes of this chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed wireless telecommunication facility to the relevant property line at a point five feet above the ground.

17.18.170. Processing procedures.

- A. All stealth and non-stealth facilities shall be permitted in the applicable zone subject to the following table:

Zone	Stealth Facility	Non-Stealth Facility
RC, CG, CC, M, CM, 6 th St, BAO & UVO	CUP	Not permitted
PF, RR, RSF & RMF	Not permitted	Not permitted

- B. All conditional use permits required for stealth facilities shall be subject to the city's design review committee. No application for a wireless telecommunication facility shall be considered by the planning commission prior to receiving the development review committee's recommendation.

17.18.180. Application requirements.

- A. Each applicant applying for a conditional use permit to construct, locate, mount, operate, and maintain a telecommunication facility shall submit a completed conditional use permit application per the requirements of section 17.02.100 of the Beaumont Municipal Code.

- B. In addition to the requirements of section 17.02.100 for submittal of a conditional use permit application, each submittal to construct, locate, mount, operate, and maintain a wireless telecommunication facility shall provide, as part of the application submittal, supplemental information as required in this section and determined by the community development director to be necessary to provide sufficient information to meet the intent of this chapter.

- C. Each application shall contain an accurately dimensioned site plan that shows
 - 1. The location of the entire facility, including antenna structure, accessory structures and support equipment;
 - 2. The location of all guy-wires;
 - 3. The location of all above and below ground wiring and connection cables;
 - 4. The location of existing and proposed easements on the property affecting any part of the facility;
 - 5. The location, size and type of existing and proposed landscaping; and
 - 6. The distance between the antenna structure and any existing or proposed accessory structures and supporting equipment.

- D. Each application shall provide accurately dimensioned elevations that show
 - 1. Each side of the entire facility, including antenna structure, accessory structures and support equipment, with dimensions identified;
 - 2. The height of any existing and proposed structure(s) and support equipment; and
 - 3. The height of any panels, microwave dishes, or antennas.

- E. Each application shall contain a letter of justification accompanied by written documentation that explains the applicant's efforts to locate the facility in accordance with the screening and site selection criteria contained in sections 17.18.190 and 17.18.200.

- F. Each application shall contain a narrative, photographs, and a map that discloses the exact location and illustrates the type and construction of any and all existing facilities that are owned, operated or used by the applicant within the city, or within one mile of its borders, as well as any proposed or planned sites within said boundary that may reasonably be known to the applicant at the time the application is made.

- G. Each application shall contain a narrative and appropriate map that disclose the purpose of the facility and the service to be provided, the geographic area(s)

within the city that will be serviced by the proposed facility, and the geographic area(s) bordering the city, if any, that will be serviced by the proposed facility.

- H. Each application shall contain a radio-frequency (RF) report prepared by a qualified RF engineer to demonstrate that the proposed facility, as well as any colocated facilities, complies with current Federal RF emission standards. This RF report shall also include signal strength exhibits, including calculations and measurements under maximum loading conditions.
- I. Each application shall contain computerized visual assessments or other exhibits equivalent in form and manner acceptable to the planning director showing the before and after visual appearances of the proposed facility.
- J. Each application shall contain a description of the required maintenance visits to the site and security proposed to protect the site from vandalism and trespass.
- K. Each application shall contain a preliminary environmental review in accordance with the city submittal requirements, with special emphasis placed on the nature and extent of visual and public health and safety impacts to the extent permitted by federal law.
- L. Each application shall contain evidence of any required licenses and approvals to provide wireless telecommunication service.
- M. Applicants are separately required to obtain all applicable federal, state and local permits, including building and construction permits that may be required prior to erecting or installing the facility, including, but not limited to, a certificate of public convenience and necessity for a facility in the public right of way.
- N. Each application shall provide any other necessary information as may be required by the planning director.
- O. The community development director shall determine applicable entitlement processing fees and deposits for the application, as established by city council resolution, including any applicable contract staff fees and/or deposits for the purpose of review of the application.
- P. Any application that is improperly submitted or fails to contain all of the information as required by the Beaumont Municipal Code, including this chapter, shall be deemed incomplete.

17.18.190. General development standards and guidelines for wireless facilities.

- A. Development standards for stealth facilities. All wireless telecommunication facilities shall comply with each of the following requirements:
 - 1. A facility shall not bear any signs or advertising devices other than certification, public safety, warning, or other required seals or required signage.

2. Any and all accessory equipment associated with the operation of the facility, including but not limited to transmission cables, shall be located within a building, an enclosure, or underground vault in a manner that complies with the development standards of the zone in which such accessory equipment is located. In addition, if equipment is located above ground, it shall be visually compatible with the surrounding buildings and natural features and either shrouded by sufficient landscaping or natural features to screen the equipment from view or designed to match the architecture of adjacent buildings. If accessory equipment will be visible from a residential area or an arterial street, the applicant shall provide a solid masonry block wall that will screen the equipment or other material that is determined acceptable through the approval process.
 3. The facility's exterior finish shall be comprised of non-reflective material(s) and painted, screened, or camouflaged to blend with the materials and colors of surrounding buildings or structures.
 4. All screening used in connection with a wall mounted and/or roof mounted facility shall be compatible with the architecture, color, texture, and materials of the building or structure to which it is attached.
 5. All antennas shall be designed to prevent unauthorized climbing.
 6. Facilities shall not be illuminated unless specifically required by the Federal Aviation Administration or other governmental agencies.
 7. The applicant and the property owner if different from the applicant shall consent to future colocation of other facilities on or with the applicant's facility, unless technological or structural requirements preclude that colocation.
 8. For the purpose of determining setback requirements, a wireless telecommunication facility shall be considered a principal structure and shall comply with the setback requirements of the zone in which it is located. Except that if a wireless telecommunication facility is located within 200 feet of a residential zone, then it shall comply with the setback requirements for such residential zone.
- 8.9. Wireless telecommunications facilities shall meet all of the height regulations of the underlying zone.
- B. Development guidelines for wireless facilities. In review of all wireless telecommunication facilities, the city shall, in addition to the above requirements, consider the following guidelines in conjunction with the processing of a conditional use permit:
1. The proposed facility should blend into the surrounding environment or be architecturally integrated into a concealing structure.

2. The proposed facility should be screened or camouflaged by existing or proposed new topography, vegetation, buildings, or other structures. Any such improvements shall be appropriate for and compatible with the site and surrounding area.
3. The total size of proposed facility should be compatible with the surrounding and supporting structures.
4. If feasible, the location of the proposed facility should conform to the following in order of preference:
 - a. Colocated with an existing facility or located at a pre-approved location.
 - b. Attached to an existing structure such as an existing building, communication tower, church steeple or utility.
 - c. Located in an industrial zone.
 - d. Located in a commercial zone.
5. The proximity of the proposed facility to residential structures and to boundaries of residential zones.
6. The availability of suitable alternative locations for the facility.
7. The nature of existing uses on adjacent and nearby properties.
8. Proposed ingress and egress to the facility.

17.18.200. Additional development standards for stealth facilities.

- A. Additional development standards for stealth facilities. In addition to the requirements of section 17.18.190, the following requirements shall apply to wireless facilities:
 1. All wireless facilities.
 - a. No portion or extension of a wireless facility shall protrude beyond property lines or extend into any portion of property where such facility is not itself permitted; provided, however, that the city may approve the location of guy wires in a required setback if such approval is consistent with the guidelines and requirements set forth in this chapter.
 - b. Construction of new lattice towers and the extension or expansion of an existing lattice tower shall not be permitted.

c. If a proposed wireless facility cannot be colocated, it must be sited at least 1,500 feet from any existing wireless facility unless the approving authority finds that a shorter distance is required for technological reasons, or that it would result in less visual obtrusiveness in the surrounding area. If the approving authority finds that colocation is not a feasible option and that a new facility may be located less than 1,500 feet from an existing wireless facility, the new facility should be located at least 500 feet from the existing facility.

d. A wireless facility should not be located within 200-300 feet of any property line of a residential zoning classification or a property line containing a residential use.

~~d.~~_____

2. Ground mounted facilities.

a. A ground mounted facility shall not be located in a required parking area, vehicle maneuvering area, vehicle/pedestrian circulation area or area of landscaping such that it interferes with, or in any way impairs, the utility or intended function of such area.

b. A ground mounted facility should be located in close proximity to existing above ground utilities, such as electrical tower or utility poles (not scheduled for removal or under-grounding in the next 18 months), light poles, trees of comparable height, water tanks and other areas where the facility will not detract from the image or appearance of the city.

c. No part of a ground mounted facility should be located in any required setback.

d. A ground mounted facility shall not be permitted unless the approving authority finds that based upon evidence submitted by the applicant, no existing building or support structure can reasonably accommodate the proposed the facility. Evidence supporting this finding may consist of any of the following:

1) No existing buildings or support structures are located within the geographic area proposed to be served by the applicant's facility.

2) Existing buildings or support structures are not of sufficient height or structural strength to satisfy the applicant's operational or engineering requirements.

- 3) The costs, fees, or contractual provisions required by a property owner, or by an incumbent wireless telecommunication service provider, in order to colocate a new antenna array on an existing building or structure, or to adapt an existing building or structure for the location of the new antenna array, are unreasonable.
 - 4) There are other limiting factors that render existing buildings and structures unsuitable for use by the applicant.
- e. A ground mounted facility shall be secured from access by the general public with a fence or other form of screening approved by the approving authority.
 - f. A ground mounted facility shall be covered with a clear anti-graffiti material of a type approved by the community development director. The community development director may grant an exception to this requirement if the applicant demonstrates to the satisfaction of the community development director that the design of the facility is adequate to prevent graffiti.
 - g. No ground mounted facility shall exceed the maximum building height for the applicable zone in which it is located unless both of the following findings are made by the approving authority:
 - 1) The applicant has satisfactorily demonstrated that exceeding the height limitation is necessary for operation of the facility; and
 - 2) The facility is colocated, or contains adequate space suitable for future colocation, and the height in excess of zoning requirements is necessary to the proposed shared use.
3. Roof mounted facilities.
- a. A roof mounted facility may only exceed the height of the building on which it is mounted by a maximum of 15 feet, but only if one of the following findings is made by the approving authority:
 - 1) The applicant has satisfactorily demonstrated that the proposed height is the minimum necessary for proper operation of the facility.
 - 2) The facility is colocated, or contains adequate space suitable for future colocation, and the height in excess of the existing building is necessary for the proposed shared use.

- b. A roof mounted facility that extends above the existing height of the building on which it is mounted shall be screened by a material and in a manner that is compatible with the existing design and architecture of the building.
 - c. A roof mounted facility, requiring the placement of any guy wires, supporting structures, or accessory equipment shall be located and designed so as to minimize the visual impact as viewed from surrounding properties and public streets, including any pertinent public views from higher elevations.
4. Utility mounted facilities not within the public right-of-way.
- a. A utility mounted facility shall not exceed the maximum building height for the applicable zone in which it is located unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the height limitation is necessary for proper operation of the facility.
 - b. A utility mounted facility shall not exceed the height of the existing utility pole or structure by more than four feet unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the four-foot limitation is necessary for proper operation of the facility.
 - c. A utility mounted facility shall not protrude or extend horizontally more than 18 inches from the existing utility pole or structure unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the 18-inch limitation is necessary for proper operation of the facility or required by the owner of the existing utility pole or structure.

17.18.210. Public property facilities.

- A. Private telecommunication facilities located on city-owned or operated property, other than public rights of way.
 - 1. Privately owned or operated telecommunication facilities may be located on property owned or operated by the city, subject to the city council's approval of a negotiated lease agreement between the telecommunication service provider and the city or its representative. Telecommunications facilities to be located on city-owned or operated property shall not be required to obtain a conditional use permit under the provisions of sections 17.18.100 et seq. The lease agreement shall set forth requirements for a wireless facility which are substantially consistent with the development standards and conditions of sections 17.18.100 et seq and Chapter 5.36. The lease agreement shall also contain operating covenants substantially

consistent with the objectives of sections 70.18.100 et seq and Chapter 5.36. in order to protect the public health, safety and welfare.

2. Notwithstanding subsection (1) above, the lease agreement approving the location of privately owned or operated telecommunications facilities on city-owned or operated property shall be subject to all applicable environmental regulations including but not limited to the California Environmental Quality Act and the Western Riverside County Multiple Species Habitat Conservation Plan.

B. Public telecommunication facilities.

1. The location, installation, and operation of any telecommunication facilities or other communication facilities owned or operated by the city on property owned or operated by the city, or within its right-of-way shall not be subject to the provisions of this article.
2. The location, installation, and operation of any telecommunication facilities or other communication facilities owned or operated by any other governmental entity other than the city on property owned or operated by the City, or within its right-of-way, shall be subject to the provisions of subsection (a) above, unless the city council, by four-fifths vote of its membership and a finding of public necessity, exempts the facility from such requirements.

17.18.220. Review, modification, and revocation of permits.

- A. Any permit granted or approved pursuant to this chapter shall be granted or approved by the city with the reservation of the right and jurisdiction to review and modify the permit (including the conditions of approval) based on changed circumstances. Changed circumstances include, but not limited to, the following in relation to the approved facility as described and diagramed in the approved application materials: increased height or size of the facility; additional impairment of the views from surrounding properties; change in the type of antenna or supporting structure; changed color or materials; substantial change in location on the site; and an effective increase in signal output above or near the maximum permissible exposure limits imposed by the revised radio frequency emissions guidelines by the federal communications commission.
- B. The reservation of right to review any permit approved hereunder by the city is in addition to, and not in lieu of, the right of the city to review, suspend, revoke, or modify any permit approved hereunder for any violations of the conditions imposed on such permit.
- C. Upon review, any changed circumstance as determined by the community development director shall require the application and approval of a modification to the original administrative plot plan or conditional use permit, provided that any modification to accommodate colocated facilities may be approved administratively.

- D. Any review, suspension, revocation, or modification of a permit shall be in accordance with the procedures set forth in section 17.02.070 for an administrative plot plan and section 17.02.100 for a conditional use permit.

17.18.230. Removal of facilities.

- A. The operator of a lawfully erected facility, and the owner of the premises upon which it is located, shall promptly notify the community development director in writing in the event that use of the facility is discontinued for any reason. In the event that discontinued use is permanent, then the owner(s) and/or operator(s) shall promptly remove the facility, repair any damage to the premises caused by such removal, and restore the premise as appropriate such as to be in conformance with applicable zoning codes. All such removal, repair and restoration shall be completed within 90 days after the use is discontinued and shall be performed in accordance with all applicable health and safety requirements. For the purposes of this paragraph, a discontinued use shall be permanent unless the facility is likely to be operative and used within the immediately following three-month period.
- B. A facility that is inoperative or unused for a period of six continuation months shall be deemed abandoned. Written notice of the city's determination of abandonment shall be provided to the operator of the facility and the owner(s) of the premises upon [which] the facility is located. Such notice may be delivered in person or mailed to the address(es) stated on the facility permit application, shall be deemed given at the time delivered or placed in the mail. A written notice of the city's determination of abandonment shall be mailed or delivered to the operator of the facility at the address stated in the relevant permit application.
- C. The operator of the facility and the owner(s) of the property on which it is located, shall within 30 days after notice of abandonment is given either (1) remove the facility and restore the premises, or (2) provide the planning department with written objection to the city's determination of abandonment and request for hearing before the planning commission. If a written objection is timely received and a hearing is properly requested, the hearing shall be set and notice given as prescribed in section 17.02.050. The operator and/or owner shall be given the opportunity to provide evidence that the facility was in use during the relevant six-month period and that it is presently operational. The operator and/or owner shall be given the opportunity to cross-examine any witness providing evidence to the contrary. The planning commission shall review all evidence, determine whether or not the facility was properly deemed abandoned, and provide the operator notice of its determination.
- D. The city may remove the abandoned facility, repair any and all damage to the premises caused by such removal, and otherwise restore the premises as is appropriate to be in compliance with applicable Code at any time: 1) after 30 days following the notice of abandonment, or 2) following a notice of decision by the planning director, if applicable, subject to the owner/operators right of appeal under this Code. The city may, but shall not be required to, store the removed

facility (or any part thereof). The owner of the premises upon which the abandoned facility was located, and all prior operators of the facility shall be jointly liable for the entire cost of such removal, repair, restoration and storage, and shall remit payment to the city promptly after demand therefore is made. The city may, in lieu of storing the removed facility, convert it to the city's use, sell it, or dispose of it in any manner deemed by the city to be appropriate.

- E. The operator of the facility, and the owners of the premises upon which it is located shall be in violation of this chapter for failure to timely comply with any requirements hereunder. Each such person shall be subject to penalties for each such violation, pursuant to this Code.
- F. Until the cost of removal, repair, restoration and storage is paid in full, a lien shall be placed on the personal property and any real property on which the abandoned facility was located, for the full amount of the cost of removal, repair, restoration and storage. The planning director shall cause the lien to be recorded in the Riverside County Recorder's Office.

17.18.240. Severability.

- A. If any provisions or clause of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other Chapter provisions, clauses or applications thereof which can be implemented without the invalid provision, clause or application thereof, and to this end the provisions and clauses of this Chapter are declared to be severable.



Staff Report

TO: Mayor and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE: November 5, 2019

SUBJECT: Public Hearing for First Reading of Proposed Amendment to Table 17.03-3 Permitted Uses in Base Zone District and Addition of Chapter 17.18 Regarding Wireless Telecommunications Facilities

Background and Analysis:

At the April 16, 2019, City Council meeting, the City Council engaged in a discussion regarding wireless telecommunications facilities within the City. The City Council discussed issues pertaining to the location of wireless telecommunication facilities within the public right-of-way, as well as the need for guidelines and standards for facilities proposed on private property.

Attached is a draft ordinance that was provided to the Planning Commission on June 25, 2019. During the public hearing portion of the project, three (3) members of the public spoke and provided comments that the proposed ordinance be more progressive in relation to allowing wireless facilities on residential properties, concerns regarding future service in residential areas and information regarding radio frequency emissions. The Planning Commission indicated that aesthetics issues would be a primary concern for wireless facilities in residential zones.

On July 2, 2019, staff provided an update to the City Council regarding the proposed wireless ordinance. No members of the public spoke, but the City Council discussed the item and asked staff to provide their comments to the Planning Commission. The topics discussed included:

- The fees for small devices and concern if the City would end up subsidizing the projects due to the safe harbor rate (\$270);
- Allowing major facilities in residential or on vacant residential lots, to reduce the impact of small equipment in the right-of-way;
- Health concerns related to wireless facilities;
- Aesthetic concerns of major facilities in residential zoning districts;
- Requiring more attractive stealth design;

- Require providers to justify that the site is warranted;
- Provide more information regarding City's control on permitting small cell devices;
- Indicate if small cell devices can provide collocating opportunities; and
- Determine if a standard drawing can be approved to help streamline process.

In addition to the City Council update, staff provided a table that included information regarding 12 surrounding cities and their policies regarding major wireless facilities in residential zones. The table is included as Attachment B to this staff report.

On July 23, 2019, the draft ordinance returned to the Planning Commission, where it was recommended that the City Council approve the draft ordinance.

Staff has been working with the City Attorney and Public Works Director to research and determine the parameters in which the City can regulate small cell devices within the public right-of-way. Most cities do not address small cell devices in the zoning code, but rather in other sections of the code that deal with streets and public rights-of-way. Staff has revised the draft ordinance to remove requirements for small cell devices in the right-of-way. The Public Works and Community Development Department will draft an ordinance to address those facilities for presentation at the January 21, 2020, City Council meeting.

At its September 24, 2019, meeting, the Planning Commission considered the revised draft Ordinance and forwarded a recommendation of approval of the revised ordinance to the City Council.

City of Beaumont Municipal Code Chapter 17.03.120 includes Table 17.03-3 for Permitted Uses in Base Zone Districts. The table establishes throughout the City to ensure compatibility in and among zoning districts. It currently allows cellular communication facilities and cellular stealth as conditionally permitted uses in the recreation and conservation (RC), commercial general (CG), community commercial (CC), manufacturing (M) and commercial manufacturing zoning districts. Non-stealth facilities require a conditional use permit in the stealth zones with the exception of the RC zoning district.

In order to provide clarity in the code and promote camouflaged wireless designs, staff is recommending that the cellular communication facility and cellular non-stealth be removed from the permitted use table. Staff is also recommending that "cellular – stealth" be modified to read as "wireless telecommunication facility – stealth", which is consistent with industry language.

The Permitted Uses for Overlay Zone District Table (Table 17.03-4) currently requires a conditional use permit for "Cellular Communication Facilities (stealth)". The overlay zoning districts do not currently allow non-stealth facilities. No changes are proposed to Table 17.03-4.

The draft ordinance provides guidance to staff and applicants regarding the requirements and guidelines for future wireless applications within the City limits. Aspects of the draft

ordinance include sections regarding processing, distances, application requirements, standards and guidelines and removal of facilities.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Wireless Telecommunication Facilities									
Cellular Communication Facilities	C	N	N	N	N	C	C	C	C
Cellular Wireless Telecommunication Facility - Stealth	C	N	N	N	N	C	C	C	C
Cellular — Non-Stealth	N	N	N	N	N	C	C	N	N

It is important to note that zoning districts in which cell sites can be conditionally permitted limits heights between 35’-50’ feet and the majority of major facilities have varying heights that typically exceed the current height limits established in the commercial and manufacturing zoning districts. Each project that exceeds the prescribed height limit will be required to concurrently apply for a modification of standards (minor variance) or variance depending on the amount of height that is requested unless the City provides exceptions for wireless masts. The City may want to consider establishing a maximum height exception for wireless masts in each zoning district and/or requiring justification for the proposed height.

CEQA:

The City has analyzed this proposed project and has determined that is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines, which provides that CEQA only applies to projects that have the potential for causing a significant effect on the environment. The proposed ordinance in itself does not relate to any physical project and will not result in any physical change to the environment and does not affect the land use or density limitations of the General Plan. Therefore, it can be seen with certainty that there is no possibility that this ordinance may have a significant adverse effect on the environment, and therefore, the adoption of this ordinance is exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Findings:

In order to approve a zoning text amendment, the Beaumont Municipal Code Chapter 17.020.080 (I) requires that the City Council make the following findings to be made:

1. That the proposed zoning ordinance text amendment is consistent with the goals, policies, and objectives of the General Plan;

2. That the proposed zoning ordinance text amendment will not adversely affect surrounding properties; and
3. That the proposed zoning ordinance text amendment promotes public health, safety, and general welfare and serves the goals and purposes of this zoning Ordinance.

All of these findings can be made in a positive manner.

Incorporated herein by Reference:

- City of Beaumont General Plan
- City of Beaumont Zoning Ordinance
- Project Site's Riverside Conservation Authority Multi-Species Habitat Conservation Plan Informational Map
- Contents of City of Beaumont Planning Department Project File

Fiscal Impact:

Staff estimates that the research and preparation of staff reports regarding the proposed ordinance is approximately \$1,000.00.

Recommendation:

1. Hold a public hearing, and
2. Waive the first full reading and approve by title only, "An Ordinance of the City of Beaumont Approving an Amendment and Addition to the City of Beaumont Municipal Code Pertaining to the Regulation of Wireless Telecommunication Facilities: Amending Table 17.03-3 'Permitted Uses for Base Zone Districts' and Adding Chapter 17.18 "Wireless Telecommunications Facilities," of the Beaumont Municipal Code."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Draft Ordinance - 17.18 Wireless](#)
[Attachment B - Wireless in Residential Other Cities](#)

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF BEAUMONT, CALIFORNIA
AMENDING TABLE 17.03-3 “PERMITTED USES FOR BASE ZONE DISTRICTS”
AND
ADDING CHAPTER 17.18 “WIRELESS TELECOMMUNICATIONS FACILITIES,” OF
THE BEAUMONT MUNICIPAL CODE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City’s zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. The City Council hereby amends Title 17, Table 17.03-3, entitled “Permitted Uses for Base Zone Districts” to the Beaumont Municipal Code, to modify the portion of the table as it pertains communication facilities, as follows.

Table 17.03-3 Permitted Land Uses For Base Zone Districts									
	RC	PF	RR	RSF	RMF	CG	CC	M	CM
Cellular Communication Facilities	C	N	N	N	N	C	C	C	C
<u>Cellular-Wireless Telecommunication Facility – Stealth</u>	C	N	N	N	N	C	C	C	C
Cellular – Non-Stealth	N	N	N	N	N	C	C	C	C

SECTION 5. The City Council hereby amends Title 17, to add Chapter 17.18, entitled “Wireless Telecommunication Facilities” to the Beaumont Municipal Code, to read as specifically set forth in Exhibit “A”, which Exhibit is attached hereto and made a part hereof.

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the 5th day of November 2019, 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 5th day of November 2019.

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

Julio Martinez, Mayor

Attest: _____
City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Exhibit A

WIRELESS TELECOMMUNICATION FACILITIES ORDINANCE

- Section 17.18.110. Purpose and authority
- Section 17.18.120. Definitions
- Section 17.18.130. Applicability
- Section 17.18.140. Exempt facilities
- Section 17.18.150. Nonconforming facilities
- Section 17.18.160. Distances
- Section 17.18.170. Processing procedures
- Section 17.18.180. Application requirements
- Section 17.18.190. General development standards and guidelines for wireless facilities
- Section 17.18.200. Additional development standards for wireless facilities
- Section 17.18.210. Public property facilities
- Section 17.18.220. Review, modification, and revocation of permits
- Section 17.18.230. Removal of facilities
- Section 17.18.240. Severability

17.18.110 Purpose and intent.

- A. Purpose. The purpose of this chapter is to regulate the location and design of wireless telecommunication facilities.
- B. Intent. The intent of this chapter is to facilitate the orderly development and deployment of wireless telecommunication facilities in a manner that promotes the public health, safety, and welfare of the city's residents and is consistent with the goals and policies of the City of Beaumont's General Plan. It is furthermore intended that, the protection of property values and the enhancement of the city's aesthetic appearance be achieved by maintaining the architectural and structural integrity of wireless telecommunication facilities and the protection of views from obtrusive and unsightly accessory structures. It is further the intent of this chapter to create reasonable regulations in conformance with the provisions of the Telecommunications Act of 1996 and other applicable federal law while ensuring access to telecommunication services and promoting fair competition among telecommunication service providers. Additionally, the intent includes establishing regulations that do not preclude antennas from receiving a signal of acceptable quality or unreasonably delay, prevent, or increase the cost of installation, maintenance, or use of such antennas.
- C. The city has found and determined that the regulations established in this chapter are necessary to attain the purpose and intent as stated. These regulations shall supersede any applicable provisions of the Beaumont Municipal Code pertaining to such wireless telecommunication facilities, including antennas, support structures, and accessory structures.

17.18.120 Definitions.

For the purposes of this article, and where not otherwise inconsistent with the context of a particular section, the following words, terms, phrases, abbreviations, and derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory. If a definition is not listed in this section, Section 17.14.030 of the Beaumont Municipal Code shall be referenced.

Antenna means a device or system of wires, poles, rods, dishes, disc or similar devices used for the transmission and/or receipt of electromagnetic waves.

Antenna structure means an antenna, any structure designed specifically to support an antenna, and/or any appurtenances mounted on such structure or antenna.

Camouflaged facility means any wireless telecommunication facility which is designed to blend into the surrounding land, typically one that is architecturally integrated into a building or other concealing structure, also known as a disguised or stealth facility.

Cell means the coverage area through which wireless receiving and transmitting equipment from a particular cell site successfully propagates.

CEQA means the California Environmental Quality Act, Section 21000 et seq. of the Public Resources Code of the State of California.

City refers the City of Beaumont, California.

Colocated or *colocation* means the location of multiple antennas which are either owned or operated by more than one service provider at a single location and mounted to a common supporting structure, wall, or building.

Commercial mobile service means any mobile service that (1) is offered in return for monetary compensation, (2) is available to the public or a substantial portion of the public, and (3) provides subscribers with the ability to access or receive communication from the public switched telephone network. Commercial mobile service includes, but is not limited to, paging service, wireless data transmission, cellular telephone service, specialized mobile radio service (SMR), and personal communications services (PCS).

Fixed wireless service means any service providing radio communication to or from antenna structures at fixed and specified locations which are not designed to be moved during operation and which offers the ability to access or receive communication from the public switched telephone network.

Ground mounted means a wireless telecommunication facility that is mounted to a monopole or other freestanding structure that is specifically constructed for the purpose of supporting an antenna.

Lattice tower means a tower-like structure used to support antennas and comprised of up to two or more steel support legs.

Microwave communication means the transmission or reception of radio communication at frequencies of a microwave signal (generally, in the 2GHz to 300GHz frequency spectrum).

Mobile service means any temporary service providing radio communication to or from at least one antenna that is designed to be moved during operation or used during halts at unspecified locations; or as otherwise defined in 47 USCS Section 153 and interpreted by the Code of Federal Regulations and the Federal Register.

Monopole means a structure composed of a single spire, pole, or tower used to support antennas or related equipment.

Mounted means any manner of attachment, support, or connection, whether on the ground or on a structure.

Multipoint distribution service means a microwave communications service that delivers video programming directly to subscribers, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or as otherwise defined by Section 207 of the Telecommunications Act of 1996, Section 1.4000 of Title 47 of the Code of Federal Regulations and any interpretive decisions thereof issued by the Federal Communications Commission.

Radio communication means the transmission and/or reception of impulses, writing, signs, signal, pictures, and sounds of all kinds through space by means of electromagnetic waves.

Roof mounted means a facility that is mounted on any structure that is not specifically constructed for the purpose of supporting antennas, does not meet the definition of a ground, wall, or utility mounted facility, and is typically mounted on the roof of a building.

Satellite antenna means a device used to transmit and/or receive radio or electromagnetic waves between terrestrially and orbitally-based uses. This definition is meant to include, but not limited to, what are commonly referred to as satellite earth stations, TVROs (Satellite Television Receiving Antenna), and satellite microwave antennas.

Structure is as defined in section 17.14.030.

Surplus space or *surplus capacity* means that portion of usable space on a utility pole or other telecommunication facility which has the necessary clearance from other users, as required by the orders and regulations of the California Public Utilities Commission to allow its use by a telecommunication carrier.

Telecommunication means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Utility mounted means a facility that is mounted to an existing above-ground structure that is specifically designed and originally installed to support electrical power lines, cable television lines, street lighting, traffic signal equipment, park lighting or a structure on public or private property deemed by the city to be similar in nature.

Wall mounted means a facility that is mounted on any vertical surface or nearly vertical surface of a building or other existing structure that is not specifically constructed for the purpose of supporting an antenna: the exterior walls of a building, an existing parapet, the side of a water tank, the face of a church steeple, or the side of a freestanding sign such that the highest point of the antenna is at an elevation equal to or lower than the highest point of the surface on which it is mounted.

Wireless telecommunication carrier, wireless carrier, or carrier means 1) any owner, by way of fee ownership, lease, or management agreement of any wireless telecommunication system or wireless telecommunication facilities, or 2) the direct or indirect provider of wireless telecommunication services whether the wireless telecommunication service is offered by the owner of the wireless telecommunication system, an affiliate, or related entity, by way of ownership, lease, control, or operation of a wireless telecommunication system. A person shall be deemed a wireless telecommunication carrier, even if it does not directly provide wireless telecommunication services, if it rents or leases a wireless telecommunication system and/or wireless telecommunication facilities to another person which provides wireless telecommunication services.

Wireless telecommunication accessory equipment, wireless accessory equipment, accessory equipment, or equipment means any equipment installed, mounted, operated, or maintained in close proximity to an antenna structure or to receive, transmit, or store signals or information received by or sent from an antenna. For the purposes of this chapter, facilities are categorized by the manner in which antennas are mounted and not by the placement of accessory equipment. It is presumed that all facilities shall include accessory equipment, which shall not affect how the facility is mounted.

Wireless telecommunication facility, wireless facility, or facility means an antenna structure and any accessory structure or accessory equipment that is used in connection with the provision of wireless telecommunication service.

Wireless telecommunication service, wireless service, or service means any type of service providing radio communications that satisfies the definition of commercial mobile service, fixed wireless service, wireless video service, wireless cellular service, or wireless voice service.

Wireless video service means any service providing radio communication which delivers video programming.

17.18.130 Applicability.

Subject to the exemptions established in section 17.18.140 and 17.18.210, wireless telecommunication facilities shall comply with the provisions of this chapter as follows:

- A. All wireless telecommunication facilities which are erected, located, or modified within the city on or following the effective date of this section shall comply with the provisions of this chapter.
- B. All wireless telecommunication facilities for which a conditional use permit application was determined by the city to be complete prior to the effective date of this section but did not receive approval of the conditional use permit prior to the effective date of this ordinance shall comply with the provisions of this chapter.
- C. All wireless telecommunication facilities for which a conditional use permit, building permits and any extension thereof have expired shall comply with the provisions of this chapter.

17.18.140. Exempt facilities.

- A. The following uses shall be exempt from the provisions of this chapter until such time as federal regulations are repealed or amended to eliminate the necessity of the exemption:
 - 1. Any antenna structure that is one meter (39.37 inches) or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, as defined by Section 207 of the Telecommunications Act of 1996, Title 47 of the Code of Federal Regulations, and any interpretive decisions thereof issued by the Federal Communications Commission.
 - 2. Any antenna structure that is two meters (78.74 inches) or less in diameter located in a commercial or industrial zone and is designed to transmit or receive radio communication by satellite antenna.
 - 3. Any antenna structure that is one meter (39.37 inches) or less in diameter or diagonal measurement and is designed to receive multipoint distribution service, provided that no part of the antenna structure extends more than 12 feet above the principal building on the same lot.
- B. The following uses shall be exempt from the provisions of this chapter, so long as the antenna structure complies with all other zoning requirements:
 - 1. Any antenna structure that is designed and used solely to receive UHF, VHF, AM, and FM broadcast signals from licensed radio and television stations.
 - 2. Any antenna structure that is designed and used solely in connection with authorized operations of an amateur radio station licensed by the FCC (i.e., a "HAM" radio transmission).

17.18.150. Nonconforming facilities.

- A. All wireless telecommunication facilities for which a request for final approval or equivalent certificate was completed by the city prior to the effective date of this article shall be subject to Chapter 17.08 of the Beaumont Municipal Code

regarding non-conformities and any additions and/or modifications to the facility or its use shall comply with the provisions of this chapter.

- B. All wireless telecommunication facilities for which a conditional use permit was approved by the city prior to the effective date of this chapter and a request for final approval or equivalent certificate has been completed by the city within 90 days of the effective date of this article shall be subject to Chapter 17.08 of the Beaumont Municipal Code regarding non-conformities and any additions and/or modifications to the facility or its use shall be subject to the provisions of this chapter.
- C. All wireless telecommunication facilities constructed or erected prior to the effective date of this chapter that are in violation of applicable laws, ordinances, or other regulations shall be considered an illegal nonconforming facility and shall be subject to abatement as a nonconforming use pursuant to Chapter 17.18 of the Beaumont Municipal Code.

17.18.160. Distances

- A. For the purposes of this chapter, all distances shall be measured in a straight line without regard to intervening structures, from the nearest point of the proposed wireless telecommunication facility to the relevant property line at a point five feet above the ground.

17.18.170. Processing procedures.

- A. All stealth and non-stealth facilities shall be permitted in the applicable zone subject to the following table:

Zone	Stealth Facility	Non-Stealth Facility
RC, CG, CC, M, CM, 6 th St, BAO & UVO	CUP	Not permitted
PF, RR, RSF & RMF	Not permitted	Not permitted

- B. All conditional use permits required for stealth facilities shall be subject to the city's design review committee. No application for a wireless telecommunication facility shall be considered by the planning commission prior to receiving the development review committee's recommendation.

17.18.180. Application requirements.

- A. Each applicant applying for a conditional use permit to construct, locate, mount, operate, and maintain a telecommunication facility shall submit a completed conditional use permit application per the requirements of section 17.02.100 of the Beaumont Municipal Code.
- B. In addition to the requirements of section 17.02.100 for submittal of a conditional use permit application, each submittal to construct, locate, mount, operate, and maintain a wireless telecommunication facility shall provide, as part of the application submittal, supplemental information as required in this section and

determined by the community development director to be necessary to provide sufficient information to meet the intent of this chapter.

- C. Each application shall contain an accurately dimensioned site plan that shows
 - 1. The location of the entire facility, including antenna structure, accessory structures and support equipment;
 - 2. The location of all guy-wires;
 - 3. The location of all above and below ground wiring and connection cables;
 - 4. The location of existing and proposed easements on the property affecting any part of the facility;
 - 5. The location, size and type of existing and proposed landscaping; and
 - 6. The distance between the antenna structure and any existing or proposed accessory structures and supporting equipment.

- D. Each application shall provide accurately dimensioned elevations that show
 - 1. Each side of the entire facility, including antenna structure, accessory structures and support equipment, with dimensions identified;
 - 2. The height of any existing and proposed structure(s) and support equipment; and
 - 3. The height of any panels, microwave dishes, or antennas.

- E. Each application shall contain a letter of justification accompanied by written documentation that explains the applicant's efforts to locate the facility in accordance with the screening and site selection criteria contained in sections 17.18.190 and 17.18.200.

- F. Each application shall contain a narrative, photographs, and a map that discloses the exact location and illustrates the type and construction of any and all existing facilities that are owned, operated or used by the applicant within the city, or within one mile of its borders, as well as any proposed or planned sites within said boundary that may reasonably be known to the applicant at the time the application is made.

- G. Each application shall contain a narrative and appropriate map that disclose the purpose of the facility and the service to be provided, the geographic area(s) within the city that will be serviced by the proposed facility, and the geographic area(s) bordering the city, if any, that will be serviced by the proposed facility.

- H. Each application shall contain a radio-frequency (RF) report prepared by a qualified RF engineer to demonstrate that the proposed facility, as well as any colocated facilities, complies with current Federal RF emission standards. This RF report shall also include signal strength exhibits, including calculations and measurements under maximum loading conditions.
- I. Each application shall contain computerized visual assessments or other exhibits equivalent in form and manner acceptable to the planning director showing the before and after visual appearances of the proposed facility.
- J. Each application shall contain a description of the required maintenance visits to the site and security proposed to protect the site from vandalism and trespass.
- K. Each application shall contain a preliminary environmental review in accordance with the city submittal requirements, with special emphasis placed on the nature and extent of visual and public health and safety impacts to the extent permitted by federal law.
- L. Each application shall contain evidence of any required licenses and approvals to provide wireless telecommunication service.
- M. Applicants are separately required to obtain all applicable federal, state and local permits, including building and construction permits that may be required prior to erecting or installing the facility, including, but not limited to, a certificate of public convenience and necessity for a facility in the public right of way.
- N. Each application shall provide any other necessary information as may be required by the planning director.
- O. The community development director shall determine applicable entitlement processing fees and deposits for the application, as established by city council resolution, including any applicable contract staff fees and/or deposits for the purpose of review of the application.
- P. Any application that is improperly submitted or fails to contain all of the information as required by the Beaumont Municipal Code, including this chapter, shall be deemed incomplete.

17.18.190. General development standards and guidelines for wireless facilities.

- A. Development standards for stealth facilities. All wireless telecommunication facilities shall comply with each of the following requirements:
 - 1. A facility shall not bear any signs or advertising devices other than certification, public safety, warning, or other required seals or required signage.

2. Any and all accessory equipment associated with the operation of the facility, including but not limited to transmission cables, shall be located within a building, an enclosure, or underground vault in a manner that complies with the development standards of the zone in which such accessory equipment is located. In addition, if equipment is located above ground, it shall be visually compatible with the surrounding buildings and natural features and either shrouded by sufficient landscaping or natural features to screen the equipment from view or designed to match the architecture of adjacent buildings. If accessory equipment will be visible from a residential area or an arterial street, the applicant shall provide a solid masonry block wall that will screen the equipment or other material that is determined acceptable through the approval process.
 3. The facility's exterior finish shall be comprised of non-reflective material(s) and painted, screened, or camouflaged to blend with the materials and colors of surrounding buildings or structures.
 4. All screening used in connection with a wall mounted and/or roof mounted facility shall be compatible with the architecture, color, texture, and materials of the building or structure to which it is attached.
 5. All antennas shall be designed to prevent unauthorized climbing.
 6. Facilities shall not be illuminated unless specifically required by the Federal Aviation Administration or other governmental agencies.
 7. The applicant and the property owner if different from the applicant shall consent to future colocation of other facilities on or with the applicant's facility, unless technological or structural requirements preclude that colocation.
 8. For the purpose of determining setback requirements, a wireless telecommunication facility shall be considered a principal structure and shall comply with the setback requirements of the zone in which it is located. Except that if a wireless telecommunication facility is located within 200 feet of a residential zone, then it shall comply with the setback requirements for such residential zone.
- B. Development guidelines for wireless facilities. In review of all wireless telecommunication facilities, the city shall, in addition to the above requirements, consider the following guidelines in conjunction with the processing of a conditional use permit:
1. The proposed facility should blend into the surrounding environment or be architecturally integrated into a concealing structure.
 2. The proposed facility should be screened or camouflaged by existing or proposed new topography, vegetation, buildings, or other structures. Any

such improvements shall be appropriate for and compatible with the site and surrounding area.

3. The total size of proposed facility should be compatible with the surrounding and supporting structures.
4. If feasible, the location of the proposed facility should conform to the following in order of preference:
 - a. Colocated with an existing facility or located at a pre-approved location.
 - b. Attached to an existing structure such as an existing building, communication tower, church steeple or utility.
 - c. Located in an industrial zone.
 - d. Located in a commercial zone.
5. The proximity of the proposed facility to residential structures and to boundaries of residential zones.
6. The availability of suitable alternative locations for the facility.
7. The nature of existing uses on adjacent and nearby properties.
8. Proposed ingress and egress to the facility.

17.18.200. Additional development standards for stealth facilities.

A. Additional development standards for stealth facilities. In addition to the requirements of section 17.18.190, the following requirements shall apply to wireless facilities:

1. All wireless facilities.
 - a. No portion or extension of a wireless facility shall protrude beyond property lines or extend into any portion of property where such facility is not itself permitted; provided, however, that the city may approve the location of guy wires in a required setback if such approval is consistent with the guidelines and requirements set forth in this chapter.
 - b. Construction of new lattice towers and the extension or expansion of an existing lattice tower shall not be permitted.
 - c. If a proposed wireless facility cannot be colocated, it must be sited at least 1,500 feet from any existing wireless facility unless the

approving authority finds that a shorter distance is required for technological reasons, or that it would result in less visual obtrusiveness in the surrounding area. If the approving authority finds that colocation is not a feasible option and that a new facility may be located less than 1,500 feet from an existing wireless facility, the new facility should be located at least 500 feet from the existing facility.

- d. A wireless facility should not be located within 200 feet of any property containing a residential use.

2. Ground mounted facilities.

- a. A ground mounted facility shall not be located in a required parking area, vehicle maneuvering area, vehicle/pedestrian circulation area or area of landscaping such that it interferes with, or in any way impairs, the utility or intended function of such area.
- b. A ground mounted facility should be located in close proximity to existing above ground utilities, such as electrical tower or utility poles (not scheduled for removal or under-grounding in the next 18 months), light poles, trees of comparable height, water tanks and other areas where the facility will not detract from the image or appearance of the city.
- c. No part of a ground mounted facility should be located in any required setback.
- d. A ground mounted facility shall not be permitted unless the approving authority finds that based upon evidence submitted by the applicant, no existing building or support structure can reasonably accommodate the proposed the facility. Evidence supporting this finding may consist of any of the following:
 - 1) No existing buildings or support structures are located within the geographic area proposed to be served by the applicant's facility.
 - 2) Existing buildings or support structures are not of sufficient height or structural strength to satisfy the applicant's operational or engineering requirements.
 - 3) The costs, fees, or contractual provisions required by a property owner, or by an incumbent wireless telecommunication service provider, in order to colocate a new antenna array on an existing building or structure, or to adapt an existing building or structure for the location of the new antenna array, are unreasonable.

- 4) There are other limiting factors that render existing buildings and structures unsuitable for use by the applicant.
 - e. A ground mounted facility shall be secured from access by the general public with a fence or other form of screening approved by the approving authority.
 - f. A ground mounted facility shall be covered with a clear anti-graffiti material of a type approved by the community development director. The community development director may grant an exception to this requirement if the applicant demonstrates to the satisfaction of the community development director that the design of the facility is adequate to prevent graffiti.
 - g. No ground mounted facility shall exceed the maximum building height for the applicable zone in which it is located unless both of the following findings are made by the approving authority:
 - 1) The applicant has satisfactorily demonstrated that exceeding the height limitation is necessary for operation of the facility; and
 - 2) The facility is colocated, or contains adequate space suitable for future colocation, and the height in excess of zoning requirements is necessary to the proposed shared use.
3. Roof mounted facilities.
- a. A roof mounted facility may only exceed the height of the building on which it is mounted by a maximum of 15 feet, but only if one of the following findings is made by the approving authority:
 - 1) The applicant has satisfactorily demonstrated that the proposed height is the minimum necessary for proper operation of the facility.
 - 2) The facility is colocated, or contains adequate space suitable for future colocation, and the height in excess of the existing building is necessary for the proposed shared use.
 - b. A roof mounted facility that extends above the existing height of the building on which it is mounted shall be screened by a material and in a manner that is compatible with the existing design and architecture of the building.

- c. A roof mounted facility, requiring the placement of any guy wires, supporting structures, or accessory equipment shall be located and designed so as to minimize the visual impact as viewed from surrounding properties and public streets, including any pertinent public views from higher elevations.
4. Utility mounted facilities not within the public right-of-way.
- a. A utility mounted facility shall not exceed the maximum building height for the applicable zone in which it is located unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the height limitation is necessary for proper operation of the facility.
 - b. A utility mounted facility shall not exceed the height of the existing utility pole or structure by more than four feet unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the four-foot limitation is necessary for proper operation of the facility.
 - c. A utility mounted facility shall not protrude or extend horizontally more than 18 inches from the existing utility pole or structure unless the approving authority determines the applicant has satisfactorily demonstrated that exceeding the 18-inch limitation is necessary for proper operation of the facility or required by the owner of the existing utility pole or structure.

17.18.210. Public property facilities.

- A. Private telecommunication facilities located on city-owned or operated property, other than public rights of way.
 - 1. Privately owned or operated telecommunication facilities may be located on property owned or operated by the city, subject to the city council's approval of a negotiated lease agreement between the telecommunication service provider and the city or its representative. Telecommunications facilities to be located on city-owned or operated property shall not be required to obtain a conditional use permit under the provisions of sections 17.18.100 et seq. The lease agreement shall set forth requirements for a wireless facility which are substantially consistent with the development standards and conditions of sections 17.18.100 et seq and Chapter 5.36. The lease agreement shall also contain operating covenants substantially consistent with the objectives of sections 70.18.100 et seq and Chapter 5.36. in order to protect the public health, safety and welfare.
 - 2. Notwithstanding subsection (1) above, the lease agreement approving the location of privately owned or operated telecommunications facilities on city-owned or operated property shall be subject to all applicable

environmental regulations including but not limited to the California Environmental Quality Act and the Western Riverside County Multiple Species Habitat Conservation Plan.

B. Public telecommunication facilities.

1. The location, installation, and operation of any telecommunication facilities or other communication facilities owned or operated by the city on property owned or operated by the city, or within its right-of-way shall not be subject to the provisions of this article.
2. The location, installation, and operation of any telecommunication facilities or other communication facilities owned or operated by any other governmental entity other than the city on property owned or operated by the City, or within its right-of-way, shall be subject to the provisions of subsection (a) above, unless the city council, by four-fifths vote of its membership and a finding of public necessity, exempts the facility from such requirements.

17.18.220. Review, modification, and revocation of permits.

- A. Any permit granted or approved pursuant to this chapter shall be granted or approved by the city with the reservation of the right and jurisdiction to review and modify the permit (including the conditions of approval) based on changed circumstances. Changed circumstances include, but not limited to, the following in relation to the approved facility as described and diagramed in the approved application materials: increased height or size of the facility; additional impairment of the views from surrounding properties; change in the type of antenna or supporting structure; changed color or materials; substantial change in location on the site; and an effective increase in signal output above or near the maximum permissible exposure limits imposed by the revised radio frequency emissions guidelines by the federal communications commission.
- B. The reservation of right to review any permit approved hereunder by the city is in addition to, and not in lieu of, the right of the city to review, suspend, revoke, or modify any permit approved hereunder for any violations of the conditions imposed on such permit.
- C. Upon review, any changed circumstance as determined by the community development director shall require the application and approval of a modification to the original administrative plot plan or conditional use permit, provided that any modification to accommodate colocated facilities may be approved administratively.
- D. Any review, suspension, revocation, or modification of a permit shall be in accordance with the procedures set forth in section 17.02.070 for an administrative plot plan and section 17.02.100 for a conditional use permit.

17.18.230. Removal of facilities.

- A. The operator of a lawfully erected facility, and the owner of the premises upon which it is located, shall promptly notify the community development director in writing in the event that use of the facility is discontinued for any reason. In the event that discontinued use is permanent, then the owner(s) and/or operator(s) shall promptly remove the facility, repair any damage to the premises caused by such removal, and restore the premise as appropriate such as to be in conformance with applicable zoning codes. All such removal, repair and restoration shall be completed within 90 days after the use is discontinued and shall be performed in accordance with all applicable health and safety requirements. For the purposes of this paragraph, a discontinued use shall be permanent unless the facility is likely to be operative and used within the immediately following three-month period.
- B. A facility that is inoperative or unused for a period of six continuation months shall be deemed abandoned. Written notice of the city's determination of abandonment shall be provided to the operator of the facility and the owner(s) of the premises upon [which] the facility is located. Such notice may be delivered in person or mailed to the address(es) stated on the facility permit application, shall be deemed given at the time delivered or placed in the mail. A written notice of the city's determination of abandonment shall be mailed or delivered to the operator of the facility at the address stated in the relevant permit application.
- C. The operator of the facility and the owner(s) of the property on which it is located, shall within 30 days after notice of abandonment is given either (1) remove the facility and restore the premises, or (2) provide the planning department with written objection to the city's determination of abandonment and request for hearing before the planning commission. If a written objection is timely received and a hearing is properly requested, the hearing shall be set and notice given as prescribed in section 17.02.050. The operator and/or owner shall be given the opportunity to provide evidence that the facility was in use during the relevant six-month period and that it is presently operational. The operator and/or owner shall be given the opportunity to cross-examine any witness providing evidence to the contrary. The planning commission shall review all evidence, determine whether or not the facility was properly deemed abandoned, and provide the operator notice of its determination.
- D. The city may remove the abandoned facility, repair any and all damage to the premises caused by such removal, and otherwise restore the premises as is appropriate to be in compliance with applicable Code at any time: 1) after 30 days following the notice of abandonment, or 2) following a notice of decision by the planning director, if applicable, subject to the owner/operators right of appeal under this Code. The city may, but shall not be required to, store the removed facility (or any part thereof). The owner of the premises upon which the abandoned facility was located, and all prior operators of the facility shall be jointly liable for the entire cost of such removal, repair, restoration and storage, and shall remit payment to the city promptly after demand therefore is made. The city may, in lieu of storing the removed facility, convert it to the city's use, sell it, or dispose of it in any manner deemed by the city to be appropriate.

- E. The operator of the facility, and the owners of the premises upon which it is located shall be in violation of this chapter for failure to timely comply with any requirements hereunder. Each such person shall be subject to penalties for each such violation, pursuant to this Code.
- F. Until the cost of removal, repair, restoration and storage is paid in full, a lien shall be placed on the personal property and any real property on which the abandoned facility was located, for the full amount of the cost of removal, repair, restoration and storage. The planning director shall cause the lien to be recorded in the Riverside County Recorder's Office.

17.18.240. Severability.

- A. If any provisions or clause of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other Chapter provisions, clauses or applications thereof which can be implemented without the invalid provision, clause or application thereof, and to this end the provisions and clauses of this Chapter are declared to be severable.

Wireless in Residential - Surrounding Jurisdictions (6.19.19)					
Jurisdiction	Zone	Lot Size	Entitlement	Code Section	Notes
Banning	R/A (Ranch Agriculture)	10 acres	Conditional Use Permit	Table 17.08.020	
	All other SFR & MFR	n/a	Prohibited	Table 17.08.020	
Calimesa	All residential	n/a	Prohibited	Table 18.20.030	
Perris	All residential	n/a	Prohibited	18.85.040(1)(2)	Unless attached to light standard subject to CUP
Hemet	Residential - Minor Facility	n/a	Administrative Use Permit	90-1617(a)	Wall, utility or roof mounted
	Residential - Major Facility	n/a	Prohibited	90-1617(a)	
San Jacinto	Residential Estate	2 acres	Conditional Use Permit	17.430.360	Least preferred and not on lot with SFR
	Rural Residential	.50 acre	Conditional Use Permit	17.430.360	Least preferred and not on lot with SFR
	Residential Low Density	2.1-5 du/acre	Conditional Use Permit	17.430.360	Least preferred and not on lot with SFR
Menifee	Residential	varies	Plot Plan	19.404.a	Adopted County of Riverside Ordinance
Murrieta	Rural Residential	2.5 acres	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Estate Residential 1	1 acre	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Estate Residential 2	.50 acre	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Estate Residential 3	10,000 sq. ft.	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Single Family Residential 1	7,200 sq. ft.	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
	Single Family Residential 2	5,000 sq. ft.	Conditional Use Permit	Table 16.08-1 & 16.44.170B	
Moreno Valley	Residential District	n/a	Conditional Use Permit	9.09.040.E.3	Accommodate minimum setback, undeveloped or unimproved. No SFR on lot.
Highland	Residential Land Use District - Minor Facility	n/a	Minor Design Review	16.45.040.D.6	Least preferred. Wall, roof, small cell, or alternative tower
	Residential Land Use District - Major Facility	n/a	Prohibited	16.45.040.D.6	
Palm Desert	Residential Districts	n/a	Prohibited	Table 25.10-1	

Redlands	Any zone	n/a	Conditional Use Permit	18.178	Must be sited at least 100' from any existing residential structure
Palm Springs	Areas not zoned for manufacturing, commercial or professional	n/a	Building Permit	93.23.08	Roof top allowed, Towers not allowed per Richard in Planning Department

Advertising Order Confirmation

The Press Enterprise

10/22/19 2:20:27PM

Page 1

<u>Ad Order Number</u> 0011327626	<u>Customer</u> BEAUMONT, CITY OF / LEGAL	<u>Payor Customer</u> BEAUMONT, CITY OF / LEGAL	<u>PO Number</u>
<u>Sales Representative</u> Nick Eller	<u>Customer Account</u> 5209298	<u>Payor Account</u> 5209298	<u>Ordered By</u> Carole Kendrick
<u>Order Taker</u> Nick Eller	<u>Customer Address</u> 550 E SIXTH ST BEAUMONT, CA 92223	<u>Payor Address</u> 550 E SIXTH ST BEAUMONT, CA 92223	<u>Customer Fax</u>
<u>Order Source</u> Select Source	<u>Customer Phone</u> 951-769-8520	<u>Payor Phone</u> 951-769-8520	<u>Customer EMail</u> finance@beaumontca.gov
<u>Current Queue</u> Ready	<u>Invoice Text</u> Summary of Ordinance Wireless CC 10.21.19		
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u>	<u>Materials</u>
		<u>Promo Type</u>	<u>Special Pricing</u>

<u>Ad Number</u> 0011327626-01	<u>Ad Size</u> 3 X 39 Li	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>			



Legal Advertisement

NOTICE IS HEREBY GIVEN that the Beaumont City Council will conduct a public hearing on Tuesday, November 5, 2019 at 550 E. 6th Street, Beaumont, California 92223, to receive testimony and comments from all interested persons regarding the adoption of the following matter (s):

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA AMENDING TABLE 17.03-3 "PERMITTED USES FOR BASE ZONE DISTRICTS"

AND ADDING CHAPTER 17.18 "WIRELESS TELECOMMUNICATION FACILITIES" OF THE BEAUMONT MUNICIPAL CODE

It is the purpose and intent of the Ordinance is to amend the permitted land use tables of permitted uses for base zone districts Table 17.03-3 and add Chapter 17.18 regulating the location and design of wireless telecommunication facilities.

Carole Kendrick
Senior Planner

10/25

<u>Product</u> PE Riverside:South	<u>Requested Placement</u> PublicNotice Banning	<u>Requested Position</u> City Notices Ban - 1076~	<u>Run Dates</u> 10/25/19	<u># Inserts</u> 1
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Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
70.20	0.00	70.20	0.00	\$70.20

Advertising Order Confirmation

The Press Enterprise

10/22/19 2:20:27PM

Page 2

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Staff Report

TO: Mayor and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE: November 19, 2019

SUBJECT: Public Hearing and Consideration of Adoption of an Ordinance Extending Interim Ordinance No. 1111 for a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards for an Additional Ten Months and Fifteen Days

Background and Analysis:

On October 15, 2019, the City Council adopted an interim urgency ordinance for a moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards.

Staff is requesting an additional extension of ten (10) months and fifteen (15) days in order to allow staff to complete the Beaumont General Plan update and determine the appropriate zoning and development standards for public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards that are consistent with the goal and policies of the general plan and the Economic Development Strategic Plan.

The staff report from the October 1, 2019, City Council meeting is attached for reference as Attachment C and the staff report from October 15, 2019, is attached as Attachment D. The Economic Development Strategic Plan goals are attached as Attachment E.

Staff is recommending City Council adopt the presented ordinance to extend the time frame of Ordinance No. 1111 for a moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards. This ordinance will put a hold on the issuance of any entitlements or permits for new applications which do not have a complete application after the effective date of the ordinance.

Fiscal Impact:

Staff estimates that the research and preparation of the staff report regarding the proposed interim urgency ordinance is approximately \$500.00.

Recommendation:

1. Hold a Public Hearing; and
2. Adopt by title only, "Ten Month and Fifteen Day Extension of Ordinance No. 1111 Being an Interim Urgency Ordinance of The City of Beaumont, Enacting A Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Automobile Parking Facilities, Truck Stops and Terminals and Building Storage Yards, Pursuant to Government Code Section 65858."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Extension of Interim Urgency Ordinance Storage Parking](#)

[Attachment B - 1111 - Interim Urgency Ordinance Storage Parking](#)

[Attachment C - October 1, 2019 Staff Report](#)

[Attachment D - October 15, 2019 Staff Report](#)

[Attachment E - EDSP Goals](#)

ORDINANCE NO. _____

TEN MONTH AND FIFTEEN DAY EXTENSION OF ORDINANCE NO. 1111 BEING AN INTERIM URGENCY ORDINANCE OF THE CITY OF BEAUMONT, ENACTING A TEMPORARY MORATORIUM PROHIBITING PUBLIC STORAGE FACILITIES, MOVING AND STORAGE ESTABLISHMENTS, AUTOMOBILE PARKING FACILITIES (INCLUDING RECREATIONAL VEHICLES), TRUCK STOPS AND TERMINALS AND BUILDING STORAGE YARDS, PURSUANT TO GOVERNMENT CODE SECTION 65858.

WHEREAS, on October 15, 2019, the City Council of the City of Beaumont adopted as an urgency measure Interim Ordinance No. 1111 temporarily restricting the granting of any building permit, business permit, conditional use permit, or any entitlement for establishing or expanding any Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards anywhere in the City of Beaumont; and

WHEREAS, pursuant to Government Code section 65858(a), Interim Ordinance No. 1111 shall be of no further force and effect 45 days from its date of adoption, November 29, 2019, unless otherwise extended after notice and public hearing pursuant to Government Code section 65090; and

WHEREAS, on November 8, 2019 the staff published notice of a public meeting to consider an extension of Interim Ordinance 1111 in accordance with Government Code Section 65090;

WHEREAS, on November 19, 2019, the City Council received a report from staff dated November 19, 2019 requesting that the City Council extend the term of Interim Ordinance No. 1111 beyond November 29, 2019 for ten months and fifteen days and describing the measures taken to alleviate the condition which led to the adoption of Interim Ordinance No. 1111; and

WHEREAS, on November 19, 2019, the City Council held a duly noticed public hearing and took testimony regarding Interim Ordinance No. 1111; and

WHEREAS, after considering the report from staff and hearing public comments, the City Council finds that the causes for adopting the interim ordinance have not been alleviated, and that there is a current and immediate threat to the public health, safety, and welfare of the

City to justify an extension of Interim Ordinance No. 1111 for an additional ten (10) months and fifteen (15) days, commencing on November 29, 2019; and

WHEREAS, an extension of Interim Ordinance No. 1111 requires a four-fifths vote of the City Council for adoption.

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

SECTION 1. The City Council finds and determines the foregoing recitals to be true and correct and hereby incorporates them into this ordinance.

SECTION 2. Interim Ordinance No. 1111, adopted by the City Council on October 15, 2019, is hereby extended for an additional ten (10) months and fifteen (15) days, commencing from November 29, 2019 and ending on October 15, 2020.

SECTION 3. This Ordinance, extending Interim Ordinance No. 1111, shall be introduced, passed and adopted at one and the same meeting and shall become effective immediately.

SECTION 4. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Beaumont hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 5. The City Clerk shall certify that this Interim Ordinance was passed, approved and adopted by the City Council of the City of Beaumont at a regular meeting thereof held November 19, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julio Martinez, Mayor

Attest: _____
Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

ORDINANCE NO. 1111

**AN INTERIM URGENCY ORDINANCE OF THE CITY OF
BEAUMONT, ENACTING A TEMPORARY
MORATORIUM PROHIBITING PUBLIC STORAGE
FACILITIES, MOVING AND STORAGE
ESTABLISHMENTS, AUTOMOBILE PARKING
FACILITIES (INCLUDING RECREATIONAL VEHICLES),
TRUCK STOPS AND TERMINALS AND BUILDING
STORAGE YARDS, PURSUANT TO GOVERNMENT
CODE SECTION 65858.**

**THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN
AS FOLLOWS:**

The City Council finds and declares as follows:

A. Government Code Section 65858(a) allows a city to adopt effective immediately, as an urgency measure, an interim ordinance for the immediate preservation of the public health or safety without following the procedures otherwise required prior to the adoption of a zoning ordinance.

B. Such an urgency measure requires a four-fifths vote (4 votes) of the City Council for adoption and it shall be of not further force and effect forty-five (45) days from its date of adoption unless otherwise extended pursuant to Government Code Section 65858(a).

C. As used in this ordinance:

i. "Public Storage Facilities" and "Moving and Storage Establishments" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such facility for the purpose of storing and removing personal property, including recreational vehicles. A public storage facility is not a public warehouse.

ii. "Automobile Parking Facilities" means any real property designed for and used for the purpose of storing and removing automobiles, including recreational vehicles and trucks.

iii. "Truck Stops and Terminals" means a business engaged in the storage and distribution of goods having more than five (5) heavy trucks (having a rating of

more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

iv. “Building Materials Yard” means an establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor’s yards, and activities classified under “equipment leasing and rentals” in Municipal Code Section 17.14.030.

D. The City of Beaumont currently has 16 active City business licenses for either storage or vehicle (truck) parking, six (6) of which are trucking related businesses and 10 storage related businesses. Planning has one (1) RV storage facility pending entitlement, which is on hold at the applicants required and two (2) recently entitled storage facilities in the plan check and construction process.

E. Public storage facilities are located throughout the City and have been allowed under the City’s Zoning Code to operate in the Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a conditionally permitted use.

F. Moving and storage establishments are located throughout the City and have been allowed under the City’s Zoning Code to operate in Manufacturing (M) Zone as a permitted use and the Commercial Manufacturing (CM) Zone as a conditionally permitted use.

G. Automobile Parking Facilities are located throughout the City and have been allowed under the City’s Zoning Code to operate in the Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a permitted use.

H. Truck stops and terminals are located throughout the City and have been allowed under the City’s Zoning Code to operate in Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a conditionally permitted use.

I. Building materials yards are located throughout the City and have been allowed under the City’s Zoning Code to operate in Commercial General (CG) as a conditionally

permitted use and the Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a permitted use.

J. The City of Beaumont is in the process of updating the General Plan, which envisions a City structure that enhances the quality of life of the residents, meets the community’s vision for the future, and connects new growth areas together with established Beaumont neighborhoods.

K. Public storage facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards do not promote the City’s goals of achieving either aesthetic or fiscal health of the community, do not foster economic growth, do not promote the City’s heritage or an environmentally sustainable community, and the City is becoming increasingly concerned about the over-saturation of these types of facilities in the City and the increased interest in locating even more of these facilities within its limits.

L. For the reasons set forth above, this ordinance is declared by the City Council to be necessary for preserving the public welfare, health, or safety and to avoid a current, immediate and direct threat to the health, safety, or welfare of the community, and the recitals above taken together constitute the City Council’s statements of the reasons constituting such necessity and urgency.

M. The City Council now desires to adopt a moratorium that prohibits Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards from locating in the City of Beaumont.

N. This urgency ordinance is adopted pursuant to the requirements of Government Code Section 65858 and shall be in effect for 45 days unless further extended by the City Council of the City of Beaumont.

O. Adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15060(c)(2) (no significant environmental impact).

SECTION 1. The City currently has an over-concentration of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards within its borders and has recently seen an increase in inquires to locate even more facilities within the City.

SECTION 2. Findings.

A. The Community Development Element of the City's General Plan includes specific goals and policies that aim to minimize land use conflicts and develop a logical pattern of land use as well as to upgrade the City's appearance and establish a strong economic base. Specifically, goals of the City's General Plan provide for 1) to maintain and, where appropriate expand the City's commercial base (Goal 3), 2) to promote the expansion of industrial and other employment generating land uses (Goal 4), 3) to continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base (Community Development Element Policy 15), 4) to encourage the continued expansion of the City's industrial districts to accommodate economic development and growth (Community Development Element Policy 16), and 5) to promote development of modern and attractive business activities that will enhance the City's economic well-being. The City Council finds that the large number of existing facilities and the potential for additional facilities is inconsistent with the existing General Plan goals of economic growth and expectations for development.

B. The City Council adopted the City of Beaumont's Economic Development Strategic Plan on July 2, 2019 and it is intended provide a blueprint for attracting targeted new development and business investment, creating jobs, and contributing to the City's long-term fiscal health. The plan established goals specifically include 1) development of an economically balanced community, 2) to recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue, 3) to develop an online Economic Development presence to provide business owners and site selectors resources they need, and 4) leverage the City's strengths to maximize business opportunities. The City Council finds that the large number of existing facilities and the potential for additional facilities is inconsistent with the existing goals established by the Economic Development Strategic Plan.

C. The City of Beaumont is a small city. Due to its small size, the proliferation of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials has the potential to adversely affect the City's economic and aesthetic environments by over-saturating the

City with Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards rather than retail, commercial, manufacturing, and industrial uses that the City is endeavoring to promote.

D. The large number of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials within and around the City of Beaumont contribute to an overall negative aesthetic image and do not promote economic development.

E. Adoption of a moratorium on Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards will provide the City with an opportunity to review the proposed General Plan, Zoning Code and Economic Development Strategic Plan and make revisions in order to prevent the current over-proliferation of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards in the City from further expanding.

F. Due to the City's need to study and review the proposed General Plan, Zoning Code and Economic Development Strategic Plan, it is urgent that the City study and evaluate options available to it regarding regulation of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials to prevent the adverse impacts that may result from continued approvals of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yard in the City.

G. Based on the above findings and all evidence in the record, there is a current and immediate threat to the public health, safety, and welfare, in that the approval of use permits, variance, building permits, or any other applicable Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials entitlements would result in a threat to public health, safety, or welfare. It is therefore a need to enact an urgency interim ordinance establishing a moratorium on all new Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building

material yards within the City of Beaumont. It is the intent of the City Council that this Ordinance take effect immediately pursuant to Section 65858 of the Government Code.

SECTION 3. Applicability. Based on the facts and findings set forth in the recitals and Section 2 of this Ordinance, the City of Beaumont hereby establishes a moratorium on the establishment of new Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards anywhere in the City of Beaumont. No application for a building permit, business permit, conditional use permit, or any entitlement for the establishment of a Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards shall be processed or approved during the moratorium established by this Ordinance.

SECTION 4. Moratorium Term. This Ordinance shall expire, and the moratorium established herein shall terminate, 45 days after the date of its adoption unless extended by the City Council, at a regularly noticed public hearing, pursuant to California Government Code Section 65858. The City Council intends to terminate this moratorium as soon as reasonably feasible within a timeframe to allow the adoption of the updated General Plan and zoning consistency with respect to Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards, to the extent reasonably advisable by staff following its study. Notwithstanding the foregoing, City staff may deny any application for a permit is which prohibited from being issued under this ordinance.

SECTION 5. Report. The City Manager or his designee is authorized and directed to prepare and issue, on behalf of the City Council, a written report describing the measures taken by the City to alleviate the conditions which have led to the adoption of this ordinance, at least ten (10) days prior to the expiration of this ordinance. A copy of the same shall be subsequently provided to the City Council for review.

SECTION 6. CEQA Review. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections **15060(c)(2)** [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment], **15060(c)(3)** [the activity is not a project as defined by CEQA], and **15061(b)(3)** [there is no possibility the activity in question may have a significant effect on the environment]. These findings are premised on the fact that the adoption

of this urgency interim ordinance will maintain existing environmental conditions arising from the City's current land use regulations without significant change or alteration. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 7. No Liability. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of BEAUMONT , or any official, employee or agent thereof.

SECTION 8. Pending Actions. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of the City of any character be lost, impaired or affected by this ordinance.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Beaumont hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. Construction. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Beaumont Municipal Code as amended by this ordinance are substantially the same as provisions in the Beaumont Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. Urgency; Effective Date; Duration and Publication.

This ordinance is adopted by the City Council pursuant to the California Constitution, article XI, Section 7 and Government Code section 65858 by a four-fifths (4/5) or greater

vote, as an urgency measure to protect the public health, safety and welfare, and shall take effect immediately. The reasons for such urgency are set forth in **Section 2** above. This ordinance shall expire and be of no further force or effect 45 days after its adoption, unless it is extended pursuant to Government Code Section 65858. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code Section 36933(c)(1) and a summary shall be published once in the Press Enterprise, a newspaper printed and published in the County of Riverside and distributed in the City of BEAUMONT, State of California, together with the names of the Council members voting for and against the same.

AYES: White, Lara, Carroll, Santos, Martinez

NOES:

ABSENT:

ABSTAIN:

Julio Martinez, Mayor

Attest: _____

Deputy City Clerk, Nicole Wheelwright

Approved as to form:

John O. Pinkney, City Attorney

Agenda Item No. _____

Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: October 1, 2019

SUBJECT: Provide Direction to Staff on Establishing a Moratorium Prohibiting Self-Storage, RV Storage, Vehicle Parking Facilities and Similar Uses.

Background and Analysis:

The City is in the process of completing the General Plan Update. As part of this process, goals and policies are being revised, a zoning consistency analysis and update is also being prepared. Additionally, Council has recently adopted the Economic Development Strategic Plan which lays out certain goals for the City's economic growth.

Some of the City's current General Plan goals and policies are:

- Goal 3 (Community Development). The City of Beaumont will maintain and, where appropriate, expand the City's commercial base.
- Goal 4 (Community Development). The City of Beaumont will promote the expansion of industrial and other employment generating land uses.
 - Community Development Element Policy 15. The City of Beaumont will continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base.
 - Community Development Element Policy 16. The City of Beaumont will encourage the continued expansion of the City's industrial districts to accommodate economic development and growth.
 - Community Development Element Policy 17. The City of Beaumont will promote the development of modern and attractive business activities that will enhance the City's economic well-being.

The City's Economic Development Strategic Plan goals include:

- Develop an economically balanced community.
- Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue.
- Develop an online Economic Development presence to provide business owners and site selectors resources they need.
- Leverage the City's strengths to maximize business opportunities.

Through the General Plan update and zoning analysis, staff has determined there are some uses that do not support the intent of the current goals and policies and may conflict with potential land use changes as part of the update process. The uses identified are:

Use	CG	CC	M	CM
Automobile Parking Facilities	P	P	P	P
Moving and Storage Establishments	N	N	P	C
Truck Stops and Terminals	C	C	C	C
Public Storage Facility	C	C	C	C
Building Materials	C	P	P	P

Use	6 th Street Overlay	BAO	Urban Village Overlay
Automobile Parking Facilities	P	C	N
Truck Stops and Terminals	C	N	N
Building Materials	P	N	N
Building Materials with Outdoor Storage	C	N	N

In addition to what the code identifies, there are contractor storage yards, truck parking facilities and RV storage yards that are typically classified into one of these categories or requested as an ancillary use to an existing use.

There are 16 active City business licenses for either storage or vehicle (truck) parking: 6 trucking related businesses and 10 storage related businesses. Additionally, Planning has one RV storage facility pending entitlement but on-hold at the applicants request and 2 recently entitled storage facilities in the plan check and construction process.

In an effort to maintain consistency with the current and future goals, policies and land uses, staff would like time to evaluate this group of uses to ensure that future development will be cited appropriately and developed with appropriate standards in place.

Fiscal Impact:

Staff time to prepare this report and legal counsel consultation \$500.

Finance Director Review: _____

Recommendation:

1. Provide direction to staff on establishing a moratorium prohibiting self-storage, RV storage, vehicle parking facilities and similar uses.

City Manager Review: _____



Staff Report

TO: Mayor and City Council Members

FROM: Carole Kendrick, Senior Planner

DATE: October 15, 2019

SUBJECT: An Interim Urgency Ordinance for a Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Truck Stops and Terminals, and Building Storage Yards

Background and Analysis:

Recently, the Planning Department has received an increase number of inquiries from developers regarding sites zoned to allow or conditionally allow public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards.

The City of Beaumont is in the process of updating the General Plan and subsequently consistency zoning efforts. Staff raised concerns with the City Council at the October 1, 2019, City Council meeting, regarding uses that do not meet the intent of the current goals and polices of the current General Plan and may conflict with potential land use changes as part of the ongoing update.

In addition, staff identified that public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards are not consistent with the recently adopted (July 2, 2019) Economic Development Strategic Plan.

Pursuant to City staff's recommendation, City Council directed that an interim emergency ordinance be prepared to declare a 45-day moratorium to restrict the processing of entitlements or building permits to construct any and all public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards.

The staff report from the October 1, 2019, City Council meeting, is attached for reference as Attachment B and the Economic Development Strategic Plan goals are attached as Attachment C.

Staff is recommending City Council approve the interim urgency ordinance for a moratorium on public storage facilities, moving and storage establishments, automobile parking facilities, recreational vehicle parking, truck stops and terminals and building storage yards. This ordinance will put a hold on the issuance of any entitlements or permits for new applications which do not have a complete application after the effective date of the ordinance.

Fiscal Impact:

Staff estimates that the research and preparation of the staff report regarding the proposed interim urgency ordinance is approximately \$500.00.

Recommendation:

Waive the full reading and adopt by title only, "An Interim Urgency Ordinance of The City of Beaumont, Enacting A Temporary Moratorium Prohibiting Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities (Including Recreational Vehicles), Automobile Parking Facilities, Truck Stops and Terminals and Building Storage Yards, Pursuant to Government Code Section 65858."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Interim Urgency Ordinance](#)

[Attachment B - October 1, 2019 City Council Staff Report](#)

[Attachment C - Economic Development Strategic Plan Goals](#)

ORDINANCE NO. _____

AN INTERIM URGENCY ORDINANCE OF THE CITY OF BEAUMONT, ENACTING A TEMPORARY MORATORIUM PROHIBITING PUBLIC STORAGE FACILITIES, MOVING AND STORAGE ESTABLISHMENTS, AUTOMOBILE PARKING FACILITIES (INCLUDING RECREATIONAL VEHICLES), TRUCK STOPS AND TERMINALS AND BUILDING STORAGE YARDS, PURSUANT TO GOVERNMENT CODE SECTION 65858.

THE CITY COUNCIL OF THE CITY OF BEAUMONT DOES ORDAIN AS FOLLOWS:

The City Council finds and declares as follows:

A. Government Code Section 65858(a) allows a city to adopt effective immediately, as an urgency measure, an interim ordinance for the immediate preservation of the public health or safety without following the procedures otherwise required prior to the adoption of a zoning ordinance.

B. Such an urgency measure requires a four-fifths vote (4 votes) of the City Council for adoption and it shall be of not further force and effect forty-five (45) days from its date of adoption unless otherwise extended pursuant to Government Code Section 65858(a).

C. As used in this ordinance:

i. "Public Storage Facilities" and "Moving and Storage Establishments" means any real property designed and used for the purpose of renting or leasing individual storage space to occupants who are to have access to such facility for the purpose of storing and removing personal property, including recreational vehicles. A public storage facility is not a public warehouse.

ii. "Automobile Parking Facilities" means any real property designed for and used for the purpose of storing and removing automobiles, including recreational vehicles and trucks.

iii. "Truck Stops and Terminals" means a business engaged in the storage and distribution of goods having more than five (5) heavy trucks (having a rating of

more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time but excluding trucking accessory to another industrial use on the site.

iv. “Building Materials Yard” means an establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor’s yards, and activities classified under “equipment leasing and rentals” in Municipal Code Section 17.14.030.

D. The City of Beaumont currently has 16 active City business licenses for either storage or vehicle (truck) parking, six (6) of which are trucking related businesses and 10 storage related businesses. Planning has one (1) RV storage facility pending entitlement, which is on hold at the applicants required and two (2) recently entitled storage facilities in the plan check and construction process.

E. Public storage facilities are located throughout the City and have been allowed under the City’s Zoning Code to operate in the Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a conditionally permitted use.

F. Moving and storage establishments are located throughout the City and have been allowed under the City’s Zoning Code to operate in Manufacturing (M) Zone as a permitted use and the Commercial Manufacturing (CM) Zone as a conditionally permitted use.

G. Automobile Parking Facilities are located throughout the City and have been allowed under the City’s Zoning Code to operate in the Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a permitted use.

H. Truck stops and terminals are located throughout the City and have been allowed under the City’s Zoning Code to operate in Commercial General (CG), Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a conditionally permitted use.

I. Building materials yards are located throughout the City and have been allowed under the City’s Zoning Code to operate in Commercial General (CG) as a conditionally

permitted use and the Community Commercial (CC), Manufacturing (M) and Commercial Manufacturing Zones as a permitted use.

J. The City of Beaumont is in the process of updating the General Plan, which envisions a City structure that enhances the quality of life of the residents, meets the community's vision for the future, and connects new growth areas together with established Beaumont neighborhoods.

K. Public storage facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards do not promote the City's goals of achieving either aesthetic or fiscal health of the community, do not foster economic growth, do not promote the City's heritage or an environmentally sustainable community, and the City is becoming increasingly concerned about the over-saturation of these types of facilities in the City and the increased interest in locating even more of these facilities within its limits.

L. For the reasons set forth above, this ordinance is declared by the City Council to be necessary for preserving the public welfare, health, or safety and to avoid a current, immediate and direct threat to the health, safety, or welfare of the community, and the recitals above taken together constitute the City Council's statements of the reasons constituting such necessity and urgency.

M. The City Council now desires to adopt a moratorium that prohibits Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards from locating in the City of Beaumont.

N. This urgency ordinance is adopted pursuant to the requirements of Government Code Section 65858 and shall be in effect for 45 days unless further extended by the City Council of the City of Beaumont.

O. Adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15060(c)(2) (no significant environmental impact).

SECTION 1. The City currently has an over-concentration of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards within its borders and has recently seen an increase in inquires to locate even more facilities within the City.

SECTION 2. Findings.

A. The Community Development Element of the City's General Plan includes specific goals and policies that aim to minimize land use conflicts and develop a logical pattern of land use as well as to upgrade the City's appearance and establish a strong economic base. Specifically, goals of the City's General Plan provide for 1) to maintain and, where appropriate expand the City's commercial base (Goal 3), 2) to promote the expansion of industrial and other employment generating land uses (Goal 4), 3) to continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base (Community Development Element Policy 15), 4) to encourage the continued expansion of the City's industrial districts to accommodate economic development and growth (Community Development Element Policy 16), and 5) to promote development of modern and attractive business activities that will enhance the City's economic well-being. The City Council finds that the large number of existing facilities and the potential for additional facilities is inconsistent with the existing General Plan goals of economic growth and expectations for development.

B. The City Council adopted the City of Beaumont's Economic Development Strategic Plan on July 2, 2019 and it is intended provide a blueprint for attracting targeted new development and business investment, creating jobs, and contributing to the City's long-term fiscal health. The plan established goals specifically include 1) development of an economically balanced community, 2) to recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue, 3) to develop an online Economic Development presence to provide business owners and site selectors resources they need, and 4) leverage the City's strengths to maximize business opportunities. The City Council finds that the large number of existing facilities and the potential for additional facilities is inconsistent with the existing goals established by the Economic Development Strategic Plan.

C. The City of Beaumont is a small city. Due to its small size, the proliferation of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials has the potential to adversely affect the City's economic and aesthetic environments by over-saturating the

City with Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards rather than retail, commercial, manufacturing, and industrial uses that the City is endeavoring to promote.

D. The large number of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials within and around the City of Beaumont contribute to an overall negative aesthetic image and do not promote economic development.

E. Adoption of a moratorium on Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards will provide the City with an opportunity to review the proposed General Plan, Zoning Code and Economic Development Strategic Plan and make revisions in order to prevent the current over-proliferation of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards in the City from further expanding.

F. Due to the City's need to study and review the proposed General Plan, Zoning Code and Economic Development Strategic Plan, it is urgent that the City study and evaluate options available to it regarding regulation of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials to prevent the adverse impacts that may result from continued approvals of Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yard in the City.

G. Based on the above findings and all evidence in the record, there is a current and immediate threat to the public health, safety, and welfare, in that the approval of use permits, variance, building permits, or any other applicable Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building materials entitlements would result in a threat to public health, safety, or welfare. It is therefore a need to enact an urgency interim ordinance establishing a moratorium on all new Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building

material yards within the City of Beaumont. It is the intent of the City Council that this Ordinance take effect immediately pursuant to Section 65858 of the Government Code.

SECTION 3. Applicability. Based on the facts and findings set forth in the recitals and Section 2 of this Ordinance, the City of Beaumont hereby establishes a moratorium on the establishment of new Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and Building Materials Yards anywhere in the City of Beaumont. No application for a building permit, business permit, conditional use permit, or any entitlement for the establishment of a Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards shall be processed or approved during the moratorium established by this Ordinance.

SECTION 4. Moratorium Term. This Ordinance shall expire, and the moratorium established herein shall terminate, 45 days after the date of its adoption unless extended by the City Council, at a regularly noticed public hearing, pursuant to California Government Code Section 65858. The City Council intends to terminate this moratorium as soon as reasonably feasible within a timeframe to allow the adoption of the updated General Plan and zoning consistency with respect to Public Storage Facilities, Moving and Storage Establishments, Automobile Parking Facilities, Truck Stops and Terminals and building material yards, to the extent reasonably advisable by staff following its study. Notwithstanding the foregoing, City staff may deny any application for a permit is which prohibited from being issued under this ordinance.

SECTION 5. Report. The City Manager or his designee is authorized and directed to prepare and issue, on behalf of the City Council, a written report describing the measures taken by the City to alleviate the conditions which have led to the adoption of this ordinance, at least ten (10) days prior to the expiration of this ordinance. A copy of the same shall be subsequently provided to the City Council for review.

SECTION 6. CEQA Review. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections **15060(c)(2)** [the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment], **15060(c)(3)** [the activity is not a project as defined by CEQA], and **15061(b)(3)** [there is no possibility the activity in question may have a significant effect on the environment]. These findings are premised on the fact that the adoption

of this urgency interim ordinance will maintain existing environmental conditions arising from the City's current land use regulations without significant change or alteration. The City Manager is hereby directed to ensure that a Notice of Exemption is filed pursuant to CEQA Guidelines section 15062 [14 C.C.R. § 15062].

SECTION 7. No Liability. The provisions of this ordinance shall not in any way be construed as imposing any duty of care, liability or responsibility for damage to person or property upon the City of BEAUMONT , or any official, employee or agent thereof.

SECTION 8. Pending Actions. Nothing in this ordinance or in the codes hereby adopted shall be construed to affect any suit or proceeding pending or impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance or code repealed by this ordinance, nor shall any just or legal right or remedy of the City of any character be lost, impaired or affected by this ordinance.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Beaumont hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 10. Construction. The City Council intends this ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this ordinance shall be construed in light of that intent. To the extent the provisions of the Beaumont Municipal Code as amended by this ordinance are substantially the same as provisions in the Beaumont Municipal Code existing prior to the effectiveness of this ordinance, then those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 11. Urgency; Effective Date; Duration and Publication.

This ordinance is adopted by the City Council pursuant to the California Constitution, article XI, Section 7 and Government Code section 65858 by a four-fifths (4/5) or greater

vote, as an urgency measure to protect the public health, safety and welfare, and shall take effect immediately. The reasons for such urgency are set forth in **Section 2** above. This ordinance shall expire and be of no further force or effect 45 days after its adoption, unless it is extended pursuant to Government Code Section 65858. Prior to the expiration of fifteen (15) days from the passage hereof a certified copy of this ordinance shall be posted in the office of the City Clerk pursuant to Government Code Section 36933(c)(1) and a summary shall be published once in the Press Enterprise, a newspaper printed and published in the County of Riverside and distributed in the City of BEAUMONT, State of California, together with the names of the Council members voting for and against the same.

AYES:

NOES:

ABSENT:

ABSTAIN:

Julio Martinez, Mayor

Attest: _____

Deputy City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Agenda Item No. _____

Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: October 1, 2019

SUBJECT: Provide Direction to Staff on Establishing a Moratorium Prohibiting Self-Storage, RV Storage, Vehicle Parking Facilities and Similar Uses.

Background and Analysis:

The City is in the process of completing the General Plan Update. As part of this process, goals and policies are being revised, a zoning consistency analysis and update is also being prepared. Additionally, Council has recently adopted the Economic Development Strategic Plan which lays out certain goals for the City's economic growth.

Some of the City's current General Plan goals and policies are:

- Goal 3 (Community Development). The City of Beaumont will maintain and, where appropriate, expand the City's commercial base.
- Goal 4 (Community Development). The City of Beaumont will promote the expansion of industrial and other employment generating land uses.
 - Community Development Element Policy 15. The City of Beaumont will continue to promote the maintenance and preservation of industrial activities and business that contribute to the City's economic and employment base.
 - Community Development Element Policy 16. The City of Beaumont will encourage the continued expansion of the City's industrial districts to accommodate economic development and growth.
 - Community Development Element Policy 17. The City of Beaumont will promote the development of modern and attractive business activities that will enhance the City's economic well-being.

The City's Economic Development Strategic Plan goals include:

- Develop an economically balanced community.
- Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue.
- Develop an online Economic Development presence to provide business owners and site selectors resources they need.
- Leverage the City's strengths to maximize business opportunities.

Through the General Plan update and zoning analysis, staff has determined there are some uses that do not support the intent of the current goals and policies and may conflict with potential land use changes as part of the update process. The uses identified are:

Use	CG	CC	M	CM
Automobile Parking Facilities	P	P	P	P
Moving and Storage Establishments	N	N	P	C
Truck Stops and Terminals	C	C	C	C
Public Storage Facility	C	C	C	C
Building Materials	C	P	P	P

Use	6 th Street Overlay	BAO	Urban Village Overlay
Automobile Parking Facilities	P	C	N
Truck Stops and Terminals	C	N	N
Building Materials	P	N	N
Building Materials with Outdoor Storage	C	N	N

In addition to what the code identifies, there are contractor storage yards, truck parking facilities and RV storage yards that are typically classified into one of these categories or requested as an ancillary use to an existing use.

There are 16 active City business licenses for either storage or vehicle (truck) parking: 6 trucking related businesses and 10 storage related businesses. Additionally, Planning has one RV storage facility pending entitlement but on-hold at the applicants request and 2 recently entitled storage facilities in the plan check and construction process.

In an effort to maintain consistency with the current and future goals, policies and land uses, staff would like time to evaluate this group of uses to ensure that future development will be cited appropriately and developed with appropriate standards in place.

Fiscal Impact:

Staff time to prepare this report and legal counsel consultation \$500.

Finance Director Review: _____

Recommendation:

1. Provide direction to staff on establishing a moratorium prohibiting self-storage, RV storage, vehicle parking facilities and similar uses.

City Manager Review: _____

EDSP Vision Statement

The City of Beaumont strives to create a balanced, sustainable and diverse economic environment by leveraging existing local business, recruiting targeted industries, and encouraging outside investment, that will enhance Beaumont's quality of life and support community values.

EDSP Goals

1. Develop an economically balanced community
2. Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue
3. Develop an online Economic Development presence to provide business owners and site selectors resources they need
4. Create a Quality of place that establishes Beaumont as a community to build and grow a business, as well as attract and retain talent
5. Connect with and assist local small business start-ups and entrepreneurs
6. Ongoing review of development review processes and identify streamlining and efficiency techniques
7. Work with regional workforce development partners to provide needed resources to the area and begin to develop a retraining program for positions under threat of automation
8. Leverage the City's strengths to maximize business opportunities

EDSP Vision Statement

The City of Beaumont strives to create a balanced, sustainable and diverse economic environment by leveraging existing local business, recruiting targeted industries, and encouraging outside investment, that will enhance Beaumont's quality of life and support community values.

EDSP Goals

1. Develop an economically balanced community
2. Recruit new business, while retaining and expanding local business, that promote growth of primary jobs and/or sales tax revenue
3. Develop an online Economic Development presence to provide business owners and site selectors resources they need
4. Create a Quality of place that establishes Beaumont as a community to build and grow a business, as well as attract and retain talent
5. Connect with and assist local small business start-ups and entrepreneurs
6. Ongoing review of development review processes and identify streamlining and efficiency techniques
7. Work with regional workforce development partners to provide needed resources to the area and begin to develop a retraining program for positions under threat of automation
8. Leverage the City's strengths to maximize business opportunities



Staff Report

TO: Mayor and City Council Members

FROM: Karee Keyser, Solid Waste & Recycling Manager

DATE: November 19, 2019

SUBJECT: Public Hearing and Consideration of an Ordinance of the City Council of the City of Beaumont, California, Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges on The Tax Roll

Background and Analysis:

On May 7, 2019, the City Council unanimously approved a Collection Services Agreement ("Agreement") for the provision of residential and commercial garbage, recyclable materials and organic waste collection services between the City and USA Waste of California, Inc., d.b.a. Waste Management of the Inland Empire ("Waste Management").

On June 4, 2019, the City Council adopted an urgency ordinance repealing the City's previous solid waste management provisions and adding updated and revised solid waste management provisions to the City's municipal code.

The Agreement and the new solid waste management provisions (Chapter 8.12 – "Solid Waste Management") went into effect on July 1, 2019.

When the City and Waste Management negotiated the Agreement, the parties only contemplated the collection of delinquent solid waste handling fees through the tax roll for single family residences. Because the City's solid waste management ordinance was drafted in conjunction with the Agreement, the current waste management provisions only permit the City to collect delinquent fees or charges through the tax roll for single family residential households; the existing code does not permit the City to collect such delinquent fees or charges for commercial or multifamily residential premises.

Health & Safety Code Section 5470 et seq. permits municipalities to collect delinquent fees or charges for commercial or multifamily residential solid waste handling services on the property tax roll, provided that the municipality has adopted an ordinance authorizing such collections. Staff has had multiple conversations with Waste Management, and both the City and Waste Management believe it would be beneficial to authorize the collection of delinquent commercial and multifamily residential fees on the County tax roll.

Authorizing the collection of delinquent commercial and multifamily residential fees on the tax roll would prevent the discontinuation of service to these premises in the event the solid waste handling fees go unpaid. In order for the City to collect delinquent fees or charges for commercial or multifamily residential solid waste handling services on the property tax roll, the City must first amend its solid waste management ordinance.

Because the City would be authorizing the collection of delinquent fees through the tax roll, staff also recommends striking language from the ordinance that allows a franchisee to discontinue solid waste service to commercial and multifamily residential recipients based on delinquent fees. This change will help ensure the continuation of solid waste services for all properties, even if service recipients are delinquent in their payment of fees.

Notably, this proposed amendment only authorizes the City to place delinquent commercial and multifamily fees on the tax roll at some time in the future. The City Council is not being asked to actually approve the placement of any fees on the tax roll at this time. The actual placement of delinquent fees on the tax roll will involve a separate notice to all impacted properties and a public hearing where the City Council will have an opportunity to review and consider the fees to be placed on the tax roll and hear any protests from impacted property owners.

Fiscal Impact:

None.

Recommendation:

1. Hold a Public, and
2. Waive the full reading and approve the first reading by title only, "An Ordinance Amending Section 8.12.240 of the Beaumont Municipal Code Regarding the Collection of Delinquent Solid Waste Handling Service Fees and Charges On The Tax Roll."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Proposed Ordinance Amending Solid Waste Ordinance](#)

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**CITY OF BEAUMONT
Beaumont, California
ORDINANCE BILL NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, AMENDING SECTION 8.12.240 OF THE BEAUMONT MUNICIPAL CODE REGARDING THE COLLECTION OF DELINQUENT SOLID WASTE HANDLING SERVICE FEES AND CHARGES ON THE TAX ROLL.

WHEREAS, on May 7, 2019, the City Council of the City of Beaumont (“City”) unanimously approved a Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection Services between the City and USA Waste of California, Inc., d.b.a. Waste Management of the Inland Empire; and

WHEREAS, on July 1, 2019, the City’s new solid waste management ordinance (Chapter 8.12 – “Solid Waste Management”) went into effect; and

WHEREAS, presently, the City’s Solid Waste Management ordinance permits the City to collect delinquent fees or charges for single family residential Solid Waste Handling Services on the property tax roll, but does not permit the City to collect such delinquent fees or charges for commercial or multifamily residential premises; and,

WHEREAS, Health & Safety Code Section 5470 et seq. permits municipalities to collect delinquent fees or charges for commercial or multifamily residential Solid Waste Handling Services on the property tax roll in accordance with state law; and

WHEREAS, in order for the City to collect delinquent fees or charges for commercial or multifamily residential Solid Waste Handling Services on the property tax roll, the City must amend its Solid Waste Management ordinance.

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

SECTION 1: RECITALS AND FINDINGS.

The City Council of the City of Beaumont finds the recitals set forth herein to be true and correct, and incorporates the recitals as findings of the City Council.

**SECTION 2: AMENDMENT AND RESTATEMENT OF SECTION 8.12.240
("LIABILITY FOR SOLID WASTE COLLECTION FEES") OF THE BEAUMONT
MUNICIPAL CODE.**

Section 8.12.240 of the Beaumont Municipal Code is hereby amended and restated in its entirety, as set forth in Exhibit A, attached hereto and incorporated herein.

SECTION 3: SEVERABILITY.

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days from its passage by the City Council of the City of Beaumont.

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SECTION 5: PUBLICATION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and pasting procedure authorized under Government Code Section 39633(c).

INTRODUCED at the regular meeting of the Beaumont City Council on _____ 2019.

APPROVED AND ADOPTED this ____ day of _____ 2019.

Julio Martinez III, Mayor

ATTEST:

APPROVED AS TO FORM:

Steven Mehlman, City Clerk

City Attorney

1 State of California)
2 County of Riverside)
3 City of Beaumont)

4 I, Steven Mehlman, City Clerk of the City of Beaumont, do hereby certify that the
5 foregoing Ordinance was introduced and first read on the ___ day of _____ 2019,
6 and had its second reading at the regular meeting of the Beaumont City Council on the
7 ___ day of _____, 2019, and was passed by the following vote:

8 **AYES:**

9 **NOES:**

10 **ABSTAIN:**

11 **ABSENT:**

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13 _____
14 Steven Mehlman, City Clerk

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EXHIBIT "A"**Sec. 8.12.240 – Liability for Solid Waste Collection Fees.**

- A. Joint and Several Liability. The Owner of a Premises and the Account Holder for a Premises are jointly and severally liable for Solid Waste Handling Services provided to the Premises by a Solid Waste Franchisee.
- B. Delinquencies – All Premises. Pursuant to Health & Safety Code section 5470 et seq., the City may collect delinquent fees or charges for Commercial, Single Family Residential, and Multifamily Residential Solid Waste Handling Services on the property tax roll for those Premises. If the City decides to collect delinquent Solid Waste Handling fees or charges on the property tax roll, it shall adhere to the following procedures:
1. City will fix a time, date and place for hearing the report of delinquencies submitted by the Solid Waste Franchisee and any objections and protests to the report. The Solid Waste Franchisee shall publish and provide notice of the hearing on the report in accordance with Health and Safety Code section 5470 et seq. At the hearing, City shall hear any objections or protests of Owners liable to be assessed for delinquent fees. The City may make revisions or corrections to the report as it deems just, after which, by resolution, the report shall be confirmed.
 2. The delinquent fees set forth in the report as confirmed shall constitute special assessments against the Premises listed in the report and are a lien on the Premises for the amount of the delinquent fees. A certified copy of the confirmed report shall be filed with the Riverside County Auditor for the amounts of the respective assessments against the respective Premises as they appear on the current assessment roll. The lien created attaches upon recordation, in the office of the Riverside County Recorder, of a certified copy of the resolution of confirmation. The assessment may be collected at the same time and in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for those taxes.
 3. City shall remit to its Solid Waste Franchisee(s) amounts collected pursuant to this process within thirty (30) days of receipt from the Riverside County Assessor. Solid Waste Franchisee(s) shall notify the City in the event any delinquency on the report for which a lien has been created is paid or otherwise resolved.



Staff Report

TO: Mayor and City Council Members

FROM: Pedro Rico, Chief Building Official

DATE: November 19, 2019

SUBJECT: Public Hearing to Consider an Ordinance to Amend Chapter 15.20 of the Beaumont Municipal Code for the Adoption of the 2019 California Fire Code (California Code of Regulations Title 24, Part 9)

Background and Analysis:

Every three years the State of California (“State”) adopts the latest edition of the California Building Standards Code (California Code of Regulations Title 24) (“Codes”) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. The 2019 edition of the Codes was adopted by the California Building Standards Commission and published on July 1, 2019. Sections 17958, and 18941.5 of the California Health and Safety Code (“HSC”), require that the latest edition of the Codes apply to local construction 180 days after publication. Therefore, State law requires that the Codes become effective at the local level on January 1, 2020.

Prior to the adoption and enforcement of the Codes at the local level, State law does permit local jurisdictions to amend the Codes in certain circumstances. Pursuant to Sections 17958.5 and 17958.7 of the HSC, such local amendments can only be enacted when an express finding and determination is made that such local amendments are reasonably necessary because of local climatic (which include environmental), geological, or topographical conditions that affects the jurisdiction. California building standards law permits local amendments that are reasonably necessary provided it is a more restrictive building standard. State housing law permits local amendments that are necessary provided it is equivalent or a more restrictive building standard. Local amendments that are necessary for administrative clarification and do not modify building standards as defined in Section 18909(c) of the HSC can be enacted without the required express findings.

The Codes are amended and published in their entirety every three years by the order of State law and are amended periodically between cycles. The Codes that are to be adopted and amended by the City of Beaumont include the following:

- 2019 California Fire Code Part 9;
- 2019 California Fire Code - Chapter 1, Division II except Section 103.2 and 109.3; and
- 2019 California Fire Code - Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2.

Staff is recommending some local amendments to address local concerns; which consist of fire and life safety and administrative provisions. Most of the proposed amendments are administrative for procedural clarification and are a continuation of previously adopted amendments from prior code adoption cycles. Furthermore, many of these proposed amendments are consistent with those adopted by other local jurisdictions.

Fiscal Impact:

Cost of preparing this staff report, ordinance and legal review is estimated to be \$1,000.

Recommendation:

1. Hold a Public Hearing; and
2. Waive the full reading and approve the first reading by title only, "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations Title 24), Part 9, 2019 California Fire Code with Amendments and Amending Chapter 15.20 'Fire Code,' of the Beaumont Municipal Code."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Proposed Ordinance to Amend Chapter 15.20 with the 2019 Fire Code](#)
[Attachment B - Findings](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, (CALIFORNIA CODE OF REGULATIONS TITLE 24), PART 9, 2019 CALIFORNIA FIRE CODE WITH AMENDMENTS AND AMENDING CHAPTER 15.20 “FIRE CODE,” OF THE BEAUMONT MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City's zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Findings. The City Council hereby finds that pursuant to California Health & Safety Code Section 17958, 17958.5, 17958.7, and/or 18941.5 that the proposed amendments to the 2019 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Part 9, 2019 California Fire Code are (1) necessary because of local climatic, geological, or topographical conditions, or (2) are of an administrative or procedural nature, and/or do not modify building standards and are reasonably necessary to safeguard life and property within the City; and findings are set forth on Exhibit A, which exhibit is attached hereto and made a part hereof.

SECTION 5. The City Council hereby amends Title 15.20, entitled “Fire Code” to the Beaumont Municipal Code, to read as:

Chapter 15.20
FIRE CODE

Sections:

- 15.20.010 Adoption of 2019 California Fire Code**
- 15.20.020 Amendments to the 2019 California Fire Code**
- 15.20.030 Violation—Penalty**

15.20.010 Adoption of 2019 California Fire Code. Except as otherwise provided in this Chapter, the California Fire Code, Title 24, California Code of Regulations, Part 9, including Chapter 1, Division II - Scope and Administration, except that Section 103.2 and 109.3 are not adopted, and Chapters 3, 25, and Sections 403.12, 503, 510.2, and 1103.2 are adopted, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Fire Code.

15.20.020 Amendments to the 2019 California Fire Code. The 2019 California Fire Code is amended in part as follows:

A. SCOPE AND GENERAL REQUIREMENTS

1. Section 101.4 of the California Fire Code is deleted in its entirety and replaced with the following:

101.4 Severability. If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

B. APPLICABILITY

1. Section 102.5 of the California Fire Code is amended as follows:

102.5 Application of residential code. Where structures are designed and constructed in accordance with the California Residential Code, the provisions of this code shall apply as follows:

- 1. Construction and design provisions of this code pertaining to the exterior of the structure shall apply including, but not limited to, premises identification, fire apparatus access and water supplies. Where interior or exterior systems or devices are installed, construction permits required by Section 105.7 of this code shall apply.
- 2. Administrative, operational and maintenance provisions of this code shall apply.
- 3. Automatic fire sprinkler system requirements of this code shall apply to detached accessory buildings 3,600 square feet or greater in accordance with Section 903.2. The provisions contained in Section 903.2.18 of the California Fire Code or Section R309.6 of

the California Residential Code may be used for the design of the automatic fire sprinkler system for detached private garages.

C. DEPARTMENT OF FIRE PREVENTION

1. Sections 103.4 and 103.4.1 of the California Fire Code are deleted in their entirety and replaced with the following:

103.4 Liability. Any liability against Riverside County or the City of Beaumont or any officer or employee for damages resulting from the discharge of their duties shall be as provided by law.

D. GENERAL AUTHORITY AND RESPONSIBILITIES.

1. A new Section 104.1.1 is added to Section 104.1 of the California Fire Code to read as follows:

104.1.1 Authority of the Fire Chief and Fire Department.

1. The Fire Chief is authorized and directed to enforce all applicable State fire laws and provisions of this ordinance and to perform such duties as directed by the City Council.

2. The Fire Chief is authorized to administer, interpret and enforce this ordinance. Under the Fire Chief's direction, the Riverside County Fire Department is authorized to enforce ordinances of the City of Beaumont pertaining to the following:

- 2.1. The prevention of fires.
- 2.2. The suppression or extinguishment of dangerous or hazardous fires.
- 2.3. The storage, use and handling of hazardous materials.
- 2.4. The installation and maintenance of automatic, manual and other private fire alarm systems and fire extinguishing equipment.
- 2.5. The maintenance and regulation of fire escapes.
- 2.6. The maintenance of fire protection and the elimination of fire hazards on land, in buildings, structures and other property, including those under construction.
- 2.7. The maintenance of means of egress.
- 2.8. The investigation of the cause, origin and circumstances of fire and unauthorized releases of hazardous materials.

3. The following persons are hereby authorized to interpret and enforce the provisions of this ordinance and to make arrests and issue citations as authorized by law:

- 3.1. The Unit Chief, Peace Officers and Public Officers of the California Department of Forestry and Fire Protection.
- 3.2. The Fire Chief, Peace Officers and Public Officers of the Riverside County Fire Department.
- 3.3. The Riverside County Sheriff and any deputy sheriff.

- 3.4. The Police Chief and any police officer of any city served by the Riverside County Fire Department.
- 3.5. Officers of the California Highway Patrol.
- 3.6. Code Officers of the City of Beaumont Code Enforcement Department.
- 3.7. Peace Officers of the California Department of Parks and Recreation.
- 3.8. The law enforcement officer of the Federal Bureau of Land Management.

2. A new Section 104.12 is added to Section 104 of the California Fire Code to read as follows:

104.12 Authority of the Fire Chief to close hazardous fire areas. Except upon National Forest Land, the Fire Chief is authorized to determine and announce the closure of any hazardous fire area or portion thereof. Any closure by the Fire Chief for a period of more than fifteen (15) calendar days must be approved by the Riverside County Board of Supervisors and/or the City Council within fifteen (15) calendar days of the Fire Chief’s original order of closure. Upon such closure, no person shall go in or be upon any hazardous fire area, except upon the public roadways and inhabited areas. During such closure, the Fire Chief shall erect and maintain at all entrances to the closed area sufficient signs giving notice of closure. This section shall not prohibit residents or owners of private property within any closed area, or their invitees, from going in or being upon their lands. This section shall not apply to any entry, in the course of duty, by a peace officer, duly authorized public officer or fire department personnel. For the purpose of this section, “hazardous fire area” shall mean public or private land that is covered with grass, grain, brush or forest and situated in a location that makes suppression difficult resulting in great damage. Such areas are designated on Hazardous Fire Area maps filed with the office of the Fire Chief.

E. FEES

1. Section 106.2 of the California Fire Code is deleted in its entirety and replaced with the following:

106.2 Schedule of permit fees. Fees for services and permits shall be as set forth in the City of Beaumont fee schedule.

2. A new Section 106.6 is added to Section 106 of the California Fire Code to read as follows:

113.6 Cost recovery. Fire suppression, investigation, rescue or emergency medical costs are recoverable in accordance with Health and Safety Code Sections 13009 and 13009.1, as may be amended from time to time. Additionally, any person who negligently, intentionally or in violation of law causes an emergency response, including, but not limited to, a traffic accident, spill of toxic or flammable fluids or chemicals is liable for the costs of securing such emergency, including those costs pursuant to Government Code Section 53150, et seq, as may be amended from time to time. Any expense incurred by the Riverside County Fire Department for securing such emergency shall constitute a debt of such person and shall be collectable by Riverside County in the same manner as in the case of an obligation under contract, express or implied.

F. BOARD OF APPEALS

1. Section 109.1 of the California Fire Code is deleted in its entirety and replaced with the following:

109.1 Board of appeals established. The Board of Appeals shall be the City Manager. If he or she determines an outside board is needed, he or she shall designate an outside hearing officer to hear the appeal. The Fire Chief shall be notified of any appeal and the Fire Chief or designee shall be in attendance at the appeal hearing. Depending on the subject of the appeal, specialized expertise may be solicited, at the expense of the applicant, for the purpose of providing input to the Appeals Board.

G. VIOLATIONS.

1. Section 110.4 of the California Fire Code is deleted in its entirety and replaced with the following:

110.4 Violation and penalties. It shall be unlawful for any person, firm, corporation or association of persons to violate any provision of this ordinance, or to violate the provisions of any permit granted pursuant to this code or Ordinance. Punishments and penalties for violations shall be in accordance with the City of Beaumont ordinances, fee schedule and Health and Safety Code Sections 17995 through 17995.5.

H. DEFINITIONS.

1. Section 202, definition of “Fire Chief” in the California Fire Code is deleted in its entirety and replaced with the following:

FIRE CHIEF. The Fire Chief of Riverside County or the Fire Chief’s designee.

I. OPEN FLAMES.

1. Section 308.1.6.3 of the California Fire Code is deleted in its entirety and replaced with the following:

308.1.6.3 Sky lanterns or similar devices. A person shall not release or cause to be released a sky lantern or similar device.

J. FIRE APPARATUS ACCESS ROADS.

1. Section 503.2.1 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet

6 inches (4115 mm). For additional requirements or alternatives see Riverside County Fire Department Standards and Policies, as may be amended from time to time.

2. Section 503.2.2 of the California Fire Code is deleted in its entirety and replaced with the following:

503.2.2 Authority. The fire code official shall be the only authority authorized to designate fire apparatus access roads and fire lanes and to modify the minimum fire lane access widths for fire or rescue operations.

3. A new Section 503.6.1 is added to Section 503.6 of the California Fire Code to read as follows:

503.6.1 Automatic opener. New motorized gates shall be provided with means to be automatically opened remotely by emergency vehicle in accordance with Riverside County Fire Department standards and Policies, as may be amended from time to time.

Exception: Gates serving individual one- and two-family dwelling parcels.

4. A new Section 503.7 is added to Section 503 of the California Fire Code to read as follows:

503.7 Loading areas and passenger drop-off areas. On private properties, where fire apparatus access roads are utilized for loading or unloading or utilized for passenger drop-off or pick-up, an additional eight (8) feet of width shall be added to the minimum required width for the fire apparatus access road.

K. FIRE PROTECTION WATER SUPPLIES

1. A new Section 507.5.7 is added to Section 507 of the California Fire Code to read as follows:

507.5.7 Fire hydrant size and outlets. As determined by the fire code official, fire hydrant sizes and outlets shall be based on the following:

1. Residential Standard – one (1) four (4) inch outlet and one (1) two and half (2 ½) inch outlet.
2. Super Hydrant Standard – one (1) four (4) inch outlet and two (2) two and one half (2 ½) inch outlet.
3. Super Hydrant Enhanced – two (2) four (4) inch outlet and one (1) two and one half (2 ½) inch outlet.

2. A new Section 507.5.8 is added to Section 507 of the California Fire Code to read as follows:

507.5.8 Fire hydrant street marker. Fire hydrant locations shall be visually indicated in accordance with Riverside County Fire Department Technical Policy 06-11, as may be amended from time to time. Any hydrant marker damaged or removed during the course of street construction or repair shall be immediately replaced by the contractor, developer or person responsible for removal or damage.

L. FIRE COMMAND CENTER

1. Section 508.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1 General. Where required by other sections of this code and in all buildings classified as high-rise buildings by the California Building Code, in buildings greater than 300,000 square feet in area and in Group I-2 occupancies having occupied floors located more than 75 feet above the lowest level of fire department vehicle access, a fire command center for fire department operations shall be provided and comply with Sections 508.1.1 through 508.1.8.

2. Section 508.1.1 of the California Fire Code is deleted in its entirety and replaced with the following:

508.1.1 Location and access. The fire command center shall be located adjacent to the main lobby and shall be accessible from fire department vehicular access or as approved by the fire code official. The room shall have direct access from the building exterior at the lowest level of fire department access.

3. Section 508.1.3 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall be a minimum of 96 square feet (9 m²) with a minimum dimension of 8 feet (2438mm).

4. Section 508.1.6 of the California Fire Code is amended to add the following:

Exception: A fire command center solely required because a building is greater than 300,000 square feet in area shall comply with NFPA 72 and contain the features set forth in Section 508.1.6 subsections 5, 8, 10, 12, 13 and 14. The features set forth in Section 508.1.6 subsections 1, 2, 3, 4, 6, 7, 9, 11, 15, 16, 17, 18 and 19 shall be required when such building contains systems or functions related to these features.

5. A new Section 508.1.8 is added to Section 508 of the California Fire Code to read as follows:

508.1.8 Fire command center identification. The fire command center shall be identified by a permanent easily visible sign stating “Fire Dept. Command Center,” located on the door to the fire command center.

M. FIRE PROTECTION AND UTILITY EQUIPMENT IDENTIFICATION AND LOCATION

1. Section 509.2.1 of the California Fire Code is amended to add the following:

509.2.1 Minimum clearances. A 3-foot (914 mm) clear space shall be maintained around the circumference of exterior fire protection system control valves, or any other exterior fire protection system component that may require immediate access, except as otherwise required or approved.

N. MECHANICAL REFRIGERATION.

1. Section 606.10.1.2 of the California Fire Code is deleted in its entirety and replaced with the following:

606.10.1.2 Manual operation. When required by the fire code official, automatic crossover valves shall be capable of manual operation. The manual valves shall be located in an approved location immediately outside of the machinery room in a secure metal box or equivalent and marked as Emergency Controls.

O. AUTOMATIC SPRINKLER SYSTEMS.

1. Section 903.2 of the California Fire Code is deleted in its entirety and replaced with the following:

903.2 Where required. In all new buildings and structures which are 3,600 square feet or greater, an approved automatic sprinkler system shall be provided regardless of occupancy classification. Where the Sections 903.2.1 – 903.2.20 of the California Fire Code require more restrictive requirements than those listed below, the more restrictive requirement shall take precedence.

Exception: Unless required elsewhere in this code or the California Building Code, automatic fire sprinkler systems shall not be required for the following:

1. Detached Group U occupancies used for agricultural purposes constructed in accordance with the California Building Code.
2. Detached non-combustible equestrian arena shade canopies that are open on all sides and used for riding only - no commercial, assembly or storage uses.
3. Detached fabric or non-combustible shade structures that are open on all sides and used to shade playground equipment, temporary storage of vehicles and dining areas with no cooking.
4. Where determined by the Fire Chief that no major life safety hazard exists, and the fuel load does not pose a significant threat to firefighter safety or to other structures or property, automatic fire sprinklers may be exempted.

One- and two-family dwellings shall have an automatic fire sprinkler system regardless of square footage in accordance with the California Residential Code. Fire sprinkler systems shall be installed in mobilehomes, manufactured homes and multifamily manufactured homes with two dwelling units in accordance with Title 25 of the California Code of Regulations.

The following exceptions in the California Fire Code shall not be allowed:

- a. Exception in Section 903.2.3
- b. Exception 2 in Section 903.2.11.3

2. A new Section 903.3.5.3 is added to Section 903 of the California Fire Code to read as follows:

903.3.5.3 Hydraulically calculated systems. The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

P. DESIGNATION OF HIGH-PILED STORAGE AREAS.

1. A new Section is added to Section 3204.2 of the California Fire Code to read as follows:

3204.2.1 Minimum requirements for client leased or occupant owned warehouses. Designs of an automatic sprinkler system for client leased or occupant owned buildings containing high pile storage shall be based on the requirements of NFPA 13. The responsible fire protection engineer shall perform a survey of the building to determine commodity classification, storage configuration, building height and other information related to the development of an appropriate sprinkler system design. The fire protection engineer shall also make reasonable efforts to meet with the building owner or operator to understand seasonal or customer related fluctuations to the stored commodities, storage height, and configuration. The sprinkler design shall be based on the most demanding requirements determined through the onsite survey and discussions with the building owner or operator. The technical report shall describe the basis for determining the commodity and sprinkler design selection, how the commodities will be isolated or separated, and include referenced design document(s), including NFPA 13 or the current applicable factory mutual data sheets. If a specific fire test is used as the basis of design, a copy of the fire test report shall be provided at the time of plan review.

Q. FIRE HAZARD SEVERITY ZONES.

1. A new Section 4904.3 is added to Section 4904 of the California Fire Code to read as follows:

4904.3 High Fire Hazard Severity Zone Maps. In accordance with Government Code Sections 51175 through 51189, Very High Fire Hazard Severity Zones are designated as shown on a map titled Very High Fire Hazard Severity Zones, dated December 24, 2009 and retained on file at the office of the Fire Chief, which supersedes other maps previously adopted designating high fire hazard areas.

R. APPENDIX B.

1. Table B105.2 of the California Fire Code is amended as follows:

**TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND**

TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE-FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^a	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>California Fire Code</i>	50% of the value in Table B105.1(2) ^b	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.

S. APPENDIX C.

1. Section C103.1 of the California Fire Code is deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing. Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 of the International Fire Code shall be provided with one or more fire hydrants, as determined by Section C102.1. Where more than one fire hydrant is required, the distance between required fire hydrants shall be in accordance with Sections C103.2 and C103.3. Fire hydrants shall be provided at street intersections.

15.20.030 Violation—Penalty. In the discretion of the Enforcement Officer, any person violating the provisions of this Chapter shall be issued an Administrative Citation pursuant to Beaumont Municipal Code Chapter 1.17 or shall be guilty of an infraction pursuant to Beaumont Municipal Code Chapter 1.16. In either case, the amount of the fine shall be the appropriate amount set forth in Section 1.16.030 of this Code. Each such violation shall be deemed a separate offense as specified in Section 1.16.040.

Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor, punishable by a fine of \$1,000.00 or 6 months in jail, or both.

In addition to the penalties provided in this Section, any condition caused or permitted to exist in violation of any of the provision of this Chapter shall constitute a public nuisance and may be abated by the City by civil process by means of a restraining order, preliminary or permanent injunction or in any manner provided by law for the abatement of such nuisance.

All remedies herein are cumulative and non-exclusive.

SECTION 6. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of November, 2019, 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 _____ day of _____, 2019.

AYES:

NOES:

ABSENT:

ABSTAIN:

Julio Martinez III, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

EXHIBIT A**FINDINGS****I. Climatic Conditions:**

A. The City of Beaumont located in Riverside County is located in Southern California and covers a vast and varied geographic area. The base climate in western Riverside County consists of semi- arid Mediterranean weather patterns. Eastern Riverside County is a desert area with Mohave Desert temperatures and weather patterns. Those two primary areas are divided by the San Bernardino Mountain Range. Both areas outside of the mountain terrain annually experience extended periods of high temperatures with little or no precipitation. Hot, dry winds, which may reach speeds of 70 M.P.H. or greater, are common to the area. Examples are: Santa Ana/ Foehn winds, afternoon surface-heating generated winds, and prevailing desert winds.

These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration) which necessitates rapid identification, locating and extinguishment of all fires in the smallest stage possible. In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles, will greatly impact the response time to reach an incident scene. During these winds, the inability to use aerial type firefighting apparatus would further decrease our ability to stop fires in large buildings and place rescue personnel at increased risk of injury.

B. Although Riverside County and the City of Beaumont occasionally experiences periods of significant drought, the County can also experience periods of substantial rainfall. Annual rainfall varying from three (3) inches in Blythe to over thirty-three (33) inches in Pine Cove. When Riverside County does experience heavy rain, or rain over a period of days or weeks, many areas of the County are subject to flooding. Runoff from rain drains either naturally into rivers, washes, and creeks or into flood control facilities. Flash flooding is also a common problem, especially in the Coachella Valley and the easterly portions of the county. Flash flooding is typically associated with short duration, high intensity precipitation events often associated with summer thunderstorms. Such events can occur even during a drought.

C. Water demand in densely populated Southern California far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features. It would also leave tall buildings vulnerable to uncontrolled fires due to a lack of available water and an inability to pump sufficient quantities of available water to floors in a fire.

D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and

other fire protection features such as identification and notification will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

A. Natural: The topographical conditions of Riverside County varies from three hundred (300) feet below sea-level, flat desert communities, to mountains over ten thousand (10,000) feet in Alpine-like areas of the San Bernardino Mountain Range. In between these areas, developable slopes of 25 percent and greater generally occur throughout the foothills. Riverside County extends from Orange County to the State of Arizona and is mixed with congested urban areas, rural lands and wild lands. A large number of sensitive habitats for various animal species and vegetation consist within large open space areas between major urban centers that impact building and structure location, which impedes emergency access and response. This variety in regions contributes to an increased emergency response time, which necessitates cooperation between local agencies.

B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Riverside County.

C. These topographical conditions combine to create a situation, which places fire department response time to fire occurrences at risk, and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

Located within Riverside County are several known active and potentially active earthquake faults, including the San Andreas, San Jacinto, and Elsinore Fault. In the event of an earthquake, the location of the epicenter as well as the time of day and season of the year would have a profound effect on the number of deaths and casualties, as well as property damage.

The major form of direct damage from most earthquakes is damage to construction. Bridges are particularly vulnerable to collapse, and dam failure may generate major downstream flooding. Buildings vary in susceptibility, dependent upon construction and the types of soils on which they are built. Earthquakes destroy power and telephone lines; gas, sewer, or water mains; which, in turn, may set off fires and/or hinder firefighting or rescue efforts. The hazard of earthquakes varies from place to place, dependent upon the regional and local geology. Ground shaking may occur in areas 65 miles or more from the epicenter (the point on the ground surface above the focus). Ground shaking can change the mechanical properties of some fine grained, saturated soils, where upon they liquefy and act as a fluid (liquefaction).

A. Previous earthquakes in southern California have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. With the probability of strong aftershocks there exists a need to provide increased protection for anyone on upper floors of buildings.

B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design accompanies with occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Riverside County that naturally have extended emergency response times that exceed the 5-minute goal.

California Health and Safety Code Sections 17958.7 and 18941.5 require that the modification or change be expressly marked and identified as to which each finding refers. Therefore, the City Council finds that the following table sets forth the 2019 California Fire Code sections that have been modified and the associated local climatic, geological and/or topographical conditions described above supporting the modification.

2016 SECTION	CODE	TITLE/SUBJECT	FINDINGS I, II, III
101.4		Severability	Administrative
102.5		Application of the residential code	I, II & III
103.4 and 103.4.1		Liability	Administrative
104.1.1		Authority of the Fire Chief and Fire Department	Administrative
104.12		Authority of the Fire Chief to close hazardous fire areas	Administrative
106.2		Fees	Administrative
106.6		Cost Recovery	Administrative
109.1		Board of Appeals established	Administrative
110.4		Violation and Penalties	Administrative
202		Fire Chief	Administrative
308.1.6.3		Sky Lanterns	I, II & III
503.2.1		Dimensions	Administrative
503.2.2		Authority	Administrative
503.6.1		Automatic opener	Administrative
503.7		Loading areas and passenger drop-offs	Administrative
507.5.7		Fire hydrant size and outlets	I & III
507.5.8		Fire hydrant street marker	I, II & III
508.1, 508.1.3, 508.1.8	508.1.1, 508.1.6,	Fire command center	I, II & III
509.2.1		Minimum clearances	I & III
606.10.1.2		Manual operation	II & III
903.2		Where required (automatic sprinkler systems)	I, II & III
903.3.5.3		Hydraulically calculated systems	I & II
3204.2.1		Minimum requirements for client leased or occupant	I, II & III
4904.3		High Fire Hazard Severity Zone Maps	Administrative
App Ch B, Table B105.2		Buildings other than one- or two-family dwellings	I, II & III
App Ch C, C103.1		Fire hydrant location	I, II & III



Staff Report

TO: Mayor and City Council Members

FROM: Pedro Rico, Chief Building Official

DATE: November 19, 2019

SUBJECT: Public Hearing to Consider Ordinance Amending Chapter 15 of the Beaumont Municipal Code for the Adoption of the 2019 California Building Standards Code (California Code of Regulations Title 24)

Background and Analysis:

Every three years, the State of California (“State”) adopts the latest edition of the California Building Standards Code (California Code of Regulations Title 24) (“Codes”) to establish uniform standards for the construction and maintenance of buildings, electrical systems, plumbing systems, mechanical systems, and fire and life safety systems. The 2019 edition of the Codes was adopted by the California Building Standards Commission and published on July 1, 2019. Sections 17958, and 18941.5 of the California Health and Safety Code (“HSC”), require that the latest edition of the Codes apply to local construction 180 days after publication. Therefore, State law requires that the Codes become effective at the local level on January 1, 2020.

Prior to the adoption and enforcement of the Codes at the local level, State law does permit local jurisdictions to amend the Codes in certain circumstances. Pursuant to Sections 17958.5 and 17958.7 of the HSC, such local amendments can only be enacted when an express finding and determination is made that such local amendments are reasonably necessary because of local climatic (which include environmental), geological, or topographical conditions that affects the jurisdiction. California building standards law permits local amendments that are reasonably necessary provided it is a more restrictive building standard. State housing law permits local amendments that are necessary provided it is equivalent or a more restrictive building standard. Local amendments that are necessary for administrative clarification and do not modify building standards as defined in Section 18909(c) of the HSC can be enacted without the required express findings.

The Codes are amended and published in their entirety every three years by the order of State law and are amended periodically between cycles. The Codes that are to be adopted and amended by the City of Beaumont include the following:

- 2019 California Building Code (Part 2, which is based on the 2018 International Building Code); including Chapter 1, Division II, Scope and Administration and Appendix J - Grading;
- 2019 California Residential Code (Part 2.5, based on the 2018 International Residential Code); including Chapter 1, Division II, Scope and Administration, and Appendix V – Swimming Pool Safety Act;
- 2019 California Electrical Code (Part 3, based on the 2017 National Electrical Code);
- 2019 California Mechanical Code (Part 4, based on the 2018 Uniform Mechanical Code);
- 2019 California Plumbing Code (Part 5, based upon the 2018 Uniform Plumbing Code);
- 2019 California Energy Code (Part 6);
- 2019 California Historical Building Code (Part 8);
- 2019 California Existing Building Code (Part 10, based on the 2018 International Existing Building Code); and
- 2019 California Green Building Standards (Part 11, known as the “CALGreen” Code).

Staff is recommending some local administrative amendments to establish provisions for the effective enforcement of the building and construction code of the City and are a continuation of previously adopted amendments from prior code adoption cycles. Furthermore, many of these proposed amendments are consistent with those adopted by other local jurisdictions. The proposed amendments are for administrative and procedural clarification and do not modify a building standard, therefore, are enacted without the required express findings.

Fiscal Impact:

Cost of preparing this staff report, ordinance and legal review is estimated to be \$1,000.

Recommendation:

1. Hold a Public Hearing; and
2. Waive the full reading and approve the first reading by title only "An Ordinance of The City Council of The City of Beaumont, California, Approving the Adoption of the 2019 Edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 with Amendments and Amending Portions of Chapter 15 'Buildings and Construction,' of the Beaumont Municipal Code."

City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Proposed Ordinance to Amend Chapter 15 with the 2019 Building Codes](#)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, CALIFORNIA, APPROVING THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, (CALIFORNIA CODE OF REGULATIONS, TITLE 24), PARTS 2, 2.5, 3, 4, 5, 6, 8, 10 AND 11 WITH AMENDMENTS AND AMENDING PORTIONS OF CHAPTER 15 “BUILDINGS AND CONSTRUCTION,” OF THE BEAUMONT MUNICIPAL CODE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305, and such a land use limitation is a permissible exercise of the City’s zoning powers.

SECTION 2. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 3. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Findings. The City Council hereby finds that the proposed amendments to the 2019 edition of the California Building Standards Code, (California Code of Regulations, Title 24), Parts 2, 2.5, 3, 4, 5, 6, 8, 10 and 11 are necessary for administrative or procedural clarification and to establish administrative standards for the effective enforcement of the Building and Construction Code of the City of Beaumont and do not modify a building standard pursuant to California Health & Safety Code Section 17958, 17958.7, and/or 18941.5.

SECTION 5. The City Council hereby repeals Title 15.03, entitled “Administration” to the Beaumont Municipal Code, in its entirety.

SECTION 6. The City Council hereby amends Title 15.04, entitled “Building Code” to the Beaumont Municipal Code, to read as:

Chapter 15.04
BUILDING CODE

Sections:

- 15.04.010** **Adoption of 2019 California Building Code**
- 15.04.020** **Amendments to the 2019 California Building Code**
- 15.04.030** **Violation—Penalty**

15.04.010 Adoption of 2019 California Building Code. Except as otherwise provided in this Chapter, the California Building Code, Title 24, California Code of Regulations, Part 2, Volumes 1 and 2, including Chapter 1, Division II - Scope and Administration, and Appendix J - Grading, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Building Code.

15.04.020 Amendments to the 2019 California Building Code. The 2019 California Building Code is amended in part as follows:

101.1 Title. These regulations shall be known as the Building Code of the City of Beaumont, hereinafter referred to as “this code.”

105.3.2 Time limitation of application. Applications for which no permit is issued within 12 months following the date of filing of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may grant one or more extensions for a period not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated showing that circumstances beyond the control of the applicant which has prevented action from being taken. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The following fees, the amount of which shall be established from time-to-time by action of the City Council, shall be collected prior to the issuance of a permit:

- A. Plan Check Fees and Deposits.

- B. Permit Fees.
- C. Re-inspection Fees.
- D. Special Inspection Fees
- F. Investigation Fees

When submittal documents are required by SECTION 107, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fees specified are separate fees from and are in addition to the permit fees. When submittal documents are incomplete or changed to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged at the rate established by the Building Official.

109.4 Work commencing before permit issuance. Whenever any work for which a permit is required by this code has been commenced on a building, structure, electrical, gas, mechanical or plumbing system, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work or which inspection is called is not complete or when corrections called for are not made. It is not the intent to require re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official. To obtain a re-inspection, the applicant shall pay the re-inspection fee in accordance with the fee schedule adopted by the jurisdiction. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

109.6 Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit or which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Exception to Section 110.3.5 is deleted in its entirety.

111.3 Temporary occupancy. This section is deleted in its entirety.

Section 202 – Definitions

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. Where relevant to grading, drainage and soil investigation, Building Official shall also mean and include City Engineer/Director of Public Works or his/her designee.

J109.4 Drainage across property lines. All graded lots shall drain to the street or publicly maintained facility. Cross lot drainage may be allowed at the sole discretion of the City Engineer/Director of Public Works. Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained onsite or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by the installation of nonerosive down drains or other devices acceptable to the City Engineer.

J110.1 General. The faces of cut and fill slopes and graded surfaces shall be prepared and maintained to control erosion. This control shall be permitted to consist of effective planting and other practicable means.

15.04.030 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Building Code is an infraction.

SECTION 7. The City Council hereby repeals Title 15.08, entitled “Building Fees”, in its entirety.

SECTION 8. The City Council hereby repeals Title 15.10, entitled “Elevator Safety Construction Code”, in its entirety.

SECTION 9. The City Council hereby amends Title 15.11, entitled “Historical Building Code” to the Beaumont Municipal Code, to read as:

Chapter 15.11
HISTORICAL BUILDING CODE

Sections:

- 15.11.010 Adoption of California 2019 Historical Building Code**
- 15.11.020 Violation—Penalty**

15.11.010 Adoption of 2019 California Historical Building Code. Except as otherwise provided in this Chapter, the California Historical Building Code, Title 24, California Code of Regulations, Part 8, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Historical Building Code.

15.11.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Historical Building Code is an infraction.

SECTION 10. The City Council hereby amends Title 15.12, entitled “Electrical Code” to the Beaumont Municipal Code, to read as:

Chapter 15.12
ELECTRICAL CODE

Sections:

- 15.12.010 Adoption of California 2019 Electrical Code**
- 15.12.020 Violation—Penalty**

15.12.010 Adoption of 2019 California Electrical Code. Except as otherwise provided in this Chapter, the California Electrical Code, Title 24, California Code of Regulations, Part 3, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Electrical Code.

15.12.020 Violation—Penalty.

A. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Electrical Code is an infraction.

B. It shall be a violation of this Chapter, punishable as an infraction, for any person, firm or corporation to make connection from a source of electrical energy to an installation for which a permit is required, unless such person, firm or corporation has obtained a certificate of approval from the building inspector that such wiring devices, appliances or equipment are in conformity with all the requirements of this code.

SECTION 11. The City Council hereby amends Title 15.13, entitled “California Existing Building Code” to the Beaumont Municipal Code, to read as:

Chapter 15.13
CALIFORNIA EXISTING BUILDING CODE

Sections:

- 15.13.010 Adoption of California 2019 Existing Building Code**

15.13.020 Violation—Penalty

15.13.010 Adoption of 2019 California Existing Building Code. Except as otherwise provided in this Chapter, the California Existing Building Code, Title 24, California Code of Regulations, Part 10, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Existing Building Code.

15.13.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Existing Building Code is an infraction.

SECTION 12. The City Council hereby amends Title 15.15, entitled “Residential Code” to the Beaumont Municipal Code, to read as:

Chapter 15.15
RESIDENTIAL CODE

Sections:

- 15.15.010 Adoption of the 2019 California Residential Code**
- 15.15.020 Amendments to the 2019 California Residential Code**
- 15.15.030 Violation—Penalty**

15.15.010 Adoption of the 2019 California Residential Code. Except as otherwise provided in this Chapter, the California Residential Code, Title 24 California Code of Regulations, Part 2.5, including Chapter 1, Division II - Scope and Administration, and Appendix V – Swimming Pool Safety Act, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Residential Code.

15.04.020 Amendments to the 2019 California Residential Code. The 2019 California Residential Code is amended in part as follows:

R101.1 Title. These regulations shall be known as the Building Code of the City of Beaumont, hereinafter referred to as “this code.”

R105.3.2 Time limitation of application. Applications for which no permit is issued within 12 months following the date of filing of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may grant one or more extensions for a period not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated showing that circumstances beyond the control of the applicant which has prevented action from being taken. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

R105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

R108.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The following fees, the amount of which shall be established from time-to-time by action of the City Council, shall be collected prior to the issuance of a permit:

- A. Plan Check Fees and Deposits.
- B. Permit Fees.
- C. Re-inspection Fees.
- D. Special Inspection Fees
- F. Investigation Fees

When submittal documents are required by SECTION R106, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The plan review fees specified are separate fees from and are in addition to the permit fees. When submittal documents are incomplete or changed to require additional plan review or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate established by the Building Official.

R108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

R108.4 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work or which inspection is called is not complete or when corrections called for are not made. It is not the intent to require re-inspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from

plans requiring the approval of the building official. To obtain a re-inspection, the applicant shall pay the re-inspection fee in accordance with the fee schedule adopted by the jurisdiction. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

R108.5 Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit or which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

R108.6 Work commencing before permit issuance. Whenever any work for which a permit is required by this code has been commenced on a building, structure, electrical, gas, mechanical or plumbing system, a special investigation shall be made before a permit may be issued for such work.

An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

R110.4 Temporary occupancy. This section is deleted in its entirety.

Section R202 – Definitions

BUILDING OFFICIAL. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. Where relevant to grading, drainage and soil investigation, Building Official shall also mean and include City Engineer/Director of Public Works or his/her designee.

AV100.2 construction permit; Safety features required.

(a) Except as provided in Section AV100.5, when a building permit is issued for the construction of a new swimming pool or spa or the remodeling of an existing swimming pool or spa at a private single-family home, the respective swimming pool or spa shall be equipped with item #1 and at least one additional of the following seven drowning prevention features:

1. An enclosure that meets the requirements of Section AV100.3 and isolates the swimming

pool or spa from the private single-family home. Any walls of the residential structure or accessory structures used to complete the isolation enclosure must have its door openings equipped with protection as required in AV100.2 (a) #4 or #5. Any such door protection device provided for this purpose may not be used to comply with the second drowning prevention feature requirement.

2. Removable mesh fencing that meets American Society for Testing and Materials (ASTM) Specifications F2286 standards in conjunction with a gate that is self-closing and self-latching and can accommodate a key lockable device. The mesh fencing setback shall be not less than 20 inches (508 mm) from the water's edge.
3. An approved safety pool cover, as defined in Section AV100.1.
4. Exit alarms on the private single-family home's doors that provide direct access to the swimming pool or spa. The exit alarm may cause either an alarm noise or a verbal warning, such as a repeating notification that "the door to the pool is open."
5. A self-closing, self-latching device with a release mechanism placed no lower than 54 inches (1372 mm) above the floor on the private single-family home's doors providing direct access to the swimming pool or spa.
6. An alarm that, when placed in a swimming pool or spa will sound upon detection of accidental or unauthorized entrance into the water. The alarm shall meet and be independently certified to the ASTM Standard F2208 "Standard Safety Certification of Residential Pool Alarms," which includes surface motion, pressure, sonar, laser and infrared type alarms. A swimming protection alarm feature designed for individual use, includes an alarm attached to a child that sounds when the child exceeds a certain distance or becomes submerged in water, is not a qualifying drowning prevention safety feature.
7. Other means of protection, if the degree of protection afforded is equal to or greater that that afforded by any of the features set forth above and has been independently verified by an approved testing laboratory as meeting standards for those features established by the ASTM or the America Society of Mechanical Engineers (ASME)."

AV100.3 Enclosure; required characteristics. An enclosure shall have all of the following characteristics:

1. Any access gates through the enclosure open away from the swimming pool and are self-closing with a self-latching device placed no lower than 60 inches (1524 mm) above the ground.
2. A minimum height of 60 inches (1524 mm).
3. A maximum vertical clearance from the ground to the bottom of the enclosure of 2 inches (51 mm).
4. Gaps or voids, if any, do not allow passage of a sphere equal to or greater than 4 inches (102 mm) in diameter.

5. An outside surface free of protrusions, cavities or other physical characteristics that would serve as handholds or footholds that could enable a child below the age of five years to climb over. In order to be considered non-climbable the following minimum standards apply:
 - a. Horizontal members which would allow gasping and/or footholds must be separated a minimum of 45 inches (1143 mm).
 - b. The maximum opening formed by a chain link fence shall be not more than 1¼ inches (32 mm).
 - c. There shall be a clear zone of not less than 36 inches (914 mm) between the exterior of the enclosure and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the enclosure.

15.15.030 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Residential Code is an infraction.

SECTION 13. The City Council hereby amends Title 15.16, entitled “Plumbing Code” to the Beaumont Municipal Code, to read as:

Chapter 15.16
PLUMBING CODE

Sections:

- 15.16.010** **Adoption of 2019 California Plumbing Code**
15.16.020 **Violation—Penalty**

15.16.010 Adoption of California 2019 Plumbing Code. Except as otherwise provided in this Chapter, the California Plumbing Code, Title 24, California Code of Regulations, Part 5, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the Plumbing Code of the City.

15.16.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Plumbing Code is an infraction.

SECTION 14. The City Council hereby amends Title 15.17, entitled “Mechanical Code” to the Beaumont Municipal Code, to read as:

Chapter 15.17
MECHANICAL CODE

Sections:

- 15.17.010 Adoption of California 2019 Mechanical Code**
- 15.17.020 Violation—Penalty**

15.17.010 Adoption of 2019 California Mechanical Code. Except as otherwise provided in this Chapter, the California Mechanical Code, Title 24, California Code of Regulations, Part 4, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the Mechanical Code of the City.

15.17.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Mechanical Code is an infraction.

SECTION 15. The City Council hereby amends Title 15.19, entitled “Energy Code” to the Beaumont Municipal Code, to read as:

Chapter 15.19
ENERGY CODE

Sections:

- 15.19.010 Adoption of 2019 California Energy Code**
- 15.19.020 Violation—Penalty**

15.19.010 Adoption of 2019 California Energy Code. Except as otherwise provided in this Chapter, the California Energy Code, Title 24, California Code of Regulations, Part 6, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Energy Code.

15.19.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Energy Code is an infraction.

SECTION 16. The City Council hereby amends Title 15.22, entitled “Green Building Standards” to the Beaumont Municipal Code, to read as:

Chapter 15.22
GREEN BUILDING STANDARDS CODE

Sections:

- 15.22.010 Adoption of 2019 California Green Building Standards Code**
- 15.22.020 Violation—Penalty**

15.22.010 Adoption of 2019 California Green Building Standards Code. Except as otherwise provided in this Chapter, the California Green Building Standards Code, Title 24, California Code of Regulations, Part 11, including any and all amendments set forth in this chapter, and including any and all amendments thereto that may hereafter be made and adopted by the State of California, is hereby adopted as the City Green Building Code.

15.22.020 Violation—Penalty. Violation of the provisions of this Chapter or failure to comply with any of the requirements of the Green Building Code is an infraction.

SECTION 17. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Beaumont, California, held on the ____ day of November, 2019, 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 ____ day of _____, 2019.

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Julio Martinez III, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: November 5, 2019

SUBJECT: Public Hearing and First Reading of an Ordinance Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority

Background and Analysis:

The City is in the process of upgrading and expanding the City's wastewater treatment plant. The City has been working with the Santa Ana Watershed Project Authority (SAWPA) and Orange County Sanitation District (OCSD) to receive a permit to discharge the brine into the Inland Empire Brine Line (IEBL) and treat at the OCSD treatment plant. The City purchased brine line capacity and entered into a multi-jurisdictional agreement to discharge into the brine line. The discharge permit requires the City to implement an approved and updated pre-treatment program as stringent or more stringent than SAWPA.

As a condition of discharge to the IEBL and OCSD sewer plant, the City was required to analyze its current pre-treatment documents for consistency with SAWPA's requirements. While the City's current standards are very consistent with SAWPA's, however, there are differences in the formatting between the City and SAWPA. For consistency and ease of the compliance requirement, staff proposes adopting SAWPA's brine line ordinance, Pretreatment Program Enforcement Response Plan, Pretreatment Program Procedures, and Pretreatment Program Policies by reference and repealing the City's current ordinances.

Fiscal Impact:

The cost to prepare this staff report and ordinance is approximately \$1,000. There is no additional fiscal impact at this time.

Recommendation:

1. Hold a Public Hearing, and
2. Waive the full reading and approve the first reading by title only, "An Ordinance of the City Council of the City of Beaumont Repealing Chapter 13.20 of the Beaumont Municipal Code and Adopting by Reference in Its Place Ordinance No. 8 of the Santa Ana Watershed Project Authority Establishing Regulations for the Use of the Inland Empire Brine Line, Formerly Known as the Santa Ana Regional Interceptor"



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Ordinance](#)

[Attachment B - Notice of Public Hearing](#)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEAUMONT REPEALING CHAPTER 13.20 OF THE BEAUMONT MUNICIPAL CODE AND ADOPTING BY REFERENCE IN ITS PLACE ORDINANCE NO. 8 OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING REGULATIONS FOR THE USE OF THE INLAND EMPIRE BRINE LINE, FORMERLY KNOWN AS THE SANTA ANA REGIONAL INTERCEPTOR

WHEREAS, the City Council finds that the actions contemplated by this Ordinance are exempt from the California Environmental Quality Act (“CEQA”) pursuant to, 15060(c)(2), 15061(b)(2), 15061(b)(3) CEQA as review is not required because there is no possibility that this Ordinance may have a significant effect upon the environment, the proposed amendments constitute a minor alteration in a land use limitation under CEQA Guidelines 15305, and based on CEQA Guidelines 15301 (Existing Facilities) and 15321, (Enforcement Actions by Regulatory Agencies).

WHEREAS, Orange County Sanitation District has expressed a desire to consolidate permitting, inspection, monitoring, and enforcement activities over the Inland Empire Brine Line, formerly known as the Santa Ana Regional Interceptor Brine Line into one public agency, specifically the Santa Ana Watershed Project Authority ("SAWPA"), to ensure continuity and consistency in the operation of the Inland Empire Brine Line; and

WHEREAS, the member agencies of SAWPA have previously drafted an ordinance governing the use of the Brine Line, to be adopted by the member agencies so as to provide uniform and consistent guidelines governing the use of the Brine Line; and

WHEREAS, the City wishes to adopt, in full, the provisions of SAWPA Ordinance No. 8 establishing regulations for the use of the Inland Empire Brine Line.

WHEREAS, the City wishes to repeal Chapter 13.20 of the Beaumont Municipal Code concerning Pretreatment and Treatment of Wastes, the subject matter which will be replaced, superseded and supplemented by SAWPA Ordinance No. 8 and the following policies of SAWPA that will be adopted contemporaneously by a separate Resolution of the City Council:

- (i) Pretreatment Program Enforcement Response Plan, 2018
- (ii) SAWPA Pretreatment Program Procedures, January 14, 2014
- (iii) SAWPA Pretreatment Program Policies, October 15, 2013

NOW, THEREFORE, be it ordained by the City Council of the City of Beaumont as follows:

SECTION 1. CHAPTER 13.20 OF THE CITY OF BEAUMONT MUNICIPAL CODE is repealed and contemporaneously with such repeal the following Chapter 13.20 is hereby adopted in its place:

“Chapter 13.20 Adoption of SAWPA Ordinance.

13.20.100 SAWPA Ordinance Number 8.

Santa Ana Watershed Project Authority Ordinance No. 8, as further amended and restated or replaced by any successor ordinance of the Santa Ana Watershed Project Authority is hereby adopted by the City of Beaumont.”

SECTION 2. Effective Date and Publication. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

SECTION 3. Severability. The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

SECTION 4. Prosecution of Prior Ordinances. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof

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 19th day of November, 2019, 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 3rd day of December, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Julio Martinez III, Mayor

Attest:

Steven Mehlman, City Clerk

Approved as to form:

John O. Pinkney, City Attorney

Advertising Order Confirmation

The Press Enterprise

11/06/19 3:28:30PM

Page 1

<u>Ad Order Number</u> 0011333394	<u>Customer</u> BEAUMONT, CITY OF / LEGAL	<u>Payor Customer</u> BEAUMONT, CITY OF / LEGAL	<u>PO Number</u>
<u>Sales Representative</u> Nick Eller	<u>Customer Account</u> 5209298	<u>Payor Account</u> 5209298	<u>Ordered By</u> Nicole Wheelwright
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<u>Current Queue</u> Ready	<u>Invoice Text</u> NOTICE OF PUBLIC HEARING SAWPA		
<u>Tear Sheets</u> 0	<u>Affidavits</u> 0	<u>Blind Box</u>	<u>Materials</u>
		<u>Promo Type</u>	<u>Special Pricing</u>

<u>Ad Number</u> 0011333394-01	<u>Ad Size</u> 3 X 52 LI	<u>Color</u>	<u>Production Color</u>	<u>Ad Attributes</u>	<u>Production Method</u> AdBooker	<u>Production Notes</u>
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<u>External Ad Number</u>	<u>Pick Up</u>	<u>Ad Type</u> Legal Liner	<u>Released for Publication</u>
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NOTICE OF PUBLIC HEARING OF A PROPOSED ORDINANCE AMENDING CHAPTER 13.20 OF THE CITY OF BEAUMONT MUNICIPAL CODE, REGULATING THE DISCHARGE OF WASTES INTO THE PUBLIC SEWER AND STORM DRAIN SYSTEMS IN THE CITY OF BEAUMONT AND ADOPTING BY REFERENCE THE SANTA ANA WATERSHED PROJECT AUTHORITY ("SAWPA") ORDINANCE ESTABLISHING REGULATIONS FOR THE USE OF THE INLAND EMPIRE BRINE LINE

NOTICE IS HEREBY GIVEN that the City of Beaumont will hold a PUBLIC HEARING to consider adoption of an ordinance amending Chapter 13.20 of the Beaumont Municipal Code - PRETREATMENT AND REGULATION OF WASTES. The proposed ordinance will adopt the Santa Ana Watershed Project Authority ("SAWPA") Ordinance No 8 Establishing Regulations for the Use of the Inland Empire Brine Line, as amended, from time to time or any successor ordinance, by reference in place of existing Chapter 13.20. All interested persons are invited to appear and to be heard at the public hearing.

The PUBLIC HEARING will be held on Tuesday, November 19, 2019, beginning at 6 p.m., in the Council Chamber, located at 550 East Sixth Street, Beaumont. The City Council is the decision-making body for ordinances.

A copy of the proposed ordinance and the supporting materials will be available for public review at the City Clerk's Office public counter, located at City Hall, 550 East Sixth Street, Beaumont. Persons are invited to comment on the proposed ordinance by writing to Public Works Director, Jeff Hart at the same address. For more information on the proposed ordinance, please call (951) 769-8520.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in the above-mentioned public hearing, please contact the City Clerk at (951) 769-8520 at least three (3) working days prior to the meeting, if possible.

Nicole Wheelwright, Assistant City Clerk
City of Beaumont
Publish: November 9th, 2019 and November 16th, 2019 [two times at least five days apart GC 6066]

11/09, 11/16

<u>Product</u> PE Riverside:South	<u>Requested Placement</u> PublicNotice Banning	<u>Requested Position</u> City Notices Ban - 1076~	<u>Run Dates</u> 11/09/19, 11/16/19	<u># Inserts</u> 2
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Order Charges:

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
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Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: November 19, 2019

SUBJECT: Public Hearing and Consideration of Approval of a Resolution Amending the City's FY19/20-FY23/24 Capital Improvement Plan (CIP)

Background and Analysis:

On June 4, 2019, City Council adopted the City's 5-year capital improvement plan (CIP) and approved the FY19/20 CIP budget. The plan identifies the City's planned projects through a determined period of time, as well as the prospective financial sources.

A notice of public hearing was published on November 1, 2019, for an amendment to the 19/20 – 23/24 Fiscal Year CIP.

City staff is proposing amending the CIP for the following projects:

- Wastewater Master Plan - Staff is proposing to combine the Wastewater Master Plan Project with the Mesa lift station and force main feasibility study. The combined amount of these two projects is \$400,000 in the current CIP (\$300,000 for the wastewater master plan and \$100,000 for the Mesa lift station study), and staff is proposing to amend this amount to \$350,000 for the wastewater master plan. Staff is also proposing to eliminate the Mesa lift station and force main feasibility study as an independent project as it is encompassed within the wastewater master plan.
- PLC Upgrade Design - The replacement and upgrade of the existing programmable logic controllers (PLC) at existing sewer lift stations was originally expected to be a straightforward upgrade to existing sites. Upon further inspection, it has been determined that there is little to no consistency between different sites and that a uniform design approach would yield the greatest efficiency and reliability moving forward. Staff is proposing to create a PLC Upgrade Design Project in the amount of \$50,000. The funding from this project would come from the remaining Mesa lift station project that is no longer moving forward, resulting in no net increase to the wastewater fund.

- City Hall Council Chambers - Staff is proposing to amend the amount listed in current CIP from \$273,000 to \$325,000. The revised amount is based upon actual bids received to perform the work, and the amount of public, educational, and governmental (PEG) funds available.
- Rangel Park Improvement Project - Staff is proposing to amend the amount in the current CIP to \$261,470 for FY19/20, and \$200,000 for FY20/21. The revised amount is within the available amount of Community Development Block Grant (CDBG) funds available for the current fiscal year.

Fiscal Impact:

The fiscal impact to amending the Five-Year Capital Improvement Plan for Fiscal Years 2019/2020 through 2023/2024 is as listed in the aforementioned report, and the attached CIP. The estimated cost to prepare this staff report is estimated at \$350.

Recommendation:

1. Hold a Public Hearing, and
2. Waive the full reading and approve by title only, "Resolution of the City of Beaumont Making Modification Amendment to the Five-Year Capital Improvement Plan for Fiscal Years 2019/2020 through 2023/2024 Pursuant to the Requirements of California Department of Transportation."



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Resolution CIP Amendment 1](#)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT
AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL
YEARS 2019/2020 THROUGH 2023/2024**

WHEREAS, on June 4, 2019, the City Council of the City of Beaumont adopted the City's Five Year Capital Improvement Plan for Fiscal Years 2019/2020 through 2023/2024 ("CIP") at a duly noticed public hearing; and

WHEREAS, this amendment is to amend the budget for seven projects and their budgets in order to proceed and appropriate the available funds; and

WHEREAS, these specific revisions are detailed in **Exhibit "A"** attached hereto; and

WHEREAS, on November 1, 2019 pursuant to Government Code, section 66002, the City duly gave public notice of the public hearing of the proposed amendments and revisions to the CIP, a copy of which has been on file with the City Clerk Board at least 10 calendar days prior to the City Council's commencement of such public hearing; and

WHEREAS, the City Council desires to revise and amend the Capital Improvement Plan as set forth herein;

**NOW, THEREFORE BE IT RESOLVED BY THE BEAUMONT CITY COUNCIL
AS FOLLOWS:**

Section 1. The City Council hereby amends and approves the Capital Improvement Plan for Fiscal Years 2019/2020 through 2023/2024 by amending project numbers 2019-006, 2018-005, 2020-003, 2019-018, 2019-010, 2019-013, and 2019-014 as shown in **Exhibit "A"**.

Section 2. The Capital Improvement Plan may be updated by the City Council from time to time pursuant to California Government Code, section 66002, or as otherwise provided by law.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

MOVED, PASSED, and ADOPTED this 19th day of November, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

By: _____
Julio Martinez, Mayor
City of Beaumont

ATTEST:

By: _____
Steven Mehlman, City Clerk
City of Beaumont

EXHIBIT A
SUMMARY OF 2019/2020 – 2023/2024 CIP BUDGET AMENDMENT

Five Year Capital Improvement Plan FY 19/20-23/24 Amendment 1
Projects By Funding Source

Funding Source: PEG

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
City Hall Council Chambers	2019-006	\$ 273,000	\$ 325,000						\$ 325,000
TOTAL		\$273,000	\$325,000	\$0	\$0	\$0	\$0	\$0	\$ 325,000

Funding Source: Basic Services DIF

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
City Hall and Plaza - Construction	Future							\$ 18,000,000	\$ 18,000,000
TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$18,000,000	\$ 18,000,000

Funding Source: Road & Bridge DIF

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Oak Valley Parkway Rehab Phase 2	2018-008							\$ 500,000	\$ 500,000
2nd Street Extension Design	2019-009	\$ 200,000	\$ 200,000						\$ 200,000
2nd Street Extension Construction	Future							\$ 2,510,000	\$ 2,510,000
Pennsylvania Ave/UPRR Grade Separation - Final Design	Future							\$ 1,000,000	\$ 1,000,000
California Ave/UPRR Grade Separation - Final Design	Future							\$ 800,000	\$ 800,000
Oak Valley/I-10 Interchange - Design	Future							\$ 500,000	\$ 500,000
1st Street Widening Design & Construction	Future							\$ 1,600,000	\$ 1,600,000
TOTAL		\$200,000	\$200,000	\$0	\$0	\$0	\$0	\$6,910,000	\$ 7,110,000

Funding Source: Traffic Signal DIF

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Beaumont Ave Signalization, 8th to 10th Street Construction	2019-017	\$ 795,000	\$ 795,000						\$ 795,000
TOTAL		\$795,000	\$795,000	\$0	\$0	\$0	\$0	\$0	\$795,000

Funding Source: CFD Public Safety

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Rehab Existing Fire Stations	2021-004				\$ 500,000	\$ 500,000			\$ 1,000,000
PD Server Room	2019-007	\$ 40,000	\$ 40,000						\$ 40,000
TOTAL		\$40,000	\$40,000	\$0	\$500,000	\$500,000	\$0	\$0	\$ 1,040,000

Funding Source: CFD

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Park and Right of Way Upgrades	2019-003	\$ 300,000	\$ 300,000						\$ 300,000
Community Recreation Center Repairs & Upgrades	2020-004			\$50,000	\$100,000				\$ 150,000
Pool	2020-006			\$50,000					\$ 50,000
TOTAL		\$300,000	\$300,000	\$100,000	\$100,000	\$0	\$0	\$0	\$ 500,000

Funding Source: Measure A

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Beaumont Ave Reconstruction Project	2018-004	\$ 734,000	\$ 734,000						\$ 734,000
Annual Slurry Seal 19/20	2019-001	\$ 400,000	\$ 400,000						\$ 400,000
Annual Citywide Street Rehab 19/20	2019-002	\$ 500,000	\$ 500,000						\$ 500,000
Annual Slurry Seal 20/21	2020-001			\$400,000					\$ 400,000
Annual Citywide Street Rehab 20/21	2020-002			\$500,000					\$ 500,000
Annual Slurry Seal 21/22	2021-001				\$500,000				\$ 500,000
Annual Citywide Street Rehab 21/22	2021-002				\$400,000				\$ 400,000
Annual Slurry Seal 22/23	2022-001					\$500,000			\$ 500,000
Annual Citywide Street Rehab 22/23	2022-002					\$400,000			\$ 400,000
Annual Slurry Seal 23/24	2023-001						\$500,000		\$ 500,000
Annual Citywide Street Rehab 23/24	2023-002						\$400,000		\$ 400,000
TOTAL		\$ 1,634,000	\$ 1,634,000	\$900,000	\$900,000	\$900,000	\$900,000	\$0	\$ 5,234,000

Funding Source: RMRA/SB 1

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Beaumont Ave Reconstruction Project	2018-004	\$ 700,000	\$ 700,000						\$ 700,000
Annual Slurry Seal 19/20	2019-001	\$ 600,000	\$ 600,000						\$ 600,000
Annual Citywide Street Rehab 19/20	2019-002	\$ 300,000	\$ 300,000						\$ 300,000
Annual Slurry Seal 20/21	2020-001			\$600,000					\$ 600,000
Annual Citywide Street Rehab 20/21	2020-002			\$300,000					\$ 300,000
Annual Slurry Seal 21/22	2021-001				\$500,000				\$ 500,000
Annual Citywide Street Rehab 21/22	2021-002				\$400,000				\$ 400,000
Annual Slurry Seal 22/23	2022-001					\$500,000			\$ 500,000
Annual Citywide Street Rehab 22/23	2022-002					\$400,000			\$ 400,000
Annual Slurry Seal 23/24	2023-001						\$500,000		\$ 500,000
Annual Citywide Street Rehab 23/24	2023-002						\$400,000		\$ 400,000
TOTAL		\$ 1,600,000	\$ 1,600,000	\$900,000	\$900,000	\$900,000	\$900,000	\$0	\$ 5,200,000

Funding Source: Grants

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Potrero Interchange Improvements	2016-003			\$ 45,000,000					\$ 45,000,000
Police Annex	2019-005	\$ 14,800	\$ 14,800						\$ 14,800
Pennsylvania Ave/UPRR Grade Separation - Construction	Future							\$ 34,000,000	\$ 34,000,000
California Ave/UPRR Grade Separation - Construction	Future							\$ 34,000,000	\$ 34,000,000
Oak Valley/I-10 Interchange - Construction	Future							\$ 65,000,000	\$ 65,000,000
TOTAL		\$14,800	\$14,800	\$0	\$0	\$0	\$0	\$ 133,000,000	\$ 178,014,800

Funding Source: Transit Grants

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
CNG Station - Construction	2019-004	\$ 1,700,000	\$ 1,700,000						\$ 1,700,000
EV Charging Station	2019-016	\$ 240,000	\$ 240,000						\$ 240,000
TOTAL		\$1,940,000	\$1,940,000	\$0	\$0	\$0	\$0	\$0	\$ 1,940,000

Funding Source: Asset Forfeiture

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Police Annex	2019-005	\$ 26,500	\$ 26,500						\$ 26,500
TOTAL		\$26,500	\$26,500	\$0	\$0	\$0	\$0	\$0	\$ 26,500

Funding Source: CDBG Grants

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
Rangel Park Improvement Project	2018-005	\$ 130,000	\$ 261,470	\$ 200,000					\$ 461,470
Citywide Sidewalk Improvements 20/21 - CDBG	Close			\$ -					\$ -
Citywide Sidewalk Improvements 21/22 - CDBG	2021-003				\$130,000				\$ 130,000
Citywide Sidewalk Improvements 22/23 - CDBG	2022-003					\$130,000			\$ 130,000
Citywide Sidewalk Improvements 23/24 - CDBG	2023-003						\$130,000		\$ 130,000
TOTAL		\$ 130,000	\$ 261,470	\$200,000	\$130,000	\$130,000	\$130,000	\$0	\$ 851,470

Funding Source: General Fund

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
PD Server Room	2019-007	\$ 14,000	\$ 14,000						\$ 14,000
Housing Element Update	2019-008	\$ 40,000	\$ 40,000	\$ 50,000					\$ 90,000
Security Infrastructure Upgrades	2019-015	\$ 40,000	\$ 40,000						\$ 40,000
Facility Roofs	2020-007			\$90,000	\$10,000	\$100,000	\$10,000		\$ 210,000
Storm Drain Facilities	Future							\$1,000,000	\$ 1,000,000
Storm Drain Master Plan	Future							\$500,000	\$ 500,000
Street Light Conversion to Solar	Future							\$1,500,000	\$ 1,500,000
TOTAL		\$94,000	\$94,000	\$140,000	\$10,000	\$100,000	\$10,000	\$ 3,000,000	\$ 3,354,000

Funding Source: Wastewater

Project Name	Project Number	FY19/20	Proposed	FY20/21	FY21/22	FY22/23	FY23/24	Future Funding	TOTAL
PLC Upgrade Design	2019-018	\$ -	\$ 50,000						\$ 50,000
PLC Upgrade Construction	2019-010	\$ 240,000	\$ 240,000	\$ 110,000					\$ 350,000
CMOM	2019-011	\$ 100,000	\$ 100,000						\$ 100,000
WQMP and Permit	2019-012	\$ 50,000	\$ 50,000						\$ 50,000
Wastewater Master Plan	2019-013	\$ 300,000	\$ 350,000						\$ 350,000
Mesa Force Main Preliminary Design	Close	\$ 100,000	\$ -						\$ -
Sewer Collection and Treatment	2020-005			\$ 1,677,000	\$ 1,727,000	\$ 1,889,000	\$ 1,900,000		\$ 7,193,000
Seneca Springs Lift Station Design	2018-010							\$ 200,000	\$ 200,000
Seneca Springs Lift Station Construction	Future							\$ 800,000	\$ 800,000
Recycled Water Feasibility Study	2018-007							\$ 100,000	\$ 100,000
TOTAL		\$ 790,000	\$ 790,000	\$ 1,787,000	\$ 1,727,000	\$ 1,889,000	\$ 1,900,000	\$ 1,100,000	\$ 9,193,000



Staff Report

TO: Mayor and City Council Members

FROM: Christina Taylor, Community Development Director

DATE: November 19, 2019

SUBJECT: Public Hearing to Award CDBG Funding Requests for 2020-2021 Program Year

Background and Analysis:

Each year the City applies for Community Development Block Grant (CDBG) funds for expenditure in the City of Beaumont. The amount estimated for this year for all programs is \$173,900. In previous years, the City has funded approximately \$20,000 in non-profit requests and reserved the remaining funding for City and neighborhood improvement projects. This year, the typical anticipated minimum CDBG award for an individual program is \$10,000.

The proposed application requesting County approval of CDBG projects is divided into two sections. The first section is for non-profit public programs and the second section is for public improvement projects. Council approval is to authorize the preparation and submittal of the County of Riverside Community Development Block Grant Program Application to the Riverside County Economic Development Agency.

Non-profit Public Programs

Staff received two requests within the posted deadline from non-profit organizations for CDBG funding of public programs:

Boys & Girls Club of the San Geronio Pass - \$20,000

This proposal is requesting funding for the Boys & Girls Club Camp Kids program. The program consists of Summer Camp, Thanksgiving Camp, Winter Camp and Spring Camp programs provided at various locations throughout the City. Funds would be applied to scholarships for families that cannot afford the full cost of the programs.

Life Lifters International - \$20,000

This proposal is for the Diamonds & Pearls Mentoring Program. The program provides mentorship to ninth through twelfth grade, female students in the Beaumont Unified School District. The mentorship program includes college tours, restorative justice, financial literacy, resume building, and several other activities as listed in their application. Funds would be used for salaries, supplies and program expenses.

Public Improvement Projects

Staff has prepared one eligible construction project application for the 2020-2021 CDBG program year. A copy of the application is attached for your review.

Rangel Park Improvement Project Phase II - \$200,000

The funding allocated for improvements at Rangel Park have included fencing, irrigation, restrooms and ADA stands for visitor viewing. The proposed improvement for this application will include improvements to the baseball fields based on cost and funding availability.

Last year, City Council approved the City's funding priorities as follows:

- Infrastructure Improvements – streets, sidewalks;
- Recreation Improvements – parks and community centers;
- Youth and after school programs; and
- Support Services – Homeless, veterans and special needs.

Staff has reviewed each of the applications for completeness to ensure that the proposals meet the City's funding priorities and provide CDBG eligible services. Each of the proposed applications meets these criteria. Staff recommends approval of the request of the Boys & Girls Club of the San Geronio Pass in the amount of \$20,000 subject to the conditions of the CDBG program since it serves the larger population. It is also recommended that the City Council authorize City staff to submit a CDBG application for the Rangel Park project.

Fiscal Impact:

Amounts to be funded by CDBG funds plus the cost of staff time to prepare documentation and agreements.

Recommendation:

1. Hold a Public Hearing, and
2. Approve and authorize staff to submit a CDBG application for the Boys & Girls Club of the San Geronio Pass program request of \$20,000 subject to the conditions of the CDBG program provided by Riverside County EDA, and
3. Approved and authorize staff to prepare and submit a CDBG application for the Rangel Park improvements. Additionally, give authority to the City Manager to reduce or increase the amount funded to the projects based on the amount of funding available to the City of Beaumont.



City Manager Review: Todd Parton
City Manager

Attachments:

[BGCSGP 20-21 CDBG Application](#)

[Life Lifters 20-21 CDBG Applic](#)

[COB 20-21 CDBG Application](#)

Organization Web Address: WWW.BGCSGPASS.COM

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: 60

Number of volunteers: 17

Members/Board of Directors (Attach): PLEASE SEE ATTACHED DOCUMENT

III. PROJECT ACTIVITY

A. Name of Project: Camp Kids

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN:

City: Beaumont

Zip Code: 92223

C. CDBG Funds Requested: \$20,000 (total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

Brookside Elementary School in Beaumont during summer, Anna Hause Elementary school during Thanksgiving, Winter and Spring Break.

E. In which City (ies)/Communities does the activity occur?

City (ies): BEAUMONT

Community (ies): BEAUMONT

NOTE: EDA will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

H. Respond to A & B only if this application is for a public service project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved?__
Yes. These funds allow the BGCSGP to run camp programs that allow low income youth to participate.

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

The city of Beaumont continues to see tremendous growth, with new families and businesses moving in, however there are still many families struggling to make ends meet. While their city continues to blossom around them, these families continue to struggle, making assistance and affordable, high quality youth programming even further out of reach. According to the United States Census American Fact Finder, 22.8% of children in Riverside County and 14.4% of children in Beaumont live below the poverty line. Most youth lose about two months of grade-level equivalency in mathematical computation skills over the

summer months. Low-income youth also lose more than two months in reading achievement, while their middle-class peers make slight gains (Review of Educational Research). According to our NPOI (National Youth Outcomes Initiative) survey, used to gauge outcomes of our local Boys & Girls Clubs of the San Gorgonio Pass (BGCSGP) youth, our members year after year state that they receive the vast majority of health knowledge and good character education from Club programs. Out of school time, especially for our needy youth, means less education and less opportunities to make good choices.

Now, more than ever, our young people need positive role models in their lives to provide the guidance and supervision necessary for them to become good citizens, despite adversity. The Boys & Girls Clubs of the San Gorgonio Pass stands ready to provide the services and programs that our youth desperately need. The BGCSGP is respectfully requesting a \$20,000 grant to support the Camp Kids program to provide summer, fall, winter and spring break camps to underserved youth in Beaumont. By providing a safe environment with enriching programs, the BGCSGP will help insulate them against the negative influences they are facing. Through our camp program, children will be offered programming in Boys & Girls Club's core program areas: Character & Leadership, the Arts, Health & Life Skills, Education & Technology and Sports & Recreation. Activities will include high-yield academic games, photography, art, cultural enrichment, field trips, computer education, cooking and nutrition, as well as fun, holiday and culture inspired crafts and games. Three programs that will be highlighted are Project Learn, Boys & Girls Clubs of America initiative and plan to make education fun, by ensuring academic activities are hands on, build skills and incorporate youth interest. Character Creators will build a desire to lead, make good choices, resist peer pressure and bullying, give back to the community and demonstrate good teamwork through intentional National programs, as well as locally developed BGCSGP activities. Lastly, we will highlight Healthy Habits, where members learn the foundation of a healthy lifestyle through exercise, cooking, and participating in engaging activities written by our National Organization. The BGCSGP believes that by providing the Camp Kids program, we are able to meet our mission "to inspire and enable all youth, especially those who need us most, to reach their full potential as productive and caring citizens."

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):

The BGCSGP will continue to offer scholarships and discounts to families in need during out of school time. With the increase in dollars received four grant cycles ago, the BGCSGP was able to implement a scholarship sliding scale that covered 30% to 100% of program cost based on income. Our goal is to make sure no child is turned away from camp based on the inability to pay the fees. Aside from the scholarships awarded, camp price is reduced from regular, in school fees.

As a result of lower fees and scholarships, the funds will mainly be used to offset the cost of salaries for our highly trained and professional staff, so that we may continue providing high quality programming at a low cost. The BGCSGP camps run during the time parents need us most: from 6:30a to 6:00p, Monday through Friday. Staff create impactful program schedules that are hands on, educational and engaging. Boys & Girls Club staff are trained by National Boys & Girls Club officials, attend frequent in house training and attend Region 10 and California Department of Education after school training six or more times per year.

Furthermore, the programs implemented during these out of school breaks continue to maintain the same rigor and quality control as our regular school year program. The BGCSGP will use some of the funds for supplies in order to provide hands on learning opportunities and field trips to museums and other places of learning and significance throughout Southern California.

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goals and objectives of the project are to provide programming for Beaumont youth ages 5-12 during out of school time. This funding would allow us the opportunity to provide at-risk youth and working families who need impactful care for their children, the ability to attend camp at a reduced fee. All members will benefit from a competitive price, while those in need of further assistance would be able to receive scholarships. In addition to providing a safe, positive place for young people to grow, Club staff would provide fun, enriching, character building programming geared towards teaching youth to be leaders in their community. Although we offer many high-yield activities each day during Camp, we will hold a strong focus in three categories: Project Learn, a BGC National Initiative based on research showing that youth do much better in school when they spend their non-school hours engaged in fun, but academically beneficial, activities. Project Learn will cover STEM, the Arts, cultural learning, reading and language arts, as well as "Tech Time," where members compete on educational apps during structured time. Character Creators: a local BGC initiative to create strong leaders at a young age, including volunteerism, communication, conflict resolution and self esteem, using both National Curriculum from our SMART (skills, mastery and resistance training) programs, as well as programs developed by our professional staff team. Lastly, we will focus on BGCA's Healthy Habits curriculum, creating members who are knowledgeable about and have the tools to lead a healthy lifestyle, focusing on healthy eating, exercise and a healthy mindset.

The success of the program will be measured by tracking member enrollment, staff observation of participants and the administration of pre and post tests/surveys. Parent surveys will also be conducted at the end of the various program sessions to assess their observations of their children's behaviors, knowledge and participation in activities.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

Goals/Objectives

Track CDBG data on new Club members Start Date 07/01/20 Completion Date 01/01/21

Recruit at-risk youth to participate in programs Start Date 07/01/20 Completion Date 04/01/21

Implement Project Learn, Character Creators, and Healthy Habits

Start Date 7/1/20 Completion Date 4/01/21

Utilize pre and post tests Start Date 7/01/20 Completion Date 4/01/21

V. **PROJECT BENEFIT**

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

A total of 90 youth will be served through Camp Kids using all funding sources, with 45 of those members being served through CDBG funds.

B. Indicate the number of unduplicated clients that will be served (An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year):

45 unduplicated youth will be served using CDBG funds.

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

The Camp Kids program will run during school breaks, from 7/1/19-4/01/20

D. Service will be provided to (check one or more):

- Men
- Women
- Children (Range of children's ages : 5-12 years)
- Homeless (Number of beds at facility : _____)
- Seniors
- Severely Disabled Adults
- Migrant Farm Workers
- Families

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

The BGCSGP will attract low income and at-risk youth to the Club in conjunction with our partners. We will reach them through the schools using teacher and principal and district referrals, parents, the Pass Collaborative, staff referrals and social media. The Camp Kids programs are well known throughout our community and continue to result in high numbers year after year.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The BGCSGP has grown from serving a handful of children eleven years ago, to more than 750 daily. There continues to be tremendous need for youth programs in our community. We are committed to serving youth and will continue to serve them once the CDBG funds are expended. We will utilize funds from fundraising events, including our annual Kentucky Derby, and Fall fundraiser Chances & Cheeses. We will continue to seek additional funding sources and grants through our national organization and fundraising events in order to sustain our programs.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

The Boys & Girls Clubs of the San Geronio Pass will document need by using "1," Limited Clientele Method. The BGCSGP will require income verification (pay stubs, assistance paperwork, W2s) at the time of application. Staff will use the County of Riverside's financial guidelines for the CDBG Program (as prescribed through the EDA) and require current CDBG paperwork to be completed at the time of application. This information will be updated at least once per year for all participants.

2. Clientele presumed to be principally low- and moderate-income persons:

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|---|---|
| <input type="checkbox"/> Abused children | <input type="checkbox"/> Homeless persons |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

a. Describe the clientele above to be served by this activity:

n/a

b. Discuss how this project directly benefits low- and moderate- income residents:

CDBG funds would be used to serve Beaumont's most needy youth. Our Brookside and Anna Hause Club camps serve all youth during summer and other school breaks at a low cost rate. In addition, the Club provides scholarships from 30% to 100% to families in need. CDBG funding would help to provide the highly trained, caring staff that are necessary to provide the enriching Boys & Girls Club programs, allowing costs to remain low.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, EDA CDBG Program Manager for Census Information) Agenda Item No. 15.

2010 Census Tract and Block Group numbers:

(must use 2011-2015 ACS data pursuant to HUD Notice -C&D-19-02)

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): _____

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2020. If your proposed CDBG-funded activity will start on a date other than July 1, 2020, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.) Agenda Item No. 15.

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET <small>(Include non-CDBG Funds and CDBG Funds)</small>	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ 82,730	\$ 17,000
B. Fringe Benefits	\$ 8,959	\$
C. Consultants & Contract Services	\$	\$
PERSONNEL SUB-TOTAL	\$ 91,686	\$ 17,000
II. Non-Personnel		
A. Space Costs	\$	\$
B. Rental, Lease or Purchase of Equipment	\$	\$
C. Consumable Supplies	\$ 8,000	\$ 1,000
D. Travel	\$ 7,000	\$ 2,000
E. Telephone	\$ 400	\$
F. Utilities	\$	\$
G. Other Costs	\$	\$
NON-PERSONNEL SUB-TOTAL:	\$ 15,400	\$ 3,000
III. Other		
A. Architectural/Engineering Design	\$	\$
B. Acquisition of Real Property	\$	\$
C. Construction/Rehabilitation	\$	\$
D. Indirect Costs	\$ 2,700	\$
E. Other	\$	\$
OTHER SUB-TOTAL:	\$ 2,700	\$
GRAND TOTAL:	\$ 109,786	\$ 20,000

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. (Attach)

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL	OJP	\$10,000					\$10,000
STATE/LOCAL	Los Angeles County Summer Grant	\$5,000	Asset Forfeiture	\$5,000			\$10,000
PRIVATE	United Way	\$8,000	Laura May Stewart Foundation	\$6,000	Bank of America	\$5,000	\$19,000
OTHER	Positive Club (BGCA)	\$2,500	Coca-Cola Power Hour(BGCA)	\$10,000	Fees from other sources	\$40,000	\$52,500

TOTAL: 91,500

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

The BGCSGP has grown from serving a handful of children 13 years ago, to more than 750 daily. There continues to be tremendous need for youth programs in the Beaumont community that focuses on the whole child. We are committed to serving youth and will continue to serve them once CDBG funds are expended. We will utilize funds from fundraising events including our annual Horses & Hattitude Kentucky Derby and Chances & Cheeses fall fundraiser. We will also continue to seek grants from both the National Organization, as well as local, state and federal grants.

D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

Please see attachment

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome.

If no, please explain. We will be serving youth in the Beaumont community/district. We will simultaneously apply for county dollars for the Camp Kids program.

F. Was this project or activity previously funded with CDBG? Yes No

If yes, when? The Camp Kids project has been funded for the 2019-20 year, the 2018-19 year, as well as the 2016-17 year. All years had a successful implementation.

Is this activity a continuation of a previously funded (CDBG) project? Yes No Agenda Item No. 15.

If yes, explain: We will continue the Camp Kids programming for the upcoming school breaks.

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

The BGCSGP has a long history of successfully implementing projects funded with both CDBG funds and the Office of Juvenile Justice (Federal) funds. We have received CDBG funds for the past eight years for several agency programs.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

The Boys & Girls Clubs of the San Geronio Pass has a strong organizational infrastructure to support the organization's day to day operations. There are written policies and procedures in place for all organizational functions. The organization employs a full-time CEO and all agency finances are reviewed monthly by the Board of Directors. The organization is audited annually. All staff are background checked, drug and TB tested. Program staff must pass the district aid test or possess a degree.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Name: Amy Herr, CEO

Qualifications: Amy has been with the organization since its inception 13 years ago. She has an extensive background in grant and fund management, budgeting, policies and procedures.

Name: Megan Grisham, Director of Operations

Qualifications: Megan has been with the BGCSGP for 10 years and has experience in grant writing, grant reporting and grant management. Megan holds a degree in business management. She has also worked directly in programs, which enables her to effectively analyze programmatic success.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

- 1. The information contained in the project application is complete and accurate. X
- 2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. X
- 3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. X
- 4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. X
- 5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. X
- 6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. (DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President) X

DATE: 10-20-19

Signature: 

Print Name/Title
Authorized Representative: Megan Grisham, Director of Operations

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Members/Board of Directors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Articles of Incorporation and Bylaws
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Project Activity Map
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Project Benefit, Category B, Low Mod Area Maps (Attach if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Leveraging (Current evidence of commitment)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Income and Expense Statement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Management Capacity (Detailed organizational chart)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Board Written Authorization approving submission of application



BOARD OF DIRECTORS, 2019

Ali Ahmed, General Manager, Diamond Hills Chevrolet Buick GMC

Johana Carpio, Realtor

Tammy Carter, Local Business Owner

Linda Hanley, VP/Financial Services Officer, Bank of Hemet

Phil Hutchins, Vice President of Small Business Accounts, Bank of America

Linda Molina, Local Community Member

Clara Vera, Waste Management

State of California
Secretary of State



∞

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 04 2005

BRUCE McPHERSON
Secretary of State

2808338

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

OCT 13 2005

ARTICLES OF INCORPORATION

I. The name of this corporation is *Boys & Girls Clubs of the San Geronio Pass*

II A. This corporation is a nonprofit **PUBLIC BENEFIT CORPORATION** and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for:

- public purposes or
- charitable purposes or
- public and charitable purposes.

II B. The specific purpose of this corporation is to inspire and enable all youth to realize their full potential as productive, responsible, and caring citizens by providing stimulating and challenging programs through interaction with dedicated caring people.

III The name and address in the State of California of this corporation's initial agent for service of process is:

Name Barbara Hanna
 Address 4678 W. Hoffer St
 City Banning
 State CA Zip 92220

IV

A. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3), Internal Revenue Code.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

V

The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established its tax exempt status under Section 501(c)(3), Internal Revenue Code.

Barbara Hanna

(Signature of Incorporator)

Barbara Hanna



**AMENDED AND RESTATED
BYLAWS**

of

**Boys & Girls Clubs of the San
Gorgonio Pass**

a California nonprofit public benefit corporation

1. ARTICLE I. NAME AND OFFICE

1.1. Name. The name of the Corporation (the “Corporation”) shall be the “BOYS AND GIRLS CLUBS OF THE SAN GORGONIO PASS” (whose individual clubs may be referred to herein individually, as a “Club” or collectively as the “Clubs”).

1.2. Office.

A. The principal executive office of the Corporation for the transaction of business shall be located at 50 S. 1st St., City of Banning, County of Riverside, and State of California.

B. The Board of Directors (which may also be referred to herein as the “Governing Board”) may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

2. ARTICLE II. PURPOSE AND LIMITATIONS

2.1. Purpose.

A. Organized in 2005 as a nonprofit public benefit Corporation, the specific and primary purpose of the Corporation is to operate and conduct clubhouses for the education, recreation and enrichment of the youth of the San Gorgonio Pass.

B. To meet at all times the Requirements for Membership of the Boys & Girls Clubs of America, incorporated under federal law.

2.2. Limitations. The Corporation is formed solely and exclusively for nonprofit purposes, and not for monetary gain or profit, and no monetary gain or profit shall ever inure from its business to any Director or member of the Corporation. Earnings, if any, shall be used exclusively for the purpose for which the Corporation is formed.

3. ARTICLE III. MISSION

3.1. Mission. The mission of the Boys and Girls Clubs of the San Gorgonio Pass is to inspire and enable all youth to realize their full potential as productive, responsible, and caring citizens.

4. ARTICLE IV. MEMBERSHIP

4.1. Membership. There shall be no voting “members” of the Corporation and all voting and other rights ordinarily vested in a corporate membership shall be vested in the Board of Directors, in accordance with the California Nonprofit Public Benefit Corporation Law. Non-voting youth and other club memberships may be created granting privileges that are subject to terms and conditions as specified by the Board of Directors.

5. ARTICLE V. ELECTION: BOARD OF DIRECTORS

5.1. Nominations.

- A. The Nominating Committee shall select qualified candidates for election to the Board of Directors, as prescribed in these By-Laws, Section 6.2 and 6.3 and Article X, Section 10.1(d)(ii). In October of each year, the Nominating Committee will contact each Board member whose term expires on December 31 of that year and inquire as to whether or not those members wish to continue to serve on the Board.
- B. The Nominating Committee shall make its report at the regularly scheduled November Board meeting of each calendar year. At that time, any Director present may nominate additional persons for nomination to the Board and may speak to the issue of any name in nomination. Notice of the Board Member election meeting will be provided to all Board members 7 days prior to the meeting. Notice will include the slate of candidates.
- C. The election of Directors is an action item on the agenda of the regular meeting held in November of each calendar year.

5.2. Election.

- A. The election of Directors will be conducted by secret ballot at the regularly scheduled November Board meeting. A Director is permitted to submit a written statement regarding his/her vote, which shall be added as an exhibit to the minutes. Secret ballots, with a provision for write-in candidates, shall be available for inspection, in order to comply with fundamental fairness rules inherent in the law.
- B. Before adjournment of the election meeting of the Board of Directors, the members of the Nominating Committee will confidentially tabulate the ballots and report the results, in random order, to the Board.

- C. Members of the Nominating Committee will contact the approved candidates for the Board starting with the candidate who received the most votes to the candidate who received the least votes until all seats are filled.

5.3. Seating of Directors. All elected Directors shall be seated at the January meeting of the Board of Directors and shall be participating members as of January 1. Retiring Directors shall continue to serve until December 31.

6. ARTICLE VI. BOARD OF DIRECTORS

6.1. Powers.

A. General corporate powers. The business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors.

B. Specific powers. Without prejudice to these general powers, the Directors shall have the power to:

- (1) Select and remove all Directors, officers, agents and employees of the Corporation; prescribe any powers and duties for them that are consistent with the law, Articles of Incorporation, and these By-Laws; and fix their compensation.
- (2) Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency or country and conduct business within or outside the State of California, for holding any Directors' meeting or meetings.
- (3) Adopt, make and use a corporate seal and alter the form of the seal.
- (4) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgage, pledges, hypothecations, and other evidences of debt and securities.

6.2. Number and Qualification.

A. The authorized number of Directors at this time shall be not less than **seven (7) or more than twenty-five (25)**. The exact number of

authorized Directors shall be fixed, within the limits specified, by act of the Board. Directors need not be residents of the San Gorgonio Pass and may be any natural person eighteen years of age or older, of good character, and dedicated to the purpose of the Corporation.

- B. Voting power. All voting power in the Corporation shall be vested in the Board of Directors, each Director to have one vote.

6.3. Election and Term of Office.

- A. As long as a quorum is present, Directors may be elected at the May Board meeting, elected to fill a Board vacancy at any time during the year, or elected onto the Board as an additional member at any time during the year, provided the Board size complies with Section 6.2.
- B. Unless sooner removed, Directors shall serve for a two (2) year term, with all terms ending on December 31 of the applicable year. Persons elected as Director may be nominated for re-election as a Director for an unlimited number of consecutive terms.
- C. For Directors elected at the May board meeting, who are filling a vacancy created by another board member's expiring term, their terms shall begin on the July 1 of that year, and expire on June 30 two (2) years later.
- D. If a Director is elected for an initial term at any time to fill a current or upcoming Board vacancy, their term shall begin no sooner than the month following the vacating Board members last attended meeting, and shall end on the date the vacating Board member's term was to end. For Directors elected during the remainder of the year, their initial terms will be prorated either as shorter or longer than two years, and their subsequent terms, if any, shall run for two (2) years as stated above.
- E. If a Director is elected as an additional Board member, their term shall begin on the date they are elected to the Board. If the new additional Director is elected between August and December of any year, their term shall begin on the date elected and end on June 30 of the 2nd year (thus the initial term shall be between 19 and 23 months). If the new additional Director is elected between January and June of any year, their term shall begin on the date elected and end on June 30 of the 2nd year (thus the initial term shall be between 25 and 29 months).

- 6.4. Assessments. The Board of Directors may impose, from time to time, an amount which shall constitute an assessment against voting Directors to fund the general operation of the Board. The assessment shall be voluntary and in no way affect the ability of the Director to serve the Board.

6.5. Vacancies.

- A. Filling a Vacancy. The initial term of a Board member elected to fill a current or upcoming Board vacancy shall be as stated in Section 6.3 above.
- B. Events causing vacancies. A vacancy or vacancies shall be deemed to exist in case of the death, incapacity, resignation or removal of any Director, or
 - (i) the minimum authorized number of Directors is increased, or (ii) if the members fail at any annual or special meeting of the Board at which any Director or Directors are elected, to elect the full authorized number of Directors, (iii) if a Director is absent three scheduled Board meetings within a one year term, he or she shall be eligible for removal. The removal of the Director who has had three absences may appeal to the Board to determine good cause and, should the absences be excused, the Director will be reinstated to continue his/her term. If determined unexcused, the removal will become effective and the Board shall have the power to elect a successor to take office at such time as the removal shall become effective.
- C. Resignations. A vacancy caused by resignation shall become effective upon giving written notice to the Board, unless the notice specifies a later time for the resignation to become effective.

6.6. Removal.

- A. Events causing removal. A Director shall be removed on the occurrence of the following: (i) the declaration by resolution of the Board of removing a Director who has been declared of unsound mind by an order of the court or convicted of a felony or has been found by final order of judgment of any court to have breached a duty under California law, or (ii) the vote of a majority of the Directors to remove a Director.
- B. No vacancy on reduction of number of Directors. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires.
- C. Interested Persons. No more than forty-nine percent (49%) of persons serving on the Board may be "interested persons". An interested person is (i) any person compensated by the Corporation for services rendered to it within the previous twelve months, whether as a full-time or part-time employee, independent contractor, or otherwise (ii) any mother, father, brother, sister, son, daughter, ancestor, descendent, spouse, brother-in-law,

sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such a person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Corporation.

- D. Self-Dealing Transactions. No Director of the Corporation nor any other Corporation, firm, association, or other entity in which one or more of the Corporation's Directors are Directors or have a material financial interest shall be interested, directly or indirectly, in any contract or transaction so long as the material financial interest is fully disclosed in good faith to the Board of Directors at the meeting in which the transaction is authorized.

This Section does not apply to a transaction that is part of an educational or charitable program of the Corporation if it (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism and (ii) results in a benefit to one or more Directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of the Corporation.

7. ARTICLE VII. MEETINGS

- 7.1. Place of Meetings and Meetings by Telephone. All meetings of the Board of Directors shall be held at the principal executive office of the Corporation, or at any other place within or outside the State of California as may be designated at any time by resolution of the Board or by written consent of all voting members of the Board. If consents are given, they shall be filed with the minutes of the meeting. Any meeting may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present, in person, at such meeting.
- 7.2. Annual Meeting/Organizational Meeting.
- A. The annual meeting of the Board of Directors of the Corporation shall be held during the month of December of each calendar year at the place designated in Section 7.01. The annual meeting will be to handle financial matters, committee reports, the election of officers of the Corporation and the transaction of other business.
- B. Immediately following each annual meeting of the Board of Directors, the Board shall hold a regular meeting for the purpose of organization.
- 7.3. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, which includes the meetings outlined in Section 7.02, during the

calendar year at the location stated in Section 7.01. The Board shall fix a date and time for all regular meetings and communicate such date and time to the members of the Board. Further notice of regular meetings, if established, shall not be required. If the day adopted for regular meetings falls on a legal holiday, the meeting shall be rescheduled with proper notice as prescribed in these By-Laws.

- 7.4. Special Meetings. Special meetings of the Board of Directors may be called for any purpose, or purposes, by the Board President/Chief Volunteer Officer, any Vice President, Secretary, Treasurer, or any two Directors.
- 7.5. Notice of Meetings.
- A. Unless not required under provisions of these By-Laws, notice of time and place of meetings shall be given to each Director by one of the following methods: (i) by personal delivery or written notice; (ii) by first class mail, postage prepaid; (iii) by telephone or electronic communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (iv) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address, telephone or e-mail address as shown on the records of the Corporation.
 - B. Notices sent by first class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices must be given by personal delivery, telephone, e-mail, or given to the telegraph company at least forty-eight (48) hours before the time set for the meeting.
 - C. The notices shall state the time and place for the meeting. However, it need not specify the purpose of meeting, or the place of meeting, if it is to be held at the principal executive office of the Corporation.
- 7.6. Quorum. One-half of the current number of Directors shall constitute a quorum for the transaction of any business except adjournment as provided in Section 7.08. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board of Directors, subject to other provisions of the By-Laws and to the provisions of the California Nonprofit Corporation Law; (i) especially those provisions in which a Director has direct or indirect material financial interest; (ii) appoint committees; and (iii) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

- 7.7. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to hold the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.
- 7.8. Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.
- 7.9. Notice of Cancellation. Notice of the time and place of holding a cancelled or rescheduled meeting need not be given unless the meeting is rescheduled for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the cancelled meeting to the Directors who were not present at the time of cancellation.
- 7.10. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all Directors of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.
- 7.11. Compensation of Directors and Committee Members. Directors and members of committees shall not receive any compensation for their duties as Directors or members of committees.
- 7.12. Confidentiality. Any confidential information pertaining to employee matters, member information, legal issues, strategic decisions and general business operations obtained while serving the Corporation, and in the course of discharging their duties, Directors, officers and personnel directly serving the Corporation are bound by an "Oath of Confidentiality". Other confidential information, not presently foreseeable, may also be discussed while in service to the Board. Held to the "Oath of Confidentiality", Directors, officers and personnel serving the Corporation shall not misuse, misappropriate or disclose any such confidential information directly or indirectly to any other person, or use the information in any way, either during the term of their service or at any time thereafter, except as is required in the course of performing their duties or unless

otherwise required by law. All records, files, communications or other records related to the Clubs shall remain exclusively the property of the Clubs and shall not be removed unless necessary in the performance of one's duties, and must be returned to the Clubs in the event the subject individual is no longer a Director, officer or personnel serving the Corporation.

8. ARTICLE VIII. OFFICERS

- 8.1. Officers. The officers of the Corporation shall be Board President/Chief Volunteer Officer, hereinafter referred to as the President, Vice President, Secretary, Treasurer and such other officers, as the Board of Directors shall appoint. Each officer of the Corporation must be a member of the Board of Directors one year prior to election as an officer, and shall become a member of the Executive Committee of the Board of Directors.
- 8.2. Nominations. The Nominating Committee shall select its recommended slate of Officers from the body of continuing Directors and present its report at the regularly scheduled May Board meeting of each calendar year. At the same meeting, any Director present may place names in nomination and may speak to the issue of any name in nomination. No nomination of a candidate for a position as an Officer will be accepted unless the candidate first agrees to fulfill the responsibility as an Officer if elected. As provided in Article V, Nominations, Section 5.1(b), the Secretary shall immediately forward to each Director with the notice of meeting, a report listing the candidates nominated for each of the elected offices.
- 8.3. Election. The Board of Directors shall elect all officers of the Corporation for a term of two years, or until their successors shall be qualified and elected. The election shall occur as follows:
- A. The election of officers will be held at the regularly scheduled December meeting of the Board of Directors. As provided in Article V, Election, Section 5.02(b), the election of officers shall be conducted by secret ballot. Should only one candidate be nominated for each elected office and no nominations are made from the floor, the secret ballot may be dispensed with and the motion to accept the presented slate of officers can be voted on. Officers shall be elected by a majority vote of the Directors present.
 - B. The election of officers is an action item on the regularly scheduled December agenda. At the organizational meeting any Director present may place names in nomination and may speak to the issue of any name in nomination. No nomination of a candidate for a position as an officer will be accepted unless the candidate first agrees to fulfill the responsibility as an officer if elected.

- 8.4. Seating of Officers. Elected officers of the Board of Directors shall assume responsibility of their respective office January 1. Retiring officers shall continue to serve until December 31.
- 8.5. Removal and Resignation. Being first elected Directors, all elected officers of the Board of Directors are bound by the provisions of these By-Laws, Article VI, Resignation, Section 6.5 (b) and Removal, Section 6.6 (a).
- 8.6. Vacancies. A vacancy in any office because of the death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Directors.
- 8.7. President/Chief Volunteer Officer (CVO). The President shall be the Chief Volunteer Officer of the Corporation and shall, subject to the control of the Board of Directors, generally supervise, direct, and control the business and the officers of the Corporation. In addition, the President/CVO shall have the following powers and responsibilities:
- A. Preside at all meetings of the Board of Directors and the Executive Committee.
 - B. Supervise the Executive Director/Chief Professional Officer of the Corporation in the day-to-day operation of the Clubs in a manner consistent with the wishes of the Board of Directors.
 - C. Appoint all committee chairpersons and four Directors to the Nominating Committee with approval of the Board of Directors, and coordinate and manage the efforts of all committees with exception of the Nominating Committee.
 - D. Represent the Corporation in any communication with other Corporations, entities or the public in general.
- 8.8. Vice President. In the absence of the President/Chief Volunteer Officer, the Vice President shall perform all the duties of the President, and when so acting shall have all the power of, and be subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may be prescribed for the office respectively by these By- Laws, Board of Directors or the President.

8.9. Secretary.

- A. The Secretary shall keep and maintain, or cause to be kept and maintained, the book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of the Directors, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meeting on signed attendance sheet, and the proceedings thereof.
- B. The Secretary shall give, or cause to be given, notice of all the meetings of the Board of Directors required by these By-Laws or by law to be given, and shall keep the seal of the Corporation in safe custody, and handle all incoming or outgoing correspondence of the Board of Directors.
- C. The Secretary shall have such other powers and perform such other duties as may be prescribed for the office respectively by these By-Laws, Board of Directors or the Chairman.

8.10. Treasurer.

- A. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct amounts of the properties and business transactions of the Corporation including, but not limited to, accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The books and records of the Corporation shall be maintained at the principal office, and are at all times open to inspection by any Director at any reasonable time, see Article XVI, Fiscal Matters, Section 16.6.
- B. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be ordered by the Board of Directors.
- C. The Treasurer shall disburse, or cause to be disbursed, funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements.
- D. The Treasurer shall render to the President and the Board of Directors at the regular meetings of the Board, or when they request it, an accounting of all the transactions as Treasurer and of the financial condition of the Corporation.

E. The Treasurer shall have such other powers and perform such other duties as may be prescribed for the office respectively by these By-Laws, Board of Directors or President.

8.11. Immediate Past President. The Immediate Past President shall serve on the Executive Committee and shall perform such other duties as may be prescribed for the office respectively by these By-Laws, Board of Directors or President. The Immediate Past President shall serve until the subsequent successor's term of office expires and his/her successor is elected.

9. ARTICLE IX. EXECUTIVE COMMITTEE

9.1. Number and Tenure.

A. The Executive Committee shall consist of the following elected officers:

- (1) President/Chief Volunteer Officer;
- (2) Vice President
- (3) Secretary;
- (4) Treasurer; and
- (5) Immediate Past President.

B. The term of the Executive Committee shall be two years unless elected by the Board to fill a vacancy.

9.2. Duties and Responsibilities.

A. The Executive Committee shall exercise the authority of the Board of Directors in management of the Corporation in connection with ordinary business to be carried on between meetings of the Board of Directors, which include, but are not limited to, reports and recommendations.

B. The Executive Committee evaluates each Board Member annually to qualify them for continuing to serve on the Board. The Executive Committee will make the appropriate recommendations to the Board of Directors. The Board of Directors shall determine the removal of Board Members as prescribed in Article VI, Board of Directors, Section 6.6 (a) (ii).

C. The Executive Committee shall not have the authority of the Board of Directors with regard to the following:

- (1) Hiring, terminating, or fixing compensation of the President/Chief Professional Officer;
- (2) Approval of the annual budget;
- (3) Approval of expenditures exceeding the annual budget by more than three percent (3%) per individual meeting with a cumulative maximum of ten percent (10%) per fiscal year;
- (4) Amend or repeal corporate By-Laws or adopt new By-Laws;
- (5) Election, appointment, or termination of directors or officers;
- (6) Fill vacancies on the Board or any committee of the Board;
- (7) Amend or repeal any resolution of the Board that by its express terms are not so amendable or repealable;
- (8) Create any other committees of the Board;
- (9) Elimination of any program authorized by the Directors;
- (10) Elimination of any fundraising drive or event authorized by the Directors;
- (11) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of the members;
- (12) Approve any contract or transaction to which the Corporation is a party and in which one or more of its Directors has a material financial interest, except as special approval is provided in the Corporation Codes Section 5233(d)(3).

9.3. Quorum. A simple majority shall constitute a quorum for the transaction of business of the Executive Committee.

9.4. Meetings. Meetings shall be held monthly. They shall be posted and conducted in a manner consistent with Article VII, Sections 7.1, 7.3, 7.6, 7.8 and 7.9.

10. ARTICLE X. COMMITTEES

10.1. Committees. The Board of Directors may, by resolution and adopted by a majority of the Board at the annual organizational meeting, designate one or more standing committees each of which shall consist of two or more Directors. To the extent provided in said resolution, the committees named shall have and exercise the authority of the Board of Directors in the management of the Corporation. Further, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director of any responsibility imposed upon it or him/her by these By-Laws or by law.

A. The President of the Board shall appoint all committee chairpersons subject to approval of the Board.

B. All committees shall serve at the pleasure of the Board. No committee shall adopt By-Laws or maintain funds of its own. All committees may have a separate mission statement approved by the Board. Persons appointed in charge of committees shall be recognized as “Chairperson” and by no other title.

C. The Board of Directors shall authorize and define the specific powers and duties of all standing committees in accordance with the Strategic Plan.

D. Standing Committees may include, but are not limited to:

(1) Board Development Committee. The duties and responsibilities of the Board Development Committee are not limited to but shall include: being responsible for the identification, recruitment, , orientation, ongoing education, and recognition of Board members. The board development process will be systematic and provide clearly defined steps to achieve optimum results. Further, the Board Development Committee is responsible for awards and recognition for Board members, including nominations for the Boys & Girls Clubs of America Service Recognition Awards, as well as other awards appropriate for local presentation.

(2) Nominating Committee. The duties and responsibilities of the Nominating Committee are limited to overseeing the nominations and conducting the elections of the Board of Directors and the Officers. At the regularly scheduled Board meeting in March, the Chairman shall appoint four Directors to

serve as the Nominating Committee.

- (3) Budget and Finance Committee. The duties and responsibilities of the Budget and Finance Committee are not limited to but shall include: working with the President/Chief Professional Officer and Treasurer in preparing the annual budget for approval by the Board of Directors; reviews monthly financial statements and presents quarterly Finance report to the Board for approval. Establish policies and procedures for all financial management functions, ensuring appropriate controls and compliance with generally accepted accounting practices.

Resource Development Committee: The duties and responsibilities of the Resource Development Committee are to develop a comprehensive RD plan that would include: diverse, on-going and high yield income streams; establish and implement well-planned and aggressively promoted planned giving programs, including IJTO; and support and actively participate in ad hoc committees formed for annual fundraising events. The committee shall also be responsible for developing and implementing a donor cultivation process.

- (4) Marketing Committee. The duties and responsibilities of the Marketing Committee are not limited to but shall include: developing and carrying out a year-round marketing program that interprets the activities, purpose and needs of the Boys & Girls Clubs and makes use of available media speakers, exhibits, press, radio and television. It cultivates the interest and support of all local newspapers, radio and television stations, invites their representatives to public events of the Boys and Girls Clubs and supplies news items and articles to magazines and other publications. The Committee works with the Chief Professional Officer and the development and marketing staff in preparing news releases, the annual report, pamphlets, flyers and other publicity material. Working with the Executive Director/Chief Professional Officer, the committee shall periodically evaluate the effectiveness of all promotional materials offered by the Corporation and make recommendations to the Board of Directors on their effectiveness. The Committee annually handles the localization and placement of public service television, radio and print ads provided by Boys & Girls Clubs of America. The Committee determines the Corporation's primary media spokesperson in conjunction with the Club's Crisis Management Plan and acquaints Board members with their own personal public

relations responsibilities, obtains biographical information on all Board members from the Board Development Committee, and utilizes the new value of activities performed by Board and staff members. It conducts an annual public relations forum for Board members.

- (6) Auxiliary Boards. The duties and responsibilities of any Auxiliary Board (as defined in Article XI below) are to assist the President and staff in making policy-related decisions by recommending certain courses of action for the Club that they are associated with. Specifically, each Auxiliary Board Member should recommend objectives for its Club. The recommended objectives should be consistent with those of the Corporation and should be based on the resources and needs in the specific Club's community. The Auxiliary Board should also assist the President in the periodic evaluation of its Club in relation to stated objectives. Furthermore, the Auxiliary Board is responsible for identifying and securing community resources to help carry out activities and services. Notwithstanding the duties and responsibilities of the Auxiliary Board, as set forth in this Section, the management of any Club is the responsibility of the President, acting under the direction of the Governing Board. The Auxiliary Board shall have no management rights or responsibilities. Each Auxiliary Board Member shall be required to serve on at least one fund raising committee. Each Auxiliary Board Member may also serve on a standing committee or committees.

E. In the event that any committee is deemed inactive or suspended, the Executive Committee will assume the duties and responsibilities of that respective committee.

- 10.2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors at which a quorum is present. Except as otherwise provided in such resolution, the Chairman of the Corporation shall appoint as many members as are deemed appropriate.
- 10.3. Meetings and Action of Committees. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article VII, Meetings, Section 7.03 of these By-Laws, concerning meetings of Directors, with such changes in the context of those By-Laws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for meetings of Committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Meetings of committees may also be called by resolution of the Board of Directors.

Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board of Directors may adopt rules for the government of any committee not inconsistent with the provisions of these By-Laws.

- 10.4. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors, and/or until his/her successor is appointed, unless such member shall cease to qualify as a member thereof.
- 10.5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointment.
- 10.6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

11. ARTICLE XI. AUXILIARY BOARDS

- 11.1. Auxiliary Boards (which may also be referred to herein individually as a “Community Board” or collectively, the “Community Boards”). The Board of Directors may from time to time elect to form an Auxiliary Board for any of the Clubs. Any Auxiliary Board formed by the Board of Directors shall function as a standing committee, as set forth in Section 10.1.D above, but members of an Auxiliary Board are not members of the Board of Directors, shall have no voting authority and shall not be considered a subdivision of the Board of Directors. Any Auxiliary Board formed by the Board of Directors shall serve at the pleasure of the Board of Directors and shall have no authority or responsibility to manage the business, property and affairs of the Corporation.

12. ARTICLE XII. ADVISORY COUNCIL

- 12.1. Advisory Council. The Board of Directors may create Advisory Council. The Advisory Council shall be composed of persons who are scholars and experts in the fields of interest to the Corporation or whose expertise and support may otherwise further or have furthered the work of the Corporation. The specific functions of the Council shall be as established by resolution of the Board of Directors. Persons serving on the Advisory Council may also serve on Board committees and attend Board of Directors meetings. The appointment of Advisory Council members, and the term of such appointment, shall be as determined by the Board of Directors.

13. ARTICLE XIII. PRESIDENT/CEO/CPO

13.1. Employment. The Board of Directors shall employ an Executive Director/Chief Professional Officer of the Corporation, fix compensation and prescribe the terms of employment.

- A. In January of each calendar year, the President/Chief Volunteer Officer and all other elected officers holding office at year-end shall meet with the “President” for an annual review and evaluation of his/her performance.
- B. The Executive Director’s review and recommendations, with respect to continued employment and salary increases, shall be presented to the Board of Directors at their next regular meeting.

13.2. Duties and Responsibilities. In accordance with the elements of competence established for Boys and Girls Club executive, the Executive Director/Chief Professional Officer is responsible for overseeing strategic planning and operation of the Clubs, in support of organizational mission and goals as set forth by the Board of Directors of the Corporation. The Executive

Executive Director/Chief Professional Officer provides leadership, direction and support to the Board of Directors in developing organizational goals, attaining/allocating resources, and establishing policies. He/She also provides leadership and direction to staff management in carrying out the key roles assigned to them. The Executive Director/Chief Professional Officer reports directly to the Board of Directors and shall be ex-officio member of all committees.

14. ARTICLE IVX. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

14.1. Proceedings. To the fullest extent permitted by law, the Corporation shall indemnify its directors, officers, employees, and other persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding” as that term is used in that section, and including an action by or in the right of the Corporation, by reason of the fact that the person is or was a person described in that section. “Expenses” as used in this By-law, shall have the same meaning as in that section of the Corporation Code.

14.2. Board Authorization. On written request to the Board by any person seeking indemnification under Corporations Code section 5238(b) or section 5238(c), the Board shall promptly decide under Corporation Code section 5238(e) whether the applicable standard of conduct set forth in Corporation Code section 5238(b) or section 5238(c) has been met and, if so, the Board shall authorize indemnification. If the Board cannot authorize indemnification, because the number of Directors

who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Directors who are not parties to that proceeding, the Board shall promptly call a meeting of members. At that meeting, the members shall determine under Corporations Code section 5238(e) whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

- 14.3. Advancement of Expenses. To the fullest extent permitted by law and except as otherwise determined by the Board in a specific instance, expenses incurred by a person, seeking indemnification under these By-laws in defending any proceeding, shall be advanced by the Corporation before final disposition of the proceeding. On receipt by the Corporation of an undertaking by or on behalf of that person the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the Corporation for those expenses.

15. ARTICLE XV. FISCAL MATTERS

15.1. Contracts or Contract Agreements.

The Board of Directors, except as in these By-Laws as otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

- 15.2. Purchases of \$5,000 or More. The President/Chief Professional Officer, on purchases of \$5,000 or more, shall secure a minimum of three (3) bids. The President/Chief Professional Officer may select the acceptable bid on purchases up to \$5,000, unless previously approved in the annual budget, or a special activities budget. For purchases in excess of \$5,000, the Board of Directors shall select the acceptable bid.

15.3. Payment by Check or Draft.

- A. All checks, drafts or other orders for payment of money, note or other evidence of indebtedness, issued in the name or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

- B. Disbursement of funds exceeding \$5,000 shall be made by check with two signatures required: that of the President/Chief Professional Officer, and/or the Director of Operations, and/or one (1) member of the Executive Committee or by two (2) members of the Executive Committee.
- 15.4. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.
 - 15.5. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the Corporation.
 - 15.6. Books, Records and Inspection Rights. The Corporation shall keep at the principal office correct and complete books and records of accounting, minutes of the proceedings of its Board of Directors and Committees having any authority of the Board of Directors, a copy of the By-Laws as amended or otherwise altered to date, and a record giving the names and addresses of the Directors entitled to vote. A Director or his agent or attorney may inspect all books and records of the Corporation for any proper purpose at any reasonable time.
 - 15.7. Fiscal Year. The fiscal year of the Corporation shall be the calendar year ending December 31.
 - 15.8. Annual Report. The annual report referred to in the California Nonprofit Corporation Law is expressly dispensed with, but nothing in these By-Laws shall be interpreted as prohibiting the Board of Directors from issuing such annual or periodic reports to any person, as the Board considers appropriate. However, within 120 days of the close of its fiscal year, the Corporation shall provide to the Directors a report containing the following information in reasonable detail:
 - A. The assets and liabilities, including the trust funds of the Corporation as of the end of the fiscal year.
 - B. The principal changes in assets and liabilities, including trust funds, during the fiscal year.
 - C. The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
 - D. The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.
 - E. Any information required by California Corporations Code Section 6322.

16. ARTICLE XVII. GENERAL PROVISIONS17.1. Non-Partisan Activities.

- A. This Corporation has been formed under the California Nonprofit Public Benefit Corporation Law for public benefit purpose described in Article II, Purpose, Section 2.1 (a), (b) and 2.2, and it shall be nonprofit and nonpartisan. No part of the activities of the Corporation shall consist of the publication or dissemination of material with the purpose of attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for vote.
- B. The Corporation shall not engage in any activities or exercise any powers that are not in furtherance of the purpose described above.

16.2. Parliamentary Procedure. Proceedings of the Corporation meetings shall be governed and conducted in accordance with the latest edition of Roberts Rules of Order, except as otherwise provided herein.

16.3. Amendments. These By-Laws may be amended and restated or repealed and new By-Laws adopted by the vote or written consent of a majority of the voting Directors at any regular or special meeting at which a quorum is present.

16.4. Dedication of Assets. The properties and assets of this nonprofit Corporation are irrevocably dedicated to charitable purposes. No part of the net earnings, properties or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual or any member or Director of the Corporation. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to the Boys & Girls Clubs of America. If for any reason, the Boys & Girls Clubs of America should not accept all property and assets and obligations, the Board of Directors of the Corporation may select such other nonprofit charitable Corporation or Corporations as shall at that time qualify as a tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code of 1954, as amended, or corresponding provisions of any subsequent federal tax laws so that the business properties and assets of the Corporation shall in such event be used for and devoted to the purpose of providing Boys & Girls Clubs of the San Gorgonio Pass activities.

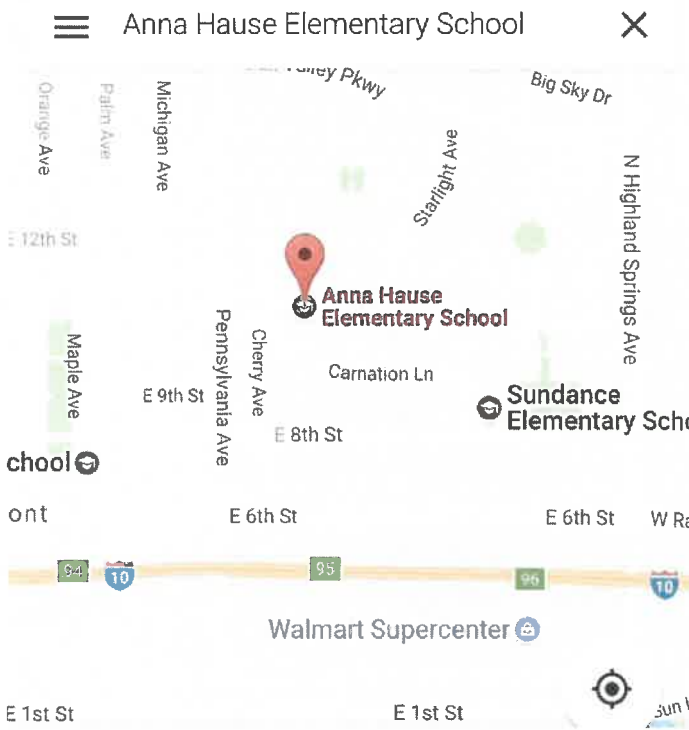
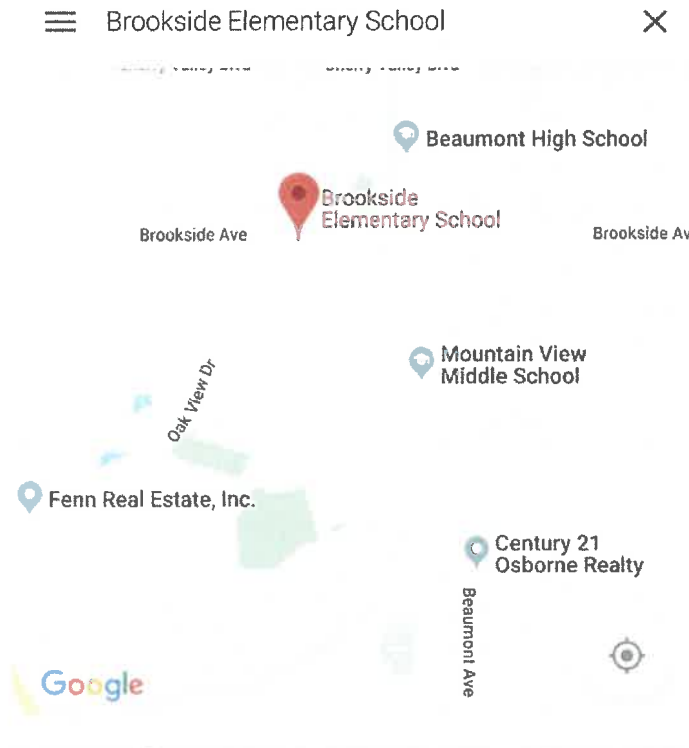
CERTIFICATE OF SECRETARY

I, Katryn Robinson, hereby certify that I am the Secretary of Boys and Girls Clubs of the San Geronio Pass and the above Bylaws are the Bylaws of the Corporation adopted by the Board of Directors on April 19th, 2013.

Executed on April 19th, 2013, at Banning, California.

Katryn Robinson, Secretary

Project Activity Maps





**BOYS & GIRLS CLUBS
OF AMERICA**

LETTER OF AGREEMENT

February 6, 2019

Amy Herr
Chief Executive Officer
Boys & Girls Clubs of the San Gorgonio Pass
240 W Ramsey St
Banning, CA 92220-4821

SUBJECT: Mentoring Youth At-Risk # OJP 2018-43469

Dear Ms. Herr:

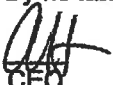

I am pleased to inform you that the **Boys & Girls Clubs of the San Gorgonio Pass** (your organization), DUNS number 004791886, has been selected by Boys & Girls Clubs of America (BGCA) to participate in the federally funded project, **Mentoring at Boys & Girls Clubs (OJP 2018)**, funded through the Office of Juvenile Justice and Delinquency Prevention (OJJDP), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ). [(OJJDP FY 2018 Mentoring Opportunities for Youth Initiative; Office of Justice Programs Award Number 2018-JU-FX-0013 awarded September 29, 2018 for \$24.5 million; CFDA #16.726; federal fiscal year 2018)].

Your organization will receive this mentoring grant in the amount of up to \$10,000 to be used for allowable expenses associated with this initiative. Please note that indirect costs may be charged to OJP 2018 grants. You may elect to charge indirect costs at your organization's current negotiated indirect cost rate. If your organization has never had a negotiated indirect cost rate, you may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. While indirect costs are allowable, organizations are not required to charge indirect costs to OJP 2018 grants. It is important to note that the methodology chosen for indirect costs must be used consistently for all federal awards.

All grant funds must be appropriately expended or obligated between February 1, 2019 and December 31, 2019. I encourage you to use this grant to secure matching funds from local sources.



Grant Requirements

By no later than December 31, 2019 (and earlier if specifically noted herein), your organization will:

- 


1. **Mentorships:** Match at least 13 youth with an appropriate mentor at the following Club site: **Boys & Girls Club of the San Gorgonio Pass**. Mentors may be volunteers, professional staff or peers. Each mentor may be assigned more than one mentee. These mentorships cannot be attributed to any other grant or restricted funding source. For future reference and to provide a sufficient audit trail, appropriate records must be maintained documenting the grant-related mentorships, including case management files. Additional information may be found on the BGCA Federal Grants Department webpage.

Mentors must be appropriately screened and have successfully passed all required background checks per BGCA Membership Requirements. All mentoring activities and interactions should be site-based to take place at the Boys & Girls Club.

- 


2. **Evidence-Based Program:** Ensure that all youth mentored complete a full program cycle of an approved evidence-based program as outlined in the applicable program materials. (BGCA's Project Learn and SMART Leaders programs currently qualify as OJJDP-approved evidence-based programs. The Positive Action program is also



OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF RIVERSIDE
3960 ORANGE STREET
RIVERSIDE, CALIFORNIA 92501-3643

MICHAEL A. HESTRIN
DISTRICT ATTORNEY

December 5, 2018

Megan Grisham
Boys & Girls Clubs of the San Geronio Pass
PO Box 655
Beaumont, CA 92223

Subject: Riverside County Asset Forfeiture Special Fund Request

Dear Ms. Grisham:

The Riverside County Asset Forfeiture Special Fund Committee met and considered your request. The Committee is pleased to enclose a check in the amount of \$5,000.00 for your SMART Youth program.

The funds awarded were acquired through the Asset Forfeiture Program. Through asset forfeiture funding, it is our mission to support the development and continuation of positive intervention programs for high-risk elementary and secondary school age students. By statute, these funds are to be used for the sole purpose of funding programs designed to combat drug abuse and divert gang activity.

As a result of the passage of SB 443, which was signed by Governor Brown on September 29, 2016 and went into effect on January 1, 2017, new limits have been placed on California civil narcotic asset forfeiture. This has decreased the total amount of money that is forfeited to the state and, consequently, has also decreased the amount that is deposited into the Asset Forfeiture Special Fund. Therefore, distributions are lower this year than they have been in recent years.

On behalf of the committee, we appreciate the commitment to community service demonstrated by your organization. It is hoped that the enclosed resources will assist your organization in continuing to provide its invaluable services to the citizens of Riverside County.

Thank you for your request and we wish your organization every success.

AF Special Fund Committee:

Michael Hestrin, District Attorney
Stanley Sniff, Sheriff
Mark Hake, Chief Probation Officer
Sergio Diaz, Chief of Police, City of Riverside

Very truly yours,

MICHAEL A. HESTRIN
District Attorney

MAH:lt
Enclosure



MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the Los Angeles Boys & Girls Club (LABGC) and Boys + Girls Clubs of the San Geronimo Pass for the benefit of youth in the local community for the summer of 2019.

Los Angeles Boys & Girls Club will:

- Facilitate funding for summer enrichment services for summer 2019 at the below rate for each group of 30 youth with complete files submitted and approved:
 - \$300/week for each non-credentialed instructor;
- Provide orientation and sample files to help ensure all required registration documents are funding compliant;
- Provide online platform for instructors to upload required work samples, such as Google Drive;
- Provide technical support & assistance as needed;
- Review all files for completeness and accuracy;
- Submit billing to main funder;
- Pass through reimbursement funds at above rate, following the audit and approval of all submitted files;

Subcontractor Boys + Girls Clubs of the San Geronimo Pass will:

- Provide enrichment services for the summer;
- Ensure all instructors have cleared full background checks; in compliance with Boys & Girls Club standards;
- Provide instructional space and materials needed;
- Ensure compliance with the following funding requirements:
 - A file containing registration paperwork for each child with
 1. Registration forms;
 2. Report card or other acceptable form of DOB verification;
 3. Bill with current address;
 - Provide one (1) work sample for each student per week for a minimum of (6) samples
- Ensure instructors comply with safety regulations including no 1:1 interactions with youth;
- Provide assistance to and supervision of instructors as needed;
- Submit complete files to Los Angeles Boys & Girls Club.


Executive Director/CPO

6-1-19
Date

Juana Lambert, Executive Director
Los Angeles Boys & Girls Club

Date



**BOYS & GIRLS CLUBS
OF AMERICA**

LETTER OF AGREEMENT

May 25, 2018

Amy Herr
Chief Executive Officer
Boys & Girls Clubs of the San Geronio Pass (Org GID #27328)
240 W Ramsey St
Banning, CA 92220-4821

Subject: 2018 Planet Fitness Positive Club Climate Grant LOA (LOA #FO127227)

Dear Amy:

I am pleased to inform you that Boys & Girls Clubs of the San Geronio Pass has been selected by Boys & Girls Clubs of America (BGCA) to receive \$2,500 in order to provide professional development trainings to better equip staff to focus on creating a High Quality Club Experience, one that is particularly emotionally safe. This opportunity is made possible through Planet Fitness. The grant period is May 31, 2018 to December 31, 2018. This Letter of Agreement (LOA), once signed, will signify your acceptance of the partnership and your agreement to fulfill the grant requirements.

The signed LOA must be submitted to BGCA no later than June 4, 2018. Please do not make any changes to the LOA without first consulting your BGCA contact Morgan Mabry, Director, Youth Development Programs, mmabry@bgca.org, 404-487-5434. This LOA, delivered via email, is your official award document. Hard copy documents, including the LOA, will not be mailed to grant recipients.

Boys & Girls Clubs of the San Geronio Pass agrees to the following requirements:

Program Requirements

1. August 2018: All front-line staff participate in the prerequisite web-based Distance Learning Course entitled "Emotions Matter".
2. September 2018: All front-line staff participate in a web-based Learning Coach Module training entitled "Creating Collaboratives", facilitated by your organization's Certified Learning Coach on Positive Club Climate and receive resources to share with their Club.



BOYS & GIRLS CLUBS
OF THE SAN GORGONIO PASS

January 26, 2018

Jan Wages, Program Manager
Laura May Stewart Foundation
PO Box 235
Banning, CA 92220

Dear Jan and Laura May Stewart Committee Members,

First, let me take this opportunity to thank you for the generous support you have provided our organization and our youth members over the past many years. The impact of these dollars has been great and this year, it has allowed our members the opportunity to venture into the art of music. As you know, this past year, we made a different type of request because we have a new home and new programs.

In May of 2016, the Boys & Girls Clubs of the San Gorgonio Pass entered into a new and exciting venture, the purchase of our first stand alone, traditional clubhouse (Teen Center) building. The building is located at 240 W. Ramsey in Banning. Our Teen Director, Shane Arch is a professional musician and has been working with the members on writing, recording and editing their own original music.

In order to allow our kids exposure to a higher end program, the sound room and necessary equipment have been purchased with the generous grant from the Laura May Stewart Foundation. We have attached the receipts from the purchase from Vocalbooth.com and Guitar Center.

We would love to have the committee come down to the clubhouse so the kids can show you what they are learning.

On behalf of the Board of Directors of the Boys & Girls Clubs of the San Gorgonio Pass, I would like to thank you for the \$6,000 grant and for providing our members with such a wonderful opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Herr', written in a cursive style.

Amy Herr, CEO

P.O. Box 655
Beaumont, CA 92223
(951) 922-3259
www.bgcsgpass.com

Subject: Fwd: Bank of America Inland Empire Grant Notification

From: bgcmegan@yahoo.com

To: bgcmegan@yahoo.com

Date: Monday, September 24, 2018 02:19:55 PM PDT

Sent from my iPhone

Begin forwarded message:

From: "Paredes, Cathy" <c.paredes@bankofamerica.com>

Date: May 16, 2017 at 12:00:38 PM PDT

To: "bgcmegan@yahoo.com" <bgcmegan@yahoo.com>, "jathherr@gmail.com" <jathherr@gmail.com>

Cc: "Arguello, Alfred J" <alfred.j.arguello@bankofamerica.com>, "Johnson, Olivia (LAN-WSW)" <OJohnson@webershandwick.com>

Subject: Bank of America Inland Empire Grant Notification

On behalf of Al Argüello, Bank of America Inland Empire Market President, it is our pleasure to inform you that the Bank of America Charitable Foundation has approved a grant to BOYS & GIRLS CLUBS OF THE SAN GORGONIO PASS in the amount of \$5,000 for the purposes outlined in your recent proposal. We would like to schedule check presentations with all of our nonprofit partners in the Inland Empire the week of June 5-9. *On Wednesday, June 7 at 2:00 pm at the Beaumont Financial Center at 1672 E 2ND ST, we will be awarding all of our partners from your area. Please confirm that someone can attend that award presentation.*

We'd also love to work with you in promoting this grant and our partnership with your organization. Our public relations team Weber Shandwick will connect with your organization to discuss possible media opportunities, including social media outreach. I've copied them on this message. Please connect us with the right member of your team to discuss media. Our public relations team, Weber Shandwick, is copied on this message and will connect with your organization separately to provide social media guidance and discuss publicizing the announcement. I've also included a copy of our logo and an agreement for you to sign and return to me.

We're very proud to partner with outstanding organizations like yours to help make Inland Empire a better place. We thank you for the tireless work you perform to provide opportunity and improve the quality of life in our community.

Regards,

United Way 2018

Awarded: \$8,000 for Goals for Graduation program

LOA was received by United Way, but was not sent back to BGCSGP

Representatives forgot to bring signed LOAs and never sent back out. Reporting remained the same as past years



CONGRATULATIONS! Can we meet?

December 15, 2017 at 2:55 PM

Found in Inbox

Dear Friend,
Congratulations!

We had sent a letter referencing your Community Impact Grant Application approval notice and funding amount. It was sent with a "return receipt" signature required. *It seems that some of you are not as yet in receipt of the letter, so I am sending this for 2 reasons. The first - Congratulations... but the second (short notice, I know):*

Do you have any time on Tuesday the 19th of December? We would like to come by and present you with a check, and as well, to thank you for the work you are going to do in your communities. I would appreciate it if you could respond by letting me know if:

1. You and your team will or will not be available
2. If available, what timeframe would be convenient... *(& please let me know if you received the letter of intent to fund.)*

Thank you for your time and flexibility. Do not hesitate to connect with me by Monday morning via returned email response.

****Most important... Don't worry about the signature page of the Intent to Fund Letter... as we will supply copies for you on our arrival.****

Boys & Girls Clubs of the San Gorgonio Pass, Inc.
Statement of Financial Income and Expense
July 2018 through June 2019

	<u>Jul '18 - Jun 19</u>
Ordinary Income/Expense	
Income	
42000 · PROGRAM FEES	
42100 · Youth Member Dues	5,580.00
42200 · Day Camp	
42203 · Day Camp-Multiple Camps	9,483.00
42215 · Day Camp Summer-Bmnt	35,123.66
Total 42200 · Day Camp	44,606.66
42700 · PROGRAM INCOME	588,329.65
Total 42000 · PROGRAM FEES	638,516.31
43400 · FUND RAISERS	
43425 · Horses & Hattitudes-income	
43425a · H&H Event Tickets	4,360.00
43425b · H&H Sponsorships	8,100.00
43425c · H&H Funny Money	20.00
43425d · H&H Donations	149.00
43425e · H&H-In Kind Income	1,927.27
43425f · H&H Raffle Tickets	2,813.00
Total 43425 · Horses & Hattitudes-income	17,369.27
43430 · Chances & Cheeses-Income	
43430a · C&C Event Tickets	2,460.00
43430b · C&C Sponsorships	2,850.00
43430d · C&C Donations	2.00
43430e · C&C In Kind income	1,445.62
43430f · C&C Raffle Tickets	1,365.00
43430g · C&C drink tickets	232.00
Total 43430 · Chances & Cheeses-Income	8,354.62
Total 43400 · FUND RAISERS	25,723.89
44800 · CONTRIBUTIONS	
44840 · Corporation Support	44,869.31
44850 · Individuals & Giving Campaigns	9,369.95
44851 · AmazonSmile Campaign	177.49
44860 · Scholarship Funds	44,572.00
44870 · Grants - Foundations	
44801 · Laura May Stewart	6,000.00
44804 · Bank of America	
44804b · Bank of America-Goals for Gradu	5,000.00
Total 44804 · Bank of America	5,000.00
44836 · United Way	
44836a · United Way Goals For Graduation	8,168.68
Total 44836 · United Way	8,168.68
44873 · Grant-BGCA	10,000.00
Total 44870 · Grants - Foundations	29,168.68
44880 · Grants - Government	
44820 · CDBG Grant	
44883 · City CDBG Beaumont	20,000.00
44884 · County CDBG	5,000.00
Total 44820 · CDBG Grant	25,000.00
44830 · OJP	10,000.00
44881 · ASES Prop 49	639,528.94
44880 · Grants - Government - Other	5,000.00

Boys & Girls Clubs of the San Geronio Pass, Inc.
Statement of Financial Income and Expense
July 2018 through June 2019

	<u>Jul '18 - Jun 19</u>
Total 44880 - Grants - Government	679,528.94
Total 44800 - CONTRIBUTIONS	807,686.37
47500 - In Kind Income	
47501 - In Kind Inc-Office	636.19
47502 - In Kind Inc-Program	76,742.13
Total 47500 - In Kind Income	77,378.32
Total Income	1,549,304.89
Gross Profit	1,549,304.89
Expense	
60000 - PAYROLL EXPENSES	
60010 - Admin Wages	
60011 - Admin Wages Exec.Dir.	82,078.56
60017 - Admin Wages Bookkeeper	33,254.14
60019 - Admin Wages Office Clerk	669.50
Total 60010 - Admin Wages	116,002.20
60020 - Program Wages	
60020a - Program Wages Program Director	57,392.69
60024 - Program Area Supervisor	13,727.39
60025 - Program Wages Site Director	271,851.55
60026 - Program Wages Site Lead	110,006.87
60028 - Program Wages Y.D.P.	302,601.63
Total 60020 - Program Wages	755,580.13
60030 - Payroll Taxes	91,154.06
62150 - Payroll Service Fees	5,460.75
64100 - Medical - Employee	24,356.70
64340 - Long Term Disability Ins	2,717.56
64345 - Life Ins	362.18
64370 - Workers Comp Ins	20,472.55
65008 - Background Check/Drug Screening	5,126.84
65345 - Pension	25,510.17
60000 - PAYROLL EXPENSES - Other	-0.19
Total 60000 - PAYROLL EXPENSES	1,046,742.95
60900 - Business Expenses	
60902 - Audit	6,000.00
60903 - Interest Expense	
60903a - Interest Loan 240 W Ramsey	12,315.54
Total 60903 - Interest Expense	12,315.54
60910 - Fundraiser Expenses	
60933 - Chances & Cheeses-Expenses	
60933a - Chances & Cheeses-Expenses	2,417.42
60933b - C&C In Kind items	1,154.72
60933c - C&C In Kind services	290.90
Total 60933 - Chances & Cheeses-Expenses	3,863.04
60935 - Duck Derby-Expenses	48.59
60940 - Horses & Hattitudes-expenses	
60940a - H&H - Expenses	8,910.11
60940b - H&H - In Kind item	1,840.00
60940c - H&H - In Kind services	87.27
Total 60940 - Horses & Hattitudes-expenses	10,837.38
Total 60910 - Fundraiser Expenses	14,749.01
60950 - Board Expense	

Boys & Girls Clubs of the San Geronio Pass, Inc.
Statement of Financial Income and Expense
July 2018 through June 2019

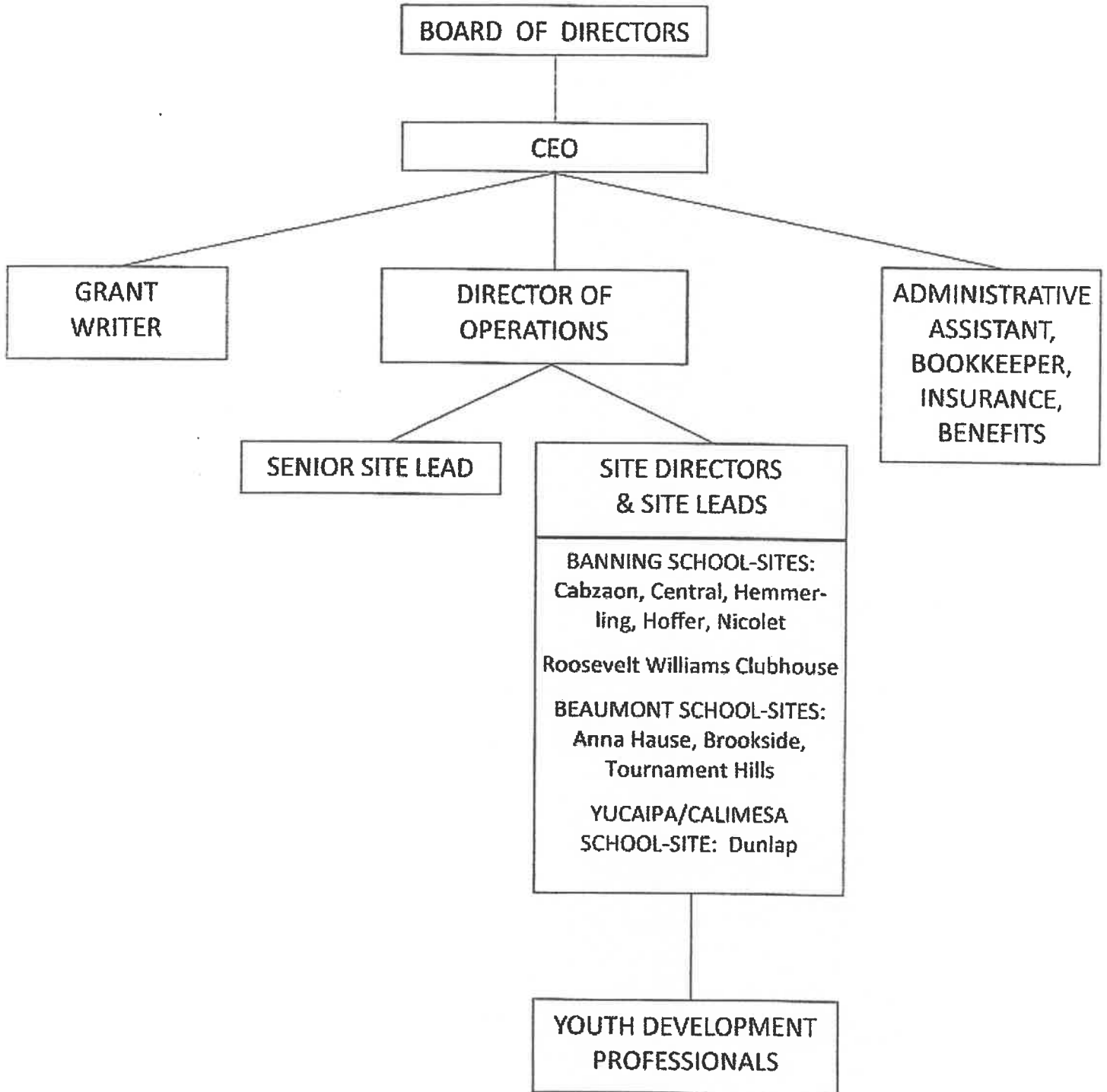
	<u>Jul '18 - Jun 19</u>
60956 · Board Supplies	1,557.62
Total 60950 · Board Expense	1,557.62
Total 60900 · Business Expenses	34,622.17
62100 · CONTRACT SERVICES	
62130 · Bank Service Fees	346.08
62133 · Credit Card Finance Charges	1,936.99
62140 · Legal Fees	8,099.00
62175 · Credit Card Processing Fees	11,313.12
Total 62100 · CONTRACT SERVICES	21,695.19
62800 · FACILITIES & EQUIPMENT	
62804 · Building Renovation	11,178.97
62805 · Building Repair	1,283.00
62835 · Property Taxes	69.90
62845 · Equip-Copier Lease	3,868.23
62900 · Lease/Rent	2,154.00
62950 · Security	594.00
62960 · Maintenance & Cleaning Supplies	4,676.96
62970 · Vehicle Fuel	553.14
62980 · Vehicle Maintenance	270.06
62990 · Vehicle Registration & Licenses	830.00
Total 62800 · FACILITIES & EQUIPMENT	25,478.26
64000 · INSURANCES	
64150 · Accident and Medical	1,855.00
64320 · D&O Liability	3,760.00
64330 · General Liability	14,241.08
64333 · Flood Insurance	-3,470.35
64335 · Vehicle Insurance	3,891.61
Total 64000 · INSURANCES	20,277.34
65000 · OPERATIONS	
65005 · Awards & Gratuities	2,824.46
65011 · Field Trips	718.05
65012 · Summer Program	
65013 · Summer Supplies	4,080.75
65014 · Summer Field Trips	559.22
65016 · Summer Camp Scholarships	978.00
Total 65012 · Summer Program	5,617.97
65018 · Computers, Cameras & Printers	6,113.92
65019 · Conferences	2,146.70
65020 · Dues & Subscriptions	7,743.90
65037 · In-Kind Supplies Program	76,742.13
65039 · Invoicing Software-Wave	5,400.75
65040 · Marketing/Advertising	1,301.60
65043 · Meetings	
65044 · Meetings Admin	475.37
65045 · Meetings Staff	3,058.03
Total 65043 · Meetings	3,533.40
65047 · Miscellaneous	0.00
65049 · NonProfit Business Reg/Lic Fees	260.00
65050 · Office Supplies	10,174.03
65060 · Postage	560.27
65065 · Program Special Events	9,168.85
65070 · Printing & Copies	3,491.12
65080 · Scholarship Members	43,594.00
65085 · Software	3,277.90
65090 · Supplies Program Sites	58,118.56
65200 · Telecommunications/Telephone	

Boys & Girls Clubs of the San Geronio Pass, Inc.
Statement of Financial Income and Expense
July 2018 through June 2019

	<u>Jul '18 - Jun 19</u>
65201 · Phone landline/internet office	2,741.47
65208 · Phone wireless	11,400.86
Total 65200 · Telecommunications/Telephone	14,142.33
65210 · Training	4,146.74
65230 · Uniforms	5,105.90
65233 · Use Tax	914.00
65235 · Utilities	4,907.71
65240 · Website Domain	754.40
Total 65000 · OPERATIONS	270,758.69
Total Expense	1,419,574.60
Net Ordinary Income	129,730.29
Other Income/Expense	
Other Income	
46400 · OTHER INCOME	
45030 · Interest Income	367.88
Total 46400 · OTHER INCOME	367.88
Total Other Income	367.88
Net Other Income	367.88
Net Income	130,098.17



**BOYS & GIRLS CLUBS
OF THE SAN GORGONIO PASS**





BOYS & GIRLS CLUBS
OF THE SAN GORGONIO PASS

Board Meeting Minutes – August 16, 2019

In Attendance:

Board Members: Phil Hutchins, Linda Hanley, Linda Molina, Tammy Carter,

Staff Members: Amy Herr, Terri Rigali (DOD)

Not Present: Johana Carpio, Ali Ahmed

The meeting was called to order at: 8:07 am

Mission Statement: Phil read our mission statement.

Consent Items: No Consent Items

Board Chairman's Report: [REDACTED]

Executive Director's Report:

- **Summer Camp Video:**
- **Back to School Update (trainings and first week):**
- **Fall Signups update:** Enrollment is up. Waiting lists at all sites except for two sites.
- **Security Cameras:** Installed! By company in Palm Springs (\$4k lower bid)
- **State Farm grant:** [REDACTED]
- **Shoe and Backpack giveaway:** 547 kids showed and received pairs of shoes. Kids were able to pick their own shoes and backpacks.
- **New Hires:** 4 new hires going through background checks and in-processing.

Committee Reports:

- **Safety Committee:**
 - Hearst, CT Publication

Unfinished Business:

- **Chances and Cheeses:** Nov 21st at Teen Center. Less Tix & increase to \$40.
- **Horses & Hattitudes:** May 21st or 28th 2020. Checking dates for Four Seasons.
- **Aileen Flores (Potential Board Member):** Waiting on approval from SCE.
- **Discussion regarding need for staff person (grants and RD):**

Motion: A motion was made by Phil to approve the hiring of RD/Grant Writer. The motion was seconded by Tammy. The motion was approved unanimously.
- **Amy's CEO Annual Review:**



BOYS & GIRLS CLUBS
OF THE SAN GORGONIO PASS

New Business:

- **CDBG Authorization to Bill:**
- **Motion:** A motion was made by Tammy for the board to authorize Megan Grisham to bill and execute the 2019-2020 CDBG Camp Kids Grant and to apply for and execute the CDBG application for the 2020-2021 year. The motion was seconded by Linda M. The motion was approved unanimously, and The Board authorizes Megan Grisham to bill and execute the 2019-2020 CDBG Camp Kids Grant and to apply for funds through the city of Banning, Beaumont and County for the 2020-21 year.
- **Teri Rigali, DOD and Emerging Markets update:**
- **Johana request for Room Dedication:** [REDACTED]

Upcoming Events:

- Aug 23: Last day to vote for State Farm grant
- Sep 20: **Next board meeting** at 8:00am
- Nov 21: Chances & Cheeses at 6:00pm, Teen Center

Meeting Adjournment:

- A motion to adjourn was made by Phil and seconded by Tammy. The motion passed unanimously.

The meeting was adjourned at: 9:45am

COUNTY OF RIVERSIDE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR CITY OF Beaumont
2020 - 2021 COOPERATING CITY ALLOCATION

I. GENERAL INFORMATION

Applicant Name: Life Lifters International

Type of Organization: Non-Profit Organization Faith Based Organization
For-Profit Organization Institution of Higher Education
Cooperating City

Address: P.O. Box 6166

City: Riverside Zip Code: 92518

Mailing Address: P.O. Box 6166

City: Riverside Zip Code: 92518

Telephone Number: 760-819-1006 Fax Number: n/a

Executive Director/City Staff: Tracey Holcomb

Telephone Number: 760-819-1006 E-mail: lifeliftersinternational@gmail.com

Program Manager: Monique Lumpkin

Telephone Number: 951-385-1741 E-mail: lli.coo2019@gmail.com

Grant Writer: Sara Cortes de Pavon

Address (if different from above): 3345 Heliotrop St.

Telephone Number: 951-318-1404 E-mail: scortesdepavon@gmail.com

II. ORGANIZATIONAL HISTORY (This is applicable only if you are a non-profit organization)

Date Organization founded: June 15, 2012

Date Organization incorporated as a non-profit organization (Attach Articles of Incorporation and Bylaws): 6/15/12

Federal identification number: 45-5334930

DUNS Number: 068530014

Organization Web Address: www.lifeliftersinternational.org

Does your Organization expend \$750,000 or more a year in federal funds? Y or N Agenda Item No. 15.

Number of paid staff: 6

Number of volunteers: 4

Members/Board of Directors (Attach): see attachment

III. PROJECT ACTIVITY

A. Name of Project: Diamonds & Pearls Mentoring Program

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN:

City: Beaumont

Zip Code: 92223

C. CDBG Funds Requested: \$20,000

(total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

E. In which City (ies)/Communities does the activity occur?

City (ies): City of Beaumont

Community (ies): Female students from the school district
Grades 9-12 and their mothers.

NOTE: EDA will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

A CDBG application will be submitted for the same program to the County of Riverside.

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

H. Respond to A & B only if this application is for a public service project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved? Yes, with more funding we will be able to provide more services to clients.

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

The Diamonds & Pearls Mentoring program provides female students, grades 9-12 & mothers with opportunity for mentoring in a small group environment. Our clients meet twice a month, on the first and third Saturday, for 4 hours of programming. Our curriculum is taught by experienced professionals in their respective fields and includes: Restorative Justice, Team Building, Emotional Intelligence, Post Secondary Education, First Generation Experience, College Tours, Vision Boards, Financial Literacy, Resume Building, Mock Interviews, Professional development, CPR/AED/First Aid certification, anti-bullying & suicide prevention training, and Ballroom Dancing

At the end of their program, a graduation is held where the participants friends, family community are invited to.

B. Provide a detailed description of the proposed use of the CDBG funds only (e.g. construction design, purchase of specific equipment, rent, supplies, utilities, salaries, etc.):
 CDBG funds will be used for the following programmatic items:

- Instructor Salaries
- Tutoring- 8 sessions
- Instructor mileage
- General program & class supplies/materials
- Printing
- CPA/book keeper expenses
- Van rental for college tours
- Program shirts for participants- must be worn at each class meeting

C. What are the goals and objectives of the project, service, or activity? How will you measure and evaluate the success of the project to meet these goals and objectives (measures should be qualitative)?

The goal of the Diamonds & Pearls Mentoring Program is to assist participants acquire the attitudes, competencies, professionalism, and leadership skills that will aid in their success both personally and academically. The Teen Compass self assessment will be administered at the beginning and end of the program. This assessment will assist staff in identifying the wellness of each participant in the 8 interconnected areas of Organization, Stress Resilience, Relationships, Rest & Play, Handling Emotions, Spirituality, School & Work, and Care for Body. In a small group context, participants open and share their challenges and successes thereby getting peer support, empowerment to make changes, and building a sisterhood & community. The participating mothers get an inside perspective on how to better approach their daughters, communicate, and reflect on their wellness and needs.

D. Please identify the project milestones using an Estimated Timeline for Project Implementation:

- July 2020: Meet with Beaumont Unified School District (BUSD) staff to identify participants and mail out program information. Prep curriculum, conduct instructor training, receive any applications/intake.
- Aug 2020: Hold evening Parent/Student information sessions as scheduled by BUSD. continue intake.
- Sep 2020: Begin program. Parent & teen orientation. Conduct teen assessments.
- Dec 2020: Conduct grade check.
- Jan 2021: community service project
- April 2021: college tours and ballroom dancing lessons begin.
- June 2021: conduct teen assessment and final grade check. Graduation.

V. PROJECT BENEFIT

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

We project to serve 28 individuals from the City of Beaumont. this includes teens and their mothers.

B. Indicate the number of unduplicated clients that will be served (*An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year*):

We project to serve 28 unduplicated clients as participants will all receive the same programming

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

Administrative duties, marketing, promotion, intake and orientation will be conducted in July and August 2020. Program activities/services will be conducted in September 2020 - June 2021.

D. Service will be provided to (check one or more):

- | | |
|---|---|
| <input type="checkbox"/> Men | <input type="checkbox"/> Seniors |
| <input checked="" type="checkbox"/> Women | <input type="checkbox"/> Severely Disabled Adults |
| <input checked="" type="checkbox"/> Children (Range of children's ages : <u>14-18</u>) | <input type="checkbox"/> Migrant Farm Workers |
| <input type="checkbox"/> Homeless (Number of beds at facility : _____) | <input type="checkbox"/> Families |

E. What methods will be used for community involvement to assure that all who might benefit from the project are provided an opportunity to participate?

Life Lifters will continue to work closely with BUSD's Parent Engagement & Expanded Learning Coordinator to identify high school females who could benefit most from this small group mentoring program. Life Lifters will advertise the program through mailers, community newsletters, Peach Jar, and tabling at community events.

Currently out participants in Beaumont are young ladies who have experienced trauma and have poor social, communication, and coping skills. Additionally, the teens have strained relationships at home. We anticipate similar clientele for the 2020-2021 program year.

F. What evidence is there of a long-term commitment to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

We anticipate to leverage Beaumont CDBG funding with that of the BUSD LCAP funding.

Currently we administer this program for BUSD students with LCAP funds. While this funding is limited, we have been able to provide services on a smaller scale. Life Lifters is dedicated to the commitment we made to our clients to provide optimal services to them in their personal and professional growth. Additionally we are applying for Riverside County CDBG funds and if awarded, we will leverage those monies as well. We also will conduct fundraising, seek grants, and pursue state and local funding to help offset costs.

VI. National Objective

All CDBG-funded activities must meet at least one of the following National Objectives of the CDBG program. Indicate the category of National Objective to be met by your activity.

CATEGORY A: Benefit to low-moderate income persons (must be documented). Please choose either subcategory 1 or 2:

1. Limited Clientele:

The project serves clientele that will provide documentation of their family size, income, and ethnicity. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

Currently, Life Lifters utilizes a CDBG intake form which requires all clients to disclose their race/ethnicity, household size and income prior to services being rendered in order to establish program eligibility. Clients are required to provide proof of income for all household members age 18 and over. Staff is trained on calculating household income, which sources of income to include based on Part 5, and understand that at least 51% of our clients cannot exceeds 80% of the established income limits by HUD for their household size.

2. Clientele presumed to be principally low- and moderate-income persons:

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- Abused children
- Homeless persons
- Battered spouses
- Illiterate adults
- Elderly persons
- Persons living with AIDS
- Severely disabled adults
- Migrant Farm workers

a. Describe the clientele above to be served by this activity:

N/A

b. Discuss how this project directly benefits low- and moderate- income residents:

N/A

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, EDA CDBG Program Manager for Census Information)

2010 Census Tract and Block Group numbers:

(must use 2011-2015 ACS data pursuant to HUD Notice -C&D-19-02)

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

N/A

Total population in Census Tract(s) / block group(s): N/A

Total percentage of low-moderate population in Census Tract(s) / block group(s): N/A

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: N/A
 Total Jobs Expected to Retain: N/A

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: N/A
 Existing Businesses expected to assist: N/A
 Enter Total Businesses expected to assist: N/A

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2020. If your proposed CDBG-funded activity will start on a date other than July 1, 2020, please indicate starting date. Provide total Budget information and distribution of CDBG funds in the proposed budget.

The budgeted items are for the specific activity for which you are requesting CDBG funding - NOT for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET <small>(Include non-CDBG Funds and CDBG Funds)</small>	CDBG FUNDS REQUESTED-Only
i. Personnel		
A. Salaries & Wages	\$ 10,194	\$ 10,194
B. Fringe Benefits	\$ 0	\$ 0
C. Consultants & Contract Services	\$ 3,706	\$ 3,706
PERSONNEL SUB-TOTAL	\$ 13,900	\$ 13,900

II. Non-Personnel

A. Space Costs	\$ 0	\$0
B. Rental, Lease or Purchase of Equipment	\$ 1,600	\$1,600
C. Consumable Supplies	\$ 0	\$0
D. Travel	\$ 2,500	\$2,500
E. Telephone	\$ 0	\$0
F. Utilities	\$ 0	\$0
G. Other Costs	\$ 2,000	\$2,000
NON-PERSONNEL SUB-TOTAL:	\$ 6,100	\$6,100

III. Other

A. Architectural/Engineering Design	\$ 0	\$0
B. Acquisition of Real Property	\$ 0	\$0
C. Construction/Rehabilitation	\$ 0	\$0
D. Indirect Costs	\$ 0	\$0
E. Other	\$ 0	\$0
OTHER SUB-TOTAL:	\$ 0	\$0
GRAND TOTAL:	\$ 20,000	\$ 20,000

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. (Attach)

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL	RIV CO. CDBG	\$20,000					
STATE/LOCAL							
PRIVATE							
OTHER	BUSD	\$7,200					

TOTAL: 27,200

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?

We anticipate to leverage Beaumont CDBG funding with that of BUSD LCAP funding. Currently we administer this program for BUSD students with that funding. While LCAP funds is

extremely limited, we have been able to provide limited services. Life Lifters is dedicated to the commitment we made our clients to provide optimal services to assist them in their personal and professional growth. Additionally we are applying for Riverside County CDBG funds to leverage this program. We will seek grants, state and local funds & do fundraising.

D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

see attached

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome. _____

If no, please explain. program serves BUSD students only.

F. Was this project or activity previously funded with CDBG? Yes No

If yes, when? _____

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain: _____

VIII. MANAGEMENT CAPACITY

A. Describe your organization's experience in managing and operating project or activities funded with CDBG or other Federal funds.

Life Lifters is experienced in administering program utilizing CDBG funds since 2015. Our grant writer and instructor has 11 years experience administering the CDBG program at the local level as an entitlement city. Furthermore, our CEO hold a degree in Management with a concentration in Human Resources. In addition to CDBG, Life Lifters has received funds from the State of CA for Violence Intervention & Prevention for the past 1.5yrs.

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

Life Lifters has written and adopted systems in place that adheres to procurement, record keeping, financial management, and personnel policies in alignment with 24 CFR Part 200.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Tracey Holcomb- LLI CEO/President. Holds BS in Management with concentration in HR.

Programs for women and teens since 2012. Trauma informed care certificate in process. Trainer Multi-Craft Core Curriculum Pre-Apprenticeship program instructor for building trades.

Monique Lumpkin- COO. 31 yrs experience in early childhood education and youth development BS in Family Resource Management with minor in Early childhood education & ethnic studies.

Sara Cortes de Pavon- Bachelor of Social Work, Master in Public Administration with 11 yrs of CDBG administration experience at the local level. 17 yrs of social service programming.

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

- 1. The information contained in the project application is complete and accurate. ✓ *TC*
- 2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. ✓ *TC*
- 3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. ✓ *TC*
- 4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. ✓ *TC*
- 5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. ✓ *TC*
- 6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. (DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President) ✓ *TC*

DATE: October 24, 2019

Signature: *Tracy C. Holcomb*

Print Name/Title
Authorized Representative: Tracey C. Holcomb, CEO

CHECK-LIST:

The following required documents listed below have been attached. Any missing documentation to the application will be cause for the application to be reviewed as INELIGIBLE.

Yes	No	ATTACHMENT
<input checked="" type="checkbox"/>	<input type="checkbox"/>	1. Members/Board of Directors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Articles of Incorporation and Bylaws
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Project Activity Map
<input type="checkbox"/>	<input type="checkbox"/>	<i>N/A</i> 4. Project Benefit, Category B, Low Mod Area Maps (Attach if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Leveraging (Current evidence of commitment)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Income and Expense Statement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Management Capacity (Detailed organizational chart)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Board Written Authorization approving submission of application



Life Lifters International Board Members

Tracey C. Holcomb, CEO

Monique Lumpkin, COO

Ella Cole, CFO

Jessica Muñoz, Secretary

A handwritten signature in black ink, appearing to read "Tracey C. Holcomb". The signature is fluid and cursive, with the first name being the most prominent.

OGDEN UT 84201-0029

In reply refer to: 4077591934
Feb. 09, 2016 LTR 4168C 0
45-5334930 000000 00

00032059
BODC: TE

LIFE LIFTERS INTERNATIONAL
% TRACEY C HOLCOMB
1486 GRABER ST BLDG 323 NO 6166
MARCH AIR RESERVE BASE CA 92518-8008

Employer ID Number: 45-5334930
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Jan. 20, 2016, regarding
A NAME CHANGE

We issued you a determination letter in NOVEMBER2013, recognizing
you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)
(3).

Our records also indicate you're not a private foundation as defined
under IRC Section 509(a) because you're described in IRC Sections
509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC
Section 170. You're also qualified to receive tax deductible bequests,
legacies, devises, transfers, or gifts under IRC Sections 2055, 2106,
and 2522.

In the heading of this letter, we indicated whether you must file an
annual information return. If a return is required, you must file Form
990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after
the end of your annual accounting period. IRC Section 6033(j) provides
that, if you don't file a required annual information return or notice
for three consecutive years, your exempt status will be automatically
revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or
call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m.,
local time, Monday through Friday (Alaska and Hawaii follow Pacific
Time).

Feb. 09, 2016 LTR 4168C 0

45-5334930 000000 00

00032060

LIFE LIFTERS INTERNATIONAL
% TRACEY C HOLCOMB
1486 GRABER ST BLDG 323 NO 6166
MARCH AIR RESERVE BASE CA 92518-8008

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

NCTO

3487068

A0778828

**Certificate of Amendment
of Articles of Incorporation**

FILED
Secretary of State
State of California

Jim

DEC 21 2015

lu

The undersigned certify that:

1. They are the president and the secretary, respectively, of SISTERS GOING DEEPER IN GOD ORGANIZATION, a California corporation.
2. Article One of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the Corporation is Life Lifters International
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: 12/14/2015

Clara D. Priester

Clara D. Priester, President

Lillian Hussein

Lillian Hussein, Secretary



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 30 2015 *RM*

Date: _____

Alex Padilla
ALEX PADILLA, Secretary of State

BY-LAWS OF

LIFE LIFTERS INTERNATIONAL (LLI)

ARTICLE I

ACTIVITIES

The activities of this Corporation shall be those necessary and appropriate to accomplish the purposes of the Corporation as stated in the Articles of Incorporation.

ARTICLE II

OFFICES

Section 2.1 Principal Office. The principal office of the Corporation shall be at such place in the State of California and Hawaii as the Board of Directors shall from time to time determine. The initial principal office of the Corporation is 26268 Adelina Dr, Menifee, CA 92584.

ARTICLE III

MEMBERS

The Corporation shall have no members.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1 Number and Qualification of Directors. The initial number of directors of the Corporation shall be as set forth in the Articles of Incorporation. The number of directors may be increased or decreased from time to time by amendment to the By-laws. The number of directors of the Corporation shall not be less than four (4).

Section 4.2 Election. The directors shall be elected at each biennial meeting of the Board of Directors of the Corporation or at any special meeting of the Board of Directors held for that purpose.

Section 4.3 Term of Office. All directors shall hold office for two years.

Section 4.4 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of any increase in the number of directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office.

Section 4.5 Removal. Any director may be removed from the Board without cause by the affirmative vote of a majority of the directors in office (President, Chief Financial Officer and Board of Directors) at any meeting called for such purpose. Any vacancy so created may be filled by the Board of Directors.

Section 4.6 Reduction. No reduction of the number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held, at least annually, at such times and places as the Board of Directors may provide by resolution. No notice other than such resolution need be given.

Section 5.2 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President, Chief Operations Officer, or Chief Executive Officer. The person or person authorized to call special meetings of the Board of Directors may fix the place for holding any special meeting of the Board of Directors called by them. Notice of each special meeting shall be given in accordance with Section 5.3 of these By-Laws.

Section 5.3 Notice. The Secretary shall give notice of each meeting of the Board of Directors (for which notice is required) in writing by mailing the same not less than five days before the meeting or by giving notice personally, by telephone or telegraph not less than three days before the meeting, or as otherwise prescribed by the Board of Directors. The failure by the Secretary to give such notice or by any director to receive such notice shall not invalidate the proceedings of any meeting at which a quorum of the directors is present. Notice need not be given to any director who shall, either before or after the meeting, submit a signed waiver or notice or attend such meeting with protesting, prior to or at its commencement, the lack of notice to him or her. Except as otherwise provided by law, the Articles of Incorporation or the By-Laws, a notice or waiver of notice need not state the purposes of such meeting.

Section 5.4 Quorum and Adjournment. A majority of the number of directors fixed pursuant to Section 4.1 of these By-Laws shall constitute a quorum. No action taken, other than the appointment of directors to fill vacancies, shall bind the Corporation unless it shall receive the concurring vote of a majority of the directors present at a meeting at which a quorum is present. In the absence of a quorum, the presiding officer or a majority of the directors' present may adjourn the meeting from time to time without further notice until a quorum is present.

Section 5.5 Telephone Meetings. Subject to the notice requirements in Section 5.3 hereof, members of the Board of Directors or any committee designated thereby may participate in a meeting of the Board or of such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 5.6 Action Without Meeting. Any action required or permitted to be taken at any of the Board of Directors or any committee designated thereby may be taken if all the directors or all of the members of the committee, as the case may be, sign a written consent setting forth the action taken or to be taken at any time before or after the intended effective date of such action. Such consent shall be filed with the minutes or the Board of Directors or committee, as the case may be, and shall have the same effect as a unanimous vote.

Section 5.7 Presumption of Assent. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such director's dissent or refusal to vote is entered in the minutes of the meeting or unless the director either files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 5.8 Annual Meetings. Annual meetings will be conducted yearly in a location to be determined by the Board. Board members must attend one Annual Meeting within two years. Board members can attend the Annual Meetings by electronic visual communication.

ARTICLE VI

DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 Duties. It shall be the duty of the Board of Directors to conduct, manage and control the affairs and business of the Corporation and to promulgate and enforce rules and regulations therefore not inconsistent with

law, the Articles of Incorporation or the By-Laws of the Corporation. The Board of Directors is further expected to promote and implement the plans and special instructions of this organization when requested.

6.2 Annual Commitment - All Board members are required to give an Annual Commitment to be paid monthly or as agreed upon by the Board to Life Lifters International. If a Board member is paid for their services by Life Lifters International their Annual Commitment can either be taken from their fees or paid separately.

ARTICLE VII

OFFICERS

Section 7.1 Election and Term of Office. The Board of Directors and Officers will elect successors. Any two or more offices may be held by the same person, provided that the Corporation shall have not fewer than two persons as officers. The term of office for Officer Board positions is two years. The Board has the right to reappoint the same person for their current office to continue for the next two-year term. Should the Board deem it necessary to replace an officer within the two-year term, it shall be said by the majority vote.

Section 7.2 President. The President shall preside at all meetings of the Board of Directors. Unless otherwise determined by the Board of Directors, the President shall have general charge and supervision of the Corporation. The President shall perform such other duties as are incident to the office or are required by the Board of Directors. The President reports to the Chief Executive Director.

Section 7.3 Chief Financial Officer. The Chief Financial Officer will exercise the duties and responsibilities of the Treasurer until the position of Treasurer is filled. In the absence of disability or refusal to act by the CEO, the Chief Financial Officer shall perform all of the duties of the CEO, and when so acting shall have all the powers of and be subject to all the restrictions upon the CEO. The Chief Financial Officer shall have such powers and perform such other duties as from time to time may be prescribed by the CEO, the Board of Directors or the By-Laws.

Section 7.4 Treasurer. The Treasurer should create and maintain systems for ensuring the organization's ongoing solvency and oversee the development of the organization's financial policies. Helpful policies to consider include check signing authority, expense reimbursement, credit card usage, and petty cash policies, if applicable. Budgets. The Treasurer may be responsible for preparing, or facilitating the preparation of an annual budget, as well as regularly monitoring and comparing the actual revenues and expenses incurred against such budget. The development of a budget that supports the organization's goals and drives decision-making is an important part of an organization's success in effectuating its mission. The budget should be reviewed and approved by the board; however, the Treasurer should be prepared to explain and justify the document. The Treasurer will give financial reports to the CEO and CFO only.

Section 7.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors. The Secretary shall keep or cause to be kept a register showing the names of the directors and officer with their addresses. The Secretary shall give notice in conformity with the By-Laws of all meetings of the Board of Directors. The Secretary shall also perform all other duties assigned by the Board of Directors. The Assistant Secretary or Assistant Secretaries, if elected, shall, in the order designated by the President or the Board of Directors, perform all the duties and exercise all the powers of the Secretary during the absence or disability of the Secretary; or whenever the office is vacant.

Section 7.6 Chief of Operations. The COO is responsible for ensuring that business operations are efficient and effective and that the proper management of resources, distribution of goods and services to customers is conducted. The COO will report to the CEO and President. The COO position is California location only. The Chief of Operations reports to the Chief Executive Director and President.

ARTICLE VIII

AUDITOR

An auditor may be elected by the Board of Directors to serve until a successor is elected. No director or officer of the Corporation shall be eligible to serve as auditor.

ARTICLE IX

DISBURSEMENTS AND CONTRIBUTIONS

Section 9.1 Disbursements. Disbursements of the funds of the Corporation for the purpose for which it is organized shall be made by the Board of Directors in its discretion. All disbursements from this Corporation shall be made only by approval of the majority of the account holders (President, Chief Financial Officer and Executive Director).

Section 9.2 Limitations on Disbursements. The Board of Directors shall not make any disbursements or contributions of the funds or assets of the Corporation to or for the benefit, directly or indirectly, or any director or officer of the Corporation, except for reasonable payments for services actually rendered to the Corporation by such director or officer as an employee of the Corporation.

Section 9.3. Grants and Donations. All proposals for grants or donations will be submitted to the Chief Executive Officer, Chief Financial Officer and Treasurer for approval before approving grants and donations to an organization or person.

Section 9.4 Karen Knodt Memorial Foundation. The purpose of the Karen Knodt Memorial Fund is to assist women throughout Hawaii who encounter the financial struggle of rebuilding their lives post-incarceration. The application process requires submittal of a completed application accompanied by supporting documentation (as requested) for the specific need. Benevolence assistance is given on a case-by-case basis per approval by the Board of Directors of Life Lifters International. For approved requests regarding assistance with rent, utilities, medical care, or legal services, checks will be issued directly to landlords/property owners, utility companies, medical centers/facilities/doctors, or attorneys. Receipts for these checks (used for payment) must be submitted to Life Lifters International.

ARTICLE X

MISCELLANEOUS

Section 10.1 Inspection of Corporate Records. The books of account and minutes of proceedings of the directors shall be open to inspection upon the written demand of any director, at any reasonable time, and for a purpose reasonably related to such director's interests as a director. Such inspection may be made in person or by an agent or attorney, and shall include the right to make copies. Demand for inspection may be made in writing upon the President, the Secretary or Chief Financial Officer of the Corporation. All Board members, employees and customers shall observe all safety rules and regulations within all property owned and/or operated by this Corporation. Failure to observe safety rules and regulations may result in removal from all property owned and/or operated by this Corporation. All Board members, employees, and customers shall be bound by all Codes of Ethics promulgated by this Corporation. Failure to observe these Codes may result in removal from property owned and/or operated by this Corporation or termination of Board membership or employment, whichever is applicable.

Section 10.2 Execution of Instruments

- (1) All checks and other orders for the payment of money, drafts, notes, bonds, acceptances, contracts and all other instruments, except as otherwise provided in these By-Laws, shall be signed by such person or person as shall be provided by general or special resolution of the Board of Directors, and in the absence of any provision in these By-Laws or any such general or special resolution applicable to any such instrument, then such instrument shall be signed by the President, Chief Financial Officer, or by the Chief Executive Officer. Unless authorized by the Board of Directors, no officer, agent or employee or the Corporation shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.
- (2) The Board of Directors may provide for the execution of checks by the printed, lithographed or engraved facsimile signature or signatures of the person or persons authorized to sign checks (President, Chief Executive Officer and Chief Financial Officer).

Section 10.3 Inspection of By-Laws. The Corporation shall keep in its principal office the original or a copy of the By-Laws as amended, certified by the Secretary, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE X

SEAL

The Corporation may, but need not, have a seal of such form as the Board of Directors may from time to time determine.

ARTICLE XII

AMENDMENTS

The By-Laws will be amended only by the Chief Executive Officer for the Corporation with or without input from the Board of Directors.

CERTIFICATION

I certify that I am the Acting Secretary of the above-named Corporation and that the foregoing By-Laws were adopted as the By-Laws of the Corporation by its President on

1 day of October, 2019.



Secretary, Signature

Tracey C. Holcomb

Print Name

Google Maps Beaumont Unified School District



Beaumont Unified School District

3.6 ★ ★ ★ ★ (8)

School administrator

- Directions
- Save
- Nearby
- Send to your phone
- Share

NOV 7 Thu, Nov 7–Sun, Nov 17
The Wizard Of Oz



Diamonds and Pearls Mentoring Program (760) 819-1006, lifeliftersinternational@gmail.com

MISSION

To enable healing, personal growth and self-sustainability by compassionately supporting the educational, professional endeavors and empowerment of our youth through mentoring programs, technology training and workforce development.

OVERVIEW

This program will support and mentor local underprivileged youth girls and their families by harnessing the resources and contributions of many positive role models, professionals, and supporters of all kinds to create a life changing experience that will impact the lives of these young girls for years to come. The mentoring program will include a 10-month training module that concludes with a debutante ball graduation. The program will consist of classes promoting and supporting celibacy, health and wellness, post-secondary education and study skills, financial literacy, creative writing, volunteering, interviewing, appropriate dress, cultural competence, and CPR and first aid. The 10-month training will end with etiquette, ballroom dancing instruction, and a debutante ball graduation.

Its is expected to promote young ladies and their parents from the grade levels of 9th to 11th grade with the hopes of having the following year having a senior cohort to help mentor new participants the following year.

EXPECTATIONS

- ❖ The expectation of service is 12 girls
- ❖ The expectation of Recruitment is 25 girls
- ❖ The expected duration length of program is September 2019 to June 2020
- ❖ The Cost of the program \$7420.00

FLOW OF SELECTION PROCESS

(Dates of these process depends on Beaumont School District's Schedule)

<p>1. Introduction of Program ❖ To include Interest, Sign Up Sheet & Application Given</p>	<p>Beaumont School District</p>	<p>TBA Parent Orientation</p>
<p>2. Participant will be contacted for Interview</p>	<p>Diamonds & Pearls Program</p>	<p>TBA One week after application deadline submission</p>
<p>3. Interview Conducted</p>	<p>Diamonds & Pearls Program</p>	<p>TBA One week after contact has been made</p>
<p>4. Participants Contacted that they were chosen for program</p>	<p>Diamonds & Pearls Program & School Counselors</p>	<p>TBA Two days after interview</p>
<p>5. Parent Orientation after Selection of 14 participants ❖ Signed Contracts of agreement for Entire Program</p>	<p>Diamonds & Pearls Program & Beaumont School District</p>	<p>TBA The following weekend of selection</p>

WORKSHOP OVERVIEW TITLES AND POTENTIAL DATES

Workshop Title	Time	Participant	Potential Dates
Teen Compass & Restorative Circles	3hrs	Students	September 7, 2019 9am-12pm
Post-Secondary Education Study Techniques	3hrs	Student & Parent	September 28, 2019 9am-12pm October 5, 2019 9am-12pm
Cultural Competence	3hrs	Student & Parent	October 26, 2019 9am-12pm
Financial Literacy	6hrs	Student & Parent	November 9, 2019 November 23, 2019 9am-12pm
Sassy & Celibate The Importance of Self Esteem	3hrs	Student & Parent	December 14, 2019 Time: 9am-12pm
How to Write a Resume Email Etiquette	3hrs	Student & Parent	January 11, 2020 9am-12pm
How to Prepare for an Interview How to Dress for Body Type	3hrs	Student & Parent	January 25, 2020 9am-12pm
Vision Boards	4hrs	Student/ Parent Participation is Optional	February 8, 2020 9am-1pm
CPR/First Aid	4hrs	Student \Parent Participation is Optional	February 22, 2020 9am-12pm
Make it a Day	5hrs	Student	March 14, 2020 9am-2pm
Ballroom Etiquette & Dancing	3hrs	Student & Parent	March 28, 2020 9am-12pm
Ballroom Dancing	3hrs	Student	April 11, 2020 9am-12pm
Ballroom Dancing	3hrs	Student	April 25, 2020 9am-12pm
Ballroom Dancing	3hrs	Student	May 9, 2020 9am-12pm
Ballroom Dancing	3hrs	Student	May 23, 2020 9am-12pm
Ballroom Dancing	3hrs	Student	May 30, 2020 9am-12pm

Debutant Ball		Family	June 6, 2020 5pm-9pm
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DESCRIPTIONS OF EACH CLASS

<p><i>Teen Compass & Restorative Justice Circle</i></p> <p>This training is a Teen Wellness Assessment it will help participants become aware of their emotional intelligence and learn about what makes them motivated and how to manage this information. We will also be introducing the Restorative Justice Circle which allows the participants to set the rules and the guidelines of the circle and create a safe environment to express their current state of emotion and or mind during the course of the program. Each workshop begins with a Restorative Circle and End with Journaling.</p>
<p><i>Post-Secondary Education Preparedness & Study Skills</i></p> <p>Participants will learn study techniques and how to develop a positive study habit. They will also be introduced to what is required to continue their education onto post-secondary education whether it be in the trade or professional field.</p>
<p><i>Cultural Competence</i></p> <p>Participants will learn how to identify if they are culturally competent and if not how to get there. They will also get an understanding of how society forms how we view culture.</p>
<p><i>Financial Literacy</i></p> <p>Participants will learn how to manage finances through the banking system, through credit systems and how to prepare a budget.</p>
<p><i>Sassy & Celibate & Satisfied</i></p> <p>This class will focus on teaching the participants the importance of having self-esteem and identifying their value. It will also help the participants to understand that when you understand your value you will not allow anyone to abuse or miss use you. Self Esteem breeds confidence and this is the program goal</p>
<p><i>How to Write a Resume</i></p> <p>Participants will learn the current formats to write resumes and what should be placed in them. They will be taken step by step to produce a usable resume.</p>
<p><i>How to Prepare for an Interview</i></p> <p>Participants will learn how to communicate and confirm an interview, they will be taught the appropriate attire to wear for an interview, they will be prepared for how to greet an</p>

interviewer, they will be informed on the verbiage to answer questions, they will have mock interviews with actual professionals.

Vision Boards

They will be taught of the importance of having a vision for your life and how to cast it visually so that it will help them stay on course and they can make literal tweaks and also mark off their accomplishments. They will also, be taught that vision boards can be created for many areas of their lives and for their professional development as well.

CPR/FA

The participants will become certified with a “Community Rescuer Certification” in Infant, Child & Adult CPR and AED use. They will also learn how to give first aid to anyone in need from Sever bleeding, Hearth attacks to animal or insect bites.

Make it A Day

This is an off-campus event where we take the girls to have a MAC makeup day in preparation for the Ball. They will also have their dresses altered and have breakfast with their Mentors.

Ballroom Etiquette & Ballroom Dancing

The participants will be taught how to eat properly with utensils and napkin placement. They will also be taught the beginning of their ball dance selection. Also, during the ball dancing segment, they will be instructed on proper walking posture.

1:52 PM
 07/20/18
 Accrual Basis

Life Lifters International
Profit & Loss
 May 24 through June 23, 2018

	May 24 - Jun 23, 18
Ordinary Income/Expense	
Income	
Direct Public Support	
Individ, Business Contributions	984.07
Total Direct Public Support	984.07
Dividends	1.39
Program Income	
Annual Commitment	490.00
Basic Steps Ballet Program	400.00
CDBG	700.00
Debutante Ball	822.39
Total Program Income	2,412.39
Total Income	3,397.85
Gross Profit	3,397.85
Expense	
Bank Fees	1.00
Donation	
Basic Steps Ballet Program	500.00
Debutante Ball	288.86
Karen Memorial Fund	500.00
Total Donation	1,288.86
Meal and Entertainment	282.49
Operations	
Postage, Mailing Service	138.50
Total Operations	138.50
Other Types of Expenses	
Insurance - Liability, D and O	200.00
Other Types of Expenses - Other	5.54
Total Other Types of Expenses	205.54
Travel and Meetings	
Auto Expense	
Fuel	52.91
Auto Expense - Other	43.00
Total Auto Expense	95.91
Travel	25.00
Total Travel and Meetings	120.91
Total Expense	2,037.30
Net Ordinary Income	1,360.55
Net Income	1,360.55

1:53 PM
07/20/18

Life Lifters International
Statement of Cash Flows
May 24 through June 23, 2018

	May 24 - Jun 23, 18
OPERATING ACTIVITIES	
Net Income	1,360.55
Net cash provided by Operating Activities	1,360.55
Net cash increase for period	1,360.55
Cash at beginning of period	8,956.82
Cash at end of period	10,317.37

**Life Lifters International
Profit & Loss
July through December 2018**

Accrual Basis

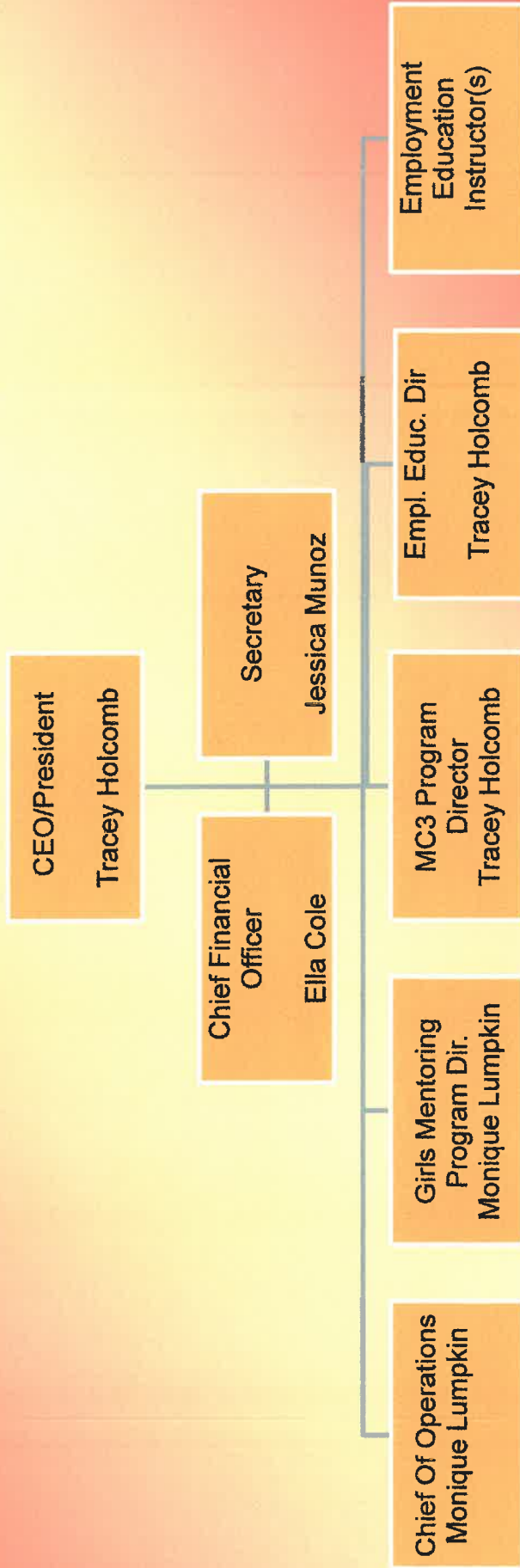
	Jul - Dec 18
Ordinary Income/Expense	
Income	
Direct Public Support	
Individ, Business Contributions	7,560.00
Total Direct Public Support	7,560.00
Grants	
CDBG	13,681.67
Total Grants	13,681.67
Program Income	
Annual Commitment	1,925.00
Basic Steps Ballet Program	935.00
Debutante Ball	105.00
Women in Crisis	500.00
Total Program Income	3,465.00
Total Income	24,706.67
Gross Profit	24,706.67
Expense	
Bank Fees	15.00
Donation/ Grants	
Backpack Giveaway	5,120.35
Basic Steps Ballet Program	910.06
CDBG	11,445.42
Debutante Ball	613.42
Diamonds & Pearls	470.86
Employment Education	109.51
Karen Memorial Fund	2,064.20
Mentoring Program	18.59
Safety Training	170.36
SWAG	204.31
Women in Crisis	500.00
Donation/ Grants - Other	405.29
Total Donation/ Grants	22,032.37
Meal and Entertainment	
Meeting Meals	84.45
Meal and Entertainment - Other	264.81
Total Meal and Entertainment	349.26
Operations	
Postage, Mailing Service	819.60
Printing and Copying	281.66
Supplies	310.12
Website	207.75
Operations - Other	252.77
Total Operations	1,871.90
Other Types of Expenses	
Insurance - Liability, D and O	202.39
Total Other Types of Expenses	202.39
Professional Fees	
CDBG Pro Fee	700.00
Total Professional Fees	700.00

**Life Lifters International
Profit & Loss
July through December 2018**

Accrual Basis

	Jul - Dec 18
Travel and Meetings	
Auto Expense	
Fuel	13.37
Auto Expense - Other	315.49
Total Auto Expense	328.86
Hotel	437.60
Travel	831.21
Total Travel and Meetings	1,597.67
Total Expense	26,768.59
Net Ordinary Income	-2,061.92
Other Income/Expense	
Other Income	
Dividends	5.25
Total Other Income	5.25
Other Expense	
Ask Owner	29.16
Total Other Expense	29.16
Net Other Income	-23.91
Net Income	-2,085.83

LLI Organizational Chart





October 24, 2019

Christina Taylor, Community Development Director
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Dear Ms. Taylor,

We the Board of Directors of Life Lifters International, give our Chief Executive Officer the authorization and approval to sign the submitted Community Development Block Grant (CDBG) application for fiscal year 2020-2021.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tracey C. Holcomb". The signature is fluid and cursive, with a large loop at the end.

Tracey C. Holcomb
Life Lifters International
760-819-1006

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

APPLICATION FOR CITY OF BEAUMONT

2020 - 2021 COOPERATING CITY ALLOCATION

I. GENERAL INFORMATION

Applicant Name: CITY OF BEAUMONT

Type of Organization: Non-Profit Organization [] Faith Based Organization []
For-Profit Organization [] Institution of Higher Education []
Cooperating City [X]

Address: 550 E. 6th Street

City: BEAUMONT Zip Code: 92223

Mailing Address: 550 E. 6th Street

City: BEAUMONT Zip Code: 92223

Telephone Number: 951-769-8520 Fax Number: 951-769-8526

Executive Director/City Staff: Todd Parton, City Manager

Telephone Number: 951-769-8520 E-mail: tparton@beaumontca.gov

Program Manager: Christina Taylor, Community Development Director

Telephone Number: 951-572-3212 E-mail: ctaylor@beaumontca.gov

Grant Writer: Christina Taylor

Address (if different from above):

Telephone Number: E-mail:

II. ORGANIZATIONAL HISTORY (This is applicable only if you are a non-profit organization)

Date Organization founded:

Date Organization incorporated as a non-profit organization (Attach Articles of Incorporation and Bylaws):

Federal identification number:

DUNS Number:

Organization Web Address: _____ Agenda Item No. 15.

Does your Organization expend \$750,000 or more a year in federal funds? Y or N

Number of paid staff: _____

Number of volunteers: _____

Members/Board of Directors (*Attach*): _____

III. PROJECT ACTIVITY

A. Name of Project: Rangel Park Improvements

B. Specific Location of Project

(Attach Project Map - include street address; if a street address has not been assigned provide APN)

Street or APN: 417-125-005 through 007

City: Beaumont

Zip Code: 92223

C. CDBG Funds Requested: \$153,900

(total amount for the project only)

D. Where will the proposed activity occur (be specific as to the geographic boundaries)? If the project involves a new or existing facility, what is the proposed service/benefit area for the facility?

Rangel Park is located at 4th and B Streets in the City of Beaumont, CA

E. In which City (ies)/Communities does the activity occur?

City (ies): BEAUMONT

Community (ies): HISTORIC BARRIO COMMUNITY

NOTE: EDA will make the final determination of the appropriate service area of all proposals.

F. If this project benefits residents of more than one community or jurisdiction, have requests been submitted to those other entitlement jurisdictions? (i.e., County district(s) 1st, 2nd, 3rd, 4th, and/or 5th, City of Palm Springs, City of Moreno Valley, City of Riverside, etc.)

NA

G. Check ONLY the applicable category your application represents.

- Public Service
- Homeless Activities
- Real Property Acquisition (Must consult with EDA prior to submitting application)
- Housing
- Rehabilitation/Preservation (please provide picture of structure)
- Public Facilities (construction)
- Infrastructure (i.e. Streets, Sewer, Sidewalk, etc.)
- Other: (provide description) _____

H. Respond to A & B only if this application is for a public service project.

(a) Is this a NEW service provided by your agency? Yes No

(b) If service is not new, will the existing public service activity level be substantially increased or improved? _____

IV. PROJECT NARRATIVE

A. Provide a detailed Project Description. The description should only address or discuss the specific activities, services, or project that is to be assisted with CDBG funds. If CDBG funds will assist the entire program or activity, then provide a description of the entire program or activity.

The City of Beaumont is in a multi-phase/year improvement project at Rangel Park to include design and construction of upgraded ball fields, irrigation, new restrooms, new ADA stands for visitor viewing and new fencing. These improvements will provide for improved safety of visitors and players at the park. Phase I and II as previously submitted by the City are underway.

V. **PROJECT BENEFIT**

A. Indicate the number of people or households that will directly benefit from your proposal using CDBG funds: *Note: This is based on the expected number of clients to be served if the County funds your project for the requested amount.*

NA

B. Indicate the number of unduplicated clients that will be served (*An unduplicated client is counted only once, no matter how many direct services the client receives during a funding year*):

NA

C. Length of proposed CDBG-funded activities or service (weeks, months, year):

NA

The project serves clientele that will provide documentation of their family size, income and health. No. 15. Identify the procedure you currently have in place to document that at least 51% of the clientele you serve are low-moderate income persons.

2. Clientele presumed to be principally low- and moderate-income persons:

The following groups are presumed by HUD to meet this criterion. You will be required to submit a certification from the client (s) that they fall into one of the following presumed categories.

The activity will benefit (check one or more)

- | | |
|---|---|
| <input type="checkbox"/> Abused children | <input type="checkbox"/> Homeless persons |
| <input type="checkbox"/> Battered spouses | <input type="checkbox"/> Illiterate adults |
| <input type="checkbox"/> Elderly persons | <input type="checkbox"/> Persons living with AIDS |
| <input type="checkbox"/> Severely disabled adults | <input type="checkbox"/> Migrant Farm workers |

a. Describe the clientele above to be served by this activity:

The park is located in a low-income area and the park meets the recreational needs of families in this neighborhood.

b. Discuss how this project directly benefits low- and moderate- income residents:

Rangel Park is the only park serving residents in this area. Approximately 84% of the families in the area are low-income. The park is walking distance from many homes. Providing improvements to the park will improve the safety and usage of the park.

CATEGORY B: Area Benefit - The project or facility serves, or is available to, ALL persons located within an area where at least 51% of the residents are low/moderate-income. (Applicant is welcome to contact a County of Riverside, EDA CDBG Program Manager for Census Information)

(must use 2011-2015 ACS data pursuant to HUD Notice -C&D-19-02)

<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>

440 BG 2

Total population in Census Tract(s) / block group(s): _____

Total percentage of low-moderate population in Census Tract(s) / block group(s): 84%

CATEGORY C: Activities undertaken to create or retain permanent jobs, at least 51% of which will be made available to or held by low/moderate-income persons.

Proposed Job Creation/Retention

Total Jobs Expected to Create: _____

Total Jobs Expected to Retain: _____

CATEGORY D: Activities that provide assistance to micro-enterprise owners/developers who are low/moderate-income.

Proposed Assistance to Businesses

New Businesses expected to assist: _____

Existing Businesses expected to assist: _____

Enter Total Businesses expected to assist: _____

VII. FINANCIAL INFORMATION

A. Proposed Project Budget

Complete the following annual program budget to begin July 1, 2020. If your proposed CDBG-funded activity will start on a date other than July 1, 2020, please indicate starting date. *Provide total Budget information and distribution of CDBG funds in the proposed budget.*

The budgeted items are for the specific activity for which you are requesting CDBG funding - **NOT** for the budget of the "entire" organization or agency. (Note: CDBG funds requested must match amount requested in Project Activity, C above.)

(EXAMPLE: The Valley Senior Center is requesting funding for a new Senior Nutritional Program. The total cost of the program is \$15,000 and \$10,000 in CDBG funds is being requested for operating expenses associated with the proposed activity. The total Activity/Project Budget will include \$5,000 of other non-CDBG funding and \$10,000 in CDBG funds for a Grand Total of \$15,000).

	TOTAL ACTIVITY/ PROJECT BUDGET <small>(Include non-CDBG Funds and CDBG Funds)</small>	CDBG FUNDS REQUESTED-Only
I. Personnel		
A. Salaries & Wages	\$ _____	\$ _____
B. Fringe Benefits	\$ _____	\$ _____
C. Consultants & Contract Services	\$ _____	\$ _____
PERSONNEL SUB-TOTAL	\$ _____	\$ _____
II. Non-Personnel		
A. Space Costs	\$ _____	\$ _____
B. Rental, Lease or Purchase of Equipment	\$ _____	\$ _____
C. Consumable Supplies	\$ _____	\$ _____
D. Travel	\$ _____	\$ _____
E. Telephone	\$ _____	\$ _____
F. Utilities	\$ _____	\$ _____
G. Other Costs	\$ _____	\$ _____
NON-PERSONNEL SUB-TOTAL:	\$ _____	\$ _____
III. Other		
A. Architectural/Engineering Design	\$ 10,000	\$ 10,000
B. Acquisition of Real Property	\$ _____	\$ _____
C. Construction/Rehabilitation	\$ 190,000	\$ 190,000
D. Indirect Costs	\$ _____	\$ _____
E. Other	\$ _____	\$ _____
OTHER SUB-TOTAL:	\$ _____	\$ _____
GRAND TOTAL:	\$ 200,000	\$ 200,000

B. Leveraging

List other funding sources and amounts (commitments or applications) which will assist in the implementation of this activity. Current and pending evidence of leveraging commitments/applications must be submitted with application. **(Attach)**

TYPE	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	TOTAL
FEDERAL							
STATE/LOCAL							

PRIVATE						Agenda Item No. 15.	
OTHER							

TOTAL: _____

C. What type of long-term financial commitment is there to the proposal? Describe how you plan to continue the work (project) after the CDBG funds are expended?
These funds are for improvements to the ball fields at Rangel Park. The City owns and maintains the park and will continue to do so after the improvements are complete.

D. Provide a summary by line item of your organization's previous year's income and expense statement. (Attach)

E. Does this project benefit residents of more than one community or jurisdiction, have requests been submitted to those other jurisdictions? Yes No

If yes, identify sources and indicate outcome. _____

If no, please explain. _____

F. Was this project or activity previously funded with CDBG? Yes No

If yes, when? _____

Is this activity a continuation of a previously funded (CDBG) project? Yes No

If yes, explain: The improvements at Rangel Park are being phased based on fiunding. Previous funds have been utilized for new restrooms, snack bar and ADA access.

VIII. MANAGEMENT CAPACITY

A. Describe your organization’s experience in managing and operating project or activities funded with CDBG or other Federal funds.

CDBG - Sidewalk Project - 2007 - \$121,198 - Amount Expended \$ 121,198

CDBG - NEW SIDEWALK - 2008- \$117,776 - AMOUNT EXPENDED \$117,776

CDBG - ADDITION OF SIDEWALK - 2009 - \$103,490 - AMOUNT EXPENDED \$7,438.82

CDBG – STREET & SIDEWALK IMPROVEMENTS – 2014 - AMOUNT EXPENDED \$153,438.61

B. Management Systems

Does your organization have written and adopted management systems (i.e., policies and procedures) including personnel, procurement, property management, record keeping, financial management, etc.?

The City of Beaumont has written and adopted management systems as required by law for public agencies. All policies and procedures for all aspects of City operation can be provided upon request.

C. Capacity

Please provide the names and qualifications of the person(s) that will be primarily responsible for the implementation and completion of the proposed project.

Elizabeth Gibbs, Director of Community Services and Transit

IX. APPLICATION CERTIFICATION

Undersigned hereby certifies that (check box after reading each statement and digitally sign the document):

1. The information contained in the project application is complete and accurate. X
2. The applicant agrees to comply with all Federal and County policies and requirements imposed upon the project or activity funded by the CDBG program. X
3. The applicant acknowledges that the Federal assistance made available through the CDBG program funding will not be used to substantially reduce prior levels of local, (NON-CDBG) financial support for community development activities. X
4. The applicant fully understands that any facility built or equipment purchased with CDBG funds shall be maintained and/or operated for the approved use throughout its economic life, pursuant to CDBG regulation. X
5. If CDBG funds are approved, the applicant acknowledges that sufficient non-CDBG funds are available or will be available to complete the project as described within a reasonable timeframe. X
6. On behalf of the applying organization, I have obtained authorization to submit this application for CDBG funding. **(DOCUMENTATION ATTACHED Minute Action and/or written Board Approval signed by the Board President)** X

DATE: 11/19/2019

Signature: 

Print Name/Title

Authorized Representative: Todd Parton, City Manager



Staff Report

TO: Mayor and City Council Members

FROM: Elizabeth Gibbs, Community Services Director

DATE: November 19, 2019

SUBJECT: City Sponsorship of the 2020 Beaumont Cherry Festival

Background and Analysis:

The 102nd Cherry Festival will be held June 4 through June 7, 2020, and is a significant regional event synonymous with the City of Beaumont.

Through the years, the event has generated funds which have directly benefited the community through park improvements in Stewart Park. This past year, the Cherry Festival Association spent more than \$4,000 repairing light towers at the park.

The association also uses proceeds to support Beaumont's youth through its scholarship program. In 2019, the association awarded scholarships to Beaumont High School seniors in the amount of \$4,000. In addition to scholarships, the association donated \$4,000 to the Winter Wish program; \$3,500 to Boy Scouts of America; almost \$15,000 to various service clubs in lieu of manpower working the festival; and \$7,300 to the Riverside County Sheriff's Posse for their support in providing security at the festival.

For the last two years, the City of Beaumont supported this event with a \$100,000 cash donation, as well as overtime expenses of the Beaumont Police Department and the waiving of park fees for the four-day event.

In 2018, City Council designated this event as one of three annual keynote events and directed staff to include funding in the FY 2019-2020 annual budget. City staff is proposing Beaumont continue its sponsorship of the program with (1) a cash contribution of \$100,000 to cover a portion of the artists' fees and (2) a fee waiver of approximately \$25,000 in costs for police services. The City's approved budget already includes the costs for overtime within the Police Department and the cash contribution is included as a line item in the Community Services Department's adopted budget.

Fiscal Impact:

The fiscal impact is estimated to be \$125,000, of which \$25,000 is currently budgeted for overtime of personnel from the Beaumont Police Department and \$100,000 is budgeted in 100-1550-7040-0000.

Recommendation:

1. Approve a sponsorship of the 2020 Beaumont Cherry Festival and authorize payment in the amount of \$100,000 from Account No. 100-1550-7040-0000 (Recreation Programs), and
2. Approve a fee waiver of approximately \$25,000 in costs for police services.



City Manager Review: Todd Parton
City Manager



Staff Report

TO: Mayor and City Council Members

FROM: Kyle Warsinski, Economic Development Manager

DATE: November 19, 2019

SUBJECT: Approval of Purchase and Sale Agreements by and between the City of Beaumont and MJC Investment Property I, LLC, for Certain Real Property Located on East Fourth Street, East of Beaumont Avenue

Background and Analysis:

The City of Beaumont owns property along Fourth Street, east of Beaumont Avenue / State Route 79, and is identified as assessor's parcel numbers 418-190-004, 418-190-005, 418-190-006, 418-190-007, 418-140-028, and 418-140-029.

The City Council authorized the city manager to negotiate the sale of these properties to an interested buyer.

Section 3.03.020 of the Beaumont Municipal Code prescribes the process to dispose of real property. That section reads as follows:

The duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of the City's citizens.

The City Planning Commission shall prepare a report that indicates that disposition of the property conforms with the General Plan. A formal declaration that the property is surplus shall not be required.

On October 8, 2019, the Beaumont Planning Commission held a public hearing and voted to accept, receive, and file a staff report indicating the disposition of the property conformed with the Beaumont General Plan.

Analysis:

The subject site consists of approximately 2.32 acres of vacant commercial land. The property is zoned Community Commercial and is designated as Community Commercial in

the general plan. The property can also be seen in the following materials attached to this staff report:

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

As described above the duties of the Purchasing Officer shall include the disposition of real property in any lawful manner provided that the sale is for the common benefit of the City's citizens. The sale of the property to the interested developer shall serve multiple benefits to the citizens of the City.

The potential buyer, MJC Investment Property I, LLC, desires to purchase, entitle, and develop the property into a retail and service commercial development. The project will provide a potential for eating, shopping and service outlets for Beaumont residents and travelers passing by on Interstate Highway 10. Commercial development of this property will help to further diversify Beaumont's local tax base.

The purchase and sale agreements (Attachments D & E) were prepared based on completed negotiations between the city manager and the buyer. Main deal points contained within the agreements are as follows:

- Northern Properties Purchase Price: \$313,620,
- Southern Properties Purchase Price: \$900,756,
 - **Total Purchase price: \$1,214,376,**
- Opening of escrow deposit: \$20,000,
- 180 days investigation “due diligence” period, and
- Allowance for up to three (3) 30-day extensions to the investigation period. (The buyer to pay \$7,000 per extension).

Negotiations for the sale of the property include development and use covenants (Exhibit B in each agreement) which stipulate timelines associated with the sale and ultimate development of the property and the types of land uses appropriate for development of the property are consistent with the City's general plan.

Highlights of the covenants are provided below:

- Covenants running with the land;
- Use covenants require the property to be developed as commercial uses including general merchandise and trade, and personal services;
- Prohibited Uses: Industrial, manufacturing, business park, storage facility, equipment yards, and parking facilities;
- Timely Construction: The buyer shall entitle the parcels within 18 months of purchasing the property; the project shall be developed and in operation within three (3) years of purchasing the property; and

- Reversion Clause: If the agreement and covenants are breached the City shall have the right to purchase the property back for the original sales price.

The City ordered an appraisal of the property to ensure the property was being sold for at or above fair market value.

Fiscal Impact:

The proposed purchase and sale agreements would generate \$1,214,376 in one-time unobligated revenue to the General Fund.

Recommendation:

1. Approve the purchase and sale agreements as presented.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - 4th Street Properties - General Plan](#)

[Attachment B - 4th Street Properties - Zoning Map](#)

[Attachment C - Aerial 4th Street Properties](#)

[Attachment D - PSA for Northern City Piece](#)

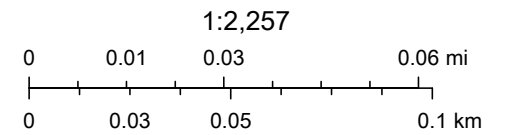
[Attachment E - PSA for Southern City Piece](#)

4th Street Properties



9/30/2019, 11:41:15 AM





- | | | | |
|---------------------------|--------------------------|-------------------------------|-----------------------------|
| General Plan | Multi-Family Residential | Industrial | Beaumont Avenue Overlay |
| Rural Residential | General Commercial | Commercial Industrial Overlay | Public Facilities |
| Single-Family Residential | Community Commercial | Urban Village Overlay | Recreation and Conservation |

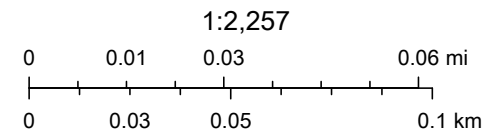


4th Street Properties



9/30/2019, 11:38:35 AM

Zoning	
	Rural Residential
	Residential Single-Family
	Residential Multi-Family
	Specific Plan Area
	Commercial General
	Commercial Community
	Commercial Manufacturing
	Manufacturing
	Beaumont Avenue Overlay
	Mineral Resource Overlay
	Public Facilities

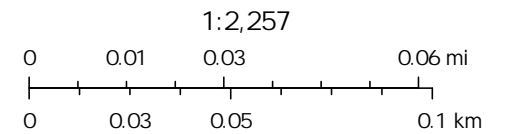


4th Street Properties



9/30/2019, 11:44:39 AM

- Parcels
- Minor Streets
- Parcel Labels
- Highways/Major Streets
- City Boundary
- Labels



**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

To: First American Title Insurance Company (“Escrow Agent”)
18500 Von Karman Ave, Ste 600
Irvine, California 92612
Attn: Nathan Thompson
Telephone: (949) 885-2473

Escrow No. _____ (“Escrow”)
Title Order No.: NCS-978118-SA1
Title Officer: Trenton Cornell
Telephone: (949)885-2401

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into and is effective as of the ____ day of November, 2019 (the “Effective Date”), by and between **City of Beaumont**, (“Seller”), and **MJC Investment Property I, LLC**, a California limited liability company or its assignee (“Purchaser”).

Recitals

- A. Seller is the owner of the Property (as defined below).
- B. Upon the satisfaction of, and subject to, the terms and conditions set forth in this Agreement, Seller has agreed to sell the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as set forth below.

1. **Purchase and Sale of the Property.** Subject to and in accordance with the terms and conditions contained in this Agreement, Seller agrees to sell, assign, convey, and transfer to Purchaser all of Seller’s right, title and interest in and to the real property described below (the “Property”) the legal description of which is attached hereto as Exhibit “A”, and Purchaser hereby agrees to purchase and accept the Property, and assume the obligations in connection therewith as further set forth herein:

(a) **Land.** Subject to general and special real estate taxes and assessments, all matters of record, and all matters that a thorough physical inspection or correct survey would reveal, Seller’s interest in that certain real property located at NEC of Beaumont Ave and E 4th St, Beaumont, CA 92223 with an Assessor’s Parcel Numbers of 418-140-028, 029. (the “Land”).

(b) **Appurtenances.** All of Seller’s rights, privileges and easements appurtenant to the Land, all development rights and air rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land.

2. **Opening of Escrow and Deposit.**

(a) **General Instructions.** First American Title Insurance is hereby designated as escrow holder (“Escrow Agent”), to act in accordance with this Agreement. Seller and Purchaser shall agree to Escrow Agent’s general conditions or provisions. In the event of any inconsistency between Escrow Agent’s general conditions or provisions and any other provisions of this Agreement, the provisions of this Agreement shall control over. Escrow Agent needs to be concerned only with those provisions of this Agreement that instruct it to perform specific acts or with respect to which escrow holders generally and reasonably would be expected to act.

(b) **Opening of Escrow; Deposit.** Within three (3) days after Purchaser’s delivery of the executed Agreement to Seller, Purchaser shall deliver (the “Escrow Opening Date”) (i) to “Escrow” (as defined on the first page hereof), immediately available funds in the amount of Six Thousand Dollars (\$6,000.00) (together with interest thereon, the “Deposit”), which amount shall immediately be refundable until the expiration of the Investigation Period, as defined below in Section 5(b) or as provided in this Agreement, and (ii) deliver to Escrow Agent, at the address specified on the first page of this Agreement, a fully executed copy of this Agreement.

Purchaser understands, acknowledges and agrees that, only upon expiration of the Investigation Period (as defined below) and only if prior to such expiration Purchaser has sent the Acceptance Notice as defined in section 5(b), shall the Deposit become non-refundable (except upon (i) default by Seller and termination of this Agreement as a result thereof, or (ii) failure to occur of any of the conditions set forth in subsection 7(a) below [other than as a result of the conduct or omissions of Purchaser]), and shall immediately be deemed to have been fully earned by Seller, and shall be immediately delivered by Escrow Agent to Seller if Purchaser shall fail to close hereunder on or before the Outside Closing Date (as defined below). If Purchaser provides written notice to Seller, during the Investigation Period, of Purchaser’s cancellation of the Escrow or if Purchaser has not sent the Acceptance Notice, then Escrow Agent shall return the Deposit to Purchaser upon receipt of written verification from Seller that Purchaser has complied with its obligations hereunder with respect to cancellation of Escrow during the Investigation Period, and net only of Purchaser’s share of the costs and expenses of Escrow. If the purchase and sale shall close pursuant to this Agreement, the Deposit shall be credited against the Purchase Price (as defined below) at the close of Escrow. The sum of one hundred dollars (\$100.00) from the Deposit shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement.

(c) **Closing.** The Escrow shall close, as evidenced by recordation of a Grant Deed (as defined below) in accordance herewith (the “Closing”), on a date mutually agreed to by the parties, but in all events no later than 5:00 p.m. Pacific Time on the day which is 21 days after the expiration of the Investigation Period as defined in section 5(b) (the “Outside Closing Date”). If Escrow fails to close on or before the expiration of the Outside Closing Date, for any reason, then (i) this Agreement shall terminate and, except for provisions which expressly survive a termination and a claim for damages liquidated or otherwise, neither party shall have any further obligation to the other hereunder; and (ii) Escrow shall be canceled and the Deposit shall be distributed to Purchaser; provided, however, that if Escrow fails to close on or before the Outside Closing Date due to a default by Purchaser, then the Deposit shall be distributed to Seller.

3. **Purchase Price.** The “Purchase Price” for the Property shall be Three Hundred Thirteen Thousand Six Hundred and Twenty Dollars (\$313,620.00) payable in immediately available funds

upon Closing, and otherwise in accordance with the terms and conditions contained in this Agreement.

4. **Prorations.** All items which are typically prorated between a purchaser and seller shall be prorated as of the date of Closing (the "Closing Date") between the Purchaser and Seller in a manner as is common to the jurisdiction in which the Property is located and such prorations shall be reflected on the settlement statements prepared by Escrow Agent on the Closing Date and shall serve to adjust the Purchase Price. Such prorations shall be made on the basis of a 365-day year, as of 12:01 a.m. on the Closing Date and are contemplated to consist only of real property assessments.

5. **Due Diligence Investigation Period.**

(a) Due Diligence Materials. On or before ten (10) days after the Effective Date, but only to the extent within the physical possession of Seller and not previously delivered or made available to Purchaser, Seller shall deliver to Purchaser, the following items (collectively, "Due Diligence Documents"):

(i) A preliminary title report or commitment issued by Fidelity National Title Insurance Company ("Title Company"), dated within the ten (10) days after the Effective Date (the "Preliminary Report"), relating to the Real Property; which when approved by Purchaser shall be the basis for the title policy (the "Title Policy");

(ii) Reports, engineering reports, surveys, and architectural plans regarding the Property, if any;

(iii) Any environmental, asbestos, lead paint or geotechnical reports of the Property, if any; and

(iv) Declarations and Covenants, Conditions and Restrictions applicable to the Real Property, if any.

(b) Investigation Period. Beginning upon ten (10) days after the Effective Date and terminating as of 5:00 p.m. Pacific Time on the date which is one hundred eighty (180) days after said ten (10) days; (the "Investigation Period"), Purchaser may investigate any and all aspects of the Property ("Purchaser's Studies"). Seller shall reasonably cooperate with Purchaser in assisting Purchaser with its investigation of the Property. Purchaser agrees to indemnify, defend and hold harmless Seller against any claim for liabilities, losses or damages arising out of or resulting from the inspection of the Property by Purchaser or its agents or consultants. If, in Purchaser's sole and absolute discretion, Purchaser has not delivered written notice ("Acceptance Notice") to Seller, which must be delivered to Seller on or before 5:00 Pacific Time on the last day of the Investigation Period, that Purchaser has approved all aspects of the Property, then the Escrow shall automatically terminate and the deposit shall be returned to Purchaser by Escrow. If Purchaser does timely deliver the Acceptance Notice as set forth in the above sentence, Purchaser shall be unconditionally obligated to purchase the Property without any contingencies other than satisfaction of the conditions precedent set forth in Section 7(a) below ("Conditions Precedent") or a Seller's default, and upon termination of the Investigation Period, the Deposit shall be non-refundable in favor of Seller except upon failure of the Conditions Precedent or default by Seller hereunder resulting in cancellation of Escrow hereunder. Purchaser may also cancel the Escrow at any time in

Purchaser's sole and absolute discretion at any time during the Investigation Period for any or no reason whatsoever. If Escrow is canceled automatically or by Purchaser during the Investigation Period in accordance herewith, Escrow Agent shall refund the Deposit to Purchaser, net only of Purchaser's share (fifty percent (50%)) of costs and expenses of the Escrow and title. If Purchaser does not waive contingencies and close on the transaction contemplated herein, Purchaser shall deliver all 3rd party Due Diligence reports in Purchaser's possession to Seller with receipts for said 3rd party reports.

(c) Title. Purchaser shall provide Notice to Seller that Purchaser disapproves of one or more matters affecting title to the Property, if at all, including any matters shown on any survey conducted by Purchaser, not later than the expiration of the Investigation Period. Purchaser's Notice shall specify the precise nature of its objection and request that Seller correct such deficiency. The Investigation Period shall be extended until the date the Seller cures such objection or three business days after Seller notifies Purchaser that Seller will not be curing same at which point Purchaser may withdraw such objection and the Agreement shall remain in effect. If Seller fails to cure such objection or notify Purchaser that Seller will not be curing same within five business days of receipt of Purchaser's Notice, it shall be deemed to have notified Purchaser that it shall not cure such objection as of such fifth business day.

(d) ALTA Survey. Purchaser may cause to be prepared a current ALTA survey and Seller shall cooperate with Purchaser in preparing the same. The cost of any such survey shall be borne by Purchaser.

(e) Buyer Restoration and Indemnity. Purchaser will restore any physical damage to the property caused by Purchaser's Studies, and will indemnify, defend, and hold harmless Seller and Seller's public officials, Council Members, agents and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorney's fees and court costs caused by Purchaser's Studies (unless resulting solely from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Purchaser and/or Purchaser's representatives who enter the Property will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

(f) Investigation Period Extensions. Purchaser may elect to extend the Investigation Period for up to Three (3) additional periods of Thirty days each (each "Extension Period"). Purchaser shall increase the Deposit held by escrow by \$7,000.00 (each "Additional Deposit") for each such thirty day Extension Period for a possible total amount of Twenty One Thousand Dollars (\$21,000.00) in Additional Deposit. Such Additional Deposit shall be paid into escrow in advance of the applicable Extension Period, deemed an increase in the Deposit and shall be non-refundable but applicable to purchase price. Notwithstanding the forgoing, such Additional Deposit shall be refundable to Purchaser only in the event the Closing fails to occur as a result of a Seller's default, and Purchaser elects to recover the Deposit rather than seek the remedy of specific performance under Section 14. In the absence of such a Seller default, the Additional Deposit(s) shall be paid to Seller in the event that Purchaser fails to deliver the Acceptance Notice or otherwise terminates the Agreement during the Extension Periods. Purchaser may extend the Investigation Period by written notice to Seller received by Seller and payment of the applicable Additional Deposit directly to Seller in immediately available funds by wire transfer at least three (3) business days

prior to the then expiration date of the then applicable Investigation Period. Except as provided to the contrary in this Section 5, the Additional Deposit shall be credited against the Purchase Price at the Closing.

6. RESERVED

7. **Conditions Precedent to Closing.**

(a) Purchaser's Conditions. The closing of the purchase of the Property on the Closing Date and Purchaser's obligation to acquire the Property shall, in addition to any other conditions set forth herein, be conditional and contingent upon satisfaction, or waiver by Purchaser, of all of the below listed conditions:

(i) Title. Seller shall not have taken any action or recorded any items which result in exceptions to the Title Policy to be obtained by the Purchaser, other than the exceptions to which Purchaser has approved, and title shall be subject only to those exceptions approved by Purchaser pursuant to Section 5(c);

(ii) Compliance with Agreement. Seller shall have substantially performed and complied with all of its covenants and conditions contained in this Agreement;

(iii) Accuracy of Representations and Warranties. The representations and warranties of Seller set forth in this Agreement shall be true and correct, to the best of Seller's knowledge, information and belief, as of the Closing Date. (to the best of Seller's knowledge shall mean to the best of Economic Development Director's knowledge with no duty to investigate);

(b) Seller's Conditions. The closing of the purchase of the Property on the Closing Date and Seller's obligation to sell and convey the Property shall, in addition to any other conditions set forth herein, be conditional and contingent upon satisfaction, or waiver by Seller, of each and all of the below listed conditions:

(i) Compliance with Agreement. Purchaser shall have substantially performed and complied with all of its covenants and conditions contained in this Agreement, and shall have delivered all documents required to be delivered by Purchaser pursuant hereto; and

(ii) Accuracy of Representations and Warranties. All representations and warranties of Purchaser contained in or made pursuant to this Agreement shall be true and correct, to the best of Purchaser's knowledge, information and belief, as of the Closing Date.

8. **Closing Documents.** On or before the Closing Date, Seller and Purchaser shall deliver to Escrow Agent the following fully-executed documents and/or items, acknowledged where appropriate (together referred to herein as the "Closing Documents"):

(a) Deed. A Grant Deed, in the form typically used in the county in which the Real Property is located (the "Deed"), subject to the Development Covenants attached hereto as Exhibit "B" executed by and acknowledged on behalf of Seller, and conveying Seller's interest in the Land and Improvements to Purchaser, subject to general and special real estate taxes and assessments, and all matters of record or apparent from an inspection or survey;

(b) Non-Foreign Status Affidavit. Seller shall deliver an Affidavit of Non-Foreign Status in the form as required under law.

(c) Other Documents. Purchaser and Seller shall deliver such other documents as necessary to transfer or assign the Property to Purchaser, and provide for assumption of liabilities by Purchaser as provided herein.

(d) California Withholding Certificate. A dully executed California Franchise Tax Board ("**FTB**") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.

9. Closing.

(a) Closing Date. The Closing Date shall be on a business day as agreed to by Seller and Purchaser, but in all events shall be on a date no later than the Outside Closing Date, unless this date is mutually extended in writing by Seller and Purchaser in the exercise of their respective sole discretion.

(b) Time and Place. The Closing shall take place through Escrow on the Closing Date at the offices of Escrow Agent.

(c) Payment of Purchase Price. Purchaser shall deliver to Escrow on or before the Closing Date a wire transfer of immediately available funds in the amount of the Purchase Price plus any prorations, costs and expenses hereunder payable by Purchaser, and less the amount of the Deposit. The amount of the Deposit shall be paid to Seller and credited against the Purchase Price upon Closing.

(d) Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date.

(e) Closing Costs. Seller shall pay at Closing the premium for the standard coverage policy of title insurance, documentary transfer fees, all transfer taxes and one-half of: i) the escrow fees; and ii) the recording fees. Purchaser shall pay the premium for the extended coverage policy of title insurance, the cost of any endorsements to the Title Policy, and one-half of the escrow fees and recording fees. Seller and Purchaser shall each be responsible for paying their respective attorneys' fees and costs, if any.

(f) Settlement Statement and Disbursement Ledger. Escrow Agent shall prepare and deliver to the parties on the Closing Date a correct Settlement Statement and Cash Receipts and Disbursements Ledger.

(g) Title Policy. Title Company shall deliver the Title Policy to Purchaser within fifteen (15) business days following the Closing Date.

10. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, as follows:

(a) Status of and Execution by Seller. Seller is a general law city.

(b) Mechanics Liens, Violation of Laws and Litigation. There are no mechanics liens outstanding with respect to the Property as a result of work performed thereon by Seller, or contractors or agents of Seller, except any of the same as shall be removed (or endorsed over by Title Company) as of the Closing Date. Seller has not received written notice from any governmental authority of any environmental condition at the Real Property that does not comply with applicable environmental laws and regulations. Seller has not received written notice from any governmental authority of any violation of any applicable law, ordinance, rule or regulation applicable to the Real Property that have not been cured. Seller has not received written notice from any governmental authority of any pending condemnation action against any of the Real Property. There are no litigation matters affecting the Real Property currently pending or threatened.

(c) Accuracy of Documents and Information. All documents furnished prior to or during the Investigation Period and any other agreements, matters and things to be submitted to Purchaser by Seller pursuant to this Agreement, or otherwise, will be to the best of Seller's knowledge true, correct and complete copies thereof as of the date of submission thereof.

11. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing Date, as follows:

(a) Status of and Execution by Purchaser. Purchaser is now and on the Closing Date will be: (i) duly formed and validly existing as a Florida corporation; (ii) duly authorized, qualified and licensed under the laws of the State of California to conduct business and to acquire the Property; and (iii) duly authorized, qualified and licensed to do all things required of it under or in connection with this Agreement, including to execute, deliver and perform this Agreement. All agreements, instruments, and documents herein provided to be executed by Purchaser will be duly executed by and binding upon Purchaser as of the Closing.

(b) No Violations. Neither this Agreement nor any of the agreements, instruments and documents herein provided to be executed or to be caused to be executed by Purchaser violate or will violate any provision of any agreement, law, regulation or judicial order to which Purchaser is a party or by which it is bound.

12. **Condition of the Property.** Purchaser acknowledges that Seller is selling, and Purchaser shall accept, the Property in an "AS IS" condition without any representation or warranty whatsoever by Seller relating to the Property, with the exception of the express, limited representations and warranties set forth in Section 10 above.

13. **Casualty or Condemnation.** If prior to the Closing Date, if any portion of the Property shall be destroyed or substantially damaged, or any portion shall become the subject of any proceedings, judicial, administrative, or otherwise, for eminent domain or condemnation, Seller shall promptly notify Purchaser thereof, and Purchaser may then, within five (5) business days after delivery of Notice of the same by Seller, elect to terminate this Agreement by giving Seller Notice thereof, in which event the parties hereto shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder, and the Deposit shall be returned to Purchaser (less only Purchaser's fifty percent (50%) share of Escrow fees and costs). If the Closing Date is within the aforesaid five (5) business day period, then the Closing shall be extended to the next business day following the end of said five (5) day period. If (i) less than ten percent (10%)

of the Property is destroyed or substantially damaged or subject to taking and the insurance proceeds to be received by Purchaser hereunder are sufficient to put the Property in the same condition it was in prior to the casualty or taking, or (ii) Purchaser elects to complete the transactions contemplated herein as provided above notwithstanding destruction or eminent domain or condemnation proceedings involving ten percent (10%) or more of the Property, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, if any, shall be consummated with no further adjustment or modification and at the Closing Seller shall assign, transfer, and set over to Purchaser all the right, title, and interest of Seller in and to any insurance proceeds (together with a credit against the Purchase Price equal to any deductible) resulting from the casualty or any awards that have been or may thereafter be made for the taking or condemnation.

14. Default and Remedies.

IF (I) PURCHASER IS IN DEFAULT OF THIS AGREEMENT PRIOR TO THE CLOSING, (II) PURCHASER FAILS TO CURE SUCH DEFAULT ON OR BEFORE THE DATE WHICH IS THREE (3) DAYS AFTER NOTICE THEREOF FROM SELLER (OR, IF EARLIER, ON OR BEFORE THE OUTSIDE CLOSING DATE), AND (III) SELLER ELECTS TO TERMINATE THIS AGREEMENT DUE TO PURCHASER'S DEFAULT, THE DEPOSIT, THE ADDITIONAL DEPOSIT(S)(IF PAID) AND ALL OTHER PAYMENTS AND THINGS OF VALUE DELIVERED BY PURCHASER SHALL BE DEEMED LIQUIDATED DAMAGES BY PURCHASER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL FURTHER OBLIGATIONS UNDER THIS AGREEMENT OTHER THAN PURCHASER'S INDEMNITY OBLIGATIONS UNDER SUBSECTIONS 5(a) AND (b) IF (I) SELLER IS IN DEFAULT OF THIS AGREEMENT PRIOR TO THE CLOSING, (II) SELLER FAILS TO CURE SUCH DEFAULT ON OR BEFORE THE DATE WHICH IS FIVE (5) DAYS AFTER NOTICE THEREOF FROM PURCHASER (OR, IF EARLIER, ON OR BEFORE THE OUTSIDE CLOSING DATE), AND (III) PURCHASER ELECTS TO TERMINATE THIS AGREEMENT DUE TO SELLER'S DEFAULT, PURCHASER SHALL BE ENTITLED TO OBTAIN A RELEASE OF THE DEPOSIT IN THE EVENT THAT PURCHASER DOES NOT PURSUE THE REMEDY OF SPECIFIC PERFORMANCE, OR ALTERNATIVELY TO PURSUE THE REMEDY OF SPECIFIC PERFORMANCE PROVIDED THAT THE DEPOSIT REMAINS WITH ESCROW.

PURCHASER AND SELLER ACKNOWLEDGE THAT PURCHASER'S AND SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE IN THE EVENT, RESPECTIVELY, OF PURCHASER'S OR SELLER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AND THAT THE DEPOSIT AND THE LIQUIDATED RECOVERY SET FORTH ABOVE, FOR SELLER IN THE EVENT OF PURCHASER'S BREACH, AND FOR PURCHASER IN THE EVENT OF SELLER'S BREACH, ARE REASONABLE ESTIMATES OF SUCH DAMAGES. THE DEPOSIT AND SUCH OTHER PAYMENT SHALL, THEREFORE, BE LIQUIDATED DAMAGES TO, RESPECTIVELY, SELLER AND PURCHASER, AND RETENTION THEREOF OR RECEIPT THEREOF (EXCEPT FOR PURCHASER'S ELECTION TO PURSUE SPECIFIC PERFORMANCE) SHALL BE, RESPECTIVELY, SELLER'S AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR THE OTHER PARTY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IN THE EVENT THE NON-DEFAULTING PARTY ELECTS TO TERMINATE THIS

AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES, AND PURCHASER EXPRESSLY WAIVES ANY ADDITIONAL DAMAGES IN CONNECTION WITH AN ACTION FOR SPECIFIC PERFORMANCE OR DAMAGES IN EXCESS OF THE LIQUIDATED AMOUNTS. PURCHASER AND SELLER FURTHER ACKNOWLEDGE BY THEIR INITIALS BELOW THAT THEIR RESPECTIVE WAIVER OF THEIR RIGHTS PURSUANT TO THIS SECTION 14 IS MATERIAL CONSIDERATION FOR THE OTHER PARTY TO ENTER INTO THIS AGREEMENT.

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SELLER'S INITIALS **PURCHASER'S INITIALS**

15. **Brokerage Commissions.** Buyer has been represented by Zach Leffers with SRS Real Estate Partners. Buyer shall pay any resulting brokerage fee per separate agreement with Buyer at close of escrow. Except for the foregoing broker, each Party represents and warrants to the other that neither has used any other broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from the breach by the indemnifying party of the warranties and representations in this Section 15. Except as provided above, Purchaser hereby represents and warrants to Seller that Purchaser has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller hereby represents and warrants to Purchaser that Seller has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement with respect to the Property. Seller and Purchaser hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission in connection with the Property through such party.

16. **Miscellaneous.**

(a) 1031 Exchange. At no expense to or delay of the rights of the cooperating party, each party agrees to cooperate with the other in connection with a 1031 exchange of the Real Property.

(b) Entire Agreement. This Agreement supersedes all prior discussions, agreements and understandings between Seller and Purchaser, and constitutes the entire agreement between Seller and Purchaser with respect to the transaction herein contemplated. This Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

(c) Waiver. Each party hereto may waive any breach by the other party of any of the provisions contained in this Agreement or any default by such other party in the observance or performance of any covenant or condition required to be observed or performed by it contained herein; provided, however, that such waiver or waivers shall be in writing, shall not be construed as a continuing waiver, and shall not extend to or be taken in any manner whatsoever to affect any subsequent breach, act or omission or default or affect each party's rights resulting therefrom. No waiver will be implied from any delay or failure by either party to take action on account of any default by the other party. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(d) Further Assurances. Each party hereto shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

(e) Notices. All notices and demands, given or required to be given by any party hereto to any other party (“Notices”) shall be in writing and shall be deemed to have been properly given if and when delivered in person, sent by fax with electronic confirmation of receipt thereof and with concurrent mailing by U.S. Postal Service delivery, or three (3) business days after having been deposited in any post office, branch post office, or mail depository maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER: City of Beaumont
 550 E. Sixth St.
 Beaumont, CA 92223

TO PURCHASER: MJC Investment Property I, LLC
 23421 South Pointe Dr., Suite 270
 Laguna Hills, CA 92653
 Attn: Casey McKeon

(f) Successors and Assigns; Survival. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Seller shall not assign its right, title or interest in or to this Agreement. Purchaser may assign all right, title or interest in or to this Agreement to any entity or person; provided that to be effective, any such assignment must be in writing, must contain an express assumption by the assignee of the assignor’s duties, obligations and liabilities under this Agreement and the identity of the assignee must be provided to the other party at least one (1) business day prior to Closing, and provided further that in the event of any such assignment, the assignor shall not be released from any of its duties, obligations or liabilities under this Agreement.

(g) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Real Property is located, exclusive of its choice of law rules.

(h) No Third Parties Benefitted. The parties do not intend to confer any benefit on any person, firm, or corporation other than Purchaser and Seller.

(i) Attorneys’ Fees. In the event of any dispute between any parties arising out of or in connection with this Agreement or any other document executed or delivered in connection herewith, including any litigation, arbitration, bankruptcy and appellate proceedings (and efforts to enforce the judgment, award or other disposition of any of the same), the party which prevails in such action (the “Prevailing Party”) shall be reimbursed by the other party for attorneys’ fees, costs and expenses incurred by the Prevailing Party in connection with such dispute. As used

herein, the "Prevailing Party" shall mean the party which obtains the net monetary recovery or, if no monetary recovery is sought, the party obtaining the greater nonmonetary relief.

(j) Time of Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

PURCHASER:

MJC Investment Property I, LLC., a California limited liability company

By: 
Matthew J. Heslin, Manager

SELLER:

City of Beaumont

By: _____
_____, Managing Member

"ESCROW AGENT:" The undersigned acknowledges receipt of this Agreement and agrees to act in accordance with all applicable provisions contained herein.

First American Title Insurance

By: _____
Its: _____

EXHIBIT "A"

Property Description From First American Title Insurance Company
File No: NCS-978118-SA1

File No.: NCS-978118-SA1

The Land referred to herein below is situated in the City of Beaumont, County of Riverside, State of California, and is described as follows:

PARCEL 1:

LOTS 22 AND 24 IN BLOCK 116 OF THE TOWN OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. TOGETHER WITH THAT PORTION OF THE ALLEY IN SAID BLOCK 116 VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED JUNE 22, 1972 AS INSTRUMENT NO. 81846 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. ALSO TOGETHER WITH THAT PORTION OF MAGNOLIA AVENUE IN SAID BLOCK 116 LYING EAST OF THE CENTER LINE OF SAID MAGNOLIA AVENUE VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED APRIL 14, 2011 AS INSTRUMENT NO. 2011-0166359 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THAT PORTION OF SAID BLOCK 116 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1958 AS INSTRUMENT NO. 37609 IN BOOK 2276, PAGE 372 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

LOTS 23 AND 25 IN BLOCK 116 OF THE TOWN OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. TOGETHER WITH THAT PORTION OF ORANGE AVENUE AND THE ALLEY IN SAID BLOCK 116 VACATED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BEAUMONT, A CERTIFIED COPY OF SAID RESOLUTION BEING RECORDED JUNE 22, 1972 AS INSTRUMENT NO. 81846 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. EXCEPT THAT PORTION OF SAID BLOCK 116 CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED MAY 26, 1958 AS INSTRUMENT NO. 37605 IN BOOK 2276, PAGE 364 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

For conveyancing purposes only: APN
418-140-028-2 as to Parcel 1
418-140-029-3 as to Parcel 2

EXHIBIT "B"**DEVELOPMENT AND USE COVENANTS**

1.1.1 **Covenants Running with the Land.** Grantee/Buyer ("Grantee") and Seller/City of Beaumont ("Grantee" "City") agree that these covenants ("Covenant(s)") are a material part of the consideration for the Property and Grantor would not have agreed to sell the Property were it not for these covenants and agreements. These Covenants shall run with the Property and bind successive owners of the Property for the benefit of the City and its successors and assigns. It is the intent of the parties that the Grantee develop all of the parcels within the Property as a commercial project and the Grantee, its successors and assigns, may be referred to interchangeably as the "Developer" in this Covenant.

1.1.2 **Use Covenants.** The Property shall be used solely for the following uses as defined in the Beaumont Municipal Code Section 17.03. 120, table 17.03-3, or any successor ordinance: General Merchandise and Trade, Personal Services. Without limiting the forgoing, the following uses shall not be permitted on the property: industrial, manufacturing, business park, storage facility, equipment yards, parking facilities not attendant to another permitted use hereunder and utility uses. The term of the covenant in this Section 1.1.2 shall be for twenty five years.

1.1.3 **Timely Development and Construction.** Developer shall entitle all of parcels making up the Property for a permitted use under Section 1.1.2 within 18 months after the date of recordation of the Grant Deed or within such reasonable extensions of such time as may be granted by the City Manager in writing. Further, Developer shall obtain a Certificate of Occupancy for the Property no later than three (3) years after the recordation of the Grant Deed or within such reasonable extensions of such time as may be granted by the City Manager in writing. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that upon completion of construction, Developer shall cause to be opened on the Property an establishment or establishments permitted by Section 1.1.2. These Covenants shall run with the land and shall constitute equitable servitudes thereon, and shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns.

1.1.4 **Application Process.** Developer shall submit applications to the City for the entitlements within a reasonable period of time to allow them to be issued as provided in this Covenant. City will process Developer's applications for entitlements in good faith subject to applicable law in the same manner as it would process such applications for entitlements for other developers in the City. Developer shall comply with all applicable laws in applying for and developing the Property in accordance with this Covenant including but not limited to the California Environmental Quality Act ("CEQA"). City is not obligated to approve such applications if they do not meet all applicable legal requirements and City does not waive any of its governmental power or authority as a result of this Covenant. No action by the City with reference to this Covenant or related documents shall be deemed to constitute a waiver of any City legal requirements applicable to the Property or to the Developer, any successor in interest or tenants of the Developer. Notwithstanding any provision to the contrary in this Agreement, the Developer agrees to accept and comply fully with any and all reasonable conditions of approval applicable to all permits and other governmental actions affecting the Project and consistent with this Agreement. The Developer shall at its expense cause to be prepared, and shall pay any and all other fees pertaining to the review and approval thereof by the City, all required construction, planning and other documents reasonably required by governmental bodies pertinent to the development of the

Property hereunder including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications and design review documents, and any documents prepared pursuant to CEQA and shall cause the preparation by consultants any and all documents required pursuant to CEQA or as otherwise required by City.

1.1.5 Breach of Covenant. The City is deemed the beneficiary of the terms and provisions of this Covenant which constitutes covenants running with the land for and in its own right and for the purposes of protecting the interests of the community. The City shall have the right, if any of such covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or such other proper proceedings to enforce the curing of such breaches to which it or any other beneficiary of such covenants may be entitled, including, without limitation, to specific performance, damages and injunctive relief. If either party defaults under any of the provisions of this Covenant, the non-defaulting party shall serve written notice of such default upon such defaulting party. If the defaulting party does not commence to cure the default and diligently and continuously proceed with such cure within thirty (30) calendar days after service of the notice of default, and such default is not cured within a reasonable time thereafter, the non- defaulting party, at its option, may institute any action at law or equity including an action for specific performance of the terms of this Covenant. Such remedies shall include the right and option to repurchase the Property from Developer for the consideration paid to City without interest provided that City provides notice and opportunity to cure and notice of such exercise to the then record title holder at the address shown on the County Assessor's records within two years of the breach of this Covenant.

1.1.6 Release of Development Covenant. Following the written request therefor by the Developer and the completion of construction and development of the improvements, and the issuance of a Certificate of Occupancy, the City shall furnish the Developer with a recordable Certificate of Completion for the Property or similar document that will release the Property from the development covenants contained in Section 1.1.3 only.

EXHIBIT "C"

MAIL TAX STATEMENTS AND
RECORDED DEED TO:

|

APN: # _____ SPACE ABOVE THIS LINE RECORDER'S USE
Documentary Transfer Tax: _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF BEAUMONT ("Grantor"), hereby grants to _____ ("Grantee"), the following described real property in the City of Beaumont, County of Riverside, State of California, together with (i) all rights, privileges and appurtenances belonging or appertaining thereto.

See **Exhibit "A"** attached hereto and incorporated herein by reference.

Subject to the development covenant contained in **Exhibit "B"**.

Dated: _____, 2019

GRANTOR:

THE CITY OF BEAUMONT

By: _____

Date: _____

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

To: First American Title Insurance Company (“Escrow Agent”)
18500 Von Karman Ave, Ste 600 Escrow No. _____ (“Escrow”)
Irvine, California 92612 Title Order No.: NCS-978117-SA1
Attn: Nathan Thompson Title Officer: Trenton Cornell
Telephone: (949) 885-2473 Telephone: (949)885-2401

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into and is effective as of the ____ day of November, 2019 (the “Effective Date”), by and between **City of Beaumont**, (“Seller”), and **MJC Investment Property I, LLC**, a California limited liability company or its assignee (“Purchaser”).

Recitals

- A. Seller is the owner of the Property (as defined below).
- B. Upon the satisfaction of, and subject to, the terms and conditions set forth in this Agreement, Seller has agreed to sell the Property to Purchaser, and Purchaser has agreed to purchase the Property from Seller.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as set forth below.

1. **Purchase and Sale of the Property.** Subject to and in accordance with the terms and conditions contained in this Agreement, Seller agrees to sell, assign, convey, and transfer to Purchaser all of Seller’s right, title and interest in and to the real property described below (the “Property”) the legal description of which is attached hereto as Exhibit “A”, and Purchaser hereby agrees to purchase and accept the Property, and assume the obligations in connection therewith as further set forth herein:

(a) **Land.** Subject to general and special real estate taxes and assessments, all matters of record, and all matters that a thorough physical inspection or correct survey would reveal, Seller’s interest in that certain real property located at SEC of Beaumont Ave and E 4th St, Beaumont, CA 92223 with an Assessor’s Parcel Numbers of 418-190-004, 005, 006 and 007. (the “Land”).

(b) **Appurtenances.** All of Seller’s rights, privileges and easements appurtenant to the Land, all development rights and air rights relating to the Land and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land.

2. **Opening of Escrow and Deposit.**

(a) General Instructions. First American Title Insurance is hereby designated as escrow holder (“Escrow Agent”), to act in accordance with this Agreement. Seller and Purchaser shall agree to Escrow Agent’s general conditions or provisions. In the event of any inconsistency between Escrow Agent’s general conditions or provisions and any other provisions of this Agreement, the provisions of this Agreement shall control over. Escrow Agent needs to be concerned only with those provisions of this Agreement that instruct it to perform specific acts or with respect to which escrow holders generally and reasonably would be expected to act.

(b) Opening of Escrow; Deposit. Within three (3) days after Purchaser’s delivery of the executed Agreement to Seller, Purchaser shall deliver (the “Escrow Opening Date”) (i) to “Escrow” (as defined on the first page hereof), immediately available funds in the amount of Twenty Thousand Dollars (\$20,000.00) (together with interest thereon, the “Deposit”), which amount shall immediately be refundable until the expiration of the Investigation Period, as defined below in Section 5(b) or as provided in this Agreement, and (ii) deliver to Escrow Agent, at the address specified on the first page of this Agreement, a fully executed copy of this Agreement.

Purchaser understands, acknowledges and agrees that, only upon expiration of the Investigation Period (as defined below) and only if prior to such expiration Purchaser has sent the Acceptance Notice as defined in section 5(b), shall the Deposit become non-refundable (except upon (i) default by Seller and termination of this Agreement as a result thereof, or (ii) failure to occur of any of the conditions set forth in subsection 7(a) below [other than as a result of the conduct or omissions of Purchaser]), and shall immediately be deemed to have been fully earned by Seller, and shall be immediately delivered by Escrow Agent to Seller if Purchaser shall fail to close hereunder on or before the Outside Closing Date (as defined below). If Purchaser provides written notice to Seller, during the Investigation Period, of Purchaser’s cancellation of the Escrow or if Purchaser has not sent the Acceptance Notice, then Escrow Agent shall return the Deposit to Purchaser upon receipt of written verification from Seller that Purchaser has complied with its obligations hereunder with respect to cancellation of Escrow during the Investigation Period, and net only of Purchaser’s share of the costs and expenses of Escrow. If the purchase and sale shall close pursuant to this Agreement, the Deposit shall be credited against the Purchase Price (as defined below) at the close of Escrow. The sum of one hundred dollars (\$100.00) from the Deposit shall be nonrefundable and shall be paid to Seller in the event that Buyer cancels this Agreement.

(c) Closing. The Escrow shall close, as evidenced by recordation of a Grant Deed (as defined below) in accordance herewith (the “Closing”), on a date mutually agreed to by the parties, but in all events no later than 5:00 p.m. Pacific Time on the day which is 21 days after the expiration of the Investigation Period as defined in section 5(b) (the “Outside Closing Date”). If Escrow fails to close on or before the expiration of the Outside Closing Date, for any reason, then (i) this Agreement shall terminate and, except for provisions which expressly survive a termination and a claim for damages liquidated or otherwise, neither party shall have any further obligation to the other hereunder; and (ii) Escrow shall be canceled and the Deposit shall be distributed to Purchaser; provided, however, that if Escrow fails to close on or before the Outside Closing Date due to a default by Purchaser, then the Deposit shall be distributed to Seller.

3. **Purchase Price.** The “Purchase Price” for the Property shall be Nine Hundred Thousand Seven Hundred and Fifty-Six Dollars (\$900,756.00) payable in immediately available funds upon Closing, and otherwise in accordance with the terms and conditions contained in this Agreement.

4. **Prorations.** All items which are typically prorated between a purchaser and seller shall be prorated as of the date of Closing (the “Closing Date”) between the Purchaser and Seller in a manner as is common to the jurisdiction in which the Property is located and such prorations shall be reflected on the settlement statements prepared by Escrow Agent on the Closing Date and shall serve to adjust the Purchase Price. Such prorations shall be made on the basis of a 365-day year, as of 12:01 a.m. on the Closing Date and are contemplated to consist only of real property assessments.

5. **Due Diligence Investigation Period.**

(a) **Due Diligence Materials.** On or before ten (10) days after the Effective Date, but only to the extent within the physical possession of Seller and not previously delivered or made available to Purchaser, Seller shall deliver to Purchaser, the following items (collectively, “Due Diligence Documents”):

(i) A preliminary title report or commitment issued by Fidelity National Title Insurance Company (“Title Company”), dated within the ten (10) days after the Effective Date (the “Preliminary Report”), relating to the Real Property; which when approved by Purchaser shall be the basis for the title policy (the “Title Policy”);

(ii) Reports, engineering reports, surveys, and architectural plans regarding the Property, if any;

(iii) Any environmental, asbestos, lead paint or geotechnical reports of the Property, if any; and

(iv) Declarations and Covenants, Conditions and Restrictions applicable to the Real Property, if any.

(b) **Investigation Period.** Beginning upon ten (10) days after the Effective Date and terminating as of 5:00 p.m. Pacific Time on the date which is one hundred eighty (180) days after said ten (10) days; (the “Investigation Period”), Purchaser may investigate any and all aspects of the Property (“Purchaser’s Studies”). Seller shall reasonably cooperate with Purchaser in assisting Purchaser with its investigation of the Property. Purchaser agrees to indemnify, defend and hold harmless Seller against any claim for liabilities, losses or damages arising out of or resulting from the inspection of the Property by Purchaser or its agents or consultants. If, in Purchaser’s sole and absolute discretion, Purchaser has not delivered written notice (“Acceptance Notice”) to Seller, which must be delivered to Seller on or before 5:00 Pacific Time on the last day of the Investigation Period, that Purchaser has approved all aspects of the Property, then the Escrow shall automatically terminate and the deposit shall be returned to Purchaser by Escrow. If Purchaser does timely deliver the Acceptance Notice as set forth in the above sentence, Purchaser shall be unconditionally obligated to purchase the Property without any contingencies other than satisfaction of the conditions precedent set forth in Section 7(a) below (“Conditions Precedent”) or a Seller’s default, and upon termination of the Investigation Period, the Deposit shall be non-refundable in favor of Seller except upon failure of the Conditions Precedent or default by Seller hereunder resulting in

cancellation of Escrow hereunder. Purchaser may also cancel the Escrow at any time in Purchaser's sole and absolute discretion at any time during the Investigation Period for any or no reason whatsoever. If Escrow is canceled automatically or by Purchaser during the Investigation Period in accordance herewith, Escrow Agent shall refund the Deposit to Purchaser, net only of Purchaser's share (fifty percent (50%)) of costs and expenses of the Escrow and title. If Purchaser does not waive contingencies and close on the transaction contemplated herein, Purchaser shall deliver all 3rd party Due Diligence reports in Purchaser's possession to Seller with receipts for said 3rd party reports.

(c) Title. Purchaser shall provide Notice to Seller that Purchaser disapproves of one or more matters affecting title to the Property, if at all, including any matters shown on any survey conducted by Purchaser, not later than the expiration of the Investigation Period. Purchaser's Notice shall specify the precise nature of its objection and request that Seller correct such deficiency. The Investigation Period shall be extended until the date the Seller cures such objection or three business days after Seller notifies Purchaser that Seller will not be curing same at which point Purchaser may withdraw such objection and the Agreement shall remain in effect. If Seller fails to cure such objection or notify Purchaser that Seller will not be curing same within five business days of receipt of Purchaser's Notice, it shall be deemed to have notified Purchaser that it shall not cure such objection as of such fifth business day.

(d) ALTA Survey. Purchaser may cause to be prepared a current ALTA survey and Seller shall cooperate with Purchaser in preparing the same. The cost of any such survey shall be borne by Purchaser.

(e) Buyer Restoration and Indemnity. Purchaser will restore any physical damage to the property caused by Purchaser's Studies, and will indemnify, defend, and hold harmless Seller and Seller's public officials, Council Members, agents and employees ("Related Parties") from, and against any Claims, damages, liens, stop notices, liabilities, losses, costs and expenses, including reasonable attorney's fees and court costs caused by Purchaser's Studies (unless resulting solely from Seller's or its Related Parties' negligent acts or omissions or willful misconduct) and this indemnity will survive the Closing or the termination of this Agreement. In addition Purchaser and/or Purchaser's representatives who enter the Property will maintain comprehensive general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and provide a certificate of insurance showing Seller as an additional insured thereon prior to entering the Property.

(f) Investigation Period Extensions. Purchaser may elect to extend the Investigation Period for up to Three (3) additional periods of Thirty days each (each "Extension Period"). Purchaser shall increase the Deposit held by escrow by \$7,000.00 (each "Additional Deposit") for each such thirty day Extension Period for a possible total amount of Twenty One Thousand Dollars (\$21,000.00) in Additional Deposit. Such Additional Deposit shall be paid into escrow in advance of the applicable Extension Period, deemed an increase in the Deposit and shall be non-refundable but applicable to purchase price. Notwithstanding the foregoing, such Additional Deposit shall be refundable to Purchaser only in the event the Closing fails to occur as a result of a Seller's default, and Purchaser elects to recover the Deposit rather than seek the remedy of specific performance under Section 14. In the absence of such a Seller default, the Additional Deposit(s) shall be paid to Seller in the event that Purchaser fails to deliver the Acceptance Notice or otherwise terminates the Agreement during the Extension Periods. Purchaser may extend the Investigation Period by written notice to Seller received by Seller and payment of the applicable Additional Deposit

directly to Seller in immediately available funds by wire transfer at least three (3) business days prior to the then expiration date of the then applicable Investigation Period. Except as provided to the contrary in this Section 5, the Additional Deposit shall be credited against the Purchase Price at the Closing.

6. **RESERVED**

7. **Conditions Precedent to Closing.**

(a) **Purchaser's Conditions.** The closing of the purchase of the Property on the Closing Date and Purchaser's obligation to acquire the Property shall, in addition to any other conditions set forth herein, be conditional and contingent upon satisfaction, or waiver by Purchaser, of all of the below listed conditions:

(i) **Title.** Seller shall not have taken any action or recorded any items which result in exceptions to the Title Policy to be obtained by the Purchaser, other than the exceptions to which Purchaser has approved, and title shall be subject only to those exceptions approved by Purchaser pursuant to Section 5(c);

(ii) **Compliance with Agreement.** Seller shall have substantially performed and complied with all of its covenants and conditions contained in this Agreement;

(iii) **Accuracy of Representations and Warranties.** The representations and warranties of Seller set forth in this Agreement shall be true and correct, to the best of Seller's knowledge, information and belief, as of the Closing Date. (to the best of Seller's knowledge shall mean to the best of Economic Development Director's knowledge with no duty to investigate);

(b) **Seller's Conditions.** The closing of the purchase of the Property on the Closing Date and Seller's obligation to sell and convey the Property shall, in addition to any other conditions set forth herein, be conditional and contingent upon satisfaction, or waiver by Seller, of each and all of the below listed conditions:

(i) **Compliance with Agreement.** Purchaser shall have substantially performed and complied with all of its covenants and conditions contained in this Agreement, and shall have delivered all documents required to be delivered by Purchaser pursuant hereto; and

(ii) **Accuracy of Representations and Warranties.** All representations and warranties of Purchaser contained in or made pursuant to this Agreement shall be true and correct, to the best of Purchaser's knowledge, information and belief, as of the Closing Date.

8. **Closing Documents.** On or before the Closing Date, Seller and Purchaser shall deliver to Escrow Agent the following fully-executed documents and/or items, acknowledged where appropriate (together referred to herein as the "Closing Documents"):

(a) **Deed.** A Grant Deed, in the form typically used in the county in which the Real Property is located (the "Deed"), subject to the Development Covenants attached hereto as Exhibit "B" executed by and acknowledged on behalf of Seller, and conveying Seller's interest in the Land and Improvements to Purchaser, subject to general and special real estate taxes and assessments, and all matters of record or apparent from an inspection or survey;

(b) Non-Foreign Status Affidavit. Seller shall deliver an Affidavit of Non-Foreign Status in the form as required under law.

(c) Other Documents. Purchaser and Seller shall deliver such other documents as necessary to transfer or assign the Property to Purchaser, and provide for assumption of liabilities by Purchaser as provided herein.

(d) California Withholding Certificate. A dully executed California Franchise Tax Board ("**FTB**") Form 593-C Withholding Certificate and such other documents required by Escrow Agent in order to comply with California withholding requirements.

9. Closing.

(a) Closing Date. The Closing Date shall be on a business day as agreed to by Seller and Purchaser, but in all events shall be on a date no later than the Outside Closing Date, unless this date is mutually extended in writing by Seller and Purchaser in the exercise of their respective sole discretion.

(b) Time and Place. The Closing shall take place through Escrow on the Closing Date at the offices of Escrow Agent.

(c) Payment of Purchase Price. Purchaser shall deliver to Escrow on or before the Closing Date a wire transfer of immediately available funds in the amount of the Purchase Price plus any prorations, costs and expenses hereunder payable by Purchaser, and less the amount of the Deposit. The amount of the Deposit shall be paid to Seller and credited against the Purchase Price upon Closing.

(d) Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date.

(e) Closing Costs. Seller shall pay at Closing the premium for the standard coverage policy of title insurance, documentary transfer fees, all transfer taxes and one-half of: i) the escrow fees; and ii) the recording fees. Purchaser shall pay the premium for the extended coverage policy of title insurance, the cost of any endorsements to the Title Policy, and one-half of the escrow fees and recording fees. Seller and Purchaser shall each be responsible for paying their respective attorneys' fees and costs, if any.

(f) Settlement Statement and Disbursement Ledger. Escrow Agent shall prepare and deliver to the parties on the Closing Date a correct Settlement Statement and Cash Receipts and Disbursements Ledger.

(g) Title Policy. Title Company shall deliver the Title Policy to Purchaser within fifteen (15) business days following the Closing Date.

10. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, as follows:

(a) Status of and Execution by Seller. Seller is a general law city.

(b) Mechanics Liens, Violation of Laws and Litigation. There are no mechanics liens outstanding with respect to the Property as a result of work performed thereon by Seller, or contractors or agents of Seller, except any of the same as shall be removed (or endorsed over by Title Company) as of the Closing Date. Seller has not received written notice from any governmental authority of any environmental condition at the Real Property that does not comply with applicable environmental laws and regulations. Seller has not received written notice from any governmental authority of any violation of any applicable law, ordinance, rule or regulation applicable to the Real Property that have not been cured. Seller has not received written notice from any governmental authority of any pending condemnation action against any of the Real Property. There are no litigation matters affecting the Real Property currently pending or threatened.

(c) Accuracy of Documents and Information. All documents furnished prior to or during the Investigation Period and any other agreements, matters and things to be submitted to Purchaser by Seller pursuant to this Agreement, or otherwise, will be to the best of Seller's knowledge true, correct and complete copies thereof as of the date of submission thereof.

11. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as of the Effective Date and as of the Closing Date, as follows:

(a) Status of and Execution by Purchaser. Purchaser is now and on the Closing Date will be: (i) duly formed and validly existing as a Florida corporation; (ii) duly authorized, qualified and licensed under the laws of the State of California to conduct business and to acquire the Property; and (iii) duly authorized, qualified and licensed to do all things required of it under or in connection with this Agreement, including to execute, deliver and perform this Agreement. All agreements, instruments, and documents herein provided to be executed by Purchaser will be duly executed by and binding upon Purchaser as of the Closing.

(b) No Violations. Neither this Agreement nor any of the agreements, instruments and documents herein provided to be executed or to be caused to be executed by Purchaser violate or will violate any provision of any agreement, law, regulation or judicial order to which Purchaser is a party or by which it is bound.

12. Condition of the Property. Purchaser acknowledges that Seller is selling, and Purchaser shall accept, the Property in an "AS IS" condition without any representation or warranty whatsoever by Seller relating to the Property, with the exception of the express, limited representations and warranties set forth in Section 10 above.

13. Casualty or Condemnation. If prior to the Closing Date, if any portion of the Property shall be destroyed or substantially damaged, or any portion shall become the subject of any proceedings, judicial, administrative, or otherwise, for eminent domain or condemnation, Seller shall promptly notify Purchaser thereof, and Purchaser may then, within five (5) business days after delivery of Notice of the same by Seller, elect to terminate this Agreement by giving Seller Notice thereof, in which event the parties hereto shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder, and the Deposit shall be returned to Purchaser (less only Purchaser's fifty percent (50%) share of Escrow fees and costs). If the Closing Date is within the aforesaid five (5) business day period, then the Closing shall be extended to the next business day following the end of said five (5) day period. If (i) less than ten percent (10%)

of the Property is destroyed or substantially damaged or subject to taking and the insurance proceeds to be received by Purchaser hereunder are sufficient to put the Property in the same condition it was in prior to the casualty or taking, or (ii) Purchaser elects to complete the transactions contemplated herein as provided above notwithstanding destruction or eminent domain or condemnation proceedings involving ten percent (10%) or more of the Property, this Agreement shall remain in full force and effect and the purchase contemplated herein, less any portion of the Property taken by eminent domain or condemnation, if any, shall be consummated with no further adjustment or modification and at the Closing Seller shall assign, transfer, and set over to Purchaser all the right, title, and interest of Seller in and to any insurance proceeds (together with a credit against the Purchase Price equal to any deductible) resulting from the casualty or any awards that have been or may thereafter be made for the taking or condemnation.

14. Default and Remedies.

IF (I) PURCHASER IS IN DEFAULT OF THIS AGREEMENT PRIOR TO THE CLOSING, (II) PURCHASER FAILS TO CURE SUCH DEFAULT ON OR BEFORE THE DATE WHICH IS THREE (3) DAYS AFTER NOTICE THEREOF FROM SELLER (OR, IF EARLIER, ON OR BEFORE THE OUTSIDE CLOSING DATE), AND (III) SELLER ELECTS TO TERMINATE THIS AGREEMENT DUE TO PURCHASER'S DEFAULT, THE DEPOSIT, THE ADDITIONAL DEPOSIT(S)(IF PAID) AND ALL OTHER PAYMENTS AND THINGS OF VALUE DELIVERED BY PURCHASER SHALL BE DEEMED LIQUIDATED DAMAGES BY PURCHASER AND RETAINED ON BEHALF OF SELLER, AND BOTH PARTIES SHALL THEREAFTER BE RELEASED FROM ALL FURTHER OBLIGATIONS UNDER THIS AGREEMENT OTHER THAN PURCHASER'S INDEMNITY OBLIGATIONS UNDER SUBSECTIONS 5(a) AND (b) IF (I) SELLER IS IN DEFAULT OF THIS AGREEMENT PRIOR TO THE CLOSING, (II) SELLER FAILS TO CURE SUCH DEFAULT ON OR BEFORE THE DATE WHICH IS FIVE (5) DAYS AFTER NOTICE THEREOF FROM PURCHASER (OR, IF EARLIER, ON OR BEFORE THE OUTSIDE CLOSING DATE), AND (III) PURCHASER ELECTS TO TERMINATE THIS AGREEMENT DUE TO SELLER'S DEFAULT, PURCHASER SHALL BE ENTITLED TO OBTAIN A RELEASE OF THE DEPOSIT IN THE EVENT THAT PURCHASER DOES NOT PURSUE THE REMEDY OF SPECIFIC PERFORMANCE, OR ALTERNATIVELY TO PURSUE THE REMEDY OF SPECIFIC PERFORMANCE PROVIDED THAT THE DEPOSIT REMAINS WITH ESCROW.

PURCHASER AND SELLER ACKNOWLEDGE THAT PURCHASER'S AND SELLER'S DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE IN THE EVENT, RESPECTIVELY, OF PURCHASER'S OR SELLER'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT AND THAT THE DEPOSIT AND THE LIQUIDATED RECOVERY SET FORTH ABOVE, FOR SELLER IN THE EVENT OF PURCHASER'S BREACH, AND FOR PURCHASER IN THE EVENT OF SELLER'S BREACH, ARE REASONABLE ESTIMATES OF SUCH DAMAGES. THE DEPOSIT AND SUCH OTHER PAYMENT SHALL, THEREFORE, BE LIQUIDATED DAMAGES TO, RESPECTIVELY, SELLER AND PURCHASER, AND RETENTION THEREOF OR RECEIPT THEREOF (EXCEPT FOR PURCHASER'S ELECTION TO PURSUE SPECIFIC PERFORMANCE) SHALL BE, RESPECTIVELY, SELLER'S AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR THE OTHER PARTY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT IN THE EVENT THE NON-DEFAULTING PARTY ELECTS TO TERMINATE THIS

AGREEMENT. SELLER EXPRESSLY WAIVES THE REMEDIES OF SPECIFIC PERFORMANCE AND ADDITIONAL DAMAGES, AND PURCHASER EXPRESSLY WAIVES ANY ADDITIONAL DAMAGES IN CONNECTION WITH AN ACTION FOR SPECIFIC PERFORMANCE OR DAMAGES IN EXCESS OF THE LIQUIDATED AMOUNTS. PURCHASER AND SELLER FURTHER ACKNOWLEDGE BY THEIR INITIALS BELOW THAT THEIR RESPECTIVE WAIVER OF THEIR RIGHTS PURSUANT TO THIS SECTION 14 IS MATERIAL CONSIDERATION FOR THE OTHER PARTY TO ENTER INTO THIS AGREEMENT.

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SELLER'S INITIALS
PURCHASER'S INITIALS

15. **Brokerage Commissions.** Buyer has been represented by Zach Leffers with SRS Real Estate Partners. Buyer shall pay any resulting brokerage fee per separate agreement with Buyer at close of escrow. Except for the foregoing broker, each Party represents and warrants to the other that neither has used any other broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from the breach by the indemnifying party of the warranties and representations in this Section 15. Except as provided above, Purchaser hereby represents and warrants to Seller that Purchaser has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement. Seller hereby represents and warrants to Purchaser that Seller has not incurred, and shall not have incurred as of the Closing Date, any liability for the payment of any brokerage fee or commission in connection with the transaction contemplated in this Agreement with respect to the Property. Seller and Purchaser hereby agree to defend, indemnify and hold harmless the other from and against any and all claims of any other person claiming a brokerage fee or commission in connection with the Property through such party.

16. **Miscellaneous.**

(a) 1031 Exchange. At no expense to or delay of the rights of the cooperating party, each party agrees to cooperate with the other in connection with a 1031 exchange of the Real Property.

(b) Entire Agreement. This Agreement supersedes all prior discussions, agreements and understandings between Seller and Purchaser, and constitutes the entire agreement between Seller and Purchaser with respect to the transaction herein contemplated. This Agreement may be amended or modified only by a written instrument executed by Seller and Purchaser.

(c) Waiver. Each party hereto may waive any breach by the other party of any of the provisions contained in this Agreement or any default by such other party in the observance or performance of any covenant or condition required to be observed or performed by it contained herein; provided, however, that such waiver or waivers shall be in writing, shall not be construed as a continuing waiver, and shall not extend to or be taken in any manner whatsoever to affect any subsequent breach, act or omission or default or affect each party's rights resulting therefrom. No waiver will be implied from any delay or failure by either party to take action on account of any default by the other party. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

(d) Further Assurances. Each party hereto shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

(e) Notices. All notices and demands, given or required to be given by any party hereto to any other party (“Notices”) shall be in writing and shall be deemed to have been properly given if and when delivered in person, sent by fax with electronic confirmation of receipt thereof and with concurrent mailing by U.S. Postal Service delivery, or three (3) business days after having been deposited in any post office, branch post office, or mail depository maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

TO SELLER: City of Beaumont
 550 E. Sixth St.
 Beaumont, CA 92223

TO PURCHASER: MJC Investment Property I, LLC
 23421 South Pointe Dr., Suite 270
 Laguna Hills, CA 92653
 Attn: Casey McKeon

(f) Successors and Assigns; Survival. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Seller shall not assign its right, title or interest in or to this Agreement. Purchaser may assign all right, title or interest in or to this Agreement to any entity or person; provided that to be effective, any such assignment must be in writing, must contain an express assumption by the assignee of the assignor’s duties, obligations and liabilities under this Agreement and the identity of the assignee must be provided to the other party at least one (1) business day prior to Closing, and provided further that in the event of any such assignment, the assignor shall not be released from any of its duties, obligations or liabilities under this Agreement.

(g) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Real Property is located, exclusive of its choice of law rules.

(h) No Third Parties Benefitted. The parties do not intend to confer any benefit on any person, firm, or corporation other than Purchaser and Seller.

(i) Attorneys’ Fees. In the event of any dispute between any parties arising out of or in connection with this Agreement or any other document executed or delivered in connection herewith, including any litigation, arbitration, bankruptcy and appellate proceedings (and efforts to enforce the judgment, award or other disposition of any of the same), the party which prevails in such action (the “Prevailing Party”) shall be reimbursed by the other party for attorneys’ fees, costs and expenses incurred by the Prevailing Party in connection with such dispute. As used

herein, the "Prevailing Party" shall mean the party which obtains the net monetary recovery or, if no monetary recovery is sought, the party obtaining the greater nonmonetary relief.

(j) Time of Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

(k) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

PURCHASER:

MJC Investment Property I, LLC., a California limited liability company

By:  _____
Matthew J. Heslin, Manager

SELLER:

City of Beaumont

By: _____
_____, Managing Member

"ESCROW AGENT:" The undersigned acknowledges receipt of this Agreement and agrees to act in accordance with all applicable provisions contained herein.

First American Title Insurance Company

By: _____
Its: _____

EXHIBIT "A"Property Description From First American Title Insurance Company
File No: NCS-978117-SA1

File No.: NCS-978117-SA1

The Land referred to herein below is situated in the City of Beaumont, County of Riverside, State of California, and is described as follows:

PARCEL 1:

THAT PORTION OF LOTS 1 AND 2 IN BLOCK 129 AND THAT PORTION OF LOT 6 IN BLOCK 128, AS SHOWN BY AMENDED MAP OF TOWN OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 6, PAGES 16 AND 17](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, AND THAT PORTION OF MAGNOLIA AVENUE AS VACATED BY RESOLUTION DATED JUNE 10, 1963 AND JULY 28, 1964, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 129, SAID NORTHWEST CORNER BEING A POINT ON THE INTERSECTION OF THE EAST LINE OF BEAUMONT AVENUE AND THE SOUTH LINE OF FOURTH STREET, AS SHOWN ON SAID MAP;

THENCE SOUTH 00° 01' 35" WEST ON THE EAST LINE OF SAID BEAUMONT AVENUE, 80.00 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE LAND DESCRIBED BY DEED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES RECORDED OCTOBER 17, 1958 AS INSTRUMENT NO. [74753](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 57° 45' 23" EAST 65.19 FEET ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED TO THE STATE OF CALIFORNIA; THENCE CONTINUING ON THE SOUTHERLY LINE NORTH 80° 55' 49" EAST, 224.13 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 80° 55' 49" EAST, 54.41 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 129; THENCE SOUTH 89° 46' 21" EAST ON THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID FOURTH STREET, 95.59 FEET;

THENCE AT RIGHT ANGLES SOUTH 00° 13' 39" WEST, 125.00 FEET;

THENCE NORTH 89° 46' 21" WEST, PARALLEL WITH THE SOUTH LINE OF SAID FOURTH STREET, 161.91 FEET TO A POINT ON THE EAST LINE OF THE LAND DESCRIBED BY DEED TO CLARK E. HIGGENS, ET AL, RECORDED NOVEMBER 4,

1964 AS INSTRUMENT NO. [132905](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 00° 13' 35" EAST, PARALLEL WITH THE EAST LINE OF SAID BEAUMONT AVENUE, 69.56 FEET;

THENCE NORTH 80° 55' 49" EAST, PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES, 20.00 FEET;

THENCE AT RIGHT ANGLES NORTH 09° 04' 11" WEST, 44.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ALL OIL, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBON

SUBSTANCES UNDERLYING SAID LAND AS CONVEYED TO EDRIE REAVIS BY DEED RECORD OCTOBER 22, 1921 IN [BOOK 551, PAGE 598](#) OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

THAT PORTION OF THE EAST HALF OF BLOCK 129, AS SHOWN BY THE AMENDED MAP OF TOWN OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 6, PAGES 16 AND 17](#) OF MAPS, RECORDS OF RIVERSIDE, COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 129, SAID NORTHWEST CORNER BEING A POINT ON THE INTERSECTION OF THE EAST LINE OF BEAUMONT AVENUE AND THE SOUTH LINE OF FOURTH STREET, AS SHOWN ON SAID MAP;

THENCE SOUTH 00° 13' 35" WEST ON THE EAST LINE OF SAID BEAUMONT AVENUE, 80.00 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE LAND DESCRIBED BY DEED TO THE STATE OF CALIFORNIA, FOR HIGHWAY PURPOSES RECORDED OCTOBER 17, 1958 AS INSTRUMENT NO. [74753](#) OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 57° 45' 23" EAST 65.19 FEET ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED TO THE STATE OF CALIFORNIA;

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THENCE CONTINUING ON SAID SOUTHERLY LINE, NORTH 80° 55' 49" EAST, 278.54 FEET, SAID POINT BEING THE NORTHEAST CORNER OF SAID BLOCK 129;
 THENCE SOUTH 89° 45' 21" EAST ON THE WESTERLY PROLONGATION OF THE SOUTH RIGHT OF WAY OF SAID FOURTH STREET, 95.59 FEET;
 THENCE CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, SOUTH 89° 47' 21" EAST, 154.41 FEET TO THE NORTHEAST CORNER OF LOT 4 OF BLOCK 128 OF SAID AMENDED MAP OF BEAUMONT;
 THENCE SOUTH ON THE EAST LINE OF SAID LOT 4 AND THE SOUTHERLY PROLONGATION OF SAID EAST LINE TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO SOUTHERN PACIFIC RAILROAD COMPANY;
 THENCE IN A WESTERLY DIRECTION ON THE NORTH RIGHT OF WAY LINE OF SAID SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, SAID LINE HAVING A RADIUS OF 1,809.91 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE EAST LINE OF BEAUMONT AVENUE;
 THENCE NORTH 00° 13' 35" EAST ON THE EAST RIGHT OF WAY LINE OF SAID BEAUMONT AVENUE 40.62 FEET TO THE SOUTHWEST CORNER OF THE LAND DEEDED TO SHELL OIL COMPANY BY DEED RECORDED JULY 12, 1962 AS INSTRUMENT NO. 95619 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;
 THENCE SOUTH 89° 46' 25" EAST ON THE SOUTH LINE OF SAID SHELL OIL COMPANY PROPERTY AND THE EASTERLY PROLONGATION THEREOF, 170.00 FEET;
 THENCE NORTH 00° 13' 35" EAST, PARALLEL WITH THE EAST LINE OF SAID BEAUMONT AVENUE, 40.46 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 83° 28' 15" EAST, 94.22 FEET;
 THENCE NORTH 00° 13' 35" EAST PARALLEL WITH SAID EAST LINE OF BEAUMONT AVENUE, 30.44 FEET;
 THENCE SOUTH 89° 46' 21" EAST PARALLEL WITH THE SOUTH LINE OF FOURTH STREET, 106.32 FEET;
 THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID BEAUMONT AVENUE TO A POINT WHICH BEARS EAST 205.00 FEET FROM THE TRUE POINT OF BEGINNING;
 THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID FOURTH STREET, 205.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF THE EAST ONE-HALF OF BLOCK 129, AND A PORTION OF LOT 4 IN BLOCK 129, AND THAT PORTION OF MAGNOLIA AVENUE, VACATED AND THOSE PORTIONS OF ALLEYS LYING WITHIN SAID BLOCK 129, AS VACATED AS SHOWN BY THE AMENDED MAP OF THE TOWNS OF BEAUMONT, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN [BOOK 6, PAGES 16 AND 17](#) OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING DESCRIBE AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 129, SAID NORTHEAST CORNER BEING A POINT ON THE INTERSECTION OF THE EAST LINE OF BEAUMONT AVENUE AND THE SOUTH LINE OF FOURTH STREET, AS SHOWN ON SAID MAP;
 THENCE SOUTH 00° 13' 35" WEST ON THE EAST LINE OF SAID BEAUMONT AVENUE, 247.88 FEET TO ITS INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO SOUTHERN PACIFIC RAILROAD COMPANY;
 THENCE IN A EASTERLY DIRECTION OF THE NORTH RIGHT OF WAY LINE OF SAID SOUTHERLY PACIFIC RAILROAD RIGHT OF WAY, SAID LINE HAVING A RADIUS OF 1,809.91 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE CENTER LINE OF MAGNOLIA AVENUE; SAID INTERSECTION BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 00° 13' 35" EAST, ALONG SAID CENTER LINE OF SAID MAGNOLIA AVENUE, 55 FEET, MORE OR LESS;
 THENCE NORTH 89° 46' 21" WEST, PARALLEL WITH THE SOUTH LINE OF FOURTH STREET, 205.00 FEET;
 THENCE SOUTH 00° 13' 25" WEST, PARALLEL WITH THE WEST LINE OF SAID MAGNOLIA AVENUE, 40.49 FEET;
 THENCE NORTH 89° 46' 21" WEST PARALLEL WITH THE SOUTH LINE OF FOURTH STREET, 5.00 FEET, MORE OR LESS;
 THENCE SOUTH 00° 13' 35" WEST PARALLEL WITH SAID WEST LINE OF MAGNOLIA AVENUE, 40.68 FEET TO A INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO SOUTHERN PACIFIC RAILROAD COMPANY;
 THENCE IN A EASTERLY DIRECTION OF THE NORTH RIGHT OF WAY LINE OF AID SOUTHERLY PACIFIC RAILROAD OF WAY TO THE TRUE POINT OF BEGINNING.
 EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE PEOPLE OF THE STATE OF CALIFORNIA BY THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED JUNE 30, 1993 AS INSTRUMENT NO. [93-252286](#) OF

OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 4:

THAT PORTION OF LOT 6 AND LOT 8 OF BLOCK 128 AND LOTS 4 AND 5 OF BLOCK 128 AND THAT PORTION OF MAGNOLIA AVENUE, VACATED AND THOSE PORTION OF ALLEY, LYING WITHIN SAID BLOCK 128 AS VACATED, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 6, PAGES 16 AND 17 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK 129, SAID NORTHWEST CORNER BEING A POINT ON THE INTERSECTION OF THE EAST LINE OF BEAUMONT AVENUE AND THE SOUTH LINE OF FORTH STREET, AS SHOWN ON SAID MAP;

THENCE SOUTH 00° 13' 35" WEST ON THE EAST LINE OF SAID BEAUMONT AVENUE, 80.00 FEET TO ITS INTERSECTION WITH THE SOUTH LINE OF THE LAND DESCRIBED BY DEED TO THE STATE OF CALIFORNIA FOR HIGH PURPOSES RECORDED OCTOBER 17, 1958 AS INSTRUMENT NO. 74753 OF OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE NORTH 57° 45' 23" EAST, 65.19 FEET ON THE SOUTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED TO THE STATE OF CALIFORNIA;

THENCE CONTINUING ON SAID SOUTHERLY LINE, NORTH 80° 55' 49" EAST, 278.54 FEET, SAID POINT BEING THE NORTHEAST CORNER OF SAID BLOCK 129;

THENCE SOUTH 89° 46' 21" EAST ON THE WESTERLY PROLONGATION OF THE SOUTH RIGHT OF WAY OF SAID FOURTH STREET, 95.59 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ON SAID SOUTH RIGHT OF WAY LINE, SOUTH 89° 47' 21" EAST 154.41 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK 128;

THENCE SOUTH ON THE EAST LINE OF SAID LOT 4 AND THE SOUTHERLY PROLONGATION OF SAID EAST LINE TO A INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE RIGHT OF WAY AS ORIGINALLY GRANTED TO SOUTHERN PACIFIC RAILROAD COMPANY;

THENCE IN A WESTERLY DIRECTION OF THE NORTH RIGHT OF WAY LINE OF SAID SOUTHERLY PACIFIC RAILROAD RIGHT OF WAY, SAID LINE HAVING A RADIUS OF 1,809.91 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE CENTER LINE OF MAGNOLIA AVENUE;

THENCE NORTH 00° 13' 35" ALONG THE CENTER LINE OF SAID MAGNOLIA AVENUE, 100.00 FEET, MORE OR LESS;

THENCE SOUTH 89° 46' 21" EAST PARALLEL WITH THE SOUTH LINE OF FOURTH STREET, 55.50 FEET;

THENCE NORTH 00° 13' 39" WEST 125.00 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL OIL, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES UNDERLYING SAID LAND AS CONVEYED TO EDRIE REAVIS BY DEED RECORD OCTOBER 22, 1921 IN BOOK 551, PAGE 598 OF DEEDS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

ALSO EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO THE PEOPLE OF THE STATE OF CALIFORNIA BY THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED JUNE 30, 1993 AS INSTRUMENT NO. 93-252286 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

For conveyancing purposes only: APN

418-190-006-7 as to Parcel 1

418-190-005-6 as to Parcel 2

418-190-004-5 as to Parcel 3

418-190-007-8 as to Parcel 4

EXHIBIT "B"**DEVELOPMENT AND USE COVENANTS**

1.1.1 Covenants Running with the Land. Grantee/Buyer ("Grantee") and Seller/City of Beaumont ("Grantee" "City") agree that these covenants ("Covenant(s)") are a material part of the consideration for the Property and Grantor would not have agreed to sell the Property were it not for these covenants and agreements. These Covenants shall run with the Property and bind successive owners of the Property for the benefit of the City and its successors and assigns. It is the intent of the parties that the Grantee develop all of the parcels within the Property as a commercial project and the Grantee, its successors and assigns, may be referred to interchangeably as the "Developer" in this Covenant.

1.1.2 Use Covenants. The Property shall be used solely for the following uses as defined in the Beaumont Municipal Code Section 17.03. 120, table 17.03-3, or any successor ordinance: General Merchandise and Trade, Personal Services. Without limiting the forgoing, the following uses shall not be permitted on the property: industrial, manufacturing, business park, storage facility, equipment yards, parking facilities not attendant to another permitted use hereunder and utility uses. The term of the covenant in this Section 1.1.2 shall be for twenty five years.

1.1.3 Timely Development and Construction. Developer shall entitle all of parcels making up the Property for a permitted use under Section 1.1.2 within 18 months after the date of recordation of the Grant Deed or within such reasonable extensions of such time as may be granted by the City Manager in writing. Further, Developer shall obtain a Certificate of Occupancy for the Property no later than three (3) years after the recordation of the Grant Deed or within such reasonable extensions of such time as may be granted by the City Manager in writing. The Developer covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property, or any part thereof, that upon completion of construction, Developer shall cause to be opened on the Property an establishment or establishments permitted by Section 1.1.2. These Covenants shall run with the land and shall constitute equitable servitudes thereon, and shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns.

1.1.4 Application Process. Developer shall submit applications to the City for the entitlements within a reasonable period of time to allow them to be issued as provided in this Covenant. City will process Developer's applications for entitlements in good faith subject to applicable law in the same manner as it would process such applications for entitlements for other developers in the City. Developer shall comply with all applicable laws in applying for and developing the Property in accordance with this Covenant including but not limited to the California Environmental Quality Act ("CEQA"). City is not obligated to approve such applications if they do not meet all applicable legal requirements and City does not waive any of its governmental power or authority as a result of this Covenant. No action by the City with reference to this Covenant or related documents shall be deemed to constitute a waiver of any City legal requirements applicable to the Property or to the Developer, any successor in interest or tenants of the Developer. Notwithstanding any provision to the contrary in this Agreement, the Developer agrees to accept and comply fully with any and all reasonable conditions of approval applicable to all permits and other governmental actions affecting the Project and consistent with this Agreement. The Developer shall at its expense cause to be prepared, and shall pay any and all other fees pertaining to the review and approval thereof by the City, all required construction, planning and other documents reasonably required by governmental bodies pertinent to the development of the

Property hereunder including, but not limited to, specifications, drawings, plans, maps, permit applications, land use applications, zoning applications and design review documents, and any documents prepared pursuant to CEQA and shall cause the preparation by consultants any and all documents required pursuant to CEQA or as otherwise required by City.

1.1.5 Breach of Covenant. The City is deemed the beneficiary of the terms and provisions of this Covenant which constitutes covenants running with the land for and in its own right and for the purposes of protecting the interests of the community. The City shall have the right, if any of such covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or such other proper proceedings to enforce the curing of such breaches to which it or any other beneficiary of such covenants may be entitled, including, without limitation, to specific performance, damages and injunctive relief. If either party defaults under any of the provisions of this Covenant, the non-defaulting party shall serve written notice of such default upon such defaulting party. If the defaulting party does not commence to cure the default and diligently and continuously proceed with such cure within thirty (30) calendar days after service of the notice of default, and such default is not cured within a reasonable time thereafter, the non- defaulting party, at its option, may institute any action at law or equity including an action for specific performance of the terms of this Covenant. Such remedies shall include the right and option to repurchase the Property from Developer for the consideration paid to City without interest provided that City provides notice and opportunity to cure and notice of such exercise to the then record title holder at the address shown on the County Assessor's records within two years of the breach of this Covenant.

1.1.6 Release of Development Covenant. Following the written request therefor by the Developer and the completion of construction and development of the improvements, and the issuance of a Certificate of Occupancy, the City shall furnish the Developer with a recordable Certificate of Completion for the Property or similar document that will release the Property from the development covenants contained in Section 1.1.3 only.

EXHIBIT "C"

MAIL TAX STATEMENTS AND
RECORDED DEED TO:



APN: # _____ SPACE ABOVE THIS LINE RECORDER'S USE
Documentary Transfer Tax: _____

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF BEAUMONT ("Grantor"), hereby grants to _____ ("Grantee"), the following described real property in the City of Beaumont, County of Riverside, State of California, together with (i) all rights, privileges and appurtenances belonging or appertaining thereto.

See **Exhibit "A"** attached hereto and incorporated herein by reference.

Subject to the development covenant contained in **Exhibit "B"**.

Dated: _____, 2019

GRANTOR:

THE CITY OF BEAUMONT

By: _____

Date: _____



Staff Report

TO: Mayor and City Council Members

FROM: Jeff Hart, Public Works Director

DATE: November 19, 2019

SUBJECT: Award a Professional Services Agreement to Akel Engineering Group, Inc., for the Development of a Wastewater Master Plan in an Amount Not to Exceed \$324,086

Background and Analysis:

Recognizing a need to assess the City of Beaumont's sewer system, project system growth, accurately quantify development impacts, and develop a Capital Improvement Plan (CIP), the City solicited a request for proposals (RFP) for the development of a Sewer System Master Plan (Master Plan) on August 16, 2019 (see attached RFP). Staff was seeking qualified firms that have extensive experience in sewer system master planning, hydraulic modeling, and condition and capacity assessment.

The City received proposals from 5 consulting firms on September 27, 2019. The following table summarizes the proposals received, and their respective cost:

Firm	Proposed Fee
Gannett Fleming, Inc.	\$385,732
Kimley-Horn and Associates, Inc.	\$555,481
NV5	\$773,014
Akel Engineering Group	\$413,161
Albert A. Webb and Associates	\$370,000

City staff reviewed the proposals and ranked them according to the following criteria.

Criteria	Points
Project Approach, Work Plan, and Duration	30
Project Team Organization and Qualifications	25
Related Experience and Past Projects	25
References	10
Proposed Fee	10

Total	100
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The top 3 firms were selected to proceed to the interview stage. Gannett Flemming, Inc., Albert A. Webb and Associates, and Akel Engineering Group were all selected to be interviewed on October 11, 2019. Gannett Flemming, Inc., withdrew from consideration leaving Albert A. Webb and Associates and Akel Engineering Group as the remaining firms to be interviewed. After careful consideration, reference checks, and contract negotiations, Akel Engineering Group was selected as the firm best suited to fulfill the Master Plan project (see attached proposal).

In negotiating with Akel Engineering Group it was determined that the price could be reduced by alleviating the annual hydraulic model update as this would be a future year project, as well as alleviating Task # 6, Development of Engineering Design Standards. The City has formally adopted Eastern Municipal Water District Engineering Standards which have proven to be robust, allowing staff comfort that the development of City specific engineering standards can be deferred to a future year project.

Additionally, the City released an RFP for the Mesa Lift Station and Force Main Feasibility Study on September 5, 2019. In negotiating with Akel Engineering Group, it was determined the required scope of work within the Mesa lift station study was already encompassed into the Master Plan study but could have an accelerated schedule to meet the City's needs (see attached revised scope and fee). The Mesa lift station study is in the FY19/20 CIP in the amount of \$100,000, and the Master Plan is in the FY19/20 CIP in the amount of \$300,000.

Staff has agreed to a revised contract price of \$324,086 with Akel Engineering Group to perform both the Master Plan project as well as the Mesa lift station study. The negotiated price is \$75,914 less than the combined amount of \$400,000 listed in the FY19/20 CIP for both the Master Plan project and the Mesa lift station study.

Fiscal Impact:

The cost to prepare this staff report and associated contract is estimated at \$1,000.

Recommendation:

1. Award a Professional Services Agreement to Akel Engineering Group, Inc. for the Development of a Wastewater Master Plan in an amount not to exceed \$324,086.

City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - Wastewater Master Plan RFP](#)

[Attachment B - Beaumont - Proposal Wastewater Master Plan](#)

[Attachment C - Reduction Tracking AEG Fee Estimate 110519](#)

[Attachment D - AEG WWCP Scope of Work 110519](#)

[Attachment E - SSMP PSA Akel](#)



Agenda Item No. 18.

Website:
www.ci.beaumont.ca.us

Address:
550 E. 6th Street
Beaumont, CA 92223

Phone:
951.769.8520

Request for Proposal for Professional Services for Wastewater Master Plan

Proposals Due By:
12:00 pm
September 27, 2019

Contact:

Jeff Hart
Director of Public Works
jhart@beaumontca.gov

Kristine Day
Assistant City Manager
kday@beaumontca.gov

RFP Available: www.publicpurchase.com



Introduction

The City of Beaumont (City) is seeking proposals for professional services from qualified firms (Consultant) interested in developing a Wastewater Master Plan for the City of Beaumont.

All services provided by the Consultant shall be performed by individuals who meet the qualifications, education, and certification/licensing requirements for the position. The successful Consultant shall also have the resources to provide cost effective and timely services to the City.

Qualified firms that submit a proposal will be evaluated in accordance with the requirements defined within this RFP. Upon successful negotiations with the City, the selected firm will provide professional services for the Wastewater Master Plan as described in this RFP.

Background

The City of Beaumont was incorporated in November 1912. The City is located in the western portion of Riverside County and is bounded on the west by Calimesa and unincorporated areas, on the north by the unincorporated County areas (Cherry Valley), on the south by unincorporated County areas and the City of San Jacinto, and on the east by the City of Banning. The land area within the City's boundaries is approximately 26 square miles.

Scope of Services

The Scope of Services for the Wastewater Master Plan is attached as Exhibit B.

Additional Responsibilities

The Consultant shall be responsible for completing the specified services in accordance with the City's Professional Services Agreement (Exhibit A).

Term

The term of the agreement shall be determined upon need of services and consistent with the City's policies. The initial period of the contract is for the duration of the project or three years, with two one-year extensions whichever is greater as approved by City Council, subject to agreement terms and the Beaumont Municipal Code.



Proposal Requirements

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below.

- A. Cover Letter: Maximum of two pages serving as an Executive Summary which shall include an understanding of the scope of services. The RFP shall be transmitted with a cover letter that must be signed by an official authorized to bind the consultant contractually. The letter accompanying the RFP shall also provide the name, title, address, and telephone number of individuals with the authority to negotiate and contractually bind the consultant. The cover letter constitutes certification by the consultant, under penalty of perjury, that the consultant complies with nondiscrimination requirements of the State and Federal Government. An unsigned proposal or one signed by an individual unauthorized to bind the consultant may be rejected.
- B. Introduction/Information: Introduction of the service proposal, including a statement of understanding for the types of services contemplated. Provide a discussion on how the objectives of the scope of services will be accomplished. Provide the name of the firm submitting the proposal, its mailing address, telephone number, and the name of the individual to contact if further information is required. Any participating firms and proposed sub-consultants shall be identified and included in the proposal (all sub-consultants must be approved by City prior to signing the agreement with City).
- C. Firm’s Approach: The firm’s approach to delivering the scope of services. Provide a description of the firm’s approach to communicating effectively with the City to facilitate successful delivery of assigned tasks.
- D. Firm Profile: Provide a description of the firm, including number of professional personnel, years in business, office location(s), organizational structure (e.g., corporation, partnership, sole practitioner, etc.), areas of expertise, etc.
- E. Resumes: Resume of all consultants on the team.
- F. Key Personnel: Provide a summary description of the key personnel, their roles and responsibilities, and their relevant experience. The proposal must name a project manager.
- G. References: Three to five references to include: name, address, contact person and phone number of the company, length of time services were provided, and a



description of the services provided.

- H. Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. Include a timeline to complete the tasks for the project.
- I. Cost: Cost proposal (including hourly rate) shall be submitted in a separate sealed envelope. This should include a not to exceed fee amount and fee schedule for services and hourly billable costs. The cost shall include a breakdown of the scope of services. The City may choose to award any or all services listed in the Scope of Work. Provide individual costs for additional monitoring should it be required.
- J. Related Projects: Please include a minimum of three (3) similar projects with a full description, timeline, and website to review the approved project.
- K. Additional Information: Any other information which should be considered, such as any special services or customer service philosophy which define your firm’s practice.

Submittal

Five (5) bound copies, one (1) unbound copy and one (1) color digital PDF copy of the proposal must be submitted no later than 12:00pm, Friday, September 27, 2019. Postmarks and faxes are not acceptable. Proposal must be titled “RFP for Professional Services for Wastewater Master Plan”. Requests for Clarifications (RFCs) or questions regarding this RFP shall be directed in writing to:

Jeff Hart, Director of Public Works & Kristine Day, Assistant City Manager
City of Beaumont
550 E. 6th Street, Beaumont, CA 92223
jhart@beaumontca.gov & kday@beaumontca.gov

No RFC or questions will be accepted after 12:00pm, Friday, September 6, 2019.

No postmarked proposals will be accepted. Once submitted, proposals, including the composition of the consulting staff, cannot be altered without prior written consent of the City.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 30 pages (not including resumes), using minimum 12-point font size. Electronic copies of the proposal will not be accepted.



All RFC’s and responses will be posted on Public Purchase within one week of the RFC due date.

Timetable for reviewing and evaluating proposals:

- | | |
|----------------------|------------------------------|
| 1. RFP Release | August 16, 2019 |
| 2. RFC Due | September 6, 2019 @ 12:00pm |
| 3. Proposal Due Date | September 27, 2019 @ 12:00pm |
| 4. Interviews | Early October |
| 5. Award Date | November 5, 2019 |

Confidentiality

Prior to the proposal submittal deadline, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the proposal submittal deadline, all responses will be regarded as public record and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

Non-Commitment to City

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The City may reject any proposal that does not conform to the instructions provided in this RFP. Additionally, the City reserves the right to negotiate all final terms and conditions of any proposal received before entering into final contract.

Conflict of Interest

The Consultant shall disclose any personal or professional financial, business, or other relationships with the City that may have an impact on the outcome of this contract or any resulting project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract.

Proposal Evaluation/Selection

The City intends to engage the most qualified consultant available that demonstrates a



thorough understanding of the City’s needs. City staff will use the following criteria to evaluate the proposals:

Criteria	Points
Project Approach, Work Plan, and Duration	30
Project Team Organization and Qualifications	25
Related Experience and Past Projects	25
References	10
Proposed Fee	10
Total	100

The City may request a qualification interview with the highest ranked consultants prior to determining the final ranking.. The City reserves the right to reject any and all proposals.

Exhibits

- A. Sample Professional Services Agreement
- B. Scope of Services

----- END OF REQUEST FOR PROPOSAL -----

EXHIBITS TO FOLLOW



EXHIBIT A

Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and [REDACTED] whose address is [REDACTED] (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide [REDACTED]; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: [REDACTED] and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates [REDACTED] as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed [REDACTED] dollars (\$,).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except

after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this

Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this

Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
City Manager

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL



EXHIBIT B

Scope of Services

Request for Proposal for Professional Services for Wastewater Master Plan Scope of Work

(Excluding the City's Wastewater Treatment Plant)

Population and Development Projections:

- City staff to provide population projections and potential development projects for the Consultant to review.
- Consultant should review the City's Future Land Use Map, General Plan and Housing Plan.
- Consultant should review all active or current Specific Plans and Development Agreements.
- Consultant should identify existing capacity per basin of lift stations, 10" gravity mains and larger, and all force mains by EDUs.
- Consultant should identify future capacity per basin of lift stations, 10" gravity mains and larger, and all force mains by EDUs for a 20yr planning period.

Data Collection and Assessment of Wastewater System:

- Consultant should become fully familiar with all wastewater basins, wastewater lift stations, 10" gravity mains and larger, and all force mains to be able to provide a full condition assessment. This will require the consultant to perform some field assessment and not solely rely on City's GIS or as-built plans.
- Consultant should review and provide confirmation of the City's previous I&I study.
- Consultant should identify appropriate locations by basin for flow monitoring and daily flow.

Condition/Capacity Assessments:

- Consultant should perform an evaluation the City's conveyance system for existing and future capacity inclusive of flow monitoring.
- Consultant should perform an evaluation of the City's Lift Stations including a full condition assessment and capacity analysis for both existing and future.
- Consultant should develop preferred solutions and/or alternative solutions to correct deficiencies.
- Consultant should identify future lift station needs, as well as, any current redundant lift stations which could be eliminated.
- It is the City's expectation the consultant will utilize the best available technologies appropriate to the study which would result in gathering the most accurate large-scale condition data of the sewer infrastructure.
- Consultant should assess the exiting capacity of the system, specifically identifying the critical segments based on the data gathered from the field, existing documents and projected growth. Consultant should identify the critical segments in the order of priority that require immediate, near-term and long-term attention.
- Consultant should document known system deficiencies, maintenance efforts, and identify needed capital projects.

Hydraulic Model Development:

- Consultant should develop a dynamic, comprehensive hydraulic model from the compiled data by basin.
- Consultant should develop a detailed hydraulic model of the wastewater collection system calibrated against collected flow monitoring data.
-

Capital Improvement Plan Development:

- Consultant should identify and prioritize future capacity projects and timing per basin for lift stations, 10" gravity mains and larger, and all force mains by EDUs.
- Consultant should develop a procedure for evaluating the condition of existing infrastructure and prioritization of improvements.
- Consultant should address existing and future anticipated State Water Board and EPA regulations along with their impacts to the City of Beaumont wastewater systems including a Capacity, Management, Operations and Maintenance (CMOM) Program, Inflow and Infiltration (I/I) study, and Sanitary Sewer Overflow (SSO) Initiatives, etc. Consultant should address existing and future issues related to the system's functionality.
- Consultant should develop a multi-year phased capital improvement program including short term (1-5 years), near term (5-10 years), and long term (10-20 years) program.
- Consultant should prioritize improvements with engineered cost estimates and escalators (CPI).
- Consultant should develop individual project sheets for each recommended improvement.
- Based on topography and future land use, consultant should develop a plan for extending sewer service.

Development of Engineering Design Standards:

- Consultant should prepare City standards, standard construction drawings, specifications, requirements, and regulatory criteria for future developments.

Annual Hydraulic Model Update

- Consultant should provide a cost estimate for an annual hydraulic model update for annual developments and new GIS information within the system.
- Consultant should provide an hourly cost basis to review and analyze proposed development projects utilizing the developed model on an on-call basis.

Public Meetings and Presentations

- Consultant should plan to attend two workshop meetings with the City Council and provide two formal presentations to the City Council.

Deliverables:

- Consultant should provide Twenty-Five (25) copies of a bound Wastewater Master Plan Report with maps.
- Consultant should provide Ten (10) electronic copies of the Wastewater Master Plan Report with maps.
- Consultant should provide digital Wastewater System Model.
- Consultant should provide supporting wastewater system model operating manual.

The above is a broad outline of the scope of work. The detail scope of work will be worked out during the scoping phase of the study with the selected firm, upon completion of the selection process.



Professional Services for
Wastewater Master Plan
Proposal



AKEL
ENGINEERING GROUP, INC.

September 2019

COVER LETTER

September 27, 2019

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

Attn: Jeff Hart, Director of Public Works
 Kristine Day, Assistant City Manager

Subject: **Proposal— Professional Services for Wastewater Master Plan**

Dear Jeff and Kristine,

We understand the City of Beaumont is in the process of selecting a qualified consultant to develop a **comprehensive Wastewater Master Plan to address the existing system needs and serve as a planning document for growth**. Our experience and qualifications are presented in this Proposal, while the Fee Estimate is submitted in a separate envelope. Our team offers the following benefits:

- **Effective and Reliable Project Manager:** Our proposed project manager, Tony Akel, offers the value of a seasoned effective and reliable project manager **in hydraulic modeling, condition assessment, and infrastructure master planning**. Tony has a proven record of accomplishments in establishing effective working relationships with client staff and successfully producing concise and quality products.
- **Full-Service Specialty Master Planning Firm and Team with Continuity:** Our firm has a **combined 55 years of specialty experience** in wet infrastructure master planning, including sewer system master planning, and condition assessments. Our team includes **V&A** who will complete the sewer flow monitoring program for this project and the condition assessment of the sewer lift stations, and **Cannon** who will prepare City Standards, construction drawings and specifications.
- **Quick Response and Quality Deliverables:** Our extensive professional experience, and our approach to project management and attention to details, allow us to **work efficiently, respond quickly, and communicate effectively with quality deliverables**.

We have reviewed the RFP and acknowledge Addendums #1 through #3, as signed and attached under the Additional Information section of this proposal. Akel Engineering Group, Inc. agrees to comply with the RFP terms and conditions. Our team is committed and eager to working with you and your staff on this opportunity. We thank you for your consideration and look forward to hearing from you during the selection phase.

Respectfully Submitted,
AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
 President

Tony Akel Contact:

7433 North First Street, Suite 103
 Fresno, CA 93720
 Office: (559) 436-0600, ext. 12
 Mobile: (559) 593-5937
 Email: takel@akeleng.com

INTRODUCTION/INFORMATION

The City of Beaumont is seeking professional services from qualified consultants interested in developing a Wastewater Master Plan for the City of Beaumont. Our project understanding is based on information provided in the Request for Proposals.

KEY ELEMENTS

Our team has identified the following key elements:

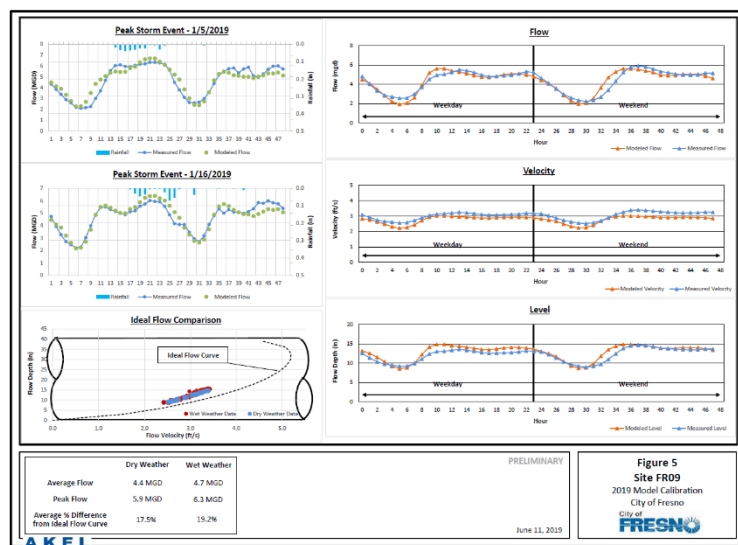
Key Element 1: Long-Term Development Impact

The purpose of a master plan is to support growth identified in the General Plan in a manner that maintains existing levels of service, while providing a nexus for existing and future growth costs. Land use planning and population assumptions must be pragmatic to ensure improvement sizing and construction triggers are realistic for budgetary planning. Our firm specializes in master planning and has extensive experience in evaluating land use plans using practical growth factors. This includes providing a reasonable nexus to population projections.

Land use planning and population assumptions **must be pragmatic** to ensure improvement sizing and construction triggers are **realistic for budgetary planning.**

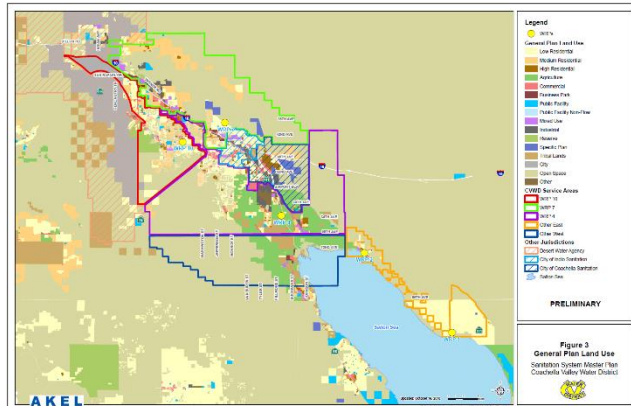
Key Element 2: Flow Monitoring

Flow monitoring is a critical task within sewer system master plans. **Flow monitoring provides the benchmark** for how the system behaves, and is a critical element in establishing the hydraulic model. The City has 9 lift stations that may serve as calibration points for flow monitoring. For the larger sewer collection basins, it may be beneficial to include additional monitors to document major trunkline flows to the lift station. Our firm has extensive experience in model calibration and has been working with V&A for over 10 years, successfully completing flow monitoring and master planning studies across the state of California.



Key Element 3: Comprehensive Planning Effort

Master Plans are intended to be comprehensive and defensible tools for engineering and public works staff, and are regularly followed by Capacity Fee updates. Accordingly, a master plan should identify a reasonable planning horizon and evaluate growth within the horizon, as well as provide the AB1600 nexus that allocates costs for growth to growth.



Key Element 4: New Master Plan and Model

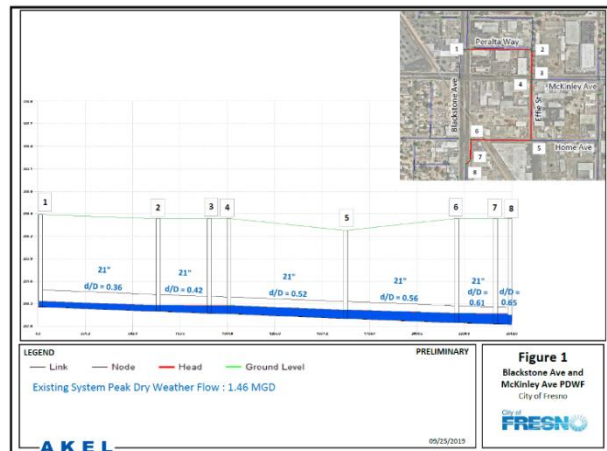
The master plan will be redeveloped, with a new hydraulic model. The City has proactively been updating their GIS, which serves as a critical basis for the validity of the master planning evaluation and recommendations. We have reviewed the GIS and found it has much of the required information for developing a new model, including the following:

- The system has 196 miles of pipe and 10 lift stations
- Pipe Diameters, Material, and As-Built fields seem to be complete
- Approximately 85% of the manholes have invert elevations and 90% have rim elevations.



Key Element 5: On-Call Modeling Support

At the end of a master plan, the model becomes a beneficial tool for continued system evaluations, development studies, and operational enhancements. Our firm has been working on-call for Coachella Valley Water District, the city of Arcadia, and the city of Whittier. We have developed a proven methodology for completing on-call studies in a timely and cost-efficient manner.



SUBMITTING FIRM

Firm Information:	Contact Person:
Name: Akel Engineering Group, Inc.	Name: Tony Akel, P.E., Principal
Address: 7433 N. First Street, Suite 103 Fresno, CA 93720	Phone: (559) 436-0600
Phone: (559) 436-0600	Email: takel@akeleng.com

SUPPORT SUB-CONSULTANT

Villalobos and Associates

V&A Consulting Engineers, Inc. (V&A) is a consulting firm with a reputation and long-established history providing responsive service and successful solutions focused on corrosion engineering. Headquartered in Oakland, CA and founded by José Villalobos in May of 1979, V&A has evolved into a multi-disciplined engineering organization concentrating on civil infrastructure — primarily in the fields of water, wastewater, and transit. V&A now employs 43 team members in four offices located in Oakland and San Diego, CA, Houston, TX, and Las Vegas, NV.

V&A 155 Grand Ave Suite 700 Oakland, CA 94612 T: (510) 903-6600	Role: <ul style="list-style-type: none"> Flow Monitoring Lift Station Condition Assessment
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Akel Engineering Group and V&A have collaborated on several sewer master plans, including the Cities of South San Francisco, Gilroy, Morgan Hill, Madera, Shasta, and Marina Coast Water District.

Cannon

Founded in 1976, Cannon Corporation has been providing engineering consulting services to municipalities throughout the Central Coast of California as well as Southern and Central California. Our staff of more than 130 professionals includes registered civil, structural, mechanical, and electrical engineers; licensed land surveyors; Geographic Information System (GIS) specialists; instrumentation and controls (SCADA) specialists; construction managers; funding administrators; and planners. These professionals include experts in 3D scanning and modeling, permitting and compliance, Low Impact Development (LID), and the LEED certification process.

Cannon 1050 Southwood Drive San Luis Obispo, CA 93401 T 805.544.7407 F 805.544.3863	Role: Surveying
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FIRM'S APPROACH

FIRM AND AGENCY PARTNERSHIP

The City of Beaumont can expect a strong Line of Communication, from our proposed Project Manager and Principal-in-Charge, Tony Akel. Tony will serve as the primary contact for correspondence between City Staff and Akel Engineering Group, Inc. Additional technical staff will be allocated, as needed, to provide quick support to address City needs. **Our goal is to provide high quality products while promoting a flexible teamwork approach to ensure timely responses to City requests.**

Our mission on this project is to provide the City of Beaumont with high quality products that meet the project requirements, efficiently, while promoting a flexible teamwork approach.

➤ Direct Communication and Teamwork Approach with City staff

- Plan, coordinate, and manage the Project in order to achieve Project goals within the approved budget and schedule
- Prepare and maintain Project schedule on a regular basis
- Effectively communicate project status via e-mail, written correspondence, phone, and meetings
- Work closely with City of Beaumont's engineering and public works staff
- Develop Project alternatives and resolution to issues in a timely manner
- Provide direct supervision over work product of staff and subconsultants
- Provide quality control/quality assurance



➤ Project Workshops and Meetings

Frequent Teleconference, Web Conferences, Technical memorandums, meetings, and project workshops, are elements of communication to confirm project directions at every milestone, and to receive City staff approval. Documentation of workshops and meetings include: Listing attendees, Brief description of discussions items, Key decisions, Action items log, maintained throughout the project, and dates to complete, and Next milestone/meeting/workshop and tentative dates

ADHERING TO PROJECT SCHEDULES

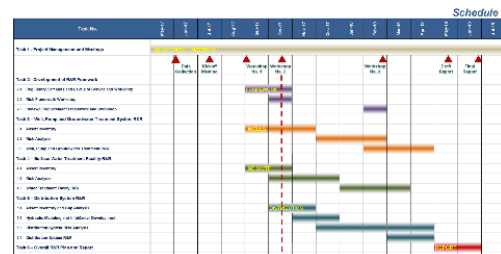
We follow a proven project management technique specific to master planning and developed based on over 25 years of specialty experience. The technique emphasizes effective communication and quick response to address expected and unplanned challenges throughout the duration of the project.

➤ **Quality of Deliverables**

Tony Akel has built a reputation for delivering high-quality infrastructure studies that meet client’s specific needs and standards, and available resources. First, he served as an employee of national firms, and since 2006 as a principal with Akel Engineering Group, Inc. We have also effectively retained national and local firms, as subconsultants, to assist in preliminary design, wastewater treatment plant decommissioning studies, wastewater treatment plant evaluations, flow monitoring, potholing, CCTV of sewer systems, surveying, and other specialties associated with the master planning efforts.

Deliverables will vary based on the type, nature, and scope of the specific project. Typical deliverables may include:

- Project Schedule
- Project base map in AutoCAD and GIS format
- Preliminary and Final Hydraulic Model Studies
- Preliminary Design Report
- Legal descriptions, plats, and easement documents (preliminary title reports, etc.)
- Plans for decommissioning of existing facilities to be abandoned
- Theory of Operation Document.



➤ **Monthly Progress Reports**

We have been praised by our clients on our **monthly progress reports** that detail:

- Project expenditures in the previous period, by task
- Budget Expended versus Budget Remaining, by task.
- Items requiring decision
- Upcoming milestones (submittals, workshops, meetings, etc.)



MAINTAINING QUALITY CONTROL

Tony Akel has built a reputation for delivering high-quality infrastructure planning and pre-design products that meet client’s specific needs and standards, within available budget constraints. Tony first served as a project manager with national firms, and since 2006 has been servicing as a principal with Akel Engineering Group, Inc.

PERSONNEL AND RESOURCES EFFICIENCY

Our infrastructure master planning specialists collaborate closely, and consult each other, during the analysis phase, especially when resolving challenging issues. Our engineering specialists also collaborate with our GIS specialists to develop quality graphical deliverables that accurately convey the analysis results.

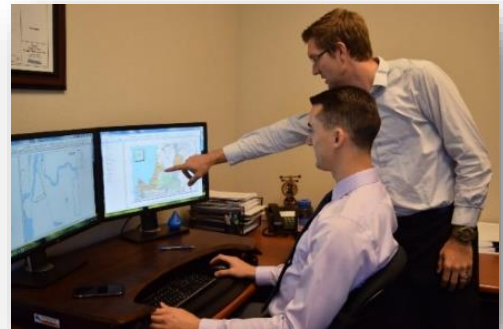
Our employees specialize in master planning and work from the Kickoff Meeting through Project closeout. Our Senior Engineers have been with the company over 10 years each.

➤ **Planning/Preliminary Engineering**

- Conduct utility research and obtain existing utility plans
- Review related planning and engineering documents
- Prepare appropriate preliminary technical studies
- Develop multiple alternative solutions based on sound engineering principles and describe the pros and cons of each alternative
- Provide preliminary cost estimates, including operational/maintenance costs for each proposed alternative
- Identify all local, state, and federal permits that will be required
- Prepare conceptual or preliminary drawings and exhibits for the preferred alternative as necessary

➤ **Technical Reports**

- Prepare various technical reports and hydraulic calculations
- Perform water and sewer hydraulic modeling studies using Info Water or InfoSWMM software by Innovyze



FIRM PROFILE

FIRM DESCRIPTION

Akel Engineering Group, Inc. (Akel) is a specialty engineering firm with over **50 years of combined staff specialty experience** providing consulting services in water resources infrastructure modeling and master planning. Akel has developed a proven efficiency gained through many years of successful project management and implementation, and is recognized in the industry for our **commitment to provide clients with high quality products**. We proudly serve clients throughout the state of California, and we continually strive to bring industry leading products and expertise to each of our projects.

Firm Information

Name: **Akel Engineering Group, Inc.**

Number of Professionals: 6

Type of Organization: S-Corporations

Established: 2006 (13 years)

Location: 7433 N. First Street, Suite 103
Fresno, CA. 93720

The firm's **infrastructure planning services** include hydraulic modeling, water quality modeling, risk and condition assessment, and infrastructure master planning for: water distribution, wastewater collection, non-potable/recycled water, irrigation, and storm drainage system master plans. Planning-related specialties include urban water management plans, water supply assessments, hydraulic model development and calibration, capital improvement budgets, cost sharing analysis, renewal and replacement plans, and GIS development and integration. Akel maintains state-of-the-art hydraulic modeling, water quality modeling, surge analysis, and risk and condition assessment modeling applications. These software packages include Innovyze's InfoWater, InfoWorks, InfoSWMM, InfoSewer, InfoSURGE, and InfoAsset Planner.



The firm's infrastructure design related services include utility design, preliminary utility planning, utility relocations, and peer review services for documents by other design firms. Additionally, we have developed effective and lasting partnerships with several national firms to provide our clients with quick response on various project specific expertise.

RESUMES

Please refer to the [Appendix](#) at the end of this proposal for [full staff resumes](#).

KEY PERSONNEL

Tony Akel, P.E.



Contact

7433 N. First Street, Suite 103
 Fresno, California 93720
 559-436-0060
takel@akeleng.com

Experience Summary

Tony Akel has over 30 years of professional experience in providing planning and design services related to the water, sewer, storm, recycled water, and irrigation delivery infrastructure.

Tony is especially effective in developing and maintaining clear project communications that provide quick response to challenges as they surface and result in successful project completions. Prior to starting his own business, he served as the Infrastructure Master Planning Group Manager for a major engineering firm.

Tony has effectively served as project manager, project engineer, and lead technical advisor on over 300 master plans. He is adept in the design of large utility pipelines and has prepared plans, specifications, and engineering estimates for 21,000 linear feet of 90-inch gravity sewer pipes, 10,000 linear feet of 42-inch double barrel force mains, and 22,000 linear feet of up to 30-inch water mains.

A solid computer background includes a proven efficient and analytical use of a variety of computer programs for engineering design applications and mapping, to include: water/wastewater systems analysis, Geographic Information System (GIS), database conversion and management, project scheduling, cost estimating, and other engineering applications.

He has substantial knowledge of state-of-the-art water distribution and wastewater collection hydraulic computer models and has provided on-line technical support on water/wastewater hydraulic computer modeling techniques throughout the continental United States.

REFERENCES

The following section contains a list of client references along with descriptions of our provided services demonstrating our capacity and capabilities.

Company and Contact Information	Services
<p>Armando Rodriguez, P.E., Engineering Manager – Sanitation/Electrical/NPW Coachella Valley Water District 75-515 Hovley Lane East Palm Desert, CA 92211 (760) 398-2661 ext. 2365 arodriguez@cvwd.org</p>	<p>Length of Service: 2009 – 2016</p> <p>Project 1 Services: GIS-Based Model Development and Sanitation Collection System Master Plan, and on-call professional Services.</p> <p>Project 2 Services: Criticality Analysis and Risk and Assessment Plan for Critical Collection System Assets.</p>
<p>Scott Creer, P.E., Deputy Director for Engineering City of Morgan Hill Engineering and Utilities 17575 Peak Avenue Morgan Hill, CA 95037-4128 (408) 310-4640 scott.creer@morganhill.ca.gov</p>	<p>Length of Service: 2014 - 2018</p> <p>Project Services: Water, Sewer, and Storm Drainage Master Plans and Recycled Water Feasibility Study.</p>
<p>Keith Helmuth, P.E., City Engineer City of Madera 205 W. Fourth Street Madera, CA 93637 (559) 661-5423 khelmuth@cityofmadera.com</p>	<p>Length of Service: 2017-2019</p> <p>Project Services: GIS-Based Model Development and Water, Sewer, Stormwater, Master Plans and Recycled Water Feasibility Study. Condition Assessment and Asset Management Plan.</p>
<p>Linda Jadeski, Engineering Services Manager West Valley Water District 855 W. Baseline Road Rialto, CA 92377 (909) 820-3713 ljadeski@wwwd.org</p>	<p>Length of Service: 2017-2019</p> <p>Project Services: GIS-Based Model Development, Water Demand Projections, EDU development, and Water System Master Plan</p>

SCOPE OF SERVICES

This table documents the RFP Scope of Work and our approach to key tasks.

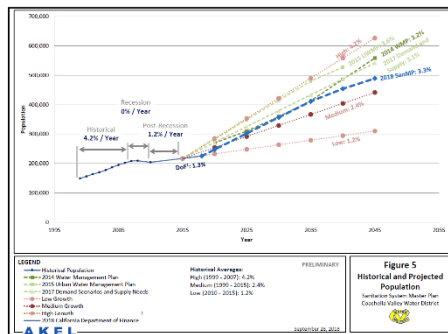
TEAM APPROACH

SCOPE OF WORK

1. Population and Development Projections

Our firm has developed many years of specialized experience in establishing a pragmatic means to estimating growth and for providing a nexus from growth to water demands and ultimately sewer flows.

As part of this effort, we will also develop and EDU Conversion table for use in developing capacity triggers.



- City staff to provide population projections and potential development projects for the Consultant to review.
- Consultant should review the City’s Future Land Use Map, General Plan and Housing Plan.
- Consultant should review all active or current Specific Plans and Development Agreements.
- Consultant should identify existing capacity per basin of lift stations, 10” gravity mains and larger, and all force mains by EDUs.
- Consultant should identify future capacity per basin of lift stations, 10” gravity mains and larger, and all force mains by EDUs for a 20yr planning period.

2. Data Collection and Assessment of Wastewater System

We will develop a request for information matrix that will be provided prior to the Kickoff Meeting, and intended to streamline the data gathering task and ensure an efficient transition into the project.

- Consultant should become fully familiar with all wastewater basins, wastewater lift stations, 10” gravity mains and larger, and all force mains to be able to provide a full condition assessment. This will require the consultant to perform some field assessment and not solely rely on City’s GIS or as-built plans.
- Consultant should review and provide confirmation of the City’s previous I&I study.
- Consultant should identify appropriate locations by basin for flow monitoring and daily flow.

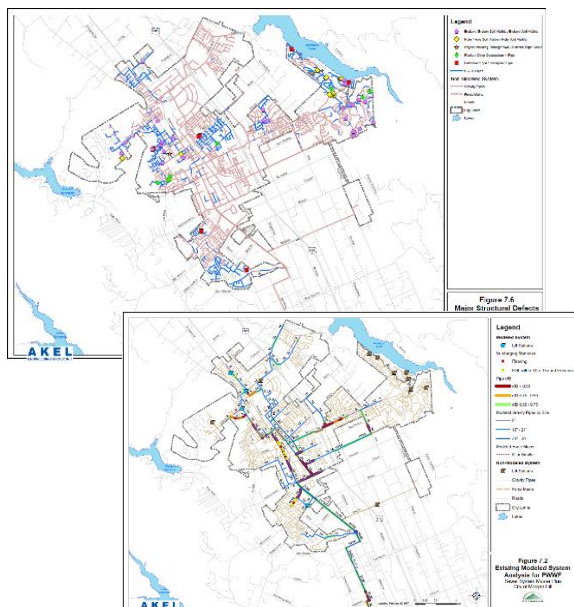
TEAM APPROACH

SCOPE OF WORK

3. Condition/Capacity Assessments

Our company has built a reputation on our hydraulic modeling capabilities, effectively developing and utilizing this tool to provide defensible capital improvement projects. We have also team up with V&A Consulting Engineers to complete a condition assessment of the lift stations. It should be noted that V&A is proposing to do an “above grade” inspection, and no confined space entry is included at this time.

We are also proposing to include a risk assessment of the collection system pipelines. Based on our review of the GIS, year of install information is not available, however, other criticality factors may be reviewed to help prioritize capital improvement projects.



- Consultant should perform an evaluation the City’s conveyance system for existing and future capacity inclusive of flow monitoring.
- Consultant should perform an evaluation of the City’s Lift Stations including a full condition assessment and capacity analysis for both existing and future.
- Consultant should develop preferred solutions and/or alternative solutions to correct deficiencies.
- Consultant should identify future lift station needs, as well as, any current redundant lift stations which could be eliminated.
- It is the City’s expectation the consultant will utilize the best available technologies appropriate to the study which would result in gathering the most accurate large-scale condition data of the sewer infrastructure.
- Consultant should document known system deficiencies, maintenance efforts, and identify needed capital projects. Consultant should assess the exiting capacity of the system, specifically identifying the critical segments based on the data gathered from the field, existing documents and projected growth. Consultant should identify the critical segments in the order of priority that require immediate, near-term and long-term attention.

TEAM APPROACH

SCOPE OF WORK

4. Hydraulic Model Development

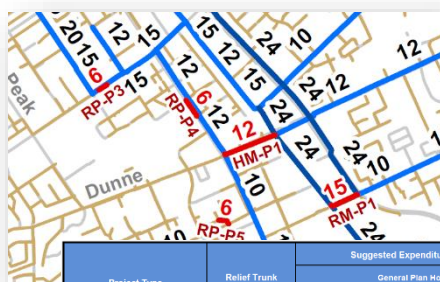
We have reviewed the GIS, as noted in the Key Elements section, and have found that approximately 85% of the system has invert elevations, and 90% have rim elevations. This is critical for the hydraulic model development, and will be used accordingly.

- Consultant should develop a dynamic, comprehensive hydraulic model from the compiled data by basin.
- Consultant should develop a detailed hydraulic model of the wastewater collection system calibrated against collected flow monitoring data.

5. Capital Improvement Plan Development

A defensible capital improvement program that meets the AB1600 nexus requirement is critical to a Master Plan. This element directly impacts Capacity Fees, which may follow the approval of the Master Plan. As indicated in Task 1, we intend to develop an EDU conversion table based on the findings of the land use review, and which may be used for calculating total system EDUs. This is useful for developing capacity triggers, and for calculating capacity fees.

- Consultant should identify and prioritize future capacity projects and timing per basin for lift stations, 10” gravity mains and larger, and all force mains by EDUs.
- Consultant should develop a procedure for evaluating the condition of existing infrastructure and prioritization of improvements.
- Consultant should address existing and future anticipated State Water Board and EPA regulations along with their impacts to the City of Beaumont wastewater systems including a Capacity, Management, Operations and Maintenance (CMOM) Program, Inflow and Infiltration (I/I) study, and Sanitary Sewer Overflow (SSO) Initiatives, etc. Consultant should address existing and future issues related to the system’s functionality.
- Consultant should develop a multi-year phased capital improvement program including short term (1-5 years), near term (5-10 years), and long term (10-20 years) program.
- Consultant should prioritize improvements with engineered cost estimates and escalators (CPI).
- Consultant should develop individual project sheets for each recommended improvement.
- Based on topography and future land use, consultant should develop a plan for extending sewer service.



Project Type	Relief Trunk	Suggested Expenditure Budget ¹			
		General Plan Horizon			
		Near-Term	Intermediate Term	Long-Term	
		2018-2020	2021-2025	2026-2030	2031-2035
Pipeline Capacity	\$27,823,301	\$3,030,098	\$2,133,295	\$1,807,775	\$0
Infiltration and Inflow		\$782,921	\$0	\$0	\$0
Rehabilitation		\$8,848,893	\$5,731,826	\$0	\$0
Joint Trunk Condition Assessment		\$200,000	\$0	\$0	\$0
Comprehensive Plan Updates		\$400,000	\$400,000	\$400,000	\$400,000
CCTV Sewer System		\$380,160	\$633,600	\$633,600	\$633,600
Currently Planned Projects		\$28,420,000	\$26,150,000	\$0	\$0
Total	\$27,823,301	\$42,062,072	\$35,048,721	\$2,841,375	\$1,033,600
Cumulative Cost	\$27,823,301	\$69,885,373	\$104,934,093	\$107,775,469	\$108,809,069

TEAM APPROACH**SCOPE OF WORK****6. Development of Engineering Design Standards**

We have teamed up with Cannon to develop the Engineering Design Standards. Cannon is a well known Southern and Central California Design Firm.

- Consultant should prepare City standards, standard construction drawings, specifications, requirements, and regulatory criteria for future developments.

7. Annual Hydraulic Model Update

Our firm specializes in hydraulic modeling, and we are currently providing on-call support to over 10 agencies throughout the state with their on-call modeling needs.

- Consultant should provide a cost estimate for an annual hydraulic model update for annual developments and new GIS information within the system.
- Consultant should provide an hourly cost basis to review and analyze proposed development projects utilizing the developed model on an on-call basis.

8. Public Meetings and Presentations

Our firm is experienced in leading public workshops and meetings, including developer stakeholder meeting, City Council status updates, and master planning workshops.

- Consultant should plan to attend two workshop meetings with the City Council and provide two formal presentations to the City Council.

Deliverables

Our firm has provided hydraulic model training to agencies throughout California. Accordingly, the training manual provided will address the basic needs of staff hydraulic modelers to evaluate the system.

- Consultant should provide Twenty-Five (25) copies of a bound Wastewater Master Plan Report with maps.
- Consultant should provide Ten (10) electronic copies of the Wastewater Master Plan Report with maps.
- Consultant should provide digital Wastewater System Model.
- Consultant should provide supporting wastewater system model operating manual.

TIMELINE ESTIMATE

The table below contains a timeline estimate for completing the tasks in this project.

Task	Task Description	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21
Task 1	Population and Development Projections		Projections											
Task 2	Data Collection and Assessment of Wastewater System	Data Collection												
Task 3	Condition/Capacity Assessments						Capacity and Condition							
Task 4	Hydraulic Model Development	Flow Monitoring				Model Setup								
Task 5	Capital Improvement Plan Development							Capital Improvement Plan						
Task 6	Development of Engineering Design Standards					Design Standards								
Task 7	Public Meetings and Presentations												Public Meetings	
Task 8	Draft and Final Report and Deliverables										Reports			
Task 9	Project Management and Meetings	Project Management												
Task 10	Annual Hydraulic Model Updates							On-Call Hydraulic Modeling Services						



RELATED PROJECTS

The following section includes a summary of our firm’s related experience.

2018 Sanitation System Master Plan – Risk and Condition Assessment

Project Description:

The objective of the 2018 Sanitation System Master Plan is a joint effort with CDMSith to provide a comprehensive planning document for the Sanitation Collection and Treatment facilities through the planning horizon of 2045. This includes land use planning, condition assessment, capacity planning, and CIP development.

Successful Outcomes for Representative Projects

- Develop a comprehensive land use planning document with a nexus to realistic population projections.
- Update the InfoSWMM whole-system model to include recent developments and flow estimates.
- Evaluate septic conversions for priority planning areas.
- Provide flow projections for the buildout service area, with a flow nexus to population at the 2045 planning horizon.
- Document improvements to service future growth, with planning triggers consistent with the horizon year.
- Perform a condition and risk assessment for priority pipelines in and near the Whitewater Channel.
- Develop a prioritized capital improvement program.
- Document the project findings in the 2018 Sanitation System Master Plan report.

COACHELLA VALLEY WATER DISTRICT

CONTRACT COST: \$360,000

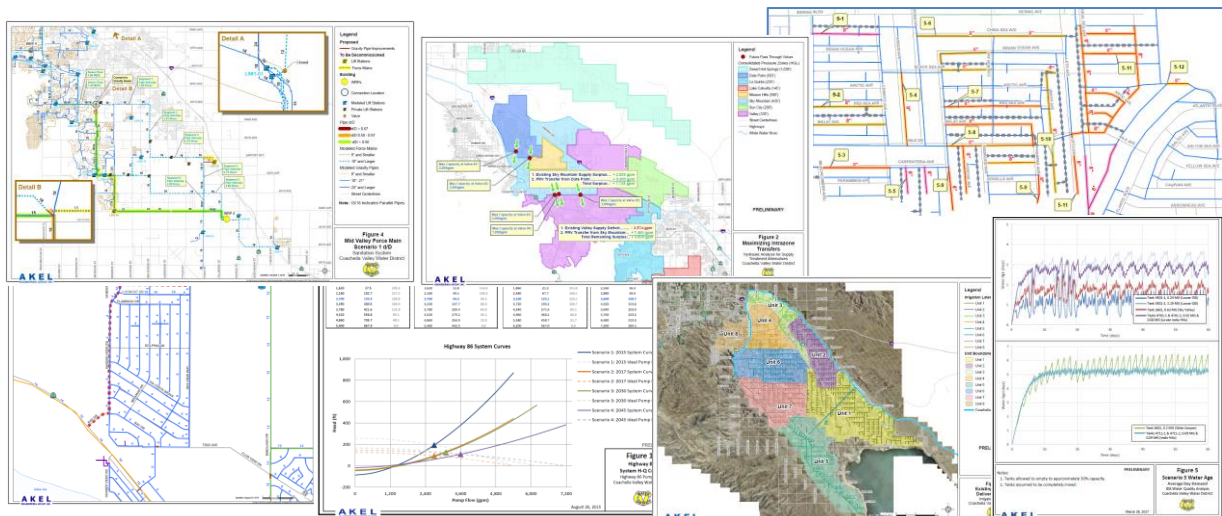
PROJECT DURATION: 2009-2016

AKEL TEAM ON THE PROJECT:

Tony Akel (PE), Kevin Tuttle (PE), Brad Kooiman (PE), Scott Orcutt (EIT), Parker Klemin (GIS)

CLIENT REFERENCE:

Armando Rodriguez, P.E.,
 Engineering Manager –
 Sanitation/Electrical/NPW
 Coachella Valley Water District
 75-515 Hovley Lane East Palm
 Desert, CA 92211
 (760) 398-2661 ext. 2365
 arodriguez@cvwd.org



2017-2018 Integrated Infrastructure Master Plans – Risk and Condition Assessment

Five Plans:

- **Water** Master Plan
- **Sewer** Master Plan
- **Storm** Drainage Master Plan
- **Recycled Water** Feasibility Study
- **Urban Water** Management Plan

Project Description:

The objective of these plans was to evaluate the capacity adequacy of the existing water, sewer, and storm drainage infrastructure, identify improvements needed to service future growth, and develop a capital improvement program (CIP). These plans are integrated to provide cohesive planning for water supply, wastewater system improvements, and pipeline infrastructure.

Successful Outcomes:

- Update planning and design criteria.
- Develop water demands and sewer flows, correlated to population and land use.
- Project future demands and flows through the Urban Growth Boundary based on population projections, accounting for water conservation. Alternate projections accounts for a future potential recycled water system.
- Evaluate growth scenarios and document recycled water uses, supply and feasibility of implementation.
- Develop a Capital Improvement Program with a short-term, intermediate-term and long-term phasing.
- Evaluate the feasibility of implementing recycled water use via construction of a scalping plant or importing recycled water from Gilroy or San Jose.
- Evaluate the feasibility of implementing a gray water program.
- Develop the Water, Sewer, Storm Drainage, and Recycled Water Master Plans and Urban Water Management Plan.

CITY OF MORGAN HILL

CONTRACT COST: \$360,000

PROJECT DURATION: 2014 - 2018

TEAM ON THE PROJECT:

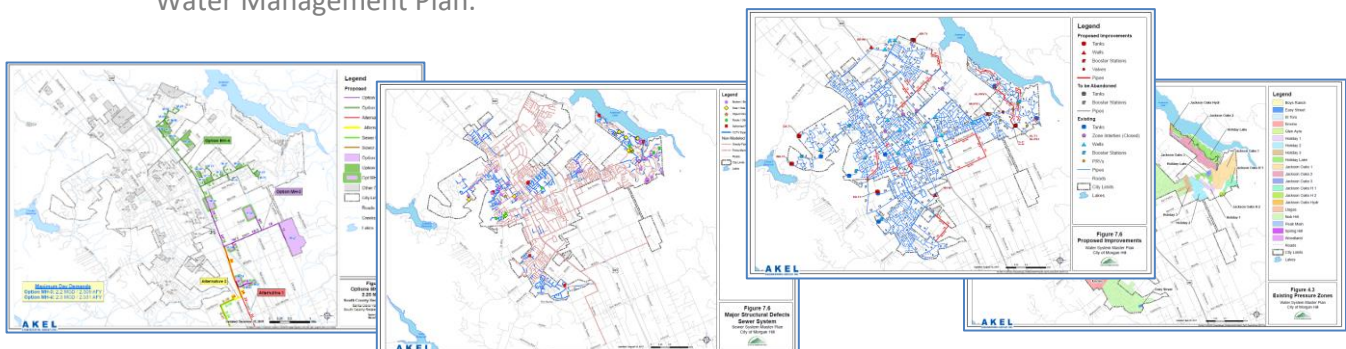
Tony Akel (PE), Kevin Tuttle (PE), Brad Kooiman (PE), Scott Orcutt (EIT), Parker Klemin (GIS)

SUBCONSULTANTS:

- MWH/Stantec
- Hydmet
- V&A

CLIENT REFERENCE:

Scott Creer,
Deputy Director for Engineering
City of Morgan Hill
Engineering and Utilities
17575 Peak Avenue
Morgan Hill, CA 95037-4128
(408) 310-4640
scott.creer@morganhill.ca.gov



2017-2018 Water and Sewer Condition Assessment and Asset Management Plan. 2014 Integrated Infrastructure Master Plans

Project Description:

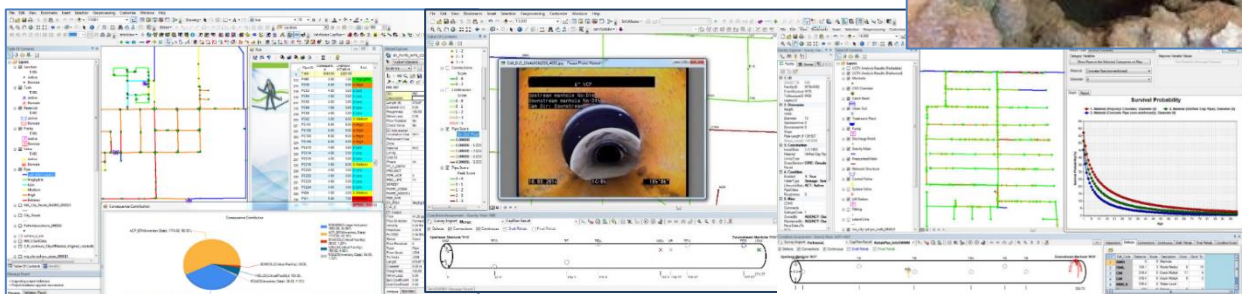
This project is a follow-up to the 2014 Water, Sewer, and Storm Drainage master plans. The objective of this project is complete a sewer and condition assessment and to develop an asset management plan for the water and sewer infrastructure.

Successful Outcomes:

- Update water and sewer system GIS for implementation in the Condition Assessment and Asset Management Plan.
- Oversee the CCTV of the sewer system and the leak detection of the water system.
- Integrate CCTV and leak detection data into the GIS and develop risk-based models for the water and sewer system.
- Evaluate the sewer system in InnoVizyze’s InfoMaster Sewer and the water system in InnoVizyze’s InfoMaster Water.
- Develop asset information strategies and IT functional requirements for implementation of CMMS software.
- Develop asset hierarchy for consistent referencing and memorializing assets owned and maintained by the City.

Upcoming Tasks:

- Develop rehabilitation and replacement program and cost analysis for capital projects.
- Develop Asset Management Plan and provide CMMS implementation



CITY OF MADERA

CONTRACT COST: \$2,000,000

PROJECT DURATION: 2017 - 2019

AKEL TEAM ON THE PROJECT:

Tony Akel (PE), Brad Kooiman (PE), Kevin Tuttle (PE), Scott Orcutt (EIT), Parker Klemin (GIS)

SUBCONSULTANTS:

- CH2M (Asset Management)
- MWH/Stantec (Lift Stations Condition)
- Nor-Cal (Sewer CCTV).
- American Leak Detection (Water)
- Kleinfelder (Water Pot Holing)
- Bedrock (Surveying)

CLIENT REFERENCE:

Keith Helmuth, City Engineer
 City of Madera
 205 W. Fourth Street
 Madera, CA 93637
 (559) 661-5423
 khelmuth@cityofmadera.com

2019 City-Wide Sewer System Master Plan

Project Description:

The intent of this project is to provide a City-Wide Master Plan Update to the Sewer Collection System. Historically, planning studies have been completed in the eastern portion of the city, east of 101. In 2017 Akel Completed a sewer system master plan for the east of 101. This project involves developing a City-wide system master plan and condition assessment. Key highlights include:

- Capacity Evaluations
- Condition Assessment
- Capital Improvement Plan
- Funding Analysis

Successful Outcomes:

- Flow Monitoring for Wet Weather Flows.
- Hydraulic Model Development, Calibration, and Capacity Analysis.
- Lift Station and Pipeline Condition Assessment
- 20-Year Capital Improvement Plan and Funding
- Document the project findings in the 2019 Sewer System Master Plan report.

CITY OF SOUTH SAN FRANCISCO

CONTRACT COST: \$373,700

PROJECT DURATION: 2018-2019

TEAM ON THE PROJECT:

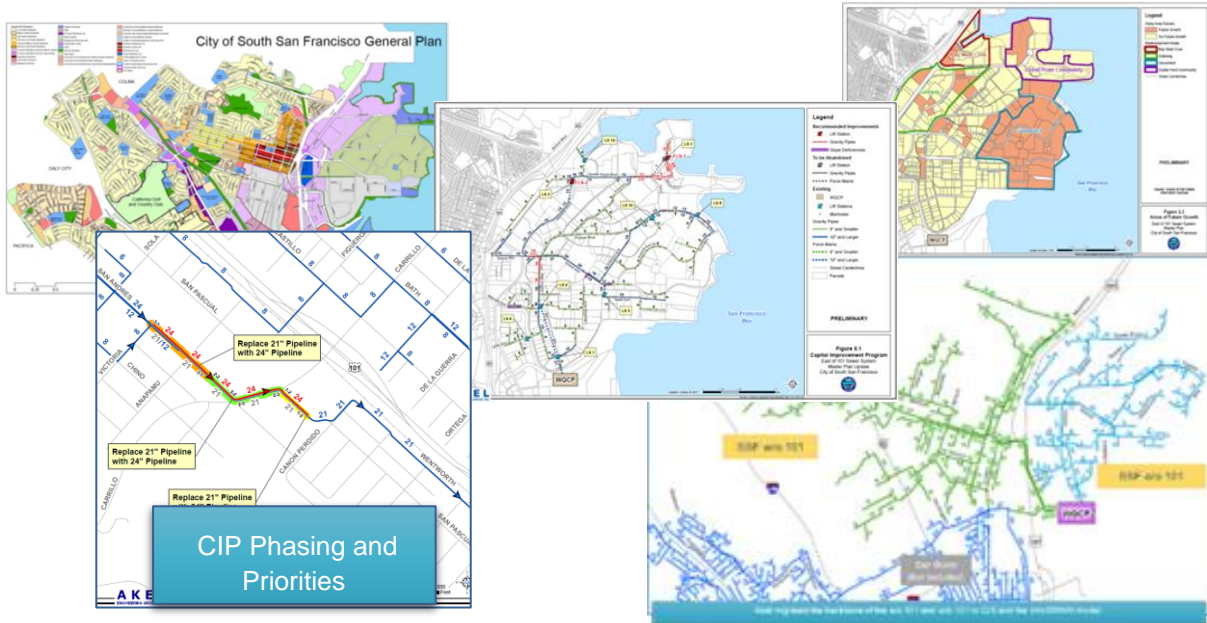
Tony Akel (PE), Kevin Tuttle (PE), Brad Kooiman (PE), Scott Orcutt (EIT), Parker Klemin (GIS)

SUBCONSULTANTS:

- Towill, Inc.
- Bartle Wells Associates
- V&A
- Stantec

CLIENT REFERENCE:

Jason Hallare, P.E., Associate Civil Engineer, Engineering Division
 City of South San Francisco
 315 Maple Avenue
 South San Francisco, CA 94080
 (650) 829-6667
 Jason.hallare@ssf.net



ADDITIONAL INFORMATION

This section includes signed and dated attachments of **Addendum #1 through #3**.



August 8, 2019

Addendum #1 Professional Services for Wastewater Master Plan

Attachments to Addendum #1

Attachment 1. Lift Station Map

Attachment 2. Lift Station Addresses

Acknowledgement of Addendum #1 (To be included with proposal)



Signature

9/20/19
Date

TONY AKEL
Print Name



September 9, 2019

Addendum #2 Professional Services for Wastewater Master Plan

Addendum #2

The City of Beaumont has solicited an RFP for the Mesa Lift Station and Force Main Feasibility Study on Public Purchase. The award date for this RFP is anticipated to be on November 5, 2019. This data and information will be available to the selected consultant for the Wastewater Master Plan once the analysis is completed. The Mesa Lift Station Analysis will be completed concurrently with the Wastewater Master Plan.

Acknowledgement of Addendum #2 (To be included with proposal)



Signature

9/20/19

Date

TONY AKEL

Print Name




**SEWER SYSTEM MASTER PLAN
CLARIFICATIONS
ADDENDUM #3
September 13, 2019**

- How much growth do you expect in Beaumont's service area?
 - *The service area is expected to remain the same, though development driven annexation may arise. The City of Beaumont will not expand the "service area" and will expect any expansion in service area will be via jurisdictional annexation into corporate boundaries. Population projection data can be found via the following link.*
 - [Population Data, GIS Data, and I&I Study](#)
- Do you have an existing hydraulic model? Do you have a software preference for the hydraulic model developed in this project?
 - *The City does not have a hydraulic model, nor a preference of software for the development of the hydraulic model.*
- How complete is your sewer GIS? Is it fully attributed with pipe diameter, material, upstream/downstream inverts, manholes, lift stations, etc?
 - *The City does have the majority of the system fully attributed, including diameter, material, inverts, manholes, and lift stations, and is attached to these clarifications in the following link. In some of the older areas (predominately downtown), the depth/inverts are missing.*
 - [Population Data, GIS Data, and I&I Study](#)
- How current are the City's CCTV sewer inspection videos? Do you have the full system CCTV inspected?
 - *The City has limited CCTV inspections available, typically based on maintenance needs. The City does not have the full system inspected, nor is it a requirement of this project.*
- How many miles is your system? The scope calls for condition assessment of the full system and we want to know total length to estimate fee.
 - *There is approximately 175 miles of gravity sewer and 20 miles of force mains.*
- Can you send a copy of your previous I&I study?
 - *The study can be found at the following location.*
 - [Population Data, GIS Data, and I&I Study](#)
- When was your last Sewer Master Plan and can we get a copy?
 - *The City does not have a current SSMP, the successful respondent will be developing a new SSMP.*
- For the purpose of the proposal, do you want to set a number of flow meters and flow monitoring duration for fee estimation purposes?

- *It is expected that the proposer will quantify a reasonable amount of flow meters in order to accurately achieve desired intent. The proposer should also provide a cost per additional meter as stated in the RFP.*
- Will the City provide access to the City's existing GIS information as it pertains to the wastewater system during the scoping efforts?
 - *As previously noted, GIS data is now attached to these clarifications.*
- Will the City provide access to available map books that illustrate the City's existing wastewater collection system during the scoping efforts?
 - *The City provides access to existing sewer improvement plans/as-builts online. Additionally, an overall map of the system was provided in Addendum #1.*
- Will the City provide access to the I&I study referenced in the RFP, completed by Southwest Hydroflow Analytics, during the scoping efforts?
 - *As previously noted, the study has now been provided.*
- Can you provide GIS files for the sewer system and land use? The online viewer does not appear to allow downloading.
 - *As previously noted, GIS data is now attached to these clarifications.*
- Can you confirm whether the City has any available topographic information for the service area?
 - *The City does not have any additional topographic information.*
- Can the City provide the referenced I&I Study?
 - *As previously noted, the study has now been provided.*
- Deliverables are noted to include "wastewater system model operating manual". Please confirm whether this is required.
 - *It is not expected that an operating manual be provided, rather an overview of the newly created model be given to City technical staff.*

Acknowledgement of Addendum #3 (To be included with proposal)



 Signature

 TONY AKEL
 Print Name

9/20/19

 Date

APPENDIX

AKEL TEAM RESUMES (FULL):

Tony Akel, PE



Contact

7433 N First Street, Suite 103
 Fresno, California 93720
 Phone: 559-436-0600
 Fax: 559-436-0622
www.akeleng.com

Education

MS Civil Engineering, California State University,
 Fresno, 1985
 BS Civil Engineering, California State University,
 Fresno, 1983

Registration

Professional Civil Engineer:
California License No. C-41682
Washington License No. 46708

Professional Affiliations

American Public Works Association (APWA)

San Joaquin Chapter Vice President 2018-2019
 San Joaquin Chapter Secretary 2017-2018
 San Joaquin Chapter Director 2016-2017

American Society of Civil Engineers (ASCE)

National Leader Training Committee 2015-2021
 California Infrastructure Report Card Co-Chair 2018-2019
 National Infrastructure Policy Committee 2015-2018
 National Engineers Week Committee 2011-2019
 Region 9 (California) Governor 2007-2010
 San Francisco Section President 2004
 Fresno Branch President 2000, 2001

Akel Engineering Group, Inc.

American Water Works Association (AWWA)

Association of California Water Agencies (ACWA)

Rotary International (RI)

North Fresno

Toastmasters International (TI)

Fresno TLC President 2000
 District 33 Area F4 Past Governor 2001

Employment History

2006-Present - Akel Engineering Group, Inc.
 1997-2006 - Carollo Engineers
 1992-1997 - Montgomery Watson (MWH Americas)
 1987-1992 - Boyle Engineering Corporation (AECOM)
 1985-1987 - Dimmick Corporation

Experience Summary

Tony Akel has over 30 years of professional experience in providing planning and design services related to the water, sewer, storm, recycled water, and irrigation delivery infrastructure.

Tony is especially effective in developing and maintaining clear project communications that provide quick response to challenges as they surface and result in successful project completions. Prior to starting his own business, he served as the Infrastructure Master Planning Group Manager for a major engineering firm.

Tony has effectively served as project manager, project engineer, and lead technical advisor on over 300 master plans. He is adept in the design of large utility pipelines and has prepared plans, specifications, and engineering estimates for 21,000 linear feet of 90-inch gravity sewer pipes, 10,000 linear feet of 42-inch double barrel force mains, and 22,000 linear feet of up to 30-inch water mains.

A solid computer background includes a proven efficient and analytical use of a variety of computer programs for engineering design applications and mapping, to include: water/wastewater systems analysis, Geographic Information System (GIS), database conversion and management, project scheduling, cost estimating, and other engineering applications.

City of Beaumont

Proposal—Wastewater Master Plan

He has substantial knowledge of state-of-the-art water distribution and wastewater collection hydraulic computer models and has provided on-line technical support on water/wastewater hydraulic computer modeling techniques throughout the continental United States. Representative experience includes:

Integrated Master Plans: Water Distribution, Sewer Collection, Storm Drainage, Recycled Water, Irrigation Delivery

- Project manager/engineer on the 2017 **water system, sewer system, and storm drainage system master plans** for the **City of Hanford**, California (population 55,000).
- Project manager/engineer on the 2017 **water system, sewer system, storm drainage system master plans and recycled water feasibility study** for the **City of Morgan Hill**, California (population 42,000).
- Project manager/engineer on the 2019 **water system, sewer system, and storm drainage system** master plans for the **City of Gilroy**, California (population 52,000).
- Project manager/engineer on the 2018 **water system, sewer system, and recycled water system master plans** for the **Marina Coast Water District**, California (population 32,000).
- Project manager/engineer on the 2014 **water system, sewer system, and storm drainage system master plans and recycled water feasibility study** for the **City of Madera**, California (population 61,400).
- Project manager/engineer on the 2013 **sewer system and storm drainage system master plans** for the **City of Yakima**, Washington (population 91,000).
- Project manager on the 2015 **sewer system model development and evaluation, water system model development and evaluation** for the **Coachella Valley Water District**, California (population 260,000).
- Project manager/engineer on the 2004 **water system, sewer system, storm drainage system, and Urban Water Management Plan** for the **City of Gilroy**, California (population 44,000).
- Project manager/engineer on the 2002 **water system, sewer system, and storm drainage system master plans** for the **City of Morgan Hill**, California (population 35,000).
- Project manager/engineer on the 2001 **water system and sewer system master plans** for the **City of Porterville**, California (population 41,000).

Akel Engineering Group, Inc.

- Project engineer /task manager on the 1997 **water system, sewer system and storm drainage system master plans** for the **City of Madera**, California (population 45,000).
- Project manager/engineer on several 2006-2017 special studies in support of the **Water, Sewer, and Storm Drainage Master Plans** for the **City of Morgan Hill**, California (population 35,000).
- Project manager/engineer on over 30 special studies in support of the **water, sewer, and recycled water systems** for **Coachella Valley Water District**, California (population 260,000).

Water Distribution Master Planning

- Project manager on the **Water Distribution System Hydraulic Modeling Services** for the **City of Fresno**, California (population 495,000). Leading a team that developed a GIS-Based hydraulic model, with AMI data. Services include evaluating feasible operational scenarios, water quality and trace analysis, assisting in construction phasing, and optimizing operations.
- Project manager/engineer on the 2014 **water system master plan** for the **City of Madera**, California (population 61,400). Directed a team that assembled the InfoWater hydraulic model, developed planning criteria and evaluated the water system for a 20-year urban development boundary. Project highlights include cost allocation analysis of major infrastructure including transmission mains, storage tanks and pump stations. Developed a staged capital improvement program (CIP) with construction triggers.
- Project Manager/Project Engineer on the 2013 **Hydraulic and Water Quality Modeling Analysis** for the **Santa Cruz Regional Desalination Plant**. Directed a team that consolidated and calibrated the **City of Santa Cruz** and **Soquel Creek Water District** models. Directed a team that evaluated the impact of routing new Desal water through the **City of Santa Cruz**, and to service **Soquel Creek WD**. The project included optimization analysis, coordination and confidence building to select a mutually beneficial phased alternative
- Project manager/engineer on the 2014 and 2010 **water system master plan** for the **City of Pittsburg**, California (population 60,000). Directed a team that assembled the H₂OMAP hydraulic model, developed planning criteria and evaluated the water system for a 20-year urban development boundary. Project highlights include cost allocation analysis of major infrastructure including transmission mains, storage tanks and pump stations. Developments included adding over 8,000 residential

City of Beaumont

Proposal—Wastewater Master Plan

dwelling units and the creation of five new pressure zones. Developed a staged capital improvement program (CIP) and construction triggers.

- Project manager/engineer on the 2012 Auto Center Driver Hydraulic Analysis for the **City of Buena Park** (population 82,000). Project included coordinating with adjacent **City of Fullerton**, to provide emergency connections for an industrial complex.
- Project manager/engineer on the 2011 Water System Supply and Storage Analysis for the **City of Morgan Hill** (population 39,000). Updated supply and storage requirements for a 20-year horizon.
- Project manager/engineer on the 2013 Water System Supply and Storage Analysis for the **City of Lindsay** (population 12,000). Updated supply and storage requirements for a 20-year horizon.
- Project Manager/Project Engineer on the 2010 Hydraulic Model Development and Water system analysis for Bay Street Gravity Replacement Project **City of Santa Cruz**, California population (55,000). In a partnership with City of Cruz staff, Tony has been working with the city's distribution system model since 2000. In 2007, developed an enhanced 12000-pipe model based on GIS and calibrated to EPS. System includes 10 storage tanks (47.1 MG), 11 booster stations, 14 pressure zones, surface and groundwater supply sources. Generated over 100 operational and emergency alternatives that meet seasonal demands through the year 2050. Using model for developing operational strategies during emergencies.
- Project manager on the 2009 Conceptual Water System Master Plan for the **Coachella Valley Water District**, California (population 260,000). Assembled a 20,000-pipe model extracted from CAD to H2OMAP Water that is used for developing water system improvements and operational strategies. Consolidated pressure zones for reliability.
- Project manager on over 20 special studies related to the existing water system for the **Coachella Valley Water District**, California Identified specific infrastructure improvements required from new projects to be serviced by the District in compliance with District Criteria.
- Project manager/engineer on several 2006-2010 special studies in support of the 2004 Water, Sewer, and Storm Drainage Master Plans for the **City of Gilroy**, California (population 44,000).
- Project manager/engineer on several 2006-2010 special studies in support of the 2002 water, Sewer, and Storm Drainage Master Plans for the **City of Morgan Hill**, California (population 35,000).
- Project manager/engineer on the 2004 water system master plan for the **City of Gilroy**, California (population

44,000). Project consisted of assembling a hydraulic model in H₂ONET[®], evaluating the water system, recommending enhancements, and developing a capital improvement program to comply with AB 1600. Maintaining model current and using for several special studies in 2005, 2006, and 2007.

- Project manager/engineer on the 2002 water system master plan for the **City of Morgan Hill**, California (population 35,000). Assembled the H₂ONET[®] and H₂OMAP hydraulic model for a 12-pressure-zone system, developed planning criteria and evaluated the water system for a 20-year urban growth boundary. Developed a staged capital improvement program (CIP) to comply with AB 1600. Discussed financing and funding alternatives. Maintaining model current and using for several special studies in 2005, 2006, and 2007.
- Project manager on several 2006-2010 special studies related to the water system master plan for the **City of Madera**, California (population 45,000). Evaluated supply requirements and fire flow analysis
- Project Manager on the 2008 Hydraulic Model Development and master for the **Palmdale Water District**, California (population 125,000). Resolved convergence in a 20,000-pipe model extracted from GIS to Infowater and used for developing improvements and operational strategies. System with 20 storage tanks (50 MG), 14 booster stations, 10 pressure zones, PRVs, surface and groundwater supply sources.
- Project Manager on the Hydraulic Model Assembly for the **City of Glendale**, California (population 210,000). Performed hydraulic calibration on a complex 40,000 pipe H₂OMAP[®] hydraulic model with 18 pressure zones, MWD connections, 26 storage tanks, 30 active booster stations, and over 385 miles of pipes up to 48-inch diameter. The model is used for optimizing the operation of potable water distribution and for meeting WQ regulations including Stage 2 Disinfection Byproduct Rule (DBPR).
- Project manager on the Water Transmission Grid Main Model for the **City of Fresno**, California (population 440,000). Assembled and calibrated a challenging hydraulic model with over 175 wells. Assembled the existing system using KYPIPE. Recalibrated the model and evaluated the system using EPANET and H₂ONET[®]. Recommended facility improvements.
- Project manager/engineer on the water system master plan for the **City of Porterville**, California (population 40,000). Assembled the hydraulic model using GIS tools compatible with ArcView, including AutoCAD Map and H₂ONET[®]. Developed planning criteria and evaluated the water system for a 20-year urban development boundary, recommended operation enhancements, developed a staged capital improvement program (CIP), and performed

a water fees analysis for meeting the requirements of AB 1600.

- Project manager on the 2006 water system master plan for the **City of Livingston**, California (population 11,000). The project consisted of assembling a hydraulic model in H₂OMAP[®], evaluating the water system, recommending enhancements, and developing a capital improvement program to comply with AB 1600.
- Task manager on the Irrigation System Master Plan for the **City of Yakima**, Washington (population 72,000). Developed hydraulic model for evaluating the condition of the City's irrigation system and developed a phased plan for mitigating system losses to meet reduced supply conditions.
- Task manager on the domestic water system master plan for the **City of Yakima**, Washington (population 72,000). Calibrated the hydraulic model and identified deficiencies. Evaluated water supply and storage requirements based on State of Washington criteria.
- Task manager on the water system master plan for the **City of Santa Maria**, California (population 80,000). Provided guidance to a team assembling the hydraulic model and evaluating the existing distribution system using H₂ONET[®].
- Project engineer on the water system master plan update for the **City of Havre**, Montana (population 10,000). Calibrated the WaterCAD hydraulic model for a system with 6 pressure zones, 4 storage tanks (7.75 MG), 12 PRVs, surface and groundwater supply sources. Evaluated the existing system, provided facility recommendations for system improvements, and recommended seasonal (winter and summer) operational strategies.
- Project engineer on the fire flow analysis for the **City of Lewiston**, Idaho (population 30,000). Updated and calibrated the WaterCAD hydraulic model and identified the fire fighting capabilities of the southeast area water system for serving a proposed development. The project considered multiple scenarios including interties with adjacent utilities.
- Project manager/engineer on the hydraulic model calibration for the **Atascadero Mutual Water Company**, Atascadero, California (population 27,000). Consolidated several separate hydraulic models of the existing system into a single model. The resulting calibrated hydraulic model includes 9 main pressure zones and several smaller zones, 7 storage tanks, and 16 groundwater supply wells.
- Task manager on the hydraulic modeling and design of Cater-Cross Pump Station and Sheffield Reservoir for the **City of Santa Barbara**, California (population 90,000). Used the H₂ONET[®] hydraulic model to design a booster station and transmission main. Created scenarios that evaluated

the construction of temporary and ultimate Sheffield storage tanks. Trained City staff on the use of H₂ONET[®].

- Task manager for the water system master plan for the **City of Hailey**, Idaho (population 5,000). Calibrated the WaterCAD hydraulic model and evaluated the existing system. Identified system deficiencies and recommended system operational enhancements. Updated the hydraulic model in February 2006 to confirm operational scenarios of constructed improvements, including a new 2MG Storage tank.
- Project engineer on the water system master plan for the **City of Madera**, California (population 45,000). Directed the GIS mapping of the water, sewer, and storm drainage facilities in ArcView compatible format. Evaluated the water system using EPANET (H₂ONET[®] hydraulic engine), identified system deficiencies and proposed expansion improvements to the year 2020, evaluated storage and standby power requirements, and prepared a staged CIP.
- Project engineer on the water system master plan for the **City of Tulare**, California (population 45,000). Evaluated the existing water system using EPANET (H₂ONET[®] hydraulic engine), developed analysis and design criteria, identified system deficiencies, evaluated groundwater conditions, recommended a telemetry (SCADA) system and meter-reading data collection equipment, developed future system improvements based on staged growth, evaluated storage and standby power requirements, and prepared a staged CIP.
- Project engineer on the water system master plan for the **City of Woodland**, California (population 50,000). Worked closely with city staff to assemble and calibrate the water system using H₂ONET[®]. Provided guidance and training on efficient modeling techniques, and evaluated the water system. Correlated developed water demands with previously generated demand estimates.
- Project engineer on the water system master plan for the **City of Turlock**, California (population 60,000). Evaluated the existing water system using a proprietary water model based on the KYPIPE hydraulic engine. Recommended facilities improvements for a 20-year urban development boundary, developed a CIP, and recommended financing alternatives.
- Project engineer on the water system master plan for the **City of Coalinga**, California (population 16,000). Evaluated the existing water system using a proprietary water model based on the KYPIPE hydraulic engine. Recommended facilities improvements to enhance the reliability of the surface water supply lines, and developed a 20-year CIP.
- Task manager on the hydraulic analysis and demand analysis for the **California Men's Colony** San Luis Obispo

and City of Morro Bay. Evaluated the capacity of the existing Chorro Valley transmission pipeline to convey alternative supply to the City of Morro Bay.

- Project engineer for the water system evaluation of the **Del Este Water** System in California. Evaluated 16 separate existing water systems owned by the client using a proprietary water model based on the KYPIPE hydraulic engine. Recommended prioritized improvements to bring each system into DOHS compliance.
- Task manager on the water system litigation/evaluation for the **City of Dinuba**, California (population 17,000). Evaluated the water system to determine the impact of shutting down water wells due to contamination from agricultural pesticides.
- Project engineer on the water supply and storage update for the **City of Lindsay**, California (population 10,000). Updated the demand projections and recommended facility improvements that included a new 3 MG storage facility, transmission piping, and groundwater wells.
- Task manager on the water master plan for the **City of Azusa**, California (population 46,000). Project included merging the existing system with an adjacent utility. Identified existing facilities, as well as facilities owned by the adjacent utility. Defined planning areas and growth patterns.
- Task manager on the water quality analysis for **Southern California Water Company**. Performed a water age analysis to determine areas with potential water quality issues.
- Lead Technical advisor or task manager on other numerous water system hydraulic modeling projects and master plans.

Water Quality Modeling

- Project manager on the 2016 Water Quality Analysis for the Soquel Creek Water District storage operational parameters. Directed a team that evaluated the impact of incorporating new water from the **City of Santa Cruz** to the **Soquel Creek Water District**, and recommended improvements to enhance water quality.
- Project manager on the 2012 Water Quality Analysis for the City of Santa Cruz Regional Desalination Plant. Directed a team that evaluated the impact of incorporating new desal water into the **City of Santa Cruz** and **Soquel Creek Water District**, and recommended improvements to enhance water quality.
- Project manager on the Initial Distribution System Evaluation for meeting the requirements of IDSE Stage 2 DDBP Rule for the **Palmdale Water District** (population

125,000). In 2008, calibrated the 22,000-pipe model for EPS and performed 7-week water age analysis and produced supporting documentation and information for the report.

- Task manager on the System-Wide Disinfection Study for the **City of Anaheim**, California (population 335,000). Performed water quality calibration on a complex 10,000 pipe H₂ONET[®] hydraulic model with 18 pressure zones. The current system was characterized to identify the influence of the chlorinated groundwater supply (19 wells), chlorinated surface water supply (3 MWD connections), and the chlorinated surface water treatment plant. Developed and analyzed water quality scenarios that assisted in developing the future strategy for disinfecting the City's water. The recommendations also included identification of needed disinfection booster stations.
- Project manager on the water quality modeling for the **California Men's Colony and Camp San Luis Obispo**, California. Performed age and trace analysis to locate areas likely to experience water quality problems. Recommended operational enhancements and transmission main replacements and upgrades.

Recycled Water System Master Planning

- Task Manager Project on the 2016 South County Recycled Water System Master Plan for the **Santa Clara Valley Water District**. Project included a market assessment and Hydraulic analysis to maximize the use of the existing system and expand the use through the General Planning Horizon.
- Project Manager on the 2016 Recycled Water Feasibility study for the **City of Morgan Hill**. Project included a market assessment, evaluating transporting recycled water from Gilroy, constructing a scalping plant, and the use of Graywater.
- Project manager/engineer on the 2011 and 2013 Transmission Main Requirements for Servicing New Non-Potable Customers for **Coachella Valley Water District**. Project included Hydraulic analysis to maximize the use of the existing system and identified high-benefit and low-benefit improvement costs for servicing additional customers.
- Project manager/engineer on the 2010 and 2013 South County Recycled Water Pipeline for the **Santa Clara Valley Water District**. Project included Hydraulic analysis and transient analysis to mitigate existing deficiencies and expand the system to service new customers.
- Project manager on the 2013 recycled water system feasibility study for the **City of Madera**. Project included

market assessment, hydraulic analysis, and preliminary costs of pipelines and treatments.

- Task manager/engineer on the 2004 South County recycled water master plan for the [Santa Clara Valley Water District](#). Performed the hydraulic analysis and recommended phased improvements to service short-term and long-term users.

Irrigation System Master Planning

- Project manager on the 2018 Irrigation System Master Plan for the [Coachella Valley Water District](#).
- Project manager on the 2016 Irrigation System model development and asset inventory for the [Coachella Valley Water District](#).
- Project manager/engineer on the 2011 Irrigation System Master Plan for Lateral 97.1 for the [Coachella Valley Water District](#).
- Project manager/engineer on the 2011 Irrigation System Evaluation for Lateral 97.0 for the [Coachella Valley Water District](#).
- Task manager on the 2003 Irrigation System Master Plan for the [City of Yakima](#), Washington (population 72,000).

Water Infrastructure Design

- Project engineer on the design of improvements for creating a new pressure zone in the [City of Signal Hill](#). Improvements included pipes, a pump station, and a pressure reducing station.
- Project engineer on the design of the Bake Parkway waterline for [Irvine Ranch Water District](#), California. Prepared construction plans, specifications, and cost estimates for 22,000 linear feet of 30-inch, 24-inch, and 20-inch DIP water line with CMLCSP alternate.
- Task engineer on the 7.8-million-gallon reclaimed water reservoir for [Los Alisos Water District](#), California. Prepared construction plans for the reservoir.
- Task engineer for the water treatment plant expansion for the [City of Coalinga](#), California. Designed site grading, plant piping, and meter vaults.
- Evaluated the water and wastewater requirements for eight proposed UC Campus alternative sites in the San Joaquin Valley, California. Prepared comparative cost estimates and ranked the sites.

Wastewater Collection Master Planning

- Project manager on the 2016 water system master plan for the [City of Shasta Lake](#), California (population 11,000). Directed a team that developed the InfoSewer hydraulic model, developed planning criteria and evaluated the water system for a 20-year urban development boundary. Project included a risk and condition assessment based on recent City-wide comprehensive CCTV
- Project manager on the 2012 wastewater system master plan for the [City of Santa Barbara](#), California (population 90,000). In a partnership with City of Santa Barbara staff, developed the City's collection system model from GIS, and calibrated the H2OMAP Sewer model for dry weather flows and 2 storm events. Modeling resulted with significant cost saving as scheduled major trunk upgrades were eliminated. Proposed improvements were constructed and mitigated surcharging during storm events. Evaluated the impact of 5 growth scenarios and developed CIP.
- Project manager/engineer on the 2013 wastewater collection system master plan for the [City of Yakima](#), Washington (population 95,000). Directed a team that developed a hydraulic model using InfoSWMM. Calibrated existing system to flow monitors, evaluated system and recommended enhancements to meet design criteria and to service future growth. CIP included growth triggers.
- Project manager/engineer on the 2013 wastewater collection system master plan for the [City of Madera](#) (population 62,000). Directed a team that developed a hydraulic model using InfoSWMM. Calibrated existing system to flow monitors, evaluated system and recommended enhancements to meet design criteria and to service future growth. CIP included growth triggers.
- Project manager on the 2009 Sanitation System Master Plan for the [Coachella Valley Water District](#), California (population 260,000). Led a team of engineers to update the City's wastewater master plan to comply with their Urban Water Management Plan projections. Project challenges included resolving the migration of plat maps from the AutoCAD environment to the District's GIS.
- Project manager/engineer on over 20 special studies in support of the 2009 Sewer System Master Plan for the [Coachella Valley Water District](#), California. Identified specific infrastructure improvements required from new projects to be serviced by the District in compliance with District Criteria.
- Project manager/engineer on special studies in support of the 2004 Sewer System Master Plan for the [City of Gilroy](#), California (population 44,000).

- Project manager/engineer on 2006-2010 studies related to the Infiltration and Inflow study for the **City of South San Francisco**, California (population 61,000). Performed hydraulic analysis in support of design efforts
- Project manager/engineer on 2006-2008 studies related to the sewer system master plan for the **City of Visalia**, California (population 95,000). Updated the hydraulic model and performed analysis to reflect changes in planning conditions. Phased improvements along Mineral King Trunk
- Project manager/engineer on the sewer master plan review on the **Selma Kings Fowler Sanitation District**, California. Evaluated master plan recommendations and developed 3 additional alternative routing scenarios with associated costs, including a pro-rata share analysis for cost allocation of improvements.
- Project manager on the 2006 wastewater system master plan for the **City of Modesto**, California (population 200,000). Led a team of engineers to update the City's wastewater master plan to comply with their Urban Growth Policy. Project challenges included resolving the City's GIS data discrepancies, a three-month flow monitoring program at 35 sites, hydraulic modeling using H₂OMAP Sewer, a short time for completion, and several specific capacity studies that were completed prior to the master plan.
- Project manager/project engineer on the sewer system master plan for the **City of Gilroy** (population 44,000), California. Project consisted of assembling a hydraulic model using HYDRA, performing a temporary flow monitoring program, evaluating wet weather flows, identifying deficiencies, recommending facility improvements, and developing a 40-year CIP to comply with AB 1600. Maintaining model current and using for several special studies in 2005, 2006, and 2007.
- Project manager/engineer on the sewer system master plan for the **City of Morgan Hill**, California (population 35,000). Project included hydraulic modeling using HYDRA evaluation of wet weather flows, identifying deficiencies, and recommending a 20-year capital improvement program (CIP) to comply with AB 1600. Financing and funding alternatives were discussed. Maintaining model current and using for several special studies in 2005, 2006, and 2007.
- Project engineer on the infiltration and inflow study for the **City of South San Francisco**, California (population 61,000). Responsible for analyzing flow information measured during monitoring programs, and for identifying the system infiltration and inflows. Assembled the HYDRA hydraulic model. The project includes the evaluation of the system during a 5-year storm event, the recommendation of facility improvements and associated costs.
- Project manager on the east of Highway 101 sewer master plan for the City of **South San Francisco**, California. Directed the effort for assembling the hydraulic model using HYDRA and identifying deficiencies to accommodate anticipated growth.
- Project manager on the 2006 sewer system master plan for the **City of Pleasanton**, California (population 66,000). Led a team that developed the hydraulic model in H₂OMAP Sewer, developed analysis and design criteria based on flow monitoring program, evaluated existing system, recommended future improvement based on a 20-year staged growth, and developed a CIP.
- Project manager on the sewer system master plan for the **Oro Loma Sanitary Sewer District**, California (population 120,000). Project included quantifying Infiltration and Inflows, collection system evaluation, and a capital improvement program.
- Project manager on the sewer system master plan, Phase I, for the **Castro Valley Sanitation District**, California (population 30,000). Project included redefining the collection system drainage basins based on a thorough review of diversions, identifying tributary flows, and recommending a systematic flow-monitoring program.
- Project engineer on the sewer system master plan for the **City of Porterville**, California (population 41,000). Assembled the HYDRA hydraulic model using GIS tools compatible with ArcView, including AutoCAD Map release 2 and GisMaster. Developed planning criteria and evaluated the sewer system for a 20-year urban development boundary, recommended pipe and pump station improvements, developed a staged CIP, and performed a sewer connection fees analysis for meeting the requirements of AB 1600.
- Project manager for the 2005 sewer system master plan for the **City of Visalia**, California (population 95,000). Led a team that developed hydraulic model in H₂OMAP Sewer, developed analysis and design criteria based on flow monitoring program, evaluated existing system, recommended future improvement based on a 20-year staged growth, identified financing alternative, and developed a CIP. Also served as the project engineer on the City's previous sewer master plan completed in 1994.
- Project manager for the 2006 sewer system master plan for the **City of Livingston**, California (population 11,000). Led a team that developed hydraulic model in H₂OMAP Sewer, developed analysis and design criteria based on flow monitoring program, evaluated existing system, recommended future improvement based on a 20-year staged growth, and developed a CIP.
- Project engineer for the sewer system master plan for the **City of Tulare**, California (population 45,000). Developed and calibrated hydraulic model with field flow

monitoring tests, identified deficiencies, presented five alternative growth scenarios, performed an economic evaluation to select an alternative, prepared staged CIP for each alternative to the year 2020, and identified financing alternatives.

- Project engineer on the sewer system master plan for the **Orange County Sanitation District**, California (population 2,770,000). Interviewed planning staff from each City within Orange County, projected future population, assembled and calibrated hydraulic model, evaluated existing system, recommended future improvements.
- Project engineer for the sewer system master plan for the Communities of Alpine, Lakeside, and Wintergarden in the **County of San Diego**, California. Assembled and calibrated the HYDRA hydraulic model, evaluated existing system, and recommended improvements, including a CIP.
- Project engineer for the sewer system master plan for the **City of Hanford**, California (population 43,000). Developed and calibrated hydraulic model, evaluated existing system, recommended future system improvements, developed staged CIP to the year 2020.
- Task manager on the sewer system master plan for the **City of Pocatello**, Idaho. Assembled and calibrated the hydraulic model using HydraGraphics, identified system deficiencies, recommended expansion improvements, and trained City staff on modeling techniques.
- Project engineer on the sewer master plan for the **City of San Leandro**, California (population 81,000). Assembled the hydraulic model using HYDRA, identified system deficiencies, recommended future improvements, assessed constructability of each project in the field, developed a staged and prioritized CIP, with detailed cost estimates, and trained City staff.
- Task manager on the sewer system master plan for the **City of Yuba City**, California (population 47,000). Provided training and assistance to City staff in assembling and calibrating the HYDRA hydraulic model, identifying deficiencies, and recommending future improvements.
- Task manager on the sewer system master plan for the **City of Santa Maria**, California (population 80,000). Provided guidance to a team assembling the hydraulic model and evaluating the existing collection system and recommending improvements.
- Task manager on the sewer system master plan for the **City of Las Cruces**, Arizona. Provided training and assistance in assembling and calibrating the HYDRA hydraulic model, identifying deficiencies, and recommending future improvements.
- Task manager on the sewer system master plan for the **City of South San Francisco**, California. Assembled and

calibrated the EAGLEPOINT hydraulic model, identified deficiencies, recommended phased improvements, developed CIP.

- Task manager on the sewer master plan for the **Fairfield-Suisun Sewer District**, California. Recommended improvements, developed cost criteria and a prioritized CIP.
- Task manager on the sewer system master plan for the **City of Petaluma**, California (population 56,000). Provided training and assistance in assembling and calibrating the HYDRA hydraulic model, identifying deficiencies, and recommending future improvements.
- Task manager on the sewer system master plan for **Fulton County**, Georgia. Provided continuous training and assistance in assembling several HYDRA hydraulic models, and in identifying deficiencies, developing improvements and the associated CIP.
- Task manager for the sewer system master plan for the **City of Stockton**, California (population 253,000). Developed HYDRA hydraulic model for system 7, evaluated existing system, recommended improvements, trained City staff on the use of the hydraulic model.
- Lead Technical advisor or task manager on other numerous sewer system hydraulic modeling projects and master plans.

Wastewater Infrastructure Design

- Project engineer for the Baker-Gisler sewer interceptor and force mains for the **Orange County Sanitation District**, California. Prepared the construction plans, specifications, and cost estimates for 21,000 linear feet of 84-inch to 90-inch RCP, 15-inch to 33-inch VCP gravity sewer, and 10,000 linear feet of 42-inch double-barrel DIP sewer force main. The project required construction in a major southern California street that was utility intensive and heavily traveled. Prepared legal descriptions of permanent and temporary utility easements.
 - Task manager on miscellaneous sewer design projects for the **Orange County Sanitation District**. Work included the preparation of construction plans, specifications, cost estimates, and legal descriptions for: 2,600 linear feet of 12-inch to 15-inch VCP gravity sewer and 600 linear feet of 8-inch VCP and DIP gravity sewer.
 - Project engineer for the sewer improvements in **Orange Coast Community College**, California. Reviewed televised existing sewers, identified deficiencies, designed improvements, and prepared construction plans, specifications, and cost estimates.
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Stormwater Master Planning

- Project manager/engineer on the 2013 storm drainage master plan for the **City of Yakima**, Washington (population 95,000). Directed a team that developed a hydraulic model using InfoSWMM and hydrology model using HEC-HMS. Evaluated existing system and recommended enhancements to meet design criteria and to mitigate flooding areas.
- Project manager/engineer on the 2013 storm drainage master plan for the **City of Madera**, Washington (population 62,000). Directed a team that developed a hydraulic model using InfoSWMM and hydrology model using HEC-HMS. Evaluated existing system and recommended enhancements to meet design criteria and to mitigate flooding areas.
- Project manager on 2006-2008 studies related to the storm drainage system master plan for the **City of Gilroy** (population 44,000), California. Updated the drainage for the Las Animas Industrial Park, and for the Monterey Drain to include a relief system for the Princeville Channel.
- Project manager on the storm drainage system master plan for the **City of Gilroy** (population 44,000), California. Directed the effort to assemble a HEC-1 hydrology and PCSWMM hydraulic models of the stormwater system and to evaluate the existing system. Identified current and future capacity deficiencies, proposed system improvements, and developed a staged CIP to comply with AB 1600.
- Project manager on the storm drainage system master plan for the **City of Morgan Hill** (population 35,000), California. Directed the effort to assemble a HEC-1 hydrology and PCSWMM hydraulic models of the stormwater system and to evaluate the existing system. Identified current and future capacity deficiencies, proposed system improvements, and developed a staged capital improvement program (CIP) to comply with AB 1600. Discussed financing and funding alternatives.
- Project manager on the storm water master plan for the **City of Hanford**, California (population 43,000). Directed the effort to assemble the HEC-1 hydrology and SWMM hydraulic model of the stormwater system and to evaluate the existing system. Identified current and future capacity deficiencies, proposed system improvements, recommended utility rates and connection fees, recommended financing alternatives, developed a capital improvement program to the year 2020.
- Task manager on the storm drainage system evaluation the **City of South San Francisco** (population 61,000), California. Directed the effort to evaluate a specific flooding occurrence and to provide recommendations to rectify condition, including the design of a new pump station. HEC-1 hydrology and PCSWMM hydraulic models were

used to evaluate the existing system and make recommendations.

Water Resources and Urban Water Management Plans

- Project manager/engineer on both the **2005** and **2010** Urban Water Management Plan (UWMP) for the **City of Gilroy**, California (population 44,000). Prepared an update to the City's UWMP to meet the California Water Code requirements, including SB 610 and SBx7-7. The 2000 UWMP was approved by DWR.
- Project manager/engineer on the **2005** Urban Water Management Plan (UWMP) for the **Palmdale Water District**, California (population 105,000). Sources included Local Groundwater, Imported Water, and Treated Water. The 2005 UWMP was submitted Dec. 2005.
- Project manager/engineer on the 2000 Urban Water Management Plan (UWMP) for the **City of Livingston**, California (population 10,000). Developed a first-time UWMP for Livingston to meet the California Water Code requirements effective January 2002, including SB 610 and AB 901. Developed a water-shortage contingency plan and identified demand management measures. The UWMP was approved by Department of Water Resources and the City qualified for a State grant.
- Task manager on the American River Water Resource Investigation for **Sacramento County Water Agency**, Sacramento, California. Reviewed over 50 water supply reports and studies performed for Cities within the Counties of Sacramento, El Dorado, and San Joaquin, California. Consolidated water demand coefficients, identified major improvements, and developed consolidated capital improvement costs
- Project manager/engineer on the 2000 and **2005** Urban Water Management Plan (UWMP) for the **City of Hanford**, California (population 43,000). Prepared an updated to City's UWMP to meet the California Water Code requirements including SB 610 and AB 910. The UWMP was approved by Department of Water Resources.
- Project manager on the **2005** Urban Water Management Plan (UWMP) for the **Palmdale Water District**, California (population 105,000). The 2005 UWMP was submitted Dec. 2005. Water Distribution Master Planning
- Project Lead Advisor on the **2005** Urban Water Management Plan (UWMP) for the **Victor Valley Water District**, California (population 75,000). The 2005 UWMP was submitted Dec. 2005. Water Distribution Master Planning

- Project Lead Advisor on the **2005** Urban Water Management Plan (UWMP) for the **City of Hesperia**, California (population 75,000). The 2005 UWMP was submitted Dec. 2005. Water Distribution Master Planning
- Project Lead Advisor on the **2005** Urban Water Management Plan (UWMP) for the **City of Buena Park**, California (population 85,000). The 2005 UWMP was submitted Dec. 2005. Water Distribution Master Planning
- Task manager / project engineer on the **2005** water demand analysis for the **City of Olathe**, Kansas (population 108,000). Project consisted of consolidating population projection methodologies from the planning and engineering departments for consistency.
- Lead Technical Advisor on the 2005 Water Supply Evaluation for **Beaver Water District**, Arkansas. Project consisted of evaluating the future potable water supply needs of client cities within Benton and Washington Counties.
- Project engineer for the **City of Fresno's** Kings River Watershed and Enterprise Canal Watershed Sanitary Surveys (WSS), California. The project consisted of evaluating Pine Flat Reservoir as a potential source of supply for the proposed Northeast Fresno Surface Water Treatment Plant. Responsible for evaluating the Kings River water and its conveyance canal. Conducted field surveys, contacted all agencies with jurisdictional authorities, identified potential contaminant sources, documented watershed control and management practices, recommended corrective actions, and prepared report.
- Project manager or task manager on over 100 water, sewer, or stormwater hydraulic models which were components in either master plans or design projects. Designated Beta Tester for state-of-the-art water and wastewater computer hydraulic models. Familiarity with the following software: H₂ONET® /H₂OMAP Water, EPANET, KYPIPE, WATERCAD, SURGE5, HYDROWORKS, SWMM, HYDRA, EAGLEPOINT, H₂OMAP Sewer, InfoWater, and Infosewer.
- Task manager on the training of teams of engineers for designing the future sewers on the Aguas Argentinas Project in the **City of Buenos Aires**, Argentina. Provided a training course for three teams of engineers/ designers on modeling techniques as it applies to designing sewers. Provided continuous technical support.
- Task manager on the Software Testing and Implementation Plan for the **City of Virginia Beach**. Developed a detailed Software Testing and Implementation Plan for a custom designed hydraulic sewer model with a KYPIPE interface. Completed an iterative testing plan to flush programming bugs.
- Task manager for the transient hydraulic modeling on the treatment plant outfall for the **East Bay Municipal Utility District (EBMUD)**, in Oakland, California. Used SURGE version 5, developed by KYPIPE, for simulating the hydraulic transient conditions causing air vent overflows during wet weather events in the 96-inch-diameter, 15,000-foot-long outfall. Evaluated the operation of each pump by examining operational records during storm events at 1-minute intervals with corresponding tidal wave records. Recommended measures to mitigate further occurrences of overflows from the outfall.

Hydraulic Modeling

- Project manager on the 2005 hydraulic model update for the **City of Madera**, California. Updated previously prepared hydraulic model to reflect current infrastructure and demand conditions. Updated Water Supply Analysis and provided recommendations for enhancing system operation.
- Project manager on the 2006 hydraulic model update for the **City of Hanford**, California (population 43,000). Updated previously prepared hydraulic model to reflect current infrastructure and demand conditions. Calibrated the model to Extended Period Simulations. Updated Water Supply Analysis and provided phased recommendation for supply improvements through 2044.
- Task manager on the 2005 water system hydraulic model for the **Valley Center Municipal Water District**, California, Water System SCADA Planning Project. Worked with District staff to develop a consolidated hydraulic profile of the water distribution system. Provided recommendations for SCADA integration with the City's hydraulic model.

Infrastructure Risk and Condition Assessment

- Project manager on the Infrastructure Renewal and Replacement Plan Development for the **City of Fresno**, California (population 495,000). Leading a team to identify the highest risk well, pump, treatment and pipeline assets, developing projects to rehabilitate and replace high risk assets, prioritizing the sequencing and timing of projects, and developing the 10-year R&R Plan.
- Project manager on the Sewer and Water System Condition Assessment and Asset Management Plan for the **City of Madera**, California (population 60,000). Leading a team, including subconsultants, conducting CCTV and field investigations and non-destructive condition assessment technologies, performing risk and condition assessments analysis, and developing an R&R Plan and Asset Management Plan.

- Project manager on the Sewer and Water System Condition Assessment for Parksdale and Parkwood Service Areas for the **County of Madera**, California. Lead a team, including subconsultants, conducted CCTV and field investigations and non-destructive condition assessment technologies, performed risk and condition assessments analysis, and developed an R&R Plan.
- Project manager on the Sewer System Master Plan for the **City of Shasta Lake**, California (population 10,000). Lead a team that developed a sewer system master plan and included a risk and condition assessment. Reviewed CCTV data and developed that R&R Plan.

Geographic Information Systems

- Project engineer for the GIS mapping of the Pearl Harbor Naval Base, Hawaii for **WESTDIV**. The project included aerial photography of the base, digitizing the parcels, digitizing the utilities (water, sewer, electrical, gas, steam, etc.) and their attributes. Developed naming convention for each utility component, and prepared the database user's manual.
- Project engineer on the reconstruction of the real estate summary maps for **NORTHDIV**. Researched voluminous existing records and reconstructed real estate maps in GIS for 18 naval bases with multiple jurisdictions.
- Project engineer on the mapping of construction standard details for **NCEL**. Responsible for digitizing 150 details with varying complexities on a Unix CADD system.

General Civil

- Project manager on the conceptual plan for the urban development of 2,000-acre vacant land in the **County of Madera**, California. Planned and designed the water supply, distribution, wastewater collection/treatment/disposal, storm drainage, and arterial roads for the proposed urban area. The development included residential homes, commercial space, and the Valley Children's Hospital.
- Task engineer on the Madera II facility for State of **California Department of Corrections**. Prepared civil plans for the administration building, vehicle and pedestrian sallyports, segregation yards, recreation facilities, site utilities, and parking lot layouts.
- Project engineer for a stormwater improvements project for the **City of Atwater**, California. Revised the flows tributary to a pump station. Developed plans for pipe replacements and a pump station upgrade.
- Task engineer on a commercial development for **Harris Ranch**, California. Responsible for field surveying of a

highway commercial development, design of infrastructure, and preparation of plans and legal descriptions.

- Plan check engineer on behalf of the **City of Atwater**, California, for the Price Development. Responsible for reviewing voluminous construction plans and specifications of the infrastructure required to serve a 1,600 single-family dwelling unit development, with water/sewer/storm water pipelines, water production wells, storm drain basins, roadways, and bridge widening. Recommended design modifications for compliance with Atwater's design standards.
- Project engineer on the high-pressure gas main for the **City of Laguna Beach**, California. Prepared construction plans for 6,000 linear feet of 16-inch steel pipe.
- Project engineer on the installation of plastic media blasting systems at Barbers Point, Hawaii for **NEESA**. Conducted site technical surveys for assessing the installation requirements of Plastic Media Blasting system. Prepared an implementation and installation report and a test/evaluation report.

Development of Requests for Proposals

- Project manager on the Los Osos Community Services District water system master plan RFP development for the **County of San Luis Obispo**, California. Developed a thorough request for proposal that identified the project objectives, detailed scope of work, consultant qualifications, proposal requirements, consultant selection process, and contract negotiations.
- Developed numerous customized requests for proposal (RFPs) for the preparation of water or sewer system master plans. RFPs included a variety of elements depending on the specific needs of the requesting agency.

Publications/ Presentations

Akel, T.A. Tuttle, K., Kooiman, B., Carbajal M. "Characterizing Customers Water Use Behavior in Hydraulic Modeling using Advanced Metering Infrastructure (AMI)" presentation at the American Water Works Association 2016 Annual Conference & Exposition, Chicago, IL June 21, 2016.

Akel, T.A. Tuttle, K., "Developing Renewal and Replacement Plans for Water and Wastewater Systems" presentation at the Innovye Users Group, Santa Barbara, August 2018.

Akel, T.A. "Integrating Infrastructure Master Plans with General Plan Updates" Presentation to Smart Valley Places, Madera, October 22, 2012.

Akel, T.A. "Strategies for Optimizing Distribution System Operations." Webcast by the American Water Works Association, May 12, 2011.

Akel, T.A. "Strategies for Optimizing Distribution System Operations." American Water Works Association webcast 10 Annual Conference & Exposition, Chicago, June 24, 2010.

Akel, T.A. "Strategies for Optimizing Distribution System Operations." Paper presented at the American Water Works Association 2010 Distribution Systems Symposium, Washington D.C., September 21, 2010.

Akel, T.A., "Section and Branch Meetings Opportunities for networking". *ASCE Los Angeles Section Newsletter, San Francisco Section Newsletter, Sacramento Section Newsletter, and San Diego Section Newsletter*. April 2009.

Akel, T.A., "Develop, Preserve, and Enhance your GIS-based Hydraulic Model". Presentation at the MWH Soft, Inc. 2007 International Geoengineering Conference, Broomfield, CO, August 2007.

Akel, T.A. "Infrastructure Modeling and Master Planning". Presentation at the American Public Works Association, Central California Chapter, Visalia, California May 2006.

Akel, T.A., Gutierrez, J.L et al. "How Storm Water Impacts the Sanitary Sewer Collection System". Presentation at the MWH Soft, Inc. 2005 International Geoengineering Conference, Broomfield, CO, August 2005.

Akel, T.A. "Ten Steps to Prepare a Successful Infrastructure Master Plan." Paper presented at the MWH Soft, Inc. 2003 International Geoengineering Conference, Pasadena, CA, August 2003.

Akel, T.A. "What Makes Engineers Successful," *The Civil Engineer San Francisco Section Newsletter*. December 2002.

Akel, T.A. "Establishing the Data Confidence Index." Paper presented at the American Water Works Association 2002 Information Management and Technology Conference, Kansas City, MO, April 14-16, 2002.

Akel, T.A. "Best Practices for Calibrating Water Distribution Hydraulic Models." Paper presented at the American Water Works Association 2001 Annual Conference & Exposition, Washington, D.C., June 17-21, 2001.

Dent, S.A., Taylor, T.A., and Akel, T.A. "Wet Weather Management Programs in Northern California: Techniques, Trials, and Success Stories." Paper presented at the California Water Environment Association 2000 Annual Conference, Sacramento, CA, April 16-19, 2000.

Akel, T.A. "Best Practices for Calibrating Hydraulic Water Distribution Models." Paper presented to the American Water Works Association Distribution System Symposium, New Orleans, LA, 2000.

Akel, T.A. "Power Technical Information Presentation Skills." Paper presented at the American Society of Civil Engineers International Conference on Computing in Civil and Building Engineering, Stanford University, CA 2000.

Akel, T.A. "Calibrating a Water Distribution System with 175 Groundwater Supply Wells." Paper presented at the American Water Works Association Distribution System Symposium, Norfolk, VA 1997.

Akel, T.A. "Facility Management Systems, Hydraulic Models and GIS." Paper presented to the California Water Environment Association, Visalia, CA, 1996.

Akel, T.A. "When the Executive Committee Makes a Difference," *American Society of Civil Engineers, The Civil Engineer, ASCE San Francisco Section Newsletter*. August 2000.

Akel, T.A. "Effective Communication Skills," *The Civil Engineer, ASCE San Francisco Section Newsletter*. August 1999.

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 California State University, Fresno 2010

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Employment History

2007 - Akel Engineering Group, Inc.

Professional Affiliations

American Society of Civil Engineers (ASCE)

Experience Summary

Water Distribution

- Current analysis lead for the City of Fresno, California (Population 510,000) hydraulic modeling and consulting services. Part of a team which developed and calibrated an extended period simulation hydraulic model which includes 240 existing wells and 1,800 miles of pipelines. On-going hydraulic modeling support including water quality and optimization analysis of the regional transmission main analysis for a new 80 MGD water treatment facility, including on-going operation concerns.
- Current task manager in Coachella Valley Water District, California (population 260,000). Updated hydraulic model with new developments and analyzed the impacts of these developments using Innovyze InfoWater. Current hydraulic model contains approximately 2,000 miles of pipe, 66 pressure zones, 135 MG of storage, and 100 supply wells.
- Project analysis lead in **Newhall County Water District**, California (population 30,000) hydraulic model and master plan update. The hydraulic model was updated using as-builts provided by the District and converted from a steady-state simulation to an extended period simulation model. The system was then analyzed for deficiencies and a Master Plan CIP was developed for each build-out year.
- Task manager in developing the **City of Santa Cruz**, California (population 62,000) hydraulic model. Part of a team that sized a new water tank based on current and anticipated water demands. Challenges were resolving discrepancies with the City's GIS and calibrating the system in Innovyze Infowater. Project consisted of updating a 2,000 pipe model into a 12,000 pipe model and calibration. Water system includes 21 pressure zones, 14 tanks, 18 PRVs, 11 booster stations, and two water sources. Used model for developing operational strategies during daily and emergency use.
- Hydraulic modeling task manager in **Palmdale Water District**, California (population 125,000) Initial Distribution System Evaluation (IDSE) for meeting the requirements of IDSE Stage 2 DDBP Rule, using complex modeling analysis for a system with multiple water sources. Resolved convergence in a 20,000-pipe model extracted from GIS to Innovyze Infowater and used for developing improvements and operational strategies. System with 20 storage tanks (50 MG), 14 booster stations, 10 pressure zones, PRVs, surface and groundwater supply sources. Performed a 7-week water age analysis.
- Task manager for **Morgan Hill**, California (population 40,000) 2014 Water Master Plan Update and hydraulic modeling analysis. Tasks include updating and calibrating the hydraulic model, analyzing the impact of the new General Plan, and recommending improvements for the existing system and future expansion.
- Task manager for **Gilroy**, California (population 51,000) 2014 Water Master Plan Update and hydraulic modeling analysis. Tasks include updating and calibrating the hydraulic model, analyzing the impact of

the new General Plan, and recommending improvements for the existing system and future expansion.

- Task manager in **City of Pittsburg**, California 2010 Master Plan (population 60,000). Updated and calibrated the hydraulic model. Part of a team that redeveloped the hydraulic model for the City. The hydraulic model was created using Innovyze H₂OMap Water, to include elevations, demands, and then calibrated to the City's field data provided. Overall, the model includes 5 Pressures Zones, 211 Miles of Pipe, and 4 PRV's. Data Analysis includes demands by pressure zone and by developer, as well as a storage analysis for the City-Wide developments by Pressure Zone.
- Project analysis lead in the analysis of the **Town of Hillsborough**, California (population 11,000) hydraulic modeling. Tasks have been to develop and calibrate the existing water system and analyze the existing system for deficiencies and run fire flow scenarios.

Non-Potable Distribution

- Task manager in the **Santa Clara Valley Water District**, California (population 50,000) 2015 Recycled Water Master Plan Update. Part of a team that updated the recycled water system hydraulic model and master plan to reflect current planning scenarios and recommend infrastructure improvements required to properly service each user.
- Hydraulic model development lead in the **Coachella Valley Water District**, California (population 260,000) non-potable water hydraulic model. Part of a team that analyzed usage data for each user and developed a hydraulic model from AutoCAD and as-built drawings.

Wastewater Collection

- Project analysis lead on the 2014 Sanitary Sewer System Master Plan for the **City of Madera**, California (Population 62,000). Part of a team which developed and calibrated the City-wide hydraulic sewer model based on existing flows and identified and recommended improvements to serve anticipated future growth as recommended by the City's General Plan. This project was part of the integrated Master Plan

effort for Madera which included the water system, sewer system, storm system, and the recycled water feasibility study.

- Project analysis lead on the Wastewater Collection System Master Plan for the **City of Santa Barbara**, California (Population 90,000). Part of a team which developed and calibrated the City-wide hydraulic sewer model based on existing flows and anticipated future growth. Worked with a team in resolving data discrepancies between the City's GIS and construction drawings. This project used Innovyze H₂OMap Sewer model for analyzing the existing system and identifying deficiencies in the gravity sewers, force mains, and lift stations to develop a capital improvement program.

- Project analysis lead on the Wastewater Collection System Master Plan for the **City of Yakima**, Washington (Population 91,000). Part of a team which developed and calibrated a City-wide hydraulic sewer model based on existing flows and anticipated future growth as recommended by the City's General Plan. The skeletonized hydraulic model consisted of 94 miles of gravity pipelines. Used Innovyze InfoSWMM model for analyzing existing system and identifying deficiencies in the gravity sewers, force mains, and lift stations and proposed improvements.

- Task manager for **Morgan Hill**, California (population 40,000) 2014 Wastewater Collection system Master Plan Update and hydraulic modeling analysis. Tasks include updating and calibrating the hydraulic model, analyzing the impact of the new General Plan growth, and recommending improvements for the existing system and future expansion.

- Task manager for **Gilroy**, California (population 51,000) 2014 Water Master Plan Update and hydraulic modeling analysis. Tasks include updating and calibrating the hydraulic model, analyzing the impact of the new General Plan growth, and recommending improvements for the existing system and future expansion.

Irrigation Delivery System

- Project lead in the **Coachella Valley Water District**, California (population 260,000) 2017 Irrigation Delivery System Model Development and Evaluation and subsequent 2018 Irrigation Delivery System Master Plan. Tasks included developing a GIS database using as-builts, analyzing historical irrigation deliveries, hydraulic

model development and calibration, and system evaluation. The system consists of 430 miles of pipelines delivering 333,550 afy through a low head/low pressure gravity flow system.

Condition Assessment

- Current task manager for the **City of Fresno**, California (Population 510,000) Drinking Water Infrastructure Renewal and Replacement Plan. Part of a team that is developing a renewal and replacement plan for the City of Fresno's domestic water pipelines, groundwater wells, water treatment facilities, and groundwater wellhead treatment. A risk assessment for each facility was developed from likelihood and consequence of failure criteria. Critical facilities were identified recommended actions and costs were specified.
- Project lead in the **Coachella Valley Water District**, California (population 260,000) Domestic Water Asbestos Concrete Pipeline Renewal and Replacement Plan. This project performed a risk assessment for the AC pipeline in the domestic water system and developed a renewal and replacement plan

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Employment History

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Professional Affiliations

American Society of Civil Engineers (ASCE)

Professional Certifications

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Experience Summary

Integrated Master Planning

- Senior Engineer for the Water, Sewer, and Storm Drainage Master Plans and Urban Water Management Plan of the **City of Morgan Hill**, California (population 42,000). Leads a team that developed land use planning assumptions and customized demand and flow factors for hydraulic modeling of each of the three systems. A long-term capital improvement plan was developed for each system.

- Senior Engineer for the Water, Sewer, Storm Drainage, and Recycled Water Master Plans and Urban Water Management Plan of the **City of Gilroy**, California (population 54,000). Leads a team that developed land use planning assumptions and customized demand and flow factors for hydraulic modeling of each of the three systems. A long-term capital improvement plan was developed for each system.

- Senior Engineer for the Water, Sewer, and Recycled Water Master Plans of the **Marina Coast Water District**, California (population 35,000). Leads a team that developed land use planning assumptions and customized demand and flow factors for hydraulic modeling of each of the three systems. A long-term capital improvement plan was developed for each system.

- Project Task Lead for the Water, Sewer, and Storm Drainage Master Plans of the **City of Hanford**, California (population 55,000). Leads a team that developed land use planning assumptions and customized demand and flow factors for hydraulic modeling of each of the three systems. A long-term capital improvement plan was developed for each system.

- Project Task Lead for the Water, Sewer, and Storm Drainage Master Plans and Recycled Water Feasibility Study of the **City of Madera**, California (population 61,000). Leads a team that developed land use planning assumptions and customized demand and flow factors for hydraulic modeling of each of the three systems. Also performed a recycled water feasibility study intended to document the potential for a new system offsetting potable water use. A long-term capital improvement plan was developed for each system.

Wastewater Collection

- Senior Engineer for the Sanitation System Collection Master Plan of **Coachella Valley Water District**, California (population 260,000). Leads a team that developed land use planning assumptions and customized flow factors for an “all pipe” hydraulic model. The model is used for the intermediate and long-term planning of the sanitation collection system, and

the implementation of a large-scale manifolded force main decommissioning project.

- Project Analysis Lead for the Sanitary Sewer Model of **Coachella Valley Water District**, California (population 260,000). Part of a team that develops and analyzes project scenarios with the use of H₂OMap SWMM, which facilitates in the development of viable statistics in which the Water District is capable of evaluating their sewer system. This project consists of maintaining a 4,000+ pipe model, with 3 WRP's, and over 20 Lift Stations. User modeling has been developed to calculate different emergency scenarios as well as design flow diversion scenarios.
- Project Engineer for the Wastewater Collection System Master Plan of the **City of Shasta Lake**, California (population 10,000). Part of a team that developed and calibrated the hydraulic model and performed various capacity assessments on the existing system. This project also included a phased planning and financial approach to funding the various recommended improvements.
- Task Assistant in the **City of South San Francisco** (population 67,000) Water Quality Control Plant Updates and Upgrades. Responsibilities included updating hydraulic models of South San Francisco and San Bruno, and developing combined hydrographs at the Water Quality Control Plant. The analysis consisted of evaluating the hydrographs for two separate pumping rate scenarios, and developing storage volumes for each pumping rate scenario for three individual storm scenarios.
- Project Analysis Lead for the **City of Morgan Hill** (population 42,000) and **City of Gilroy** (population 54,000) Joint Trunk Sewer System Analysis. Responsibilities include the integration of two separate city models from Hydra to one conjoined model in H₂OMap SWMM Model, while incorporating updated Morgan Hill sewer flows. The analysis consists of evaluating the Joint Trunk Sewer, and proposing a secondary alignment alternative and resizing of the sewer main.
- Task Assistant in the **City of Yakima** (population 91,100) Wastewater Collection System

Master Plan. Responsibilities included updating the city sewer flows to the wastewater treatment plant, including surrounding communities whose sewer flows converge at the WWTP. Additionally, sewer unit factors were developed based on existing land use, and future wastewater flows were projected based on updated General Plan land use.

Water Distribution

- Senior Engineer of the **West Valley Water District**, California (population 82,000) Water Facilities Master Plan. Lead a team that evaluated the supply availability and capacity of a large integrated water network including wells, treatment plants, and regional transmission facility under various water quality and quantity constraints. This plan included a near term 5-year CIP and a long range CIP intended to aid in the planning of future facilities.
- Task Assistant in the **City of Gilroy** (population 48,800) Urban Service Area Water Supply Assessment Supplement. Responsibilities included analyzing City water use coefficients, verifying demand analysis methodologies, and legitimizing supply necessities. The analysis consisted of 9 separate tables, and a project horizon of 20 years.
- Project Analysis Lead in the **City of Gilroy** (population 48,800) North Central Gilroy Water Supply Assessment and Infrastructure Evaluation. Responsibilities include analyzing City water use coefficients, verifying demand analysis methodologies, and legitimizing supply necessities. The analysis consists of several tables documenting demand comparisons, as well as exhibits to evaluate the infrastructure requirements needed to service the project. The project horizon is 20 years.
- Project Engineer in the **City of Pittsburg** (population 60,000) 2015 and 2015 Water System Master Plans. The current master plan incorporates City planning with hydraulic design to maximize the effect of the master plan. The master plan provides analysis for water demands, major transmission mains, storage capacities, and booster station capacity analysis. The master plan is currently under review by the City.

- Project Development Assistant of the **City of Pittsburg**, California (population 60,000) hydraulic model. Part of a team that redeveloped the hydraulic model for the City. With only pipes, the hydraulic model was created using H₂OMap Water, to include elevations, demands, and then was calibrated to the City field data provided. Overall, the model includes 5 Pressures Zones, 211 Miles of Pipe, and 4 PRV's. Data Analysis included updating demands by pressure zone and by developer, as well as a storage analysis for the City-Wide developments by Pressure Zone.

- Task assistant in **Palmdale Water District**, California (population 105,000) Capital Improvement Plan (CIP) development, and Urban Water Management Plan (UWMP) development. Part of a team to develop a CIP to allow the District to assess the cost of updating the District-Wide infrastructure and updating the UWMP as an analysis of future water supply scenarios. The development of the UWMP required knowledge of how the Department of Water Resources is structured as well as research into Delivery Reliability Reports issued by the Department of Water Resources.

Non-Potable Distribution

- Senior Engineer in the **Coachella Valley Water District**, California (population 260,000) non-potable water hydraulic evaluation. Part of a team that analyzed usage data for each user, evaluated existing facilities within the District, and helped develop a hydraulic model from As-Built and AutoCAD drawings.

- Senior Engineer in the **Coachella Valley Water District**, California (population 260,000) non-potable water master plan. Part of a team that analyzed usage data for each user, evaluated existing facilities within the District, and planned future facilities to maximize the use of non-potable canal and recycled water throughout the year.

Storm Water Drainage

- Project development assistant in the **City of Yakima**, Washington (population 91,100) Stormwater Collection System Master Plan. Part of a team that

developed hydrology models in HEC-1, and a dynamic stormwater model in Innowyze's InfoSWMM to evaluate system hydraulics. Existing collection facilities were evaluated based on design criteria established through effective communication with the city. Future improvements were delineated for long term capital improvement projects, and included coordination for feasibility of construction and water quality project implementation.

Condition and Risk Assessment

- Senior Engineer in the **City of Madera**, California (population 61,000) City-Wide Water and Sewer Condition and Risk Assessment. Leads a team that is performing CCTV and Risk and Condition Assessment of 160 miles of sewer pipeline and 180 miles of water pipeline. This includes leak detection and CCTV of water mains. The condition assessment will feed into a risk-based rehabilitation and replacement program to aid in capital planning projects for the City.

- Senior Engineer in the **City of Shasta Lake**, California (population 62,200) Condition and Risk Assessment. This project involved reviewing City-Wide CCTV information and prioritizing capital projects based on the priority structural failures and I/I reduction projects noted in the CCTV. This also included a decision chart to aid in the development of rehabilitation projects.

- Senior Engineer in the **City of South San Francisco**, California (population 67,000) Condition and Risk Assessment. This project involved reviewing City-Wide CCTV information and prioritizing capital projects based on the risk of the asset. This also included a decision chart to aid in the development of rehabilitation projects.

- Project Engineer in the **County of Madera / City of Madera** Condition and Risk Assessment project for local County Service Areas. This project involved reviewing the CCTV of local sewer systems. This evaluation included a risk-based decision mechanism to prioritize improvements and a capacity evaluation for future planning opportunities.

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Employment History

2013–Present. Akel Engineering Group, Inc.

Professional Affiliations

American Society of Civil Engineers (ASCE)

Experience Summary

Wastewater Collection

- Task Assistant in the **Marina Coast Water District** (population 34,300) Sewer System Master Plan. Responsibilities included updating the existing hydraulic model, developing existing flow factors, projecting future system flows, evaluating existing sewer system and recommending improvements to mitigate existing deficiencies and serve future growth, and assisting in report preparation.
- Task Assistant in the **City of Shasta Lake** (population 9,400) Wastewater Master Plan. Responsibilities included reviewing sewer system

survey data, developing a sewer system hydraulic model using Innovyze InfoSewer, performing extended period simulation model calibration, and identifying improvements to mitigate existing deficiencies and service future growth.

- Task Assistant in the **City of Hanford** (population 54,600) Sewer System Master Plan. Responsibilities include updating the city sewer flows to match the wastewater treatment plant and reviewing as-builts and survey information for the purpose of updating the hydraulic model. The updated model is used to evaluate capacity availability for the accommodation of new development.
- Task Assistant in the **City of South San Francisco (E. of 101)** Sewer System Master Plan. This plan was prepared for the City's East of 101 service area and responsibilities include updating the City's sewer system hydraulic model, as-builts and lift station operational information, developing future system sewer flows, and identifying improvements to service future growth.
- Current Task Assistant in the **City of South San Francisco (W. of 101)** (population 65,500) Sewer System Master Plan. Responsibilities include the preparation of a flow monitoring program, development of existing and future sewer system flows, updating the hydraulic model based on new construction and City-wide survey. Additional tasks include identifying improvements to mitigate existing deficiencies and service and future growth.
- Current Task Assistant in the **City of South Soledad** (population 26,000) Sewer System Master Plan. Responsibilities include the preparation of a manhole survey program and flow monitoring program, developing sewer system hydraulic model based on GIS using Innovyze Infosewer, estimating existing and future sewer system flows, updating the hydraulic model based on new construction and City-wide survey. Additional tasks include identifying improvements to mitigate existing deficiencies and service and future growth.
- Task Assistant in the **City of Morgan Hill** (population 45,000) Sewer System Master Plan. Responsibilities included updating the existing hydraulic model, developing existing flow factors, projecting future system flows, evaluating existing sewer system and recommending improvements to mitigate existing deficiencies and serve future growth, and assist in report preparation.

- Task Assistant in the **County of Kern** Sewer System Master Plan. Responsibilities included developing and updating the hydraulic model. The existing system was updated based on recent construction provided by County staff. Future improvements were recommended based on recent planning studies, and capacity availability was analyzed to determine the development triggers for new improvements.

- Task Assistant in the **Coachella Valley Water District** Sanitary Sewer Model (population 260,000). Part of a team that develops and analyzes project scenarios with the use of InfoSWMM. Tasks included inventorying and updating the hydraulic model to include 27 lift stations; the performance curves and wet well dimensions were included in the hydraulic model. Wet well pump controls, determined based on wet well dimensions and average hourly flows, were added to the model to accurately simulate lift station cycle times.

Water Distribution

- Task assistant for the **City of Fresno** (Population 510,000) hydraulic modeling support. Part of a team that updated the hydraulic model from a steady state scenario to an extended period simulation. This project consisted of developing diurnal patterns for different districts within the City from hourly meter data and using SCADA from 260 well sites to calibrate the hydraulic model. Additional tasks have included hydraulic modeling support for the optimization of the regional transmission main analysis for a new 80 MGD water treatment facility.

- Current task assistant in **Coachella Valley Water District** (260,000). Responsibilities include assisting in the implementation and calibration of an update of the hydraulic model to include new developments and hydraulic analysis to determine the impacts of adding new supply locations in the District using Innovyze InfoWater. Analyzed historical demand and production information to characterize system-wide unaccounted for water. Performed peaking factor analysis based on historical daily and monthly production information. Evaluating future developments and determined site specific available fire flows.

Stormwater Drainage

- Task Assistant in the **City of Gilroy** (population 48,800) Storm Drainage System Master Plan. Tasks included reviewing available CAD and EPASWMM information to build an existing system model in Innovyze's InfoSWMM for the purpose of evaluating the existing system hydraulic capacity.

Parker Klemin



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Employment History

2011-Present – Akel Engineering Group, Inc.
 2011 – California State University, Fresno

Experience Summary

Wastewater Collection

- **Moss Landing, CA** – Complete digitization and database development of the sanitation system from As-Built drawings, for use in a pipeline Risk Assessment and GIS based hydraulic model. Created GIS report figures and large exhibits documenting the existing system, pipeline risk assessment, as well as the recommended improvements.
- **Marina Coast Water district, CA** – Created over a dozen figures for the Sewer Master Plan. Reviewed and converted CAD system drawings into Arcgis for import

into a GIS based hydraulic model. Created figures and performed spatial analyses to aid in the development of the hydraulic model.

- **City of Shasta Lake, CA** – Created over two dozen figures and large exhibits for the 2016 Master Plan; including, regional location and planning area, system capacity and flow performance, existing collection facilities, flow monitoring program meter locations, future system improvements, and infiltration and structural defects for Condition Assessment. Comparison details between the existing GIS and the hydraulic model. Created a GIS Topology to ensure data integrity.
- **City of Soledad, CA** – Created figures for the Sanitary Sewer Master Plan; including, existing and future land use, and existing collection system with meter locations for a flow monitoring program.
- **City of Hanford, CA** – Generated figures for the 2017 Master Plan; including, existing system, proposed system improvements, modeled trunks, existing deficiencies, existing and future land use, and regional location maps.
- **City of Santa Barbara, CA** – Updated and generated exhibits for the existing collection system, sewer basins, high inflow and infiltration, flow monitoring program, existing deficiencies, septic areas, 2030 and 2050 flow projections, pipe rehabilitation and replacement, and special studies.
- **City of Morgan Hill, CA** – Generated numerous figures for the 2018 Master Plan, including existing sanitary sewer system, system improvements, flow monitoring, sewer basins, existing and future land use, as well as figures for special studies. Joined sewer demands to parcel data to generate a new point file for hydraulic analysis.
- **City of South San Francisco, CA** – Created figures and large exhibits for the East of Highway 101 Sewer System Master Plan; to include, the regional location, existing collection facilities, collection basins, existing deficiencies during wet and dry weather, and capital improvement program figures.

- Created figures and large exhibits for the ongoing City-Wide Sewer System Master Plan; to include, regional location, existing and future land use, existing collection facilities with meter locations for a flow monitoring program. Performed spatial analyses to aid in the development of the hydraulic model.
 - **City of Visalia, CA** - Generated exhibits for the hydraulic analysis of the sanitary sewer system and of the proposed improvements.
 - **City of Madera, CA** – Generated and updated exhibits for the 2014 Master Plan of the existing sanitary sewer system, wet and dry weather pipe deficiencies, and the proposed existing and proposed future improvements. Also, calculated and categorized land acreages in ArcMap by land use types for analysis.
- Extensive review of As-Built drawings, CAD data, field inspections, aerial imagery, and other data sources to create a complete and more accurate GIS, for use in an Infrastructure Risk and Condition Assessment. Detailed mapping was created to document the system as well as areas needing verification. Created a GIS Topology to ensure data integrity.
- **City of Yakima, WA** – Developed a shapefile representing water billing data for use in a hydraulic model. Calculated and categorized land acreages in ArcMap by land use types for analysis. Also, generated exhibits of the existing sanitary sewer system and of the proposed future improvements.
 - **Half Moon Bay, CA** – Generated over a dozen figures for the 2016 master; including, existing land use, existing collection system, flow monitoring program, proposed improvements, and a regional location figure using digital elevation model data. Applied a geographic coordinate system to sewer collection system data used in a hydraulic model. Developed a shapefile representing water billing data for use in a hydraulic model. Used georeferencing and spatial adjustment to align data to a real world coordinate location.
 - **City of Fresno, CA** – Created exhibits of the existing sanitary sewer system and also of proposed improvements.
 - **City of Castroville, CA** – Generated exhibits of the existing sanitary sewer system, the proposed improvements, as well as a regional location figure using digital elevation model data. Converted CAD system drawings into Arcgis with a geographic coordinate system attached.
 - **Coachella Valley Water District, CA** – Assisted in developing the existing sanitary sewer system from CAD system construction drawings and existing shapefiles. Removed duplicated manholes from the database. Exported and converted CAD system drawings into Arcgis with a geographic coordinate system attached. Applied a consistent geographic coordinate system to all data. Quality checked data alignment to aerial imagery. Created a point file representing sewer demand by joining excel data to county parcel data and converting to a point file.
 - **Kern County, CA** – Substantial conversions of CAD system drawings into Arcgis. Extensive data creation through digitization from georeferenced data sources. Deployment of various geoprocessing tools and procedures for the creation of data for use in engineering analyses. Developed land use designations from tax roll data to county parcels. Consolidated several overlapping General Plan and Specific Plan land uses into a single database. Converted layer files to and from Google Earth and Arcgis; along with coordinate system transformations. Generated figures of the existing modeled system, the sewer service areas, the existing land use, and of the General Plan land use.

Water Distribution

- **City of Fresno, CA** – Created hundreds of figures for the hydraulic modeling support of the water quality and optimization analysis of the regional transmission main analysis for a new 80 MGD water treatment facility. Created several dozen large exhibits for meeting discussions and presentations. Converted proposed transmission main alignments from Google Earth layers to Arcgis and digitized to shapefiles. Created detailed figures of the City water mains impacted by California High Speed Rail. Created detailed figures of system pressures, velocities, and head losses, as experienced in various different fire flow scenarios.

Performed numerous spatial analyses to aid in the development of the hydraulic model. Created dozens of hydraulic evaluation figures for new tract developments.

- Generated figures for the Drinking Water Infrastructure renewal and Replacement Plan. Geocoded locations for a historical water main maintenance database.

Performed numerous spatial analyses to aid in the development of the hydraulic model. Created detailed figures of recommended pipe improvements.

- **West Valley Water District, CA** – Generated dozens of figures for the Water Facilities Master Plan. Created large exhibit maps for meeting presentations. Performed numerous spatial analyses to aid in the development of the hydraulic model. Used georeferencing to aid in digitizing future major developments and future land use. Created detailed figures of system pressures, velocities, and head losses, as experienced in various different fire flow scenarios for future developments.
- **Marina Coast Water district, CA** – Created over a dozen figures for the Water Master Plan. Reviewed and converted CAD system drawings into Arcgis for import into a GIS based hydraulic model. Created figures and performed spatial analyses to aid in the development of the hydraulic model.
- **City of Hanford, CA** – Generated figures for the 2017 Master Plan; including, existing water system, proposed system improvements, fire flow analyses, pressure zones, existing and future land use, and regional location maps.
 - **Coachella Valley Water District, CA** – Generated detailed figures of existing system infrastructure and proposed system improvements. Created exhibits of water system pressure loggers, existing water system supply, and proposed water system supply improvements. Created detailed figures of system pressures, velocities, and head losses, as experienced in various different fire flow scenarios.
 - **City of Hillsborough, CA** – Generated exhibits of the existing water system categorized by pipe sizes and pressure zones. Joined water demands to parcel data to generate a new point file for analysis and presentation.
- **City of Soledad, CA** – Created figures for the 2015 Urban Water Management Plan; including, regional groundwater basins and local groundwater well locations. Digitized groundwater well locations using aerial imagery for verification.
- **City of Newhall, CA** – Created figures of the existing water system and of proposed improvements. Created figures of system pressures, velocities, and head losses, as experienced in various different fire flow scenarios.
- **City of Morgan Hill, CA** – Generated numerous figures for the 2018 Master Plan; including, existing water system, proposed system improvements, fire flow analyses, pressure zones, existing and future land use, as well as figures for special studies.
- **City of Gilroy, CA** – Generated exhibits of the existing and proposed systems in the Gilroy Gardens study area. Created a point file of water system demands from excel data joined to parcels.
- **City of Santa Cruz, CA** – Generated exhibits of existing water system and hydraulic model calibration locations including two figures on area specific calibration locations, regional location figure using digital elevation model data, and system improvement alignment alternatives.
- **City of Buena Park, CA** – Generated exhibits of the existing water system and of fire flow improvements.
- **City of Fullerton, CA** – Generated exhibits of the existing water system and of fire flow improvements.
- **City of Simi Valley, CA** – Generated exhibits of fire flow analysis with proposed improvements.
- **City of Madera, CA** – Generated large exhibits and report figures for the 2014 Master Plan; including, existing water system, proposed improvement details, depth to blue deposits, groundwater contaminant locations, and existing land use. Digitized groundwater contamination locations and depth to blue deposit contours. Geocoded locations for a historical water main

maintenance database. Also, calculated and categorized land acreages in ArcMap by land use for analysis.

- **City of Pittsburg, CA** – Created over 3 dozen figures for the 2015 Water System Master Plan. Geocoded historical water system billing data. Extensive manual street address manipulation in order to increase the accuracy of the geocoding results. Converted CAD system drawings into Arcgis with a coordinate system attached. Digitized water system pressure zones based on contour elevations.
- **County of Madera, CA** – Generated detailed figures of the City of Madera’s water system with classifications of minimum pressures for different scenarios. Updated the pressures by joining new data to the shapefile.

Non-Potable Distribution

- **Coachella Valley Water District,** – Created over a dozen figures for the Recycled Water Master Plan. Figures include the existing system and future improvements from many different planning scenarios. Digitizing existing and potential non-potable water users using aerial imagery and georeferenced data.
- **Marina Coast Water district, CA** – Created over a dozen figures for the Recycled Water Master Plan. Reviewed and converted CAD system drawings into Arcgis for import into a GIS based hydraulic model. Performed spatial analyses to aid in the development of the hydraulic model.
- **City of Madera, CA** – Digitized the location of non-potable users and potential users. Generated exhibits of future system alternatives based on different planning scenarios.

Storm Water Drainage

- **City of Madera, CA** – Generated special study exhibits as well as detailed exhibits for the existing storm water system and proposed existing and proposed future improvements. Also, calculated and categorized land acreages in ArcMap by land use types for analysis.

- **City of Yakima, WA** – Generated special study exhibits as well as detailed exhibits for the existing storm water system and proposed existing and proposed future improvements. Also, calculated and categorized land acreages in ArcMap by land use types for analysis.
- **City of Morgan Hill, CA** – Generated exhibits of the existing water system and proposed water system improvements.
- **City of Hanford, CA** – Generated figures for the 2017 Master Plan; including, existing system, proposed system improvements, existing and future land use, watersheds and waterways, drainage basin, and regional location maps. Converted CAD system drawings into Arcgis with a geographic coordinate system attached.

Irrigation

- **Coachella Valley Water District,** – Complete digitization and database development of over 435 miles of pipeline and 1,629 pipe stand and pipe vent structures, from As-Built drawings and AutoCAD plat sheets. Data integrity was verified and aligned to orthographic aerial imagery and GPS data. The database was structured for use a GIS based hydraulic model. Reviewed drawings spanning 68 years in order to establish the most accurate and up to date system. Communicated with the District to locate missing drawings and aid in identifying over 67 miles of abandoned pipeline and 55 miles of new or replacement pipeline. System wide adjustment of system elevations to determine pipe invert elevations for use in the hydraulic model.

Solid Waste

- **City of Fresno, CA** – Redistributed the pickup routes for the Thursday solid waste commodities (Trash, Green Waste, and Recycling) to be more balanced and evenly distributed. Generated detailed exhibits of each commodity route to document changes

Steven Hash



Contact

7433 N First Street, Suite 103
 Fresno, California 93720
 Phone: 559-436-0600
 Fax: 559-436-0622
www.akeleng.com

Education

BA Geography
 California State University, Fresno 2016

GIS Certificate of Completion
 California State University, Fresno 2015

Employment History

2016–Present. Akel Engineering Group, Inc.

Experience Summary

Wastewater Collection

- **City of Madera, CA** – Detailed mapping was created to document the system, create an Infrastructure Risk and Condition Assessment figure, and Create dynamic Data Driven map pack for CCTV review.
- **City of Morgan Hill, CA** – Generated numerous figures for the existing Sewer System Condition Risk Assessment along with CCTV review, and figure packs denoting rehabilitation costs for pipes.
- **City of South San Francisco, CA** – Generated numerous figures for the existing Sewer System and for the sewer system manhole survey project.

Water Distribution

- **Coachella Valley Water District, CA** – Generated detailed figures of existing system infrastructure and proposed system improvements. Created exhibits of water system pressure loggers, existing water system supply, and proposed water system supply improvements. Created detailed figures of system pressures, velocities, and head losses, as experienced in various different fire flow scenarios.
- **City of Fresno, CA** – Extensive and thorough review of the existing water system to create map packets showcasing the most optimal set up location for the Neutral Output Discharge Elimination System (NO-DES) vehicle throughout the city. For each setup location, a dynamic table was generated to show the total length of each flushing sequence.
- **City of Madera, CA** – Extensive review of As-Built drawings, CAD data, field inspections, and other data sources to create a complete and more accurate GIS, for use in an Infrastructure Risk and Condition Assessment. Detailed mapping was created to document the system as well as areas needing verification.
- **City of Morgan Hill, CA** – Generated numerous figures for the water supply assessment along with new annexation areas that are to become part of the city.
- **Santa Clarita Valley Water Agency, CA** – Digitized existing pipes based on thorough review of As-Built drawings. Generated figures to showcase the newly digitized existing pipes.

Irrigation

Coachella Valley Water District, – Complete digitization and database development of over 435 miles of pipeline and 1,629 pipe stand and pipe vent structures, from As-Built drawings and AutoCAD plat sheets. Data integrity was verified and aligned to orthographic aerial imagery and GPS data. The database was structured for use a GIS based hydraulic model. Reviewed drawings spanning 68 years in order to establish the most accurate and up to date system. Communicated with the District to locate missing drawings and aid in identifying over 67 miles of abandoned pipeline and 55 miles of new or replacement pipeline. System wide adjustment of system elevations to determine pipe invert elevations for use in the hydraulic model.

SUB-CONSULTANT: V&A



Kevin Krajewski, PE, is a senior level project engineer, engineering manager, division manager, practice leader and respected industry leader for over 24 years. He is an entrepreneur who has combined technical expertise and a strong work ethic to transform a perceived commodity service of flow monitoring into a professional engineering value-added service, growing the company business and market share within this industry from a start-up level into a sustainable multi-million-dollar source of revenue generation for V&A.

Kevin's expertise includes flow monitoring and analysis of inflow and infiltration (I/I) into collection systems, including development of synthetic I/I hydrographs and estimate of peak wet weather flows for design storm events.

Kevin also has considerable condition assessment experience and in past years was division head for the Condition Assessment Group. He has served as the QA/QC advisor and data manager and project manager on hundreds of projects for V&A throughout California and the Western United States.

SUB-CONSULTANT: CANNON



J. Eric Porkert, PE, Civil Senior Principle Engineer

Since 1991, Mr. Porkert has developed professional engineering experience in both the public infrastructure and private development sectors. Specializing in water resource and wastewater planning, Mr. Porkert brings a long, successful history of designing major utility mains, collection mains, forebays, and chloramination treatment facilities. He prepares water and sewer master plans, generates opinions of costs, and provides utility coordination. He directs project management and hydraulic analysis for large municipal water, recycled water, and wastewater facility design.

Professional Registration

- Civil Engineer,
California, No. 57562

Education

- Bachelor of Science,
Engineering,
California State
University, Northridge,
California

Professional Affiliations

- American Water
Works Association
(AWWA)
- American Society of
Civil Engineers
(ASCE)

Sanitary Sewer Management Plan, Bell, California: The City selected Cannon to develop an SSMP in compliance with the Statewide General Waste Discharge Requirements (GWDR). Although the City was in a state of re-building its management and staff, Cannon was able to expedite the completion of the SSMP, obtain City approval, and facilitate future sewer hot spot maintenance and proposed flow monitoring, while eliminating unnecessary evaluations. Mr. Porkert provided engineering services for this project.

Sanitary Sewer Management Plan, Beverly Hills, California: The City of Beverly Hills underwent a compliance audit of their existing operations to address deficiencies. It was confirmed the City had in place many elements of a sewer system management plan. To elevate the City's status to fully meet the requirements of the Water Quality Order. The City of Beverly Hills selected Cannon to develop an SSMP in compliance with the Statewide General Waste Discharge Requirements (WDR). Mr. Porkert provided engineering services for this project.

Ritter Ranch Recycled Water System Master Plan, Los Angeles County Waterworks District, Palmdale, California: This golf course development encompassed approximately 10,625 acres composed of 7,200 residential homes, open space, recreational, school, and commercial land use. The project included preparing a Water System Master Plan for the development and neighboring developments such as City Ranch and Joshua Ranch. The Ritter Ranch development land use resulted in sizing more than 20 potable water reservoirs, nine pump stations, pressure-reducing stations, supplement wells, and several miles of water transmission mains. Mr. Porkert analyzed the existing LACWWD Water System hydraulically to determine required improvements to supply the new development and its neighbors adequately. He was also retained as part of the Cannon team to provide engineering services for the Conceptual Sewer Study required for Ritter Ranch.

Anaverde Development Water System Master Plan, Palmdale, California: This project included 5,200 residential homes, 42 commercial acres, 387 acres of parks and golf courses, and open spaces. Reservoir storage was calculated, along with pumping capacities for a new pump station. Several miles of pipelines were sized and routed to maximize the water system's operation. Anaverde's improvement requirements to the existing water system were determined and outlined based on the development phasing plan. The Water System Master Plan was used to finalize the Water System Agreement between developer and District.



Burl V. Steude, PE, Surveyor (optional)

With 21 years of surveying experience, Mr. Steude is proficient in the use of Static, Rapid Static, and RTK-GPS and Robotic Total Stations and Leica's Digital Precise Level using Lieca Geo-Office and Carlson software for collecting, mapping, and staking out data in the field. He is also proficient in performing property boundary research, field reconnaissance for property boundary and right-of-way evidence recovery and analysis, preparation of Record of Survey Maps, and Parcel Maps. Mr. Steude performs 3D laser scanning using Lieca HDS6000 and FARO x330 laser scanners. He is skilled in the use of AutoCAD Civil 3D and Microsoft applications such as Excel, MS Project, and Word.

Professional Registration

- Licensed Land Surveyor, California, No. 9103

Education

- 40-Hour HAZWOPER Certified
- Project Management Seminar, CE Course, Cannon, San Luis Obispo, California
- CORS Applications & Utilization Seminar, California Land Surveyors Association, Long Beach, California
- Leica, GPS Surveying, Basic Course, Santa Maria, California
- Land Description Systems, CE Course, Land Surveyors Workshops, Los Angeles, California
- CPR Certified

Tank Farm Road Sewer Project, San Luis Obispo, California: Cannon was selected by the City of San Luis Obispo to assist with the professional consulting services required for the Tank Farm Road Sewer Project. This project included the abandonment of three existing sewer lift stations and the construction of a new regional lift station and new sewer mains connecting to it. The approximate lengths of new sewer main included 6,750 linear feet of 16-inch, 250 linear feet of 12-inch, 4,000 linear feet of 10-inch, and 1,000 linear feet of 8-inch gravity sewer mains, and 4,000 linear feet of 16-inch sewer force main. Mr. Steude was responsible for the topographic surveying and mapping, boundary surveying and mapping, utility research and coordination, base mapping, legal descriptions, and exhibits.

Lift Station No. 5 and 13th Street Sewer Main Upgrades, Paso Robles, California: The City of Paso Robles conducted this sewer main upgrade project to improve the overall operations and maintenance of the system, to consider serving in-fill areas not previously served, and to redistribute flows to less-impacted sewer lines. This project involved four locations, including the Highway 101 Northbound on-ramp at the 13th Street Bridge. Cannon provided surveying and civil engineering services. Survey services included evaluating existing right-of-way, easements, and utilities to determine alignments for new gravity sewers; potholing existing utilities; and conducting a topographic survey of the project area; and tie-out of all surface features, including the existing sewer facilities. As Party Chief, Mr. Steude is responsible for completing a topographic survey and record boundary for this project. As Party Chief, Mr. Steude is responsible for completing a topographic survey and record boundary for this project.

Nacimiento Water Pipeline Project (NWP), County of San Luis Obispo, California: The NWP was developed to help supplement current groundwater supplies with the goal of supplying up to 16,200 acre-feet per year for San Luis Obispo County communities. This project entailed construction of more than 45 miles of pipeline and approximately 100 square acres for 10 different water-handling facility sites to provide another reliable source of water for San Luis Obispo County communities. Mr. Steude was a member of Cannon's Project Team for the NWP. The field survey crew obtained accurate and detailed topographic and cadastral information along the proposed pipeline route and water-handling sites to provide background information for design. Mr. Steude was part of the field team and supervised construction staking for a portion of this project.



**City of Beaumont
Wastewater Master Plan
Fee Estimate (11/5/2019)
Tracking from Initial Proposal**

Initial Proposal Estimate (09/17/19)														
Task	Task Description	Hours							Costs					
		Principal	Senior Engineer	Engineering Associate	Engineering Assistant	GIS Analyst	Secretarial	Total Hours	Labor Costs	Sub-Consultant	Desc.	Other Direct Expenses ¹	INITIAL Total Cost (09/17/19)	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Scope of Work Tasks														
Task 1	Population and Development Projections	4	24	45	24	30		127	\$18,107					\$18,107
Task 2	Data Collection and Assessment of Wastewater System	2	10	15	8	8		43	\$6,303					\$6,303
Task 3	Condition/Capacity Assessments	6	25	40	75	18		164	\$22,620	\$76,052	V&A	\$7,605		\$106,277
Task 4	Hydraulic Model Development	2	16	25	40	22		105	\$14,203					\$14,203
Task 5	Capital Improvement Plan Development	10	25	40	60	35		170	\$23,445					\$23,445
Task 6	Development of Engineering Design Standards	8	8					16	\$2,960	\$75,000	Cannon	\$7,500		\$85,460
Task 7	Public Meetings and Presentations	35	35				6	76	\$13,430					\$13,430
Task 8	Project Management	40	40						\$14,800					\$14,800
Task 9	Draft and Final Report and Deliverables	16	45	35	24	30	12		\$23,521		25 Hard Copies	\$12,500		\$36,021
Total - (Tasks 1 through 9)		123	228	200	231	143	18	701	\$139,389	\$151,052		\$27,605		\$318,046
Other Project Costs														
Task 10	Annual Hydraulic Model Updates	26	70	90	30	43	6		\$40,115					\$40,115
Task 11	Manhole Inverts Surveying Allowance (approx. 60-70 manholes)									\$50,000	Cannon	\$5,000		\$55,000
Total - (Tasks 1 through 11)														\$413,161
Optional Expansion of Flowmonitoring Program														
	Additional Flow Meters for 30-Day Monitoring Duration (per meter basis)									\$2,500 per additional meter	V&A			
	Weekly Extension of Flow Monitoring (per meter per week)									\$400 per additional meter per additional week	V&A			
Other Project Costs (Per November 5, 2019 Teleconference)														
Task 12	Allowance for Detailed Schematic Drawings of the Mesa Lift Station								\$25,000					\$25,000
Task 13	Contingencies, including: expediting development related analyses and other potential priority projects								\$25,000					\$25,000
Total - (Tasks 1 through 13)														\$463,161



Notes:
1. Other Direct Expenses include report reproduction costs and 10% Markup for Sub-Consultant Fee.

Potential Cost Reductions Estimate (11/5/19)		
Potential Reduction Amount	Comments/Impact of Potential Reductions	REVISED Total Cost (10/16/19)
15	16	17
\$0	NO REDUCTION. This task is critical to the master plan.	\$18,107
\$0	NO REDUCTION. This task is critical to the master plan.	\$6,303
\$0	NO REDUCTION. This task is critical to the master plan.	\$106,277
\$0	NO REDUCTION. This task is critical to the master plan.	\$14,203
\$0	NO REDUCTION. This task is critical to the master plan.	\$23,445
\$85,460	REDUCTION Task 6. This scope item is not necessary for master planning and typically not included. We suggest it be deferred to a later date. Design criteria related to the master plan are already included in Task 4.	\$0
\$0	NO REDUCTION. This task is critical to the master plan.	\$13,430
\$0	NO REDUCTION. This task is critical to the master plan.	\$14,800
\$0	NO REDUCTION. This task is critical to the master plan.	\$36,021
		\$232,586
\$40,115	REDUCTION Task 10. This amount is an estimate and will vary year to year, and will likely be less during the first year as the initial focus is on developing the NEW hydraulic model. Thus, this task's remaining amount can be further reduced.	\$0
\$13,500	REDUCTION Task 11. Total manhole surveyed are reduced to 60 and focusing on major trunk or subtrunks, and Cannon added a provision that selected manholes cannot be bolted or twisted.	\$41,500
\$139,075	TOTAL REDUCTION	\$274,086
0		\$25,000
0		\$25,000
\$139,075	TOTAL REDUCTION	\$324,086

SCOPE OF SERVICES

This table documents the Project Scope of Work.

Task 1. Population and Development Projections

- City staff to provide population projections and potential development projects for the Consultant to review.
- Consultant should review the City's Future Land Use Map, General Plan and Housing Plan.
- Consultant should review all active or current Specific Plans and Development Agreements.
- Consultant should identify existing capacity per basin of lift stations, 10" gravity mains and larger, and all force mains by EDUs.
- Consultant should identify future capacity per basin of lift stations, 10" gravity mains and larger, and all force mains by EDUs for a 20yr planning period.

Task 2. Data Collection and Assessment of Wastewater System

- Consultant should become fully familiar with all wastewater basins, wastewater lift stations, 10" gravity mains and larger, and all force mains to be able to provide a full condition assessment. This will require the consultant to perform some field assessment and not solely rely on City's GIS or as-built plans.
- Consultant should review and provide confirmation of the City's previous I&I study.
- Consultant should identify appropriate locations by basin for flow monitoring and daily flow.

Task 3. Condition/Capacity Assessments

- Consultant should perform an evaluation the City's conveyance system for existing and future capacity inclusive of flow monitoring.
- Consultant should perform an evaluation of the City's Lift Stations including a full condition assessment and capacity analysis for both existing and future.
- Consultant should develop preferred solutions and/or alternative solutions to correct deficiencies.
- Consultant should identify future lift station needs, as well as, any current redundant lift stations which could be eliminated.
- It is the City's expectation the consultant will utilize the best available technologies appropriate to the study which would result in gathering the most accurate large-scale condition data of the sewer infrastructure.

- Consultant should document known system deficiencies, maintenance efforts, and identify needed capital projects. Consultant should assess the existing capacity of the system, specifically identifying the critical segments based on the data gathered from the field, existing documents and projected growth. Consultant should identify the critical segments in the order of priority that require immediate, near-term and long-term attention.

Task 4. Manhole Inverts Surveying Allowance

- This task consists of providing a manhole rim and invert survey to ± 0.01 foot accuracy. This survey task consists of approximately 60 manholes, assuming that the manholes are not bolted, welded, or twisted.

Task 5. Allowance for Detailed Schematic Drawings of the Mesa Lift Station

- Consultant should develop a detailed schematic drawings of the Mesa Lift Station, and intended to aid staff in review of the lift station and provide an updated drawing record. This will include a more detailed review of the lift station during the condition assessment phase.

Task 6. Hydraulic Model Development

- Consultant should develop a dynamic, comprehensive hydraulic model from the compiled data by basin.
- Consultant should develop a detailed hydraulic model of the wastewater collection system calibrated against collected flow monitoring data.

Task 7. Capital Improvement Plan Development

- Consultant should identify and prioritize future capacity projects and timing per basin for lift stations, 10" gravity mains and larger, and all force mains by EDUs.
- Consultant should develop a procedure for evaluating the condition of existing infrastructure and prioritization of improvements.
- Consultant should address existing and future anticipated State Water Board and EPA regulations along with their impacts to the City of Beaumont wastewater systems including a Capacity, Management, Operations and Maintenance (CMOM) Program, Inflow and Infiltration (I/I) study, and Sanitary Sewer Overflow (SSO) Initiatives, etc. Consultant should address existing and future issues related to the system's functionality.
- Consultant should develop a multi-year phased capital improvement program including short term (1-5 years), near term (5-10 years), and long term (10-20 years) program.
- Consultant should prioritize improvements with engineered cost estimates and escalators (CPI).
- Consultant should develop individual project sheets for each recommended improvement
- Based on topography and future land use, consultant should develop a plan for extending sewer service.

Task 8. Public Meetings and Presentations

- Consultant should plan to attend two workshop meetings with the City Council and provide two formal presentations to the City Council.

Task 9. Project Management

- This task consists of general project management, as-necessary webconferences, and general correspondence.

Task 10. Draft and Final Report and Deliverables

- Consultant should provide Twenty-Five (25) copies of a bound Wastewater Master Plan Report with maps.
- Consultant should provide Ten (10) electronic copies of the Wastewater Master Plan Report with maps.
- Consultant should provide digital Wastewater System Model.
- Consultant should provide supporting wastewater system model operating manual.

Task 11. Contingencies, including: expediting development related analyses and other potential priority projects

- This task consists of a contingency to incorporate expedited analyses City staff deem a priority. This can include, but is not limited to, development studies, design support, or other master plan related tasks.

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ___ day of _____, 20___, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Akel Engineering Group, Inc. whose address is 7433 North First Street, Suite 103, Fresno, CA 93720 (“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Professional Engineering Service for the Sewer System Master Plan; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Preparing improvement plans and specifications for the Beaumont Avenue Rehabilitation Project and Citywide Slurry Seal Project and any other services which the City may request in writing. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Rich Vaughn as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Three Hundred Twenty Four Thousand Eighty Six dollars (\$324,086).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to

do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by

CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPers, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits,

and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or

interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
Julio Martinez, Mayor

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: November 19, 2019

SUBJECT: Approval of a Contract with Z&K Consultants, Inc., for Professional Engineering Services an Amount Not to Exceed \$50,000

Background and Analysis:

Earlier this year, the City retained Z&K Consultants, Inc., to perform an analysis on the City's pre-treatment documents. This analysis compared the City's pre-treatment ordinance, resolutions, forms, and manuals to the Santa Ana Watershed Project Authority's (SAWPA) pre-treatment documents.

SAWPA reviewed the comments and approved the recommended changes. SAWPA is requesting that the City implement these changes by the end of the year. In order to successfully complete this task, which is required for the City's brine line permit and discharge permit, staff recommends further engagement with Z&K Consultants, Inc., to assist in the adoption and implementation of these needed changes. Staff has budgeted funds in the Wastewater Treatment Plant Renovation and Expansion Project to cover changes to the City's pre-treatment program. The approval of a contract with Z&K Consultants, Inc., for professional engineering services would be in an amount not to exceed \$50,000.

Fiscal Impact:

No additional fiscal impacts beyond the project budget.

Recommendation:

1. Approval of a contract with Z&K Consultants, Inc., for professional engineering services in an amount not to exceed \$50,000.



City Manager Review: Todd Parton
City Manager

Attachments:

[Attachment A - 2019 Z&K Professional Services Agreement 11.5.19](#)

[Attachment B - Z&K Proposal](#)

[Attachment C - 2019 Z&K Cost Proposal](#)

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 5th day of November, 2019, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and Z&K Consultants, Inc., a California corporation, whose address is 22295 Jessamine Way, Corona, CA. 92883(“CONTRACTOR”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide Professional Engineering Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A”; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after one (1) year unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: Professional Engineering Services as provided in the Proposal. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Zack Faqih as CONTRACTOR’S professional responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the CITY. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR under this Agreement shall not exceed Fifty Thousand dollars (\$50,000) for completion of the services provided for in the Proposal.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15th) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR

shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health

and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required X /Not Required ; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to

do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by

CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

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9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

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and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

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12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

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13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or

interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CONTRACTOR:

CITY OF BEAUMONT

By: _____
Mayor

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

November 5, 2019

Kristine Day, Assistant City Manager
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Z&K Consultants Inc. Scope of Work

Dear Ms. Day:

Z&K Consultants proudly presents our scope of work proposal to the City of Beaumont for Professional Services. Z&K is a woman-owned, METRO SBE Certified business located in southern California that specializes in the provision of Construction Management, Construction Inspection, Plan Review, Project Management, building department administration, staff augmentation, and other Engineering Consulting Services.

Earlier this year, the City retained Z&K Consultants, Inc. to perform an analysis on the City's pretreatment documents. This analysis compared the City's pretreatment ordinance, resolutions, forms, and manuals to the Santa Ana Watershed Project Authority's (SAWPA) pretreatment documents.

SAWPA reviewed the comments and approved the recommended changes. Z&K Consultants will assist in the adoption and implementation of these needed changes.

These tasks include, but are not limited to:

- » Preparing notices for the Pretreatment Ordinance;
- » Preparing staff reports for the Ordinance and Resolutions;
- » Updating the City's Pretreatment Ordinance, Resolutions, forms, and manuals; and
- » Providing any other tasks necessary for the completion of these changes.

We appreciate the opportunity to work with the City and are excited for the successful completion of this contract. Should you have any questions, please contact Brittany Duhn at 714.788.9965 or by email at bduhn@zandkconsultants.com.

Sincerely,



Zack Faqih
Vice President, Z&K Consultants Inc.
22295 Jessamine Way
Corona, CA 92883
949.637.5040 | zfaqih@zandkconsultants.com





Z&K CONSULTANTS, INC
RATE SHEET

Proposed Fee Structure for the City of Beaumont

Public Works Department

Staff Augmentation Services

A – Hourly Rates:

- Senior Project Manager \$170
- Project Manager \$130
- Project Manager – Brittany Duhn..... \$110
- Senior Public Works Inspector \$125
- Certified Accessibility Specialist Professional \$125
- Special Inspector \$130
- Senior Construction Manager \$240
- Construction Manager \$150
- Construction Inspector \$135
- Document Control/Office Engineer \$125
- Technical Support – Structural Engineer \$175
- AutoCAD/Microstation Technician \$110
- Civil/Land Development Designer \$125
- SWPPP/Environmental Specialist \$125
- Senior Traffic/Signal Engineer \$145
- Senior Land Surveyor..... \$135
- Landscape Architect \$145
- Community Outreach \$115

Rates included in our Cost Proposal are fully billable rates. All overhead costs are included. All prevailing wage requirements will be followed by the team. All team members are in conformance with the State of California Labor compliance requirements.

If you have any questions regarding this fee schedule, please contact: Crystal Faqih by phone at 951.310.7470 or by email at cfaqih@zandkconsultants.com.



Z&K Consultants, Inc | 473 E. Carnegie Drive, San Bernardino, CA 92408 | 949.637.5040

ALL INSURANCE WILL BE IN FORCE AT TIME OF CONTRACT EXECUTION



Z&K Consultants, Inc | 473 E. Carnegie Drive, San Bernardino, CA 92408 | 949.637.5040



Staff Report

TO: Mayor and City Council Members

FROM: Kristine Day, Assistant City Manager

DATE: November 19, 2019

SUBJECT: City Council Approval of Change Order No. 11 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$81,128.29

Background and Analysis:

Wastewater Treatment Plant Change Order No. 11:

Item #1 - Frontier Internet Provider Duct Bank Modifications:

During the design and bidding phases of the project, the selection of an internet service provider had not been determined. The City has now selected Frontier Communication as the internet provider due to lower upfront capital costs and on-going long term monthly costs. In order to accommodate Frontier's design standards, modifications to the bid documents are required to include a larger internet conduit. The cost for this work is \$10,484.03.

Item #2 - 30-inch MBR Effluent Pipeline Elevation and Alignment Modifications:

When the contractor potholed at the tie-in point for the 30" MBR/RO effluent piping to the existing UV structure influent piping, the existing piping was found to be approximately 3.5-feet higher in elevation than what was shown on the contract drawings. An existing and active 3 to 4 feet wide electrical duct bank was found to be above the existing piping and parallel to the proposed system. The alignment of the 30" pipeline will be shifted to the northeast by approximately 5 feet to avoid the duct bank running parallel to the pipe. Two 45 bends will be added and rolled to make up for the vertical and horizontal offsets from the tie-in point. The cost for this work is \$22,975.49.

Item #3 - 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications:

When the contractor potholed at the tie-in point for the new 20" reuse pump station effluent piping to the existing 20" plant effluent piping, the existing piping was found to be

approximately 4 feet higher in elevation than what was shown on the contract drawings. Also, the existing piping system sloped down 45-degrees starting at the proposed tie-in location. As a result, significant effort was made to determine the exact location of the effluent pipe downstream of the uncovered existing fitting including potholing by both the City and the contractors and videoing the line. These efforts allowed the City to find the horizontal alignment, but additional exploration is still required to find the vertical alignment. The cost for this work is \$35,842.92.

Item #4 - Additional Safety Required Handrail at Retaining Wall and Generator:

Design drawings required the construction of an 8-foot-high concrete retaining wall along the north property line of the site, north of the MBR/RO Building. The equipment pads for the MBR/RO electrical transformer and generator are adjacent to and at the top of the retaining wall. The north side of the generator requires a walkway access path to perform routine maintenance. A handrail system is required for safety at the 8-foot drop. The cost for this work is \$11,825.85.

Summary of Change Order No. 11 Costs:

The cumulative costs associated with this change order is in the amount not to exceed \$81,128.29 and will not impact the project schedule. The costs for the change order are as summarized below:

Item	Cost
Item #1 - Frontier Internet Provider Duct Bank Modifications	\$10,484.03
Item #2 - 30-inch MBR Effluent Pipeline Elevation and Alignment Modifications	\$22,975.49
Item #3 - 20-inch MBR Effluent Pipeline Elevation and Alignment Modifications	\$35,842.92
Item #4 - Additional Safety Required Handrail at Retaining Wall and Generator	\$11,825.85
Total:	\$81,128.29

Wastewater Treatment Plant Change Order Summary:

CO No.	Description	Reason for Change	Amount
1	MBR System Improvements	Enhance the performance of MBR System	\$149,741.00
2	RO System Electrical Modifications & Storm Drain System Material Change	Design & Material Updates	(\$245.00)

3	New Aeration Basin 1 through 3 Excavation	Conflict with Existing Utilities	\$19,998.00
4	Structural and Mechanical Modifications	Pre-Selected Submittals	\$57,450.64
5	Vactor Truck Dump Station Modifications	Conflict with Construction	NTE \$15,000.00
6	EDI/Fine Coarse Bubble Diffuser Equipment	Design Change	\$24,298.00
7	Various Changes – MBR/RO Structural, Site Civil & Headworks SCADA Design Modifications	Design Changes	\$59,167.49
8	Various Changes - Demolition, Piping Realignment, Material Change, and Electric Actuated Valve Voltage Change	Unforeseen Conditions and Value Engineering	\$7,942.00
9	Various Changes - Solids Handling Bldg. Conveyor Capacity Increase, Electrical Yard Vault Cover Changes, Additional Pothole Investigation and Existing Duct Bank Removal, and Yard Utilities	Design Changes, Conflict with Construction, Owner Requested Changes	\$138,531.73
10	MBR Chemical Area Changes & Other Misc. Changes and Inclement Weather Impact Nov-18 to May-19	Owner Requested Changes & Inclement Weather	\$596,031.05
11	Frontier Internet Provider Duct Bank Modifications, 30-inch MBR & 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications, Additional Safety Required Handrail at Retaining Wall and Generator	Design Changes, & Conflict with Construction	\$81,128.29
WWTP Contingency	Budget Amount	Change Orders 1-11	Remaining
	\$4,000,000.00	\$1,149,043.20	\$2,850,956.80

Fiscal Impact:

Wastewater Treatment Plant Expansion/Renovation:

The project accounting below represents the status of funds should the change order be approved by City Council. A contingency balance of \$2,850,956.80 would remain should City Council approve this item.

WWTP	Budget Amount	Paid to Date	Remaining
Design	\$2,709,798.23	\$2,556,649.26	\$153,148.97
Construction Management	\$5,308,585.72	\$2,331,115.14	\$2,977,470.58
Equipment	\$252,906.00	\$250,793.50	\$2,112.50
Permits	\$324,776.76	\$62,498.74	\$262,278.02
Construction	\$53,910,737.00	\$21,029,576.55	\$32,881,160.45
Contingency	\$4,000,000.00	\$165,325.93	\$3,834,674.07
Total	\$66,506,803.71	\$26,395,959.12	\$40,110,844.59

Recommendation:

1. Approval of Change Order No. 11 for the Wastewater Treatment Plant Upgrade/Expansion in the Amount Not to Exceed \$81,128.29

City Manager Review: Todd Parton
City Manager

Attachments:

[Change Order No. 11](#)



City of Beaumont Wastewater Treatment Plant Salt Mitigation Upgrade Project Change Order No. 11

Nov 11, 2019

		Amount	Calendar Days	Comp. Date
Contractor:	W.M. Lyles Co.	Original Contract:	\$ 53,312,000.00	820 1/26/2021
Project Name:	Wastewater Treatment Plant Salt Mitigation Upgrade Project	Previous Approved Changes:	\$1,051,039.91	95 5/1/2021
Contract No.:	C18-80	This Change: Amount	\$81,128.29	0
CO Number:	11	Revised Contract:	\$54,444,168.20	915 5/1/2021
		Previous Phase 1 Completion Date		4/26/2020
		Revised Phase 1 Completion Date		4/26/2020

This change order covers changes to the subject contract as described herein. The Contractor shall supply all labor, equipment and materials to complete the Change Order items for the lump sum price agreed upon herein. All Change Order items must be submitted to the City for approval prior to fabrication.

Item No.	PCO No.	Description of Changes	Amount	Phase 1 Time Extension (CD*)	Phase 2 / Project Completion Time Extension (CD*)
1	18	DCM #12, CLAR-18, WML COP-023 Frontier Internet Provider Duct Bank Modifications	\$10,484.03	0	0
2	23	DCM #14, CLAR-21, WML COP-024R1 30-inch MBR Effluent Pipeline Elevation and Alignment Modifications	\$22,975.49	0	0
3	24	DCM #15, CLAR-22, WML COP-025 20-inch Plant Effluent Pipeline Elevation and Alignment Modifications	\$35,842.92	0	0
4	26	RFI-09, WML COP-027 Additional Safety Required Handrail at Retaining Wall and Generator	\$11,825.85	0	0
NET CHANGE IN CONTRACT AMOUNT – INCREASE (OR-DECREASE)			\$81,128.29	0	0

*Calendar Days

The amount of the Contract will be increased/decreased by the amount of Eighty-One Thousand One Hundred Twenty-Eight Dollars and twenty-nine cents (\$81,128.29). The Contract Time will be increased by zero (0) calendar days.

The Contractor agrees to furnish all labor, equipment and materials and to perform all other necessary work, inclusive of the directly or indirectly related work, within the approved time extension required to complete the above Change Order items. The undersigned Contractor approves the foregoing Change Order as to the changes, if any, in the Contract Price specified for each item including any and all supervision costs and other miscellaneous costs relating to the change in Work, and as to the extension of time allowed, if any, for the completion of the entire Work on account of said Change Order. The City and the Contractor hereby agree that this Change Order constitutes full mutual accord and satisfaction for all time, all costs, and all impacts related directly or indirectly to this Change Order. The Contractor hereby agrees that this Change Order represents the full equitable adjustment owed under the Contract, and further agrees on behalf of himself and all subcontractors to waive all right to file any further claims or request for equitable adjustment arising out of or as a result of this Change Order or the cumulative effect of this Change Order on the performance of the overall Work under the Contract. This document will become a supplement of the contract and all provisions will apply hereto. It is understood that the Change Order shall be effective when approved by the City.

Recommended: Charles Bond, Date: 11-11-2019
MWH Constructors, Senior Resident Engineer

Accepted: W.M. Lyles Co., Contractor, Date: 11/7/19

Approved: _____, Date: 11/8/2019
Albert A. Webb Associates, Program Manager

Approved: _____, Date: _____
City of Beaumont, City Manager



City of Beaumont

Water Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

Technical Justification:

PCO-18	
Design Adjustment: CLAR-18 WML COP-023	Frontier Internet Provider Duct Bank Modifications
<p>During the design and bidding phases of the project the selection of an internet service provider had not been determined. After the City's selection of Frontier Communication as the internet provider and to accommodate Frontier's design standards modifications to the bid documents are required.</p> <p><u>Design and Scope Changes:</u></p> <p>In the MBR Building electrical room, install an 8'H x 4'W x 5/8"D sheet of sheathing for the Frontier equipment. Relocate the fire extinguisher, thermostats and temperature transmitter south of the sheathing. Relocate the receptacle to the center of the sheathing.</p> <p>Install a 4" conduit below the building foundation, east wall of the electrical room and approximately 85 to 100-feet of new duct bank to HH-203A. The duct bank shall be concrete encased and shall have one horizontal stick of rebar.</p> <p>Conduit F0400 shall be modified by routing it to the existing Frontier manhole MH387A instead of the telephone pedestal as called out on SE-01 and on CE-09. Conduit F0400 shall be up sized to 4" from HH-203A, thru HH-205A and to the existing Frontier manhole MH387A.</p> <p>Conduit F0400 and one spare 4" conduit shall be installed in the west section of existing Frontier manhole MH387A. This will require two cores in the existing manhole. The spare 4" conduit shall extend out 5' to the west and be capped for future connection.</p> <p><u>Cost Impact:</u></p> <p>MWHC evaluated the extra cost proposal by the Contractor. The initial quote of \$12,505.86 has been negotiated down to \$10,484.03. MWHC recommends the contract cost increase of \$10,484.03 to be executed in a change order for the changes and additional scope.</p>	

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 023
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	From (Contractor): W.M. Lyles Co. Attention: Oscar Mendoza Phone: 619-565-6064 Email: omendoza@wmlylesco.com
PCO/DCM No.: DCM#12	
Subject: Frontier Internet Service	
Reference Documents: Clarification no. 18	
DESCRIPTION	
<p>To accommodate Frontier’s requirements for delivering Internet service to the MBR building, WM Lyles Co. requests the following change order. Change Order Includes:</p> <ul style="list-style-type: none"> • In the MBR Building electrical room, just south of the east doors, install an 8’H x 4’W x 5/8”D sheet of sheathing for the Frontier Internet Service. Relocate the fire extinguisher to the north side of the doors. Relocate the thermostats and temperature transmitter south of the sheathing. Relocate the receptacle to the center of the sheathing. • Install a 4” conduit from just underneath the sheathing out the building and to HH-203A in its own ductbank. The ductbank shall be concrete encased and shall have one horizontal stick of rebar. • Conduit F0400 shall be modified by routing it to the existing Frontier manhole MH387A instead of the telephone pedestal as called out on SE-01 and on CE-09. Conduit F0400 shall be upsized to 4” from HH-203A, thru HH-205A and to the existing Frontier manhole MH387A. • Conduit F0400 and one spare 4” conduit shall be installed in the west section of existing Frontier manhole MH387A. This will require two cores in the existing manhole. The spare 4” conduit shall extend out 5’ to the west and be capped for future connection. 	
COST ESTIMATE	
Total Cost \$10,484.03 – see attached breakdown	
SCHEDULE IMPACT	

None	
Received by MWH Constructors (Date):	
RESPONSE	
Response By:	Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 1-Oct-19

Reference #: Clarification No. 18

Attention: Charles W. Reynolds

JOB LOCATION: City of Beaumont WWTP Slat Mitigation Upgrade Project

DESCRIPTION: Frontier Internet Service

Item:	Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Frontier Internet Service	LS	24	\$ 1,963.61	\$ 461.16	\$ 729.00	\$ 6,431.80	\$ 9,585.57
Total Costs		24	\$ 1,963.61	\$ 461.16	\$ 729.00	\$ 6,431.80	\$ 9,585.57

Subtotal		\$ 9,585.57
Mark-up - Labor	15%	\$ 294.54
Mark-up - Equipment	15%	\$ 69.17
Mark-up - Materials	15%	\$ 109.35
Mark-up - Subcontractor	5%	\$ 321.59
Bond	1.0%	\$ 103.80
Total This Change Order		\$ 10,484.03

Comments:



Southern Contracting Company
 P.O. Box 445 San Marcos, CA 92079-0445
 Tel 760-744-0760 Fax 760-744-6475
 website: www.southerncontracting.com
 email: info@southerncontracting.com

Change Order Request

103801 — Wastewater Treatment Plant Salt Mitigation Upgrade

COR Subject: Frontier

To **Juan C. Ahumada**
 W.M. Lyles
 42142 Roick Drive
 Temecula, CA 92590
 951-973-7393

Contract No: 55.1173
COR Number: 103801-COR#014
COR Revision Number: 0
 COR Date: 9/24/2019
 Work Type: Price / Do Not Proceed
 RFI Reference No: CLAR18 DCM12
 Days Valid: 5

Return To **Dan Alcantar**
 Southern Contracting Company
 760-744-0760x621
 619-778-0681
 DAlcantar@southerncontracting.com

Scope Of Work / Time Extension Request

The work associated with DCM12 CLAR 18 to upsize the Frontier service conduit is a change to Southern Contracting Company's scope of work in which a change in Contract Price and Time is to be considered. Accordingly, Southern Contracting Company requests a Contract Change Order in the amount of \$6,431.80

Scope of Work is as follows:

- Install a 4" conduit from just underneath the sheathing in the MBR Electric Room out the building and to HH-203A in its own ductbank.
- Conduit F0400 shall be modified by routing it to the existing Frontier manhole MH387A instead of the telephone pedestal as called out on SE-01 and on CE-09. Conduit F0400 shall be upsized to 4" from HH-203A, thru HH-205A and to the existing Frontier manhole MH387A.
- Conduit F0400 and one spare 4" conduit shall be installed in the west section of existing Frontier manhole MH387A. This will require two cores in the existing manhole. The spare 4" conduit shall extend out 5' to the west and be capped for future connection.

Exclusions:

- MBR Building electrical room -provide and install an 8'H x 4'W x 5/8"D sheet of sheathing for the Frontier Internet Service.
- Relocation of the fire extinguisher to the north side of the doors.
- duct bank concrete encasement and one horizontal run of rebar.
- Digging, backfill, concrete formed or poured, dry packing, surface restoration, permits, inspections.

Change in time: NA

Southern Contracting reserves all rights to additional costs and time for changes not identified in the documents furnished, and is not responsible for additional costs or time for work which is not part of our contract scope of work, unless stipulated above. Should additional information or clarification be required, please

contact me at your convenience.

Summary

Total: \$6,431.80

Reservation of Rights

This COR does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By:



**Daniel Alcantar
PM**

Dated: 9/24/2019

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#014 DCM-12 CLAR-18 Frontier	\$3,012.39	100.00%	\$3,012.39	68.01	100.00%	68.01

Top Sheet

Raw Cost	\$8,359.14	Sales per Month	\$0.00
Tax	\$233.46	Return per Month	\$0.00
Raw Cost with Tax	\$8,592.60	Price per Square Foot	\$0.00
Overhead	\$1,231.84	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$1,231.84	Job Months	0.00
Total Return %	12.41%	Hours per Week	0.00
Price	\$9,824.44	Workers per Day	0.00
Bond	\$98.24	Total Hours	68.01
Sell Price	\$9,922.68	Mark Up Sales Tax	Yes
Adjusted Sell ()	\$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	\$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	10.00%	6.80	\$90.37	\$0.00	0.00%	\$614.65
Journeyman	50.00%	34.01	\$78.19	\$0.00	0.00%	\$2,659.05
Appr-85%	40.00%	27.21	\$68.10	\$0.00	0.00%	\$1,852.73
Totals	100.00%	68.01	\$75.37	\$0.00	0.00%	\$5,126.43

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	\$3,012.39	+ 15.00%	\$3,464.25	+ 0.00%	\$3,464.25	
Labor	\$5,126.43	+ 15.00%	\$5,895.39	+ 0.00%	\$5,895.39	
Supplier Quotes	\$0.00	+ 15.00%	\$0.00	+ 0.00%	\$0.00	

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

SubContractors	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$220.32	+	5.00%	\$231.34	+	0.00%	\$231.34
Equipment Rental	\$0.00	+	15.00%	\$0.00	+	0.00%	\$0.00
Totals	\$8,359.14		14.74%	\$9,590.98		0.00%	\$9,590.98

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	\$3,012.39	7.75%	\$233.46
Labor	\$5,126.43	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	\$233.46

Direct Job Expense

Name	Supplier	Tax (0.0 %)	Unit Cost	Multiplier	Amount
Site Truck		No	\$18.36	12.00	\$220.32
			Total:		\$220.32

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: COR#014 DCM-12 CLAR-18 Frontier

Material Filter: <None>
 Report: COR - 1

[Items and ByProducts]

Item #	Item Name	Quantity
Label Set: Combined, Combined, Combined, Combined, Combin-		
Cost Code: 010 - Conduit/Raceway		
2,732	4 GRC/PVC ELBOW LR	1.00
Cost Code: 110 - Underground		
3,195	4 PVC 40 (TRENCH)	785.00
3,432	4 PVC BELL END	3.00
15,380	4" PVC SPACER	157.00
Cost Code: Demo		
15,339	CORE DRILL -LARGE	2.00

[Items and ByProducts] Total:

Ext Price	Ext Labor
\$3,012.39	68.01
<u>\$691.43</u>	<u>4.00</u>
\$691.43	4.00
<u>\$2,122.96</u>	<u>63.21</u>
\$1,900.63	43.17
\$11.64	1.20
\$210.69	18.84
<u>\$198.00</u>	<u>0.80</u>
\$198.00	0.80
\$3,012.39	68.01

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

Job Name: 103801 Beaumont Chang Orders

Contractor:

Estimator: Dan Alcantar

Notes:

Bid Date:

Summary Description	Material			Labor		
	Extended	%	Adjusted	Extended	%	Adjusted
COR#014 DCM-12 CLAR-18 Deductions	(\$633.72)	100.00%	(\$633.72)	-37.24	100.00%	-37.24

Top Sheet

Raw Cost	(\$3,441.76)	Sales per Month	\$0.00
Tax	(\$49.11)	Return per Month	\$0.00
Raw Cost with Tax	(\$3,490.88)	Price per Square Foot	\$0.00
Overhead	\$0.00	Hours per Square Foot	0.00
Profit	\$0.00	Square Feet	0.00
Total Return Amount	\$0.00	Job Months	0.00
Total Return %	0.00%	Hours per Week	0.00
Price	(\$3,490.88)	Workers per Day	0.00
Bond	\$0.00	Total Hours	-37.24
Sell Price	(\$3,490.88)	Mark Up Sales Tax	No
Adjusted Sell ()	\$0.00	Use Bond Table	No
Adjusted Sell Return 0.00 %	\$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden		Labor Cost
				Rate	Percent	
General Foreman	10.00%	(3.72)	\$90.37	\$0.00	0.00%	(\$336.54)
Journeyman	50.00%	(18.62)	\$78.19	\$0.00	0.00%	(\$1,455.90)
Appr-85%	40.00%	(14.90)	\$68.18	\$0.00	0.00%	(\$1,015.61)
Totals	100.00%	(37.24)	\$75.40	\$0.00	0.00%	(\$2,808.05)

Mark Ups

	OVERHEAD			PROFIT		
	Total	%	Amount	%	Amount	
Materials	(\$633.72) +	0.00%	(\$633.72) +	0.00%	(\$633.72)	
Labor	(\$2,808.05) +	0.00%	(\$2,808.05) +	0.00%	(\$2,808.05)	
Supplier Quotes	\$0.00 +	0.00%	\$0.00 +	0.00%	\$0.00	

Bid Summary Report

103801 Beaumont Chang Orders Estimator: Dan Alcantar

Job #2336

SubContractors	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00
Direct Job Expense	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00
Equipment Rental	\$0.00	+	0.00%	\$0.00	+	0.00%	\$0.00
Totals	(\$3,441.76)		0.00%	(\$3,441.76)		0.00%	(\$3,441.76)

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	(\$633.72)	7.75%	(\$49.11)
Labor	(\$2,808.05)	0.00%	\$0.00
Supplier Quotes	\$0.00	0.00%	\$0.00
SubContractors	\$0.00	0.00%	\$0.00
Direct Job Expense	\$0.00	0.00%	\$0.00
Equipment Rental	\$0.00	0.00%	\$0.00
		Total Tax:	(\$49.11)

Job Name: 103801 Beaumont Chang Orders
 Job Number: 2336
 Extension Name: COR#014 DCM-12 CLAR-18 Deductions

Material Filter: <None>
 Report: Price 1 & SCC Bid Labor

[Items and ByProducts]

Item #	Item Name	Quantity
Label Set: Combined, Combined, Combined, Combined, Combin-		
Cost Code: 110 - Underground		
3,191	2 PVC 40 (TRENCH)	-700.00
3,220	2 PVC ELBOW	-1.00
15,378	2" PVC SPACER	-140.00
Cost Code: Demo		
15,337	CORE DRILL -SMALL	-1.00

Ext Price 1
(\$633.72)
<u>(\$534.72)</u>
(\$428.56)
(\$5.26)
(\$100.90)
(\$99.00)
(\$99.00)
(\$633.72)

SCC Lbr Ext	U	Cost Code
-37.24		
<u>-36.92</u>		
-25.20		c110
-0.52		c110
-11.20		c110
<u>-0.32</u>		
-0.32		c150
-37.24		

[Items and ByProducts] Total:

DCM # 12

Beaumont WWTP Expansion
 City of Beaumont WWTP Salt Mitigation Upgrade



Printed 08/23/2019, Page 1 of 2

Frontier Service Conduit Size Change and Duct Bank Modification

Submitted : 08/23/2019
Submitted To: Albert A. Webb
 Associates,Aqua
 Engineering,BEAU-Juan C.
 Ahumada,MWH
 Constructors,W.M. Lyles Co.
Revision Date:
Status: Pending
Priority: Medium

Created By: MWH Constructors, BEAU-Charles Reynolds
Created: 08/23/2019

Primary Billing Location:: Beaumont WWTP Expansion

Design Clarification:

To accommodate Frontier's requirements for delivering Internet service to the MBR building, the Contractor shall do the following:

- In the MBR Building electrical room, just south of the east doors, install an 8'H x 4'W x 5/8"D sheet of sheathing for the Frontier Internet Service. Relocate the fire extinguisher to the north side of the doors. Relocate the thermostats and temperature transmitter south of the sheathing. Relocate the receptacle to the center of the sheathing.
- Install a 4" conduit from just underneath the sheathing out the building and to HH-203A in its own ductbank. The ductbank shall be concrete encased and shall have one horizontal stick of rebar.
- Conduit F0400 shall be modified by routing it to the existing Frontier manhole MH387A instead of the telephone pedestal as called out on SE-01 and on CE-09. Conduit F0400 shall be upsized to 4" from HH-203A, thru HH-205A and to the existing Frontier manhole MH387A.
- Conduit F0400 and one spare 4" conduit shall be installed in the west section of existing Frontier manhole MH387A. This will require two cores in the existing manhole. The spare 4" conduit shall extend out 5' to the west and be capped for future connection.

Locations

City of Beaumont WWTP [WWTP] - General [Gen]



DCM # 12

Beaumont WWTP Expansion
 City of Beaumont WWTP Salt Mitigation Upgrade

Printed 08/23/2019, Page 2 of 2

References

Drawing WWTP Dwg SE-01 Electrical -Site - Overall Site Plan - Conformed.1	Frontier conduit size increase	Published
Specification WWTP Spec 260543 Underground Ducts and Raceways for Electrical S		Published

Files

CLAR-18 Frontier Service Conduit Size Change.pdf	684.40 KB
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SQUIRES LUMBER COMPANY, INC.
370 N. 9TH STREET
P. O. BOX 431
COLTON, CALIFORNIA 92324
PHONE: (909) 825-1882

Cust No	Job No	Purchase Order	Reference	Terms	Clerk	Date	Time
52223	52			NET 30 ADI	JUAN	10/ 1/19	11:44

Sold To:
W.M. LYLES CO.
P.O. BOX 4377

FRESNO CA 93744

Ship To:
55.1173 SALT MITIGATION PROJ
715 WEST 4TH STREET
WASTEWATER PLANT
BEAUMONT CA

EXP. DATE: 10/ 6/19 DOC# 428966/1
TERMS#572 *****
* ESTIMATE *

SLSPR: AT ALEX TRUJILLO
TAX : RC RIVERSIDE COUNTY EST. 428966

(559) 441-1900

(559) 441-1900

LN#	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1		1	PC	3448CDXFT	PLYWOOD, CDX 3/4" 4X8 FIRE TREAT	32	1745.00 /MS	55.84
					TOTAL Plywood/Wallboard:	32	SF	
REPRINT								
1%	CA LUMBER ASSESSM		55.84	.56				
	RIVERSIDE COUNTY		55.84	4.33				
** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **								
							TAXABLE	55.84
							NON-TAXABLE	0.00
							SUBTOTAL	55.84
							TAX AMOUNT	4.89
							TOTAL AMOUNT	60.73
TOT WT: .00								

X



30 - Hub Indio
 81735 Oleander Street
 Indio, CA 92201
 760-341-3318
 ronmelby@hubhasit.com

Quote 414071 OSCAR

Issue Date: 2019-09-30 Quote Expires Date: 2019-10-30 Job Code: 00264

Sold To
 ACCT#004328
 WM Lyles Co.
 PO Box 4377
 Fresno, CA 93744

Job
 Customer Will Pick Up
 00264
 Cvwrd Wrp10 Plant B & C

Sales Rep: Erik Santiago

Ln #	Quantity	Description	Unit Price	Total
1	5	590008 : #4X20Ft. Gr60 Rebar Domestic	7.1505 Each	\$35.75

** Prices are subject to change without notice. All orders are subject to availability of merchandise. **
 Steel prices are increasing daily. Please call to obtain today's current pricing.
 Sale is subject to credit approval, additional Terms and Conditions as stated at www.hubhasit.com.

Subtotal: \$35.75
 Tax: \$3.13
 Will Call - Shipping: \$0.00
 Total: \$38.88

⚠ WARNING: California Prop 65 Cancer and Reproductive Harm! <http://www.hubhasit.com/prop65>

Home / Paint / Paint Colors

PPG TIMELESS

1 gal. White Eggshell Interior Ready to Use One-Coat Paint with Primer

★★★★★ (102) [Write a Review](#)

Internet #305082798 Model # PPG83-300-01

Store SKU #1003221703

\$34⁹⁸

[Save](#)



Get the paint color right the first time around. Free delivery on 8oz. paint samples every day!



Colors may vary by screen type

Choose Your Options

We have recommended the top selling paint option for the color selected.

Select Paint Type

[Help me choose](#)

PPG TIMELESS

1 gal. White Eggshell Interior Ready to Use One-Co...

\$34⁹⁸

**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 18

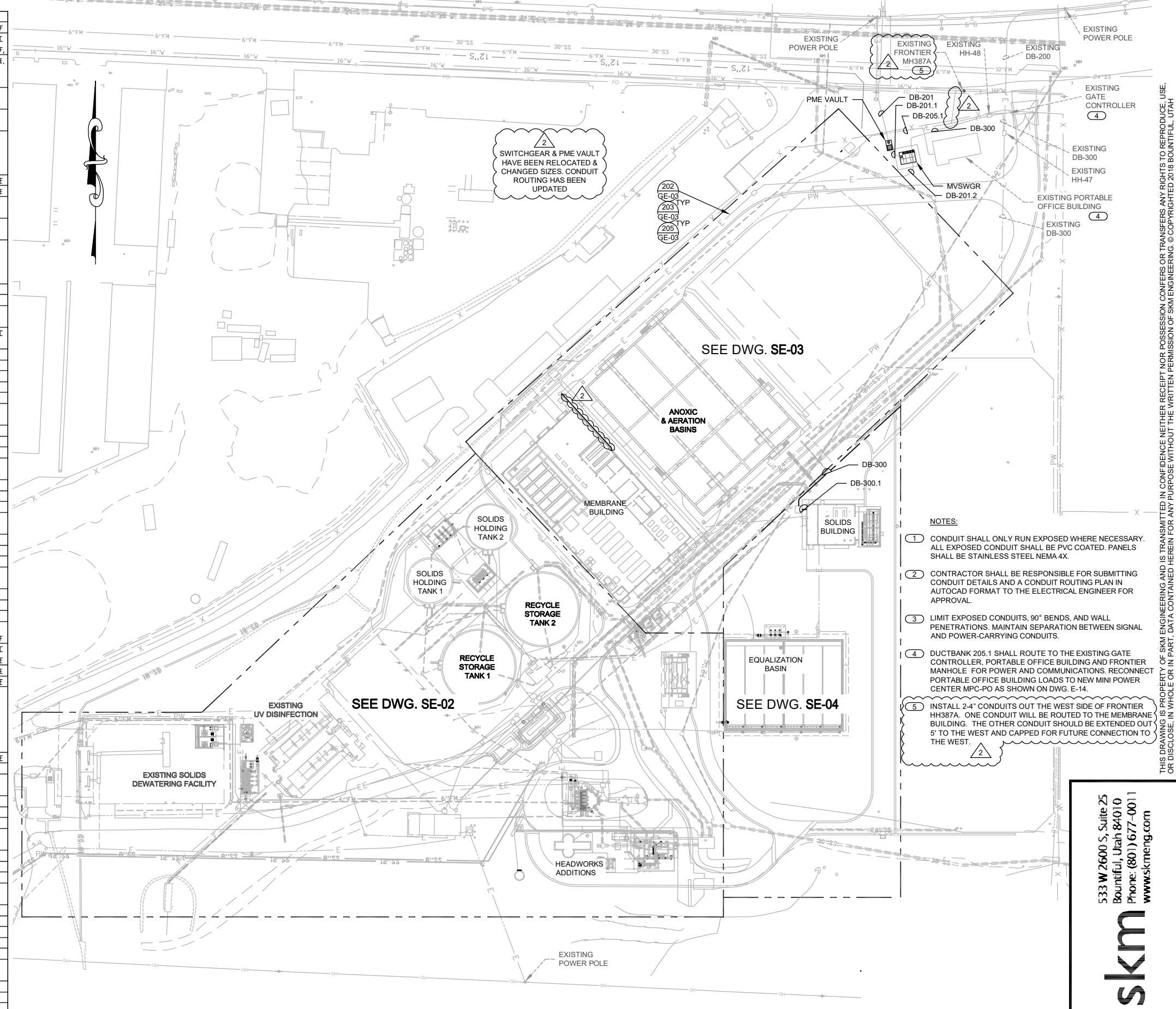
To (Construction Manager): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	
From (Engineer): SKM Engineering Attention: Mark Jeppsen Phone: 801-677-0011 Email: mark.jeppsen@skmeng.com	
Subject: Frontier Internet Service	Location: MBR Building, Yard
Reference Documents: Drawing Nos. SE-01, LE-13, CE-09	
CLARIFICATION	
Note the following: To accommodate Frontier’s requirements for delivering Internet service to the MBR building, the Contractor shall do the following:	
<ul style="list-style-type: none"> • In the MBR Building electrical room, just south of the east doors, install an 8’H x 4’W x 5/8”D sheet of sheathing for the Frontier Internet Service. Relocate the fire extinguisher to the north side of the doors. Relocate the thermostats and temperature transmitter south of the sheathing. Relocate the receptacle to the center of the sheathing. • Install a 4” conduit from just underneath the sheathing out the building and to HH-203A in its own ductbank. The ductbank shall be concrete encased and shall have one horizontal stick of rebar. • Conduit F0400 shall be modified by routing it to the existing Frontier manhole MH387A instead of the telephone pedestal as called out on SE-01 and on CE-09. Conduit F0400 shall be upsized to 4” from HH-203A, thru HH-205A and to the existing Frontier manhole MH387A. • Conduit F0400 and one spare 4” conduit shall be installed in the west section of existing Frontier manhole MH387A. This will require two cores in the existing manhole. The spare 4” conduit shall extend out 5’ to the west and be capped for future connection. 	
Prepared By (Name): Mark Jeppsen, SKM	Date: August 22, 2019
Distributed By:	Date:

I:\BEAUMONT\001073.D BEAUMONT WWTP UPGRADE\SKM CAD FILES\12 SE-01 OVERALL SITE PLAN.DWG

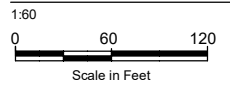
ITEM	SITE	LOCATION	TYPE	SERVES	NOTES
HH-1	4'x5'	EXISTING SWGR-HW	POWER	MAIN FEEDERS, HEADWORKS	CLEANOUT AND REUSE
HH-1A	2'x3'	EXISTING MCC HW	SIGNAL	HEADWORKS	CLEANOUT AND REUSE
HH-2	4'x5'	OLD HEADWORKS / WFT WELL	POWER	OLD HEADWORKS / WFT WELL	CLEANOUT AND REUSE, REPLACE LID AND HATCH
HH-2A	2'x3'	OLD HEADWORKS / WFT WELL	SIGNAL	OLD HEADWORKS / WFT WELL	CLEANOUT AND REUSE, REPLACE LID AND HATCH
HH-3	2'x3'	SC3 & 4 / RAS PUMPS	POWER	EXISTING BLOWERS	CLEANOUT AND ABANDON IN PLACE
HH-3A	2'x3'	SC3 & 4 / RAS PUMPS	SIGNAL	EXISTING BLOWERS	CLEANOUT AND ABANDON IN PLACE
HH-4	2'x3'	AB1 & 2 BLOWERS	POWER	AB1 & 2 BLOWERS	CLEANOUT AND ABANDON IN PLACE
HH-4A	2'x3'	AB1 & 2 BLOWERS	SIGNAL	AB1 & 2 BLOWERS	CLEANOUT AND ABANDON IN PLACE
HH-5	4'x5'	UV	POWER	UV, FILTERS	CLEANOUT AND REUSE
HH-5A	2'x3'	UV	SIGNAL	UV, FILTERS	CLEANOUT AND REUSE
HH-E	2.5'x4'	FILTERS	POWER	FILTERS	CLEANOUT AND ABANDON IN PLACE
HH-6A	2'x3'	FILTERS	SIGNAL	FILTERS	CLEANOUT AND ABANDON IN PLACE
HH-7	2.5'x4'	SC1 & 2	POWER	SC1 & SC2	CLEANOUT AND ABANDON IN PLACE
HH-7A	2'x3'	SC1 & 2	SIGNAL	SC1 & SC2	CLEANOUT AND ABANDON IN PLACE
HH-8	2'x3'	SOLIDS/UV	POWER	SOLIDS/UV	DEMO
HH-8A	2'x3'	SOLIDS/UV	SIGNAL	SOLIDS/UV	DEMO
HH-10A	2'x3'	EXISTING SWGR-HW	POWER	CENTRIFUGES, OFFICES	CLEANOUT AND ABANDON IN PLACE
HH-11A	2'x3'	OFFICES	POWER	OFFICES	CLEANOUT AND REUSE
HH-12	17'x30'	AB1 NE	POWER	AERATION BASIN 1	DEMO
HH-13	17'x30'	AB1 E	POWER	AERATION BASIN 1	DEMO
HH-14	17'x30'	AB1 SF	POWER	AERATION BASIN 1	DEMO
HH-14.1	2'x3'	AB1 & AB2 COMBINED	POWER	AERATION BASIN 1 & 2	DEMO
HH-15	17'x30'	AB2 SE	POWER	AERATION BASIN 2	DEMO
HH-16	17'x30'	AB2 E	POWER	AERATION BASIN 2	DEMO
HH-17	17'x30'	AB2 NE	POWER	AERATION BASIN 2	DEMO
HH-18	2'x3'	INFLUENT PUMP STATION	POWER	INFLUENT PUMPS	REPLACE WITH NFW
HH-19	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-20	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-21	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-22	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-23	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-24	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-25	17'x30'	AB3	POWER	AERATION BASIN 3	DEMO
HH-26	2'x3'	AB4	POWER	AERATION BASIN 4	DEMO
HH-27	17'x30'	AB4	POWER	AERATION BASIN 4	DEMO
HH-28	17'x30'	AB4	POWER	AERATION BASIN 4	DEMO
HH-29	17'x30'	AB4	POWER	AERATION BASIN 4	DEMO
HH-30	17'x30'	AB4	POWER	AERATION BASIN 4	DEMO
HH-31	17'x30'	AB4	POWER	AERATION BASIN 4	DEMO
HH-32	2'x3'	AB5	POWER	AERATION BASIN 5	DEMO
HH-33	17'x30'	AB5	POWER	AERATION BASIN 5	DEMO
HH-34	17'x30'	AB5	POWER	AERATION BASIN 5	DEMO
HH-35	17'x30'	AB5	POWER	AERATION BASIN 5	DEMO
HH-36	17'x30'	AB5	POWER	AERATION BASIN 5	DEMO
HH-37	17'x30'	AB5	POWER	AERATION BASIN 5	DEMO
HH-38	2'x3'	UV AREA	POWER	CENTRIFUGES, OFFICES	CLEANOUT AND REUSE
HH-38A	2'x3'	UV AREA	SIGNAL	CENTRIFUGES, OFFICES	CLEANOUT AND REUSE
HH-39	2'x3'	CENTRIFUGE AREA	POWER	CENTRIFUGES, OFFICES	CLEANOUT AND REUSE
HH-39A	2'x3'	CENTRIFUGE AREA	SIGNAL	CENTRIFUGES, OFFICES	CLEANOUT AND REUSE
HH-42	2'x3'	EXISTING FILTERS	SIGNAL	SECONDARY PUMPS	CLEANOUT AND REUSE
HH-43	2'x3'	SC3	POWER	SC SPLITTER STRUCTURE	ABANDON IN PLACE
HH-45	4'x5'	EXISTING SWGR HW	POWER	EXISTING BLOWERS	CLEANOUT AND ABANDON IN PLACE
HH-46	2'x3'	ABS	POWER	SC3 & 4	ABANDON IN PLACE
HH-50	4'x5'	HEADWORKS	POWER	EXISTING	CLEANOUT AND REUSE
HH-50A	2'x3'	HEADWORKS	SIGNAL	NEW	CLEANOUT AND REUSE
HH-100	4'x6'	MEMBRANE BUILDING	POWER	NFW	NEW
HH-101	4'x5'	HEADWORKS ELECTRICAL BLDG	POWER	NFW	NEW
HH-101A	4'x5'	HEADWORKS ELECTRICAL BLDG	SIGNAL	NFW	NEW
HH-102	4'x5'	HEADWORKS ELECTRICAL BLDG	POWER	NFW	NEW
HH-102A	2.5'x4'	HEADWORKS ELECTRICAL BLDG	SIGNAL	NFW	NEW
HH-103	4'x5'	HEADWORKS ELECTRICAL BLDG	POWER	NFW	NEW
HH-103A	2.5'x4'	HEADWORKS ELECTRICAL BLDG	SIGNAL	NFW	NEW
HH-104	2'x3'	GRIT TRAPS	POWER	NFW	NEW
HH-105	2.5'x4'	FINE SCREENS	POWER	NFW	NEW
HH-105A	2'x3'	FINE SCREENS	SIGNAL	NFW	NEW
HH-107	2'x3'	MEMBRANE BUILDING	SIGNAL	NFW	NEW
HH-108	2'x3'	RECYCLED WATER PUMP STATION	POWER	NFW	NEW
HH-108A	2'x3'	RECYCLED WATER PUMP STATION	SIGNAL	NFW	NEW
HH-201	4'x6'	AERATION BASIN	POWER	NEW	NEW
HH-202	4'x5'	MEMBRANE BUILDING	POWER	NEW	NEW
HH-202A	2.5'x4'	MEMBRANE BUILDING	SIGNAL	NEW	NEW
HH-203	4'x5'	MEMBRANE BUILDING	POWER	NFW	NEW
HH-203A	2.5'x4'	MEMBRANE BUILDING	SIGNAL	NFW	NEW
HH-204	2'x3'	AERATION BASIN	POWER	NEW	NEW
HH-204A	2'x3'	AERATION BASIN	SIGNAL	NEW	NEW
HH-205	2'x3'	BRINE METERING	POWER	NEW	NEW
HH-205A	2'x3'	BRINE METERING	SIGNAL	NEW	NEW
HH-301	2.5'x4'	SOLIDS HANDLING	POWER	NEW	NEW
HH-301A	2'x3'	SOLIDS HANDLING	SIGNAL	NEW	NEW
HH-303	2'x3'	EQ BASIN	POWER	NEW	NEW
HH-303A	2'x3'	EQ BASIN	SIGNAL	NEW	NEW

HANDHOLE SCHEDULE

HANDHOLE HH-106 & HH-106A HAVE BEEN RENAMED TO HH-303 & HH-303A RESPECTIVELY. THESE HANDHOLES HAVE BEEN RELOCATED. SEE DWG. SE-04 FOR NEW LOCATION



OVERALL SITE PLAN



- NOTES:**
- CONDUIT SHALL ONLY RUN EXPOSED WHERE NECESSARY. ALL EXPOSED CONDUIT SHALL BE PVC COATED. PANELS SHALL BE STAINLESS STEEL NEMA 4X.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING CONDUIT DETAILS AND A CONDUIT ROUTING PLAN IN AUTOCAD FORMAT TO THE ELECTRICAL ENGINEER FOR APPROVAL.
 - LIMIT EXPOSED CONDUITS, 90° BENDS, AND WALL PENETRATIONS. MAINTAIN SEPARATION BETWEEN SIGNAL AND POWER-CARRYING CONDUITS.
 - DUCTBANK 205.1 SHALL ROUTE TO THE EXISTING GATE CONTROLLER, PORTABLE OFFICE BUILDING AND FRONTIER MANHOLE FOR POWER AND COMMUNICATIONS. RECONNECT PORTABLE OFFICE BUILDING LOADS TO NEW MINI POWER CENTER MPC-PO AS SHOWN ON DWG. E-14.
 - INSTALL 2-4" CONDUITS OUT THE WEST SIDE OF FRONTIER MH387A. ONE CONDUIT WILL BE ROUTED TO THE MEMBRANE BUILDING. THE OTHER CONDUIT SHOULD BE EXTENDED OUT 5' TO THE WEST AND CAPPED FOR FUTURE CONNECTION TO THE WEST.

NO.	DATE	DESIGN	DRAWN	CHECKED
C	09/05/18	MPJ	DCL	MPJ
1	12/19/18	MPJ	MGJ	MPJ
2	08/15/19	MPJ	DCL	MPJ

CITY OF BEAUMONT
SALT MITIGATION WWTP UPGRADE
ELECTRICAL - SITE
OVERALL SITE PLAN

AQUA ENGINEERING
 593 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
 PHONE (801) 288-1327 FAX (801) 298-0153

533 W 2600 S, Suite 25
 Bountiful, Utah 84010
 Phone: (801) 677-0011
 www.skmeng.com

skm
 DRAWING IS TO SCALE
 IF BAR MEASURES:
 1" = FULL SCALE
 1/2" = HALF SCALE

ALBERT A. WEBB CIVIL ENGINEERS
 3788 MCCRAY STREET
 RIVERSIDE, CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256

ASSOCIATES ENGINEERING CONSULTANTS

Agenda Item No. 20.
 SHEET 90 OF 100
SE-0

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City of Beaumont

Water Treatment Plant Salt Mitigation Upgrade Project

Technical Justification:

Technical Justification:

PCO-23	
Design Adjustment: RFI-91 WML COP-024r1	30-inch MBR Effluent Pipeline Elevation and Alignment Modifications
<p>When the Contractor potholed at the tie-in point for the 30" MBR\RO effluent piping to the existing UV structure influent piping the existing piping was found to be approximately 3.5-feet higher in elevation than what was shown on the contract drawings. Also, an existing and active 3 to 4-foot wide electrical duct bank was found to be above the existing piping and parallel to the new proposed piping system.</p> <p><u>Design and Scope Changes:</u></p> <p>The alignment of the 30" pipeline should be shifted to the northeast by approximately 5 feet to avoid the duct bank running parallel to the pipe. Furthermore, two 45 bends should be added and rolled to make up for the vertical and horizontal offsets from the tie-in point. See the attached sketch for additional details.</p> <p><u>Cost Impact:</u></p> <p>MWHC evaluated the extra cost proposal by the Contractor. The labor and duration for the installation of the new fittings and piping were reduced through negotiations with the contractor. Discovered during the review process were two necessary 30-inch restraint fitting kits missing from the first quote. The initial quote of \$19,479.56 has been adjusted to \$22,975.49. MWHC recommends the contract cost increase of \$22,975.49 to be executed in a change order for the alignment changes and additional materials.</p>	

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 024 r1
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	From (Contractor): W.M. Lyles Co. Attention: Juan C. Ahumada Phone: 951-972-2056 Email: jahumada@wmlylesco.com
PCO/DCM No.: DCM no.14	
Subject: 30" MBR Effluent Line Changes	
Reference Documents: Clarification no. 21	
DESCRIPTION	
<p>Please review the attached change order proposal associated with the piping changes indicated in clarification no. 21. Below is a summary of these changes.</p> <p>Installation of additional 30" restrained mechanical joint ductile iron 90s to adjust to the exiting tie-in elevation which is higher than what is shown on the contract drawings. This existing line is also located beneath a duct bank which was not reflected on the drawings. Additional detailed excavation and slurry backfill is required underneath this duct bank.</p> <p>This proposal is valid for 30 days.</p>	
COST ESTIMATE	
Total Cost \$ 22,975.49, see attached breakdown.	
SCHEDULE IMPACT	
None	
Received by MWH Constructors (Date):	

RESPONSE	
Response By:	Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 2-Oct-19

Reference #: Clarification No. 21

Attention: Charles W. Reynolds

JOB LOCATION: City of Beaumont WWTP Slat Mitigation Upgrade Project

DESCRIPTION: 30" MBR Effluent Line Changes

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	30" MBR Effluent Line Changes	LS	56	\$ 4,543.21	\$ 1,753.37	\$ 13,484.30	\$ -	\$ 19,780.88
Total Costs			56	\$ 4,543.21	\$ 1,753.37	\$ 13,484.30	\$ -	\$ 19,780.88

Subtotal	\$	19,780.88
Mark-up - Labor	\$	681.48
Mark-up - Equipment	\$	263.01
Mark-up - Materials	\$	2,022.65
Mark-up - Subcontractor	\$	-
Bond	\$	227.48
Total This Change Order	\$	22,975.49

Comments:

Inplant Sales, LLC
 P.O. Box 520
 Westminster, CA 92684

QUOTATION

Quote Number: 1992
 Quote Date: Sep 23, 2019
 Page: 1

Voice: (714) 372-3151
 Fax: (714) 372-3177

Quoted To:
W.M. LYLES CO. P.O. BOX 4377 FRESNO, CA 93744-4377

Customer ID	Good Thru	Payment Terms	Sales Rep
WMLYLES	10/23/19	Net 30 Days	MEL

Quantity	Item	Description	Unit Price	Amount
2.00		30" C153 MJ 90 DEG ELBOW CML/ BURIED PAINT SYSTEM	2,266.00	4,532.00
2.00 4.00		30" MJ RESTRAINT W/STARBOND & 316SST BOLTING	1,663.00	3,326.00 6,652.00
2.00		20" C153 MJ 90 DEG ELBOW CML/BURIED PAINT SYSTEM	723.00	1,446.00
2.00		20" MJ RESTRAINT W/STARBOND & 316SST BOLTING	361.00	722.00
		FRT APPROX 425.00		

Subtotal	11,184.00	10,034.00
Sales Tax	866.76	777.04
TOTAL	12,050.76	10,811.04

CONTRACTOR'S REQUEST FOR INFORMATION (RFI) # 091

To (Engineer): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Contractor): W.M. Lyles Co. Attention: Allen Hickernell Phone: 661-900-3255 Email: ahickernell@wmlylesco.com	
Subject: MBR/RO Effluent Tie-in Elevation	
Reference: Construction Drawing: C-27	Specification (Section and Page):
REQUEST	
Information is requested as follows:	
<p>The profile for the MBR/RO effluent on drawing C-27 shows the elevation of the connection to the existing pipe at STA. 4+64.13 at 2532.17'. We potholed this pipe tie-in location and discovered that the existing 24" pipe is at an invert elevation of 2535.35'.</p> <p>Currently we have the pipe installed up to STA 3+14.88 at an invert elevation of 2533.17' per the updated profile in RFC-17.</p> <p>Please provide clarification on how to address this elevation difference.</p>	
Information Requested By (Name): W.M. Lyles Co.	Date: 8/28/19
Response Requested By (Date): 9/4/19	
Received by CM (Date):	
RESPONSE	
Response to Information Request:	
<p>The pipe will require additional fittings to avoid conflicts with existing ductbanks and to connect to the existing piping. A clarification will be issued detailing these additions.</p>	
Response By (Name): D. Stephens, AQUA Engineering	Date: 9/18/19

Final Distribution:

**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 21

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): AQUA/SKM Engineering Attention: Dallin Stephesn Phone: 801-299-1327 Email: dallin.stephens@aquaeng.com	
Subject: MBR Effluent Pipe Adjustments at UV	Location: Yard Piping
Reference Documents: RFI 91, C-19	
CLARIFICATION	
<p>Note the following:</p> <p>RFI #91 indicated that the tie-in elevation of the MBR effluent pipe at the UV structure varied from what was shown on the contract drawings. That RFI also identified ductbanks that were in conflict with the alignment of the pipe. These conflicts were identified by the contractor on-site and varied from what was shown in the existing as-built drawings. This clarification addresses changes needed to reconcile the differences.</p> <p>The alignment of the 30" pipeline should be shifted to the northeast by approximately 5 feet to avoid the ductbank running parallel to the pipe. Furthermore, two 45 bends should be added and rolled to make up for the vertical and horizontal offsets from the tie-in point. See the attached sketch for additional details.</p>	
Prepared By (Name): Dallin Stephens, AQUA Engineering	Date: 9/18/19
Distributed By:	Date:

30" MBR EFFLUENT @ UV PIPING TIE-IN AS-BUILT

New 30" MBR Effluent

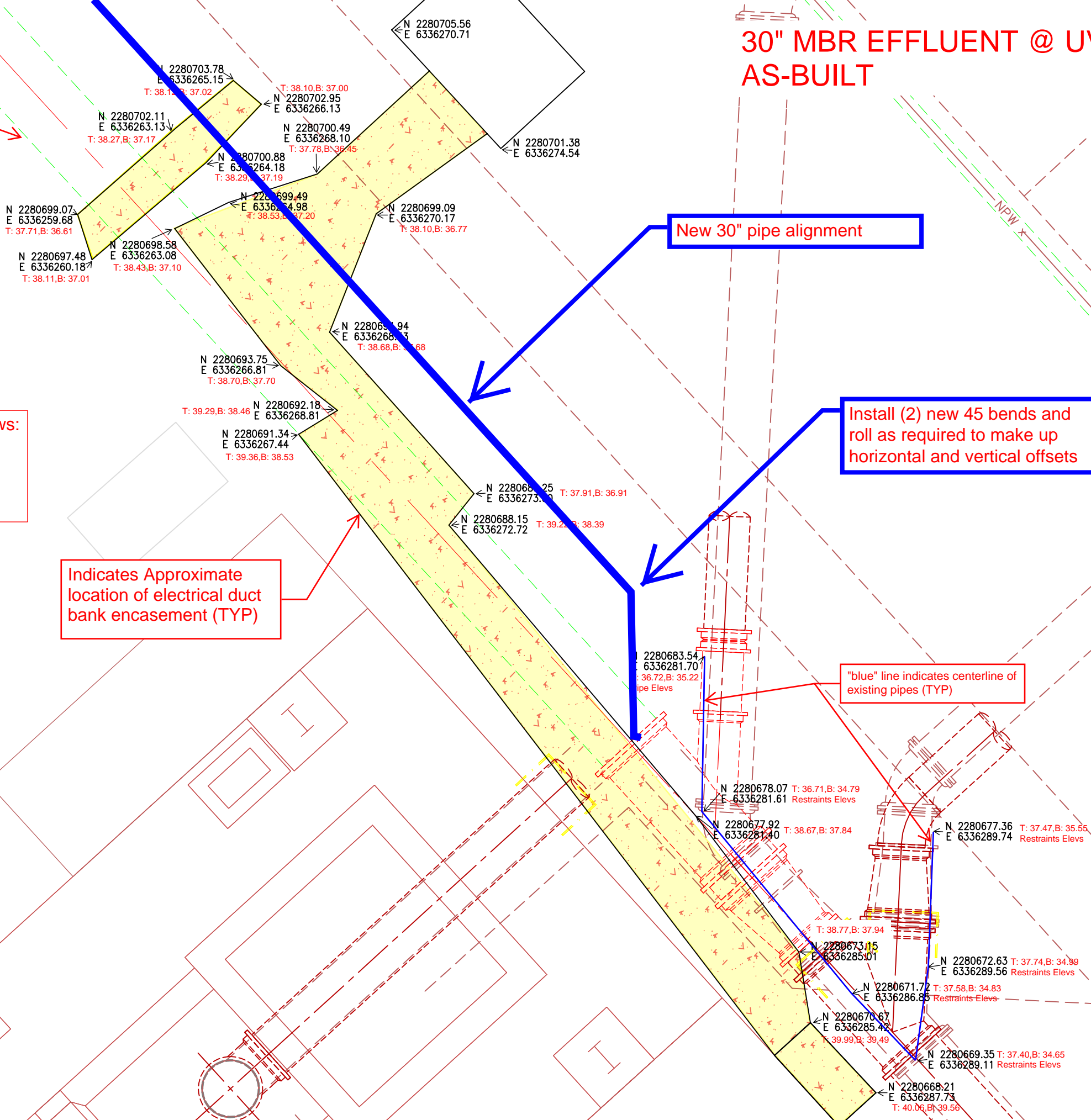
New 30" pipe alignment

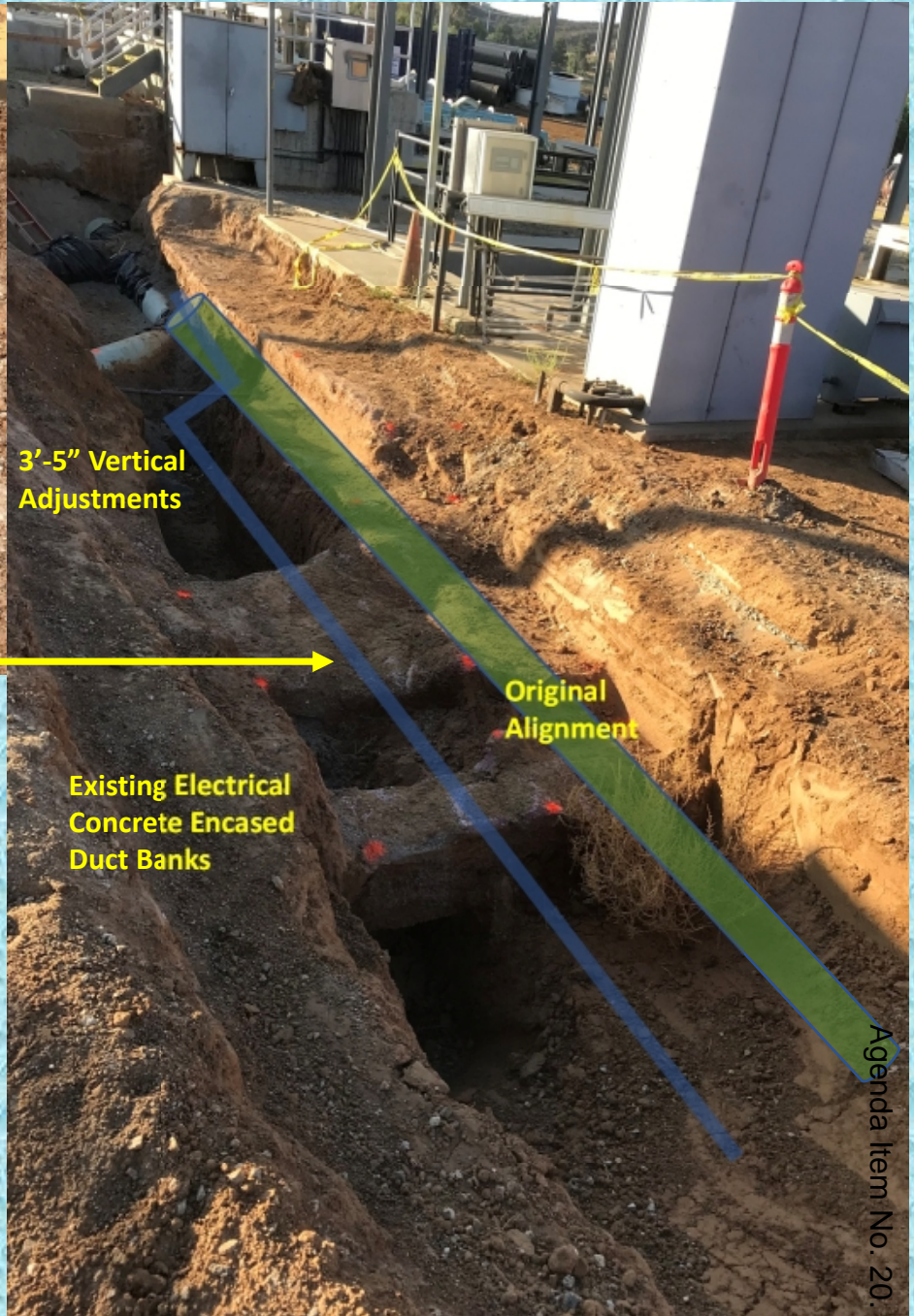
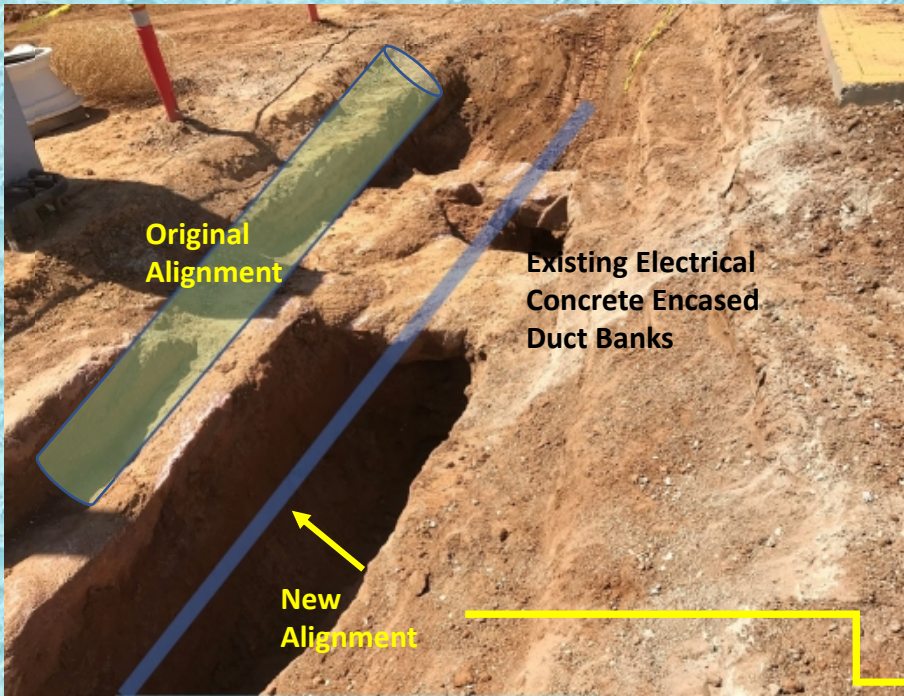
Install (2) new 45 bends and roll as required to make up horizontal and vertical offsets

Elevations are provided as follows:
EL: 25XX.XX
T denotes Top
B denotes Bottom

Indicates Approximate location of electrical duct bank encasement (TYP)

"blue" line indicates centerline of existing pipes (TYP)





PCO-23
30" MBR\RO Effluent Pipeline
Elevation & Horizontal Alignment
Modifications

Reference:
 C.O.-11
 RFI-91
 WML COP-024



**City of Beaumont
Wastewater Treatment Plant Salt Mitigation Upgrade
Project**

Technical Justification:

Technical Justification:

PCO-24	
Design Adjustment: CLAR-22 / RFI-84 WML COP-025	20-inch Plant Effluent Pipeline Elevation and Alignment Modifications

When the Contractor potholed at the tie-in point for the new 20" Reuse Pump Station Effluent piping to the existing 20" Plant Effluent piping the existing piping was found to be approximately 4.0-feet higher in elevation than what was shown on the contract drawings. Also, the existing piping system sloped down 45-degrees starting at the proposed tie-in location. As a result, significant effort was made to determine the exact location of the effluent pipe downstream of the uncovered existing fitting. Additional potholing was performed by City Staff along with additional potholing by the Contractor. A CCTV investigation (report attached) was able to identify the horizontal alignment of the line but the vertical alignment is still not identified.

Design and Scope Changes:

The Contractor shall install an additional 25-feet of 20"-C905 PVC piping, excavate below existing duct banks and an unidentified 12" drain line along with being further into existing pavement as shown in the attached, modified drawing C-19. Due to the unknown vertical alignment of the existing pipe, the exact location of the new connection point is unknown, and the contractor will need to determine the connection location based on additional exploration. The new effluent line alignment will require additional fittings, accessories and require a deeper excavation 4 to 5-feet deeper, a total depth of 14-feet with a minimum slope of 2% maintained until the new line connects to the existing pipeline. Contractor shall support the existing electrical duct bank above the piping tie-in location and provide additional trench shoring as needed.

Cost Impact:

The contractor's initial quote of \$46,514.88 was revised to \$51,585.28 due to an additional fitting and accessories required for proper alignment and offsets at the connection location. MWHC evaluated the extra cost proposal by the Contractor. The labor and duration for the installation of the new fittings and piping below the duct bank were reduced during negotiations. MWHC recommends a contract cost increase of \$35,842.92 to be executed in a change order for the alignment changes and additional materials.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 025
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	From (Contractor): W.M. Lyles Co. Attention: Juan C. Ahumada Phone: 951-972-2056 Email: jahumada@wmlylesco.com
PCO/DCM No.: DCM no.15	
Subject: 20" Plant Effluent Line Changes	
Reference Documents: Clarification no. 22	
DESCRIPTION	
<p>Please review the attached change order proposal associated with the piping changes indicated in clarification no. 21. Below is a summary of these changes.</p> <p>Installation of additional 20" restrained mechanical joint ductile iron 45s, pipe, excavation, shoring, backfill, utility protection and paving to adjust to the existing pipe tie-in location.</p> <p>T&M costs for potholing performed on 6/24 & 6/25/19 are also included in this proposal.</p> <p>This proposal is valid for 30 days.</p>	
COST ESTIMATE	
Total Cost \$ 35,842.92, see attached breakdown.	
SCHEDULE IMPACT	
None	
Received by MWH Constructors (Date):	

RESPONSE	
Response By:	Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 2-Oct-19

Reference #: Clarification No. 21

Attention: Charles W. Reynolds

JOB LOCATION: City of Beaumont WWTP Slat Mitigation Upgrade Project

DESCRIPTION: 20" Plant Effluent Line Changes

Item:		Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1	T&M Work Performed	LS	8	\$ 675.52	\$ 225.05	\$ -	\$ -	\$ 900.57
2	20" Plant Effluent Line Changes	LS	160	\$ 12,980.59	\$ 7,769.97	\$ 7,016.73	\$ 2,400.00	\$ 30,167.29
		LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs			168	\$ 13,656.11	\$ 7,995.02	\$ 7,016.73	\$ 2,400.00	\$ 31,067.86

Subtotal		\$	31,067.86
Mark-up - Labor	15%	\$	2,048.42
Mark-up - Equipment	15%	\$	1,199.25
Mark-up - Materials	15%	\$	1,052.51
Mark-up - Subcontractor	5%	\$	120.00
Bond	1.0%	\$	354.88
Total This Change Order		\$	35,842.92

Comments:

W.M. Lyles Co.
 PO Box 4377
 Fresno, CA 93744

TIME & MATERIAL SHEET



Project Name Salt mitigation WWTP Upgrade Project No. 55.1173
 Phase Code 99.010.0850 Date 6/25/19

DESCRIPTION OF WORK	
Backfill Pot Hole 20" Effluent line at RWPS	

LABOR					
NAME	CLASS	ST	OT	DT	SHIFT
Alex Ruvalcaba	Lab	1.5			
Richard Grosser	Oper	1.5			

EQUIPMENT				
DESCRIPTION	EQUIP. NO.	QTY	HRS	SHIFT
J. D. Backhoe 410	30.061		1.5	

MATERIAL		
DESCRIPTION	QTY	UM

I CERTIFY THAT I HAVE THE AUTHORITY TO AUTHORIZE THE WORK PERFORMED UNDER THIS FIELD WORK ORDER

Verification of Resources only
 CUSTOMER
 Signature [Signature]
 Print Name MWHC
 Title INSPECTOR Date 6-25-19

W.M. Lyles Co.
 Signature [Signature]
 Print Name ROBERT BERK
 Title SWR Date 6/25/19

W.M. Lyles Co.
 PO Box 4377
 Fresno, CA 93744

TIME & MATERIAL SHEET



Project Name SALT MITIGATION WWTP UPGRADE Project No. 55.1173
 Phase Code 99.010.0050 Date 6/24/19

DESCRIPTION OF WORK
POT HOLE 20" EFFLUENT LINE AT RWPS

LABOR					
NAME	CLASS	ST	OT	DT	SHIFT
ALEX RUIVALCABA	LAB	2			
RICHARD GROSSER	OPER.	2			
PEDRO RUIZ	LAB	1			

EQUIPMENT				
DESCRIPTION	EQUIP. NO.	QTY	HRS	SHIFT
J.D. BACK HOE 410	30.051		2	

MATERIAL		
DESCRIPTION	QTY	DM

I CERTIFY THAT I HAVE THE AUTHORITY TO AUTHORIZE THE WORK PERFORMED UNDER THIS FIELD WORK ORDER

Verification of Resources only
 CUSTOMER
 Signature [Signature]
 Print Name MWHC
 Title INSPECTION Date 6/24/19

W.M. Lyles Co.
 Signature [Signature]
 Print Name ROBERT BELLI
 Title SUP. Date 6/24/19

Inplant Sales, LLC

P.O. Box 520
Westminster, CA 92684

QUOTATION

Quote Number: 1992
Quote Date: Sep 23, 2019
Page: 1

Voice: (714) 372-3151
Fax: (714) 372-3177

Quoted To:
W.M. LYLES CO. P.O. BOX 4377 FRESNO, CA 93744-4377

Customer ID	Good Thru	Payment Terms	Sales Rep
WMLYLES	10/23/19	Net 30 Days	MEL

Quantity	Item	Description	Unit Price	Amount
2.00		20" C153 MJ 90 DEG ELBOW CML/ BURIED PAINT SYSTEM	2,266.00	4,532.00
2.00		30" MJ RESTRAINT W/S'ARBOND & 316SST BOLTING	1,762.00	3,524.00
2.00		20" C153 MJ 45 DEG ELBOW CML/BURIED PAINT SYSTEM	723.00	1,446.00
2.00		20" MJ RESTRAINT W/S'ARBOND & 316SST BOLTING ERT APPROX 125.00	365.00	730.00

Subtotal	10,034.00
Sales Tax	777.64
TOTAL	10,811.64

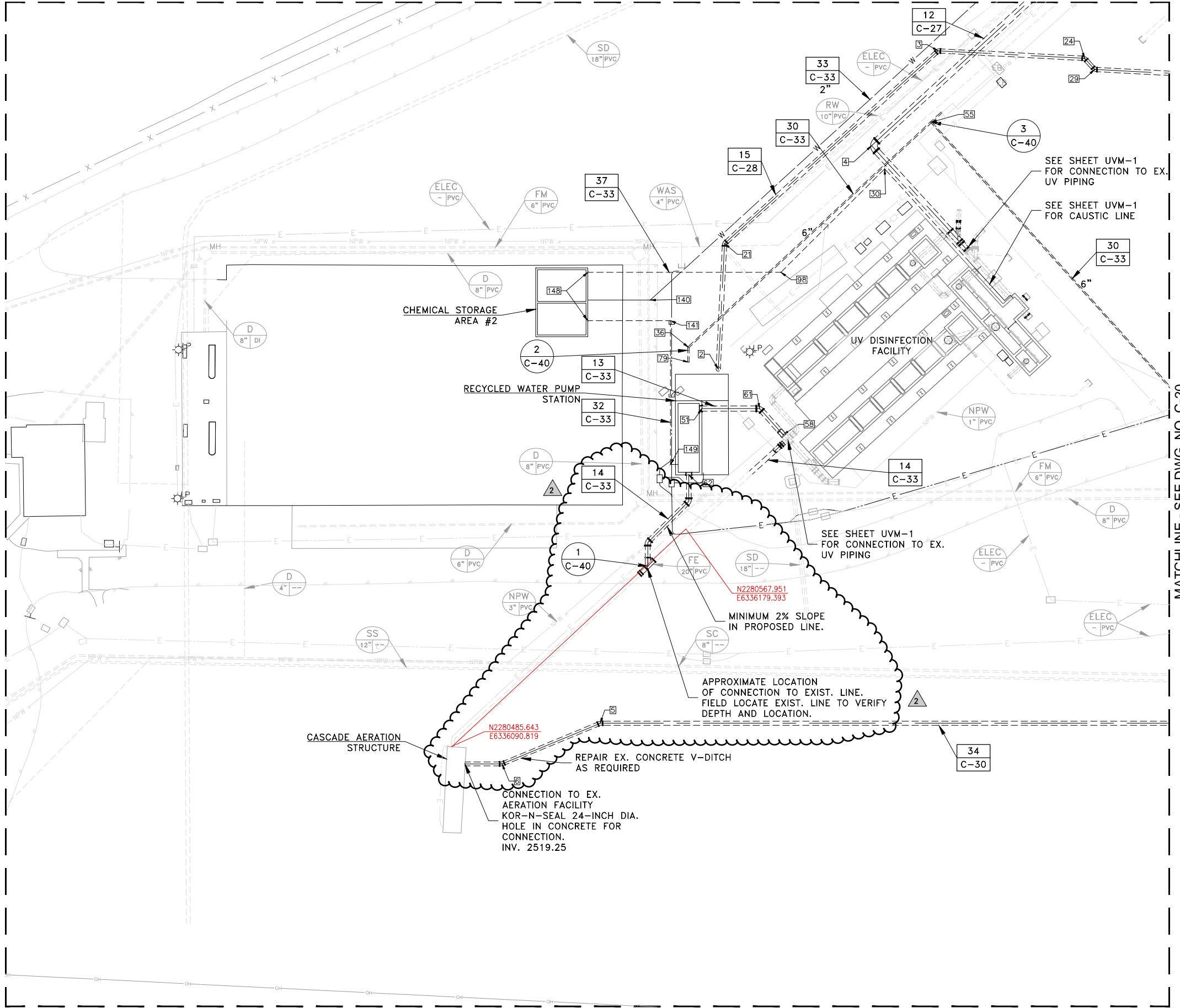
**CITY OF BEAUMONT WASTE WATER TREATMENT PLANT
SALT MITIGATION UPGRADE PROJECT**

CLARIFICATION 22

To (Construction Manager): Stantec Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@stantec.com	
From (Engineer): AQUA/SKM Engineering Attention: Boris Petkovic, Phone: 801-683-3744 Email: boris.petkovic@aquang.com	
Subject: Plant Effluent Line Alignment Modifications	Location: Plant Effluent
Reference Documents: C-19 and CCTV Report	
CLARIFICATION	
Note the following: Information presented in RFI #84 indicated that the 20” effluent pipe connection shown on drawing C-19 and detail 1/C-40 cannot be completed as shown. The elevation of the existing 20” effluent line downstream of the parshall flume structure was found to be at an invert elevation of 2533.04 +/- which is approximately 4 feet higher than the invert elevation indicated on point no. 66 of the coordinate table of drawing C-19. As a result, significant effort was made to determine the exact location of the effluent pipe downstream of the uncovered fitting. The CCTV investigation (report attached) was able to identify the horizontal alignment of the line but the vertical alignment is still not identified. Consequently, the Contractor will need to install a new section of effluent pipe as shown in the attached, modified drawing C-19. Due to the unknown vertical alignment of the existing pipe, the exact location of the new connection location cannot be identified, and the contractor will need to determine this based on field conditions/exploration. The new effluent line alignment will require two additional fittings and a minimum slope of 2% must be maintained until the new line connects to the existing pipe.	
Prepared By (Name): Boris Petkovic AQUA Engineering	Date: September 11, 2019
Distributed By:	Date:

G:\2017\17-0177\Drawings\Plan Sheets\17-0177-C-YP.dwg

MATCHLINE - SEE DWG. NO. C-22

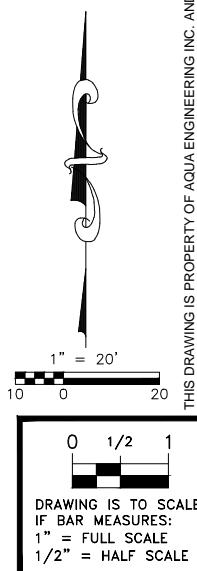
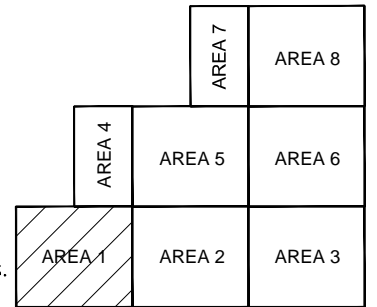


MATCHLINE - SEE DWG. NO. C-20

COORDINATE TABLE

Point No.	N	E	Inv. Elev.	Fitting	Size
2	2280628.34	6336191.61	2533.50	90° BEND	18"
3	2280748.54	6336274.62	2533.50	45° BEND	18"
4	2280712.74	6336249.54	2532.75	90° BEND	36"
5	2280494.51	6336147.05	2520.00	22.5° BEND	18"
6	2280479.15	6336109.97	2519.35	22.5° BEND	18"
21	2280675.76	6336194.02	2533.50	45° BEND	18"
24	2280745.72	6336329.97	2535.00	45° BEND	18"
29	2280741.52	6336333.76	2535.00	45° BEND	18"
30	2280703.96	6336254.47	2536.50	90° BEND	2-3"
36	2280636.57	6336180.35	2536.00	45° BEND	6"
51	2280613.38	6336185.45	2532.25	-	24"
55	2280721.63	6336272.04	2538.50	TEE	6"
58	2280603.50	6336216.14	2533.00	-	24"
61	2280613.38	6336207.21	2532.70	45° BEND	24"
62	2280588.37	6336180.50	2529.50	-	20"
66	0.00	0.00	0.00	W/E	20"
79	2280670.95	6336180.35	2536.00	90° BEND	6"
98	2280664.88	6336215.27	2536.25	45° BEND	3"
140	2280654.38	6336165.94	2536.50	45° BEND	2"
141	2280646.58	6336173.59	2536.25	90° BEND	3"
148	2280664.88	6336142.37	2536.00	90° BEND	3"
149	2280592.30	6336173.59	2536.50	90° BEND	3"

- NOTES:
- SEE SHEET C-33 FOR YARD PIPING AND MANHOLE SCHEDULES.
 - CONTRACTOR TO FIELD VERIFY CROSSINGS AND CONNECTION POINTS.



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NO.	DATE	DESIGN	DRAWN	CHECKED	REVISIONS		
					SLB	SLB	BRK
C	9/5/18						
1	8/14/19						
2	9/6/19						

CITY OF BEAUMONT
 SALT MITIGATION WWTP UPGRADE
 CIVIL
 AREA 1 YARD PIPING PLAN



ALBERT A. WEBB
 CIVIL ENGINEERS
 3788 McCRAY STREET
 RIVERSIDE, CA 92506
 PH. (951) 686-1070
 FAX (951) 788-1256

Agenda
 ENGINEERING CONSULTANTS

SHEET
C-19
 Item No. 20



Houston & Harris PCS, Inc.
 21831 Barton Rd.
 Grand Terrace, CA 92313
 Tel: 909-422-8990
 Fax: 909-422-0841
 info@houstonandharris.com

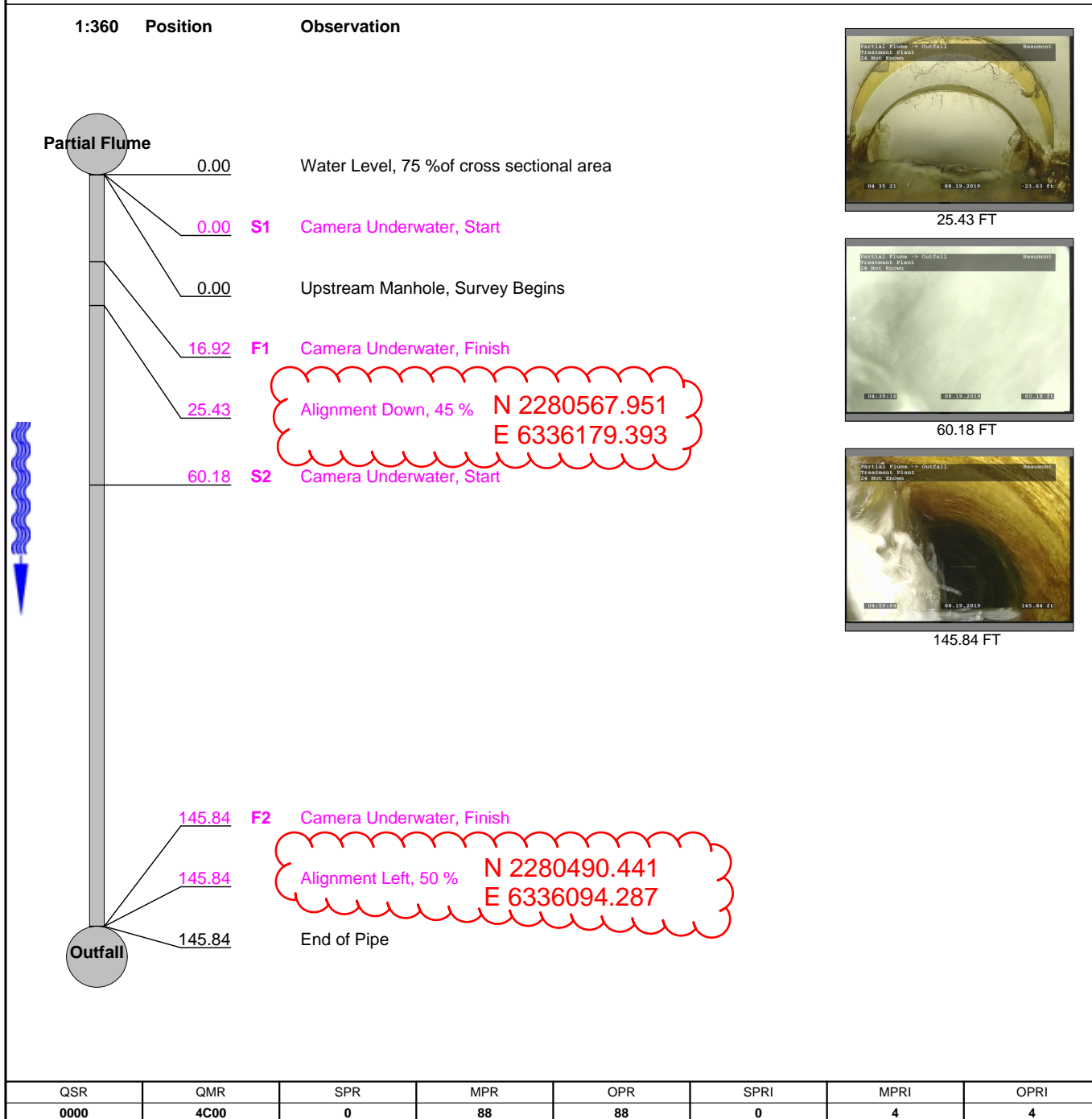
Inspection Report

Date 8/19/2019	P/O. No.	Weather Dry	Surveyor's Name Skylar	Pipe Segment Reference	Section No. 1
Certificate No. U-1018-0703003333	Survey Customer	System Owner Beaumont Treatment Pla	Date Cleaned	Pre-Cleaning Not Known	Sewer Category

Street City Loc. details Location Code	Treatment Plant Beaumont	Use of Sewer Drainage Area Flow Control Length surveyed	Sanitary Not Controlled 145.84 ft	Upstream MH Downstream MH Dir. of Survey Section Length	Partial Flume Outfall Downstream 145.84 ft
---	-------------------------------------	--	--	--	---

Purpose of Survey Year Laid Year Rehabilitated Tape / Media No.	Maintenance Related	Joint Length Dia./Height Material Lining Method	24 inch Not Known
--	----------------------------	--	------------------------------

Add. Information :





Houston & Harris PCS, Inc.
21831 Barton Rd.
Grand Terrace, CA 92313
Tel: 909-422-8990
Fax: 909-422-0841
E-mail: info@houstonandharris.com

Inspection photos

City : Beaumont	Street : Treatment Plant	Date : 8/19/2019	Pipe Segment Reference :	Section No : 1
---------------------------	------------------------------------	----------------------------	--------------------------	--------------------------



Photo: Partial Flume-Outfall-8192019-25.4298-043616.JPG
25.43FT, Alignment Down, 45 %



Photo: Partial Flume-Outfall-8192019-60.1782-044011.JPG
60.18FT, Camera Underwater, Start



Houston & Harris PCS, Inc.
21831 Barton Rd.
Grand Terrace, CA 92313
Tel: 909-422-8990
Fax: 909-422-0841
E-mail: info@houstonandharris.com

Inspection photos

City : Beaumont	Street : Treatment Plant	Date : 8/19/2019	Pipe Segment Reference :	Section No : 1
---------------------------	------------------------------------	----------------------------	--------------------------	--------------------------



Photo: Partial Flume-Outfall-8192019-145.8386-050003.JPG
145.84FT, Camera Underwater, Finish



Two Electrical Duct Banks

Unknown 12"

Plan Connection Point - 4' Higher

Existing 20" PE

New 20" PE



New Connection Location Will be other side of duct bank @ depth of 14'±



Electrical Duct Bank Support



**City of Beaumont
Water Treatment Plant Salt Mitigation Upgrade Project**

Technical Justification:

Technical Justification:

PCO-26	
OSHA Requirement: RFI-09 WML COP-027	Additional Safety Required Handrail at Retaining Wall and Generator

Design drawings required the construction of an 8-feet high concrete retaining wall along the north property line of the site, north of the MBR\RO Building. The equipment pads for the MBR\RO electrical transformer and generator are adjacent to and at the top of the retaining wall. The north side of the generator requires a walkway access path to perform routine maintenance. A handrail system is required for safety at the 8-foot drop.

Design and Scope Changes:

Please provide aluminum handrail per Detail 358/SD-5 and Specifications Section 055213 of the contract documents. The Contractor shall install 126-feet of two post handrail along the top of the retaining wall.

Cost Impact:

The contractor's quote, material, labor and duration of \$11,825.85 has been evaluated by MWHC. MWHC recommends the contract cost increase of \$11,825.85 to be executed in a change order for the additional scope in work.

CITY OF BEAUMONT WWTP SALT MITIGATION UPGRADE PROJECT

**CHANGE ORDER PROPOSAL (COP) # 027
(By Contractor)**

To (Engineer/CM): MWH Constructors Attention: Charles Reynolds Phone: 702-497-8024 Email: Charles.w.reynolds@mwhconstructors.com	From (Contractor): W.M. Lyles Co. Attention: Adam Hickman Phone: 559-801-1874 Email: ahickman@wmlylesco.com
PCO/DCM No.: N/A	
Subject: Addition of Handrail on Retaining Wall	
Reference Documents: RFI #009 Response	
DESCRIPTION	
Please review the attached change order associated with changes requested in RFI response #009. This change order addresses the addition of handrail not previously specified on the retaining wall.	
Notes/Exclusions: <ul style="list-style-type: none"> • Toe Board. 	
COST ESTIMATE	
Total cost \$ 11,825.85 - see attached breakdown	
SCHEDULE IMPACT	
None	
Received by MWH Constructors (Date):	

RESPONSE	
Response By:	Date:

Final Distribution: Juan C. Ahumada, W.M. Lyles Co.
Brian Knoll, Webb Associates
MWH Inspector

W. M. Lyles Co.
 42142 Roick Drive
 Temecula, CA 92590

Date: 21-Oct-19

Reference #: RFI #009 Response

Attention: Charles W. Reynolds

JOB LOCATION: City of Beaumont WWTP Salt Mitigation Upgrade Project

DESCRIPTION: Retaining Wall Handrail

Item:	Unit	Total MH	Total MH Cost	Eq. Cost	Material	Subcont.	Total Cost
1 Retaining Wall Handrail	1 LS	54	\$ 4,403.32	\$ 294.82	\$ 5,483.40	\$ -	\$ 10,181.54
2	1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
3	1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
4	1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
5	1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
6	1 LS	0	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs		54	\$ 4,403.32	\$ 294.82	\$ 5,483.40	\$ -	\$ 10,181.54

Subtotal	\$	10,181.54
Mark-up - Labor	\$	660.50
Mark-up - Equipment	\$	44.22
Mark-up - Materials	\$	822.51
Mark-up - Subcontractor	\$	-
Bond	\$	117.09
Total This Change Order	\$	11,825.85

Comments:



3000 YOUNGFIELD ST. SUITE 275 WHEAT RIDGE, CO 80215
Ph. (720)508-3819 FAX (720)409-3843

CHANGE ORDER NO.2

PTP #918-248-2

Location: WWTP Salt Mitigation Upgrades – Beaumont, CA
To: W.M Lyles Co.
Date: 10/15/2019
Attn: Adam Hickman
From: Ray Muñiz

Request for Change Order, Your Purchase Order No. 55.1173-4022

Please adjust the above referenced Purchase Order to reflect the following changes: Add rail at the Retaining Wall. No toeboard required.

Original Contract:	2,621 L.F.	<i>\$37.15/ft.</i>	= \$97,371.00
Add	Verified → <u>126 L.F.</u>	<i>\$38.89/ft.</i>	<u>+\$4,900.00</u>
Revise Contract:	2,747 L.F.		= \$ 102,271.00

Peak to Peak Engineered Railings
Ray Muniz
RMuniz@peaktopeakrailings.com
(720)508-3819 Ext: 104

Accepted _____
Date _____

CONTRACTOR'S REQUEST FOR INFORMATION (RFI) # 009

To (Engineer): Albert A. Webb Associates	
From (Contractor): W.M. Lyles Co.	
Subject: Caltrans type 1 retaining wall	
Reference: Construction Drawing: C-6	Specification (Section and Page): Note 112 on C-6
REQUEST	
Information is requested as follows:	
<p>Construction Note 112, Drawing C-6 specifies a Caltrans Type 1 retaining wall with a battered inside face. This is a complicated design capable of retaining very tall heights and our requirements are relatively small. If WM Lyles covers the design costs, can we submit on a simplified retaining wall with uniform wall thickness?</p> <p>Also, fall protection around the top of wall is not shown or called out but may be required. Please review and advise.</p>	
Information Requested By (Name): Juan Ahumada	Date: 10/10/2018
Response Requested By (Date): 10/19/2018	
Received by CM (Date):	
RESPONSE	
Response to Information Request:	
<p>A simplified retaining wall design by a registered structural engineer is an acceptable alternate. Provide aluminum handrail per Detail 358/SD-5 and Section 055213 of the Specifications for all areas where vertical drop is over 2'-6".</p>	
Response By (Name): Shane Bloomfield	Date: 10/16/2018

Final Distribution:



ROXANN M. VOTAW
votaw@sbemp.com
FIRM ADMINISTRATOR

REPLY TO:
Palm Springs, California

NOVEMBER 6, 2019

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 10/31/2019

TOTAL DUE: \$113,965.57

Sincerely,
SBEMP, LLP

By: Roxann M Votaw

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



1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through: 10/28/2019:

Invoice # 55357

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$58,200.64

SLOVAK BARON EMPY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

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Princeton, New Jersey 08540
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2240 Fifth Avenue.
San Diego, California 92101
Tel. (619) 501-4540

www.sbemp.com

SBEMP

A T T O R N E Y S

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Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Hupp

Professional services through: 10/31/2019:

Invoice # 55358

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$82.50</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

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San Diego, California 92101
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Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*McFarlinAnder

Professional services through: 10/31/2019:

Invoice # 55359

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$4,535.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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Palm Springs, California 92262
Tel. (760) 322-2275 • Fax (760) 322-2107

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Telephone 760-322-2275
Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*MV

Professional services through: 10/31/2019:

Invoice # 55360

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,265.00

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

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 Fed. ID #33-0833010
 Telephone 760-322-2275
 Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont*Peters

Professional services through: 10/31/2019:

Invoice # 55361

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,534.00

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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 Tel. (619) 501-4540

www.sbemp.com



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 Fed. ID #33-0833010
 Telephone 760-322-2275
 Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont*TalleyAguirre

Professional services through: 10/31/2019:

Invoice # 55362

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$2,082.00</u>

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

1800 E. Tahquitz Canyon Way
 Palm Springs, California 92262
 Tel. (760) 322-2275 • Fax (760) 322-2107

650 Town Center Drive, Ste. 1400
 Costa Mesa, California 92626
 Tel. (714) 435-9592 • Fax (714) 850-9011

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 Tel. (609) 955-3393 • Fax (609) 520-8731

2240 Fifth Avenue.
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 Tel. (619) 501-4540

www.sbemp.com



1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*ULC Defense

Professional services through: 10/31/2019:

Invoice # 55363

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$10,537.30

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

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NOVEMBER 6, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont*Urban Logic

Professional services through: 10/31/2019:

Invoice # 55364

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,859.00

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NOVEMBER 6, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont*Wallis Receiv

Professional services through: 10/31/2019:

Invoice # 55365

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$165.00</u>

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NOVEMBER 6, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont-3rdPartyClaim

Professional services through: 10/31/2019:

Invoice # 55366

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$78.00</u>

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NOVEMBER 6, 2019

City of Beaumont
 E-MAIL INVOICES

Our file no:
 City of Beaumont-Gen Lit

Professional services through: 10/31/2019:

Invoice # 55367

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$3,822.50

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NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through: 10/31/2019:

Invoice # 55368

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$1,000.00

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NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 10/31/2019:

Invoice # 55369

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$16,132.50

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NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through: 10/31/2019:

Invoice # 55370

	<u>Amount</u>
BALANCE DUE – PLEASE SUBMIT PAYMENT:	<u>\$7,592.68</u>

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NOVEMBER 6, 2019

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Serrato

Professional services through: 10/31/2019:

Invoice # 55371

Amount

BALANCE DUE – PLEASE SUBMIT PAYMENT:

\$2,079.45

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M E M O R A N D U M

To: City of Beaumont

From: Townsend Public Affairs

Date: November 15, 2019

Subject: Monthly Report for the City of Beaumont

State Legislative Update

Although the Legislature formally adjourned for the year in September, October was nevertheless a busy month for Legislators and the Newsom Administration. October 13 was the last day for the Governor to sign or veto bills passed by the Legislature, with most signed bills taking effect January 1, 2020. Focus has been on the Governor's office in the past month, as several critical bills were being closely watched until the final hours of October 13.

Of the 1,042 bills that were sent to the Governor's desk, Governor Newsom signed 870 and vetoed 172. This equals a veto rate of 16.5 percent which is approximately the same as Governor Brown's highest veto rate during his total of sixteen years in office. Additionally, there are approximately 1,600 bills that are now two-year bills and will be eligible for consideration when the Legislature reconvenes in January.

Below is a list of upcoming legislative deadlines:

January 1, 2020 – Most statutes passed in 2019 take effect
January 6, 2020 – Legislature reconvenes for the 2020 Legislative Session
January 10, 2020 – Budget must be submitted by Governor

Utility Power Shutoffs

In response to the wildfires that have erupted across the state this month, utility companies have initiated blackouts throughout several local communities. Millions of customers have gone without power to prevent fallen or compromised power lines from sparking a wildfire. In response, Governor Newsom has appointed members to the California Wildlife Safety Advisory Board, a board of independent expert advisors that will advise the California Public Utilities Commission on wildfire safety measures. This Board was established as outlined in AB 1054 (Holden – D, Pasadena) which was signed into law in July 2019.

Additionally, the Governor appointed members to the California Catastrophe Response Council. The Council was established as part of AB 111, the wildfire agencies budget trailer bill. The Council will oversee the operations and management of the Wildfire Fund to pay eligible claims

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Central California Office • 744 P Street • Suite 308 • Fresno, CA 93721 • (949) 399-9050 • Fax (949) 476-8215

Federal Office • 600 Pennsylvania SE • Suite 207 • Washington, DC 20003 • Phone (202) 546-8696 • Fax (202) 546-4555

Northern California Office • 300 Frank Ogawa Plaza • Suite 204 • Oakland, CA 94612 • Phone (510) 835-9050 • Fax (510) 835-9030

resulting from a wildfire determined to be caused by an electric utility. The Council will direct the Wildfire Fund administrator to prepare and present its operation plans on an annual basis.

Senate Pro Tempore Atkins has also announced the formation of a Senate working group that will study the issue of public safety power shut offs. The members of the working group are the following Senators:

- Susan Rubio (D – West Covina)
- Mike McGuire (D – San Rafael)
- Hannah-Beth Jackson (D – Santa Barbara)
- Ben Hueso (D – Chula Vista)
- Benjamin Allen (D – Redondo Beach)
- Henry Stern (D – Calabasas)
- Nancy Skinner (D – Oakland)
- Jerry Hill (D – San Mateo)
- Scott Wiener (D – San Francisco)

In addition to the working group, the Senate Energy, Utilities and Communications Committee will convene an oversight hearing on November 18 to “begin investigating and reviewing options to address the serious deficiencies with the PSPS process”.

TPA anticipates several bills will be introduced next year to address the Public Safety Power Shutoff (PSPS) process and other issues surrounding power shut offs. We expect that many of these bills will be gut and amends when the Legislature returns in January, as the issue will still be fresh on legislators’ minds.

To that end, SB 378 (Wiener – D, San Francisco) will be amended to require the CPUC to create a process where businesses, individuals, and local governments can recover costs as a result of a PSPS. Early draft amendments to the bill would:

- Promote better collection of data on utility equipment in order to assess the risk level prior to a blackout
- Ensure that customers cannot be billed for transmission, distribution, and other costs during a planned blackout
- Prevent utility companies from spending funds that oppose the formation of a new municipal utilities

TPA will continue to provide timely updates on this issue as it progresses this year and into 2020.

Housing Development Fee Legislation

Beginning this month, Assemblymember Tim Grayson (D – Concord) is currently holding roundtable discussions regarding housing development fees and subsequent 2020 legislation. The Assemblymember intends to have these public hearings and discussions about impact fees by developer advocates and local government finances by local government representatives. We anticipate that the public hearings will result in a housing impact fee bill or package that could significantly impact cities.

Below is a list of the meetings that took place and the upcoming meetings:

- Monday 11/4 – Fresno
- Tuesday 11/12 –Oakland
- Monday 11/18 – Los Angeles
- Tuesday 11/19 – San Diego

TPA has been working with California Special Districts Association, the League of California Cities, the California State Association of Counties, and others who are part of the local government lobby in developing a strategy coming out of these roundtable stakeholder meetings. TPA anticipates this issue will be a major topic of discussion in the 2020 legislative session and will continue to provide updates as they become available.

2019 Housing Related Legislation

Below is a comprehensive list, status, and summary on all relevant housing bills in 2019:

Bill/Author	Status	Brief Bill Summary
AB 68 (Ting) Land use: accessory dwelling units	Chaptered	Removes remaining barriers to the widespread adoption of ADUs as low-cost, energy efficient, affordable housing.
AB 116 (Ting) Local Government	Chaptered	Authorizes Enhanced Infrastructure Financing Districts (EIFDs) to issue debt without voter approval, and specifies that an EIFD must hold three public hearings prior to issuing debt.
AB 587 (Friedman) Accessory dwelling units: sale or separate conveyance	Chaptered	Allows more flexible utilization of single family lots by providing two homes for low-income families in need.
AB 671 (Friedman) Accessory dwelling units: incentives	Chaptered	Requires a local government to include a plan in their housing element to incentivize and promote the creation of accessory dwelling units (ADUs).
AB 881(Bloom) Accessory dwelling units	Chaptered	Removes impediments to ADU construction. ADUs must receive streamlined approval if constructed in existing garages, and five-year owner occupancy is no longer required.
AB 1110 (Friedman) Rent increases: noticing	Chaptered	Requires 90 days' notice before a 10% rent increase for tenants with a month-to-month tenancy.
AB 1255 (Rivas) Surplus public land: inventory	Chaptered	Requires cities and counties to report surplus urban land to the State. State then has to include this information in a public digitized inventory.
AB 1399 (Bloom) Residential real property: rent control: withdrawal of accommodations	Chaptered	Makes changes to the Ellis Act, including prohibiting a landlord paying former tenants damages in lieu of offering re-rental.
AB 1482 (Chiu)	Chaptered	Places an upper limit on annual rent increases: 5% plus inflation. Also prevents landlords from evicting tenants without just cause.

Tenant Protection Act of 2019: tenancy: rent caps		
AB 1483 (Grayson) Housing data: collection and reporting	Chaptered	Requires local agencies to post on their websites the type and amount of each fee imposed on a housing development project.
AB 1485 (Wicks) Housing development: streamlining	Chaptered	Ensures timely approval of unsubsidized, zoning compliant rental and ownership housing projects.
AB 1486 (Ting) Surplus land	Chaptered	Requires local governments to include specified information relating to surplus lands in their housing elements and annual progress reports (APRs).
AB 1487 (Chiu) San Francisco Bay area: housing development: financing	Chaptered	Establishes the San Francisco Bay Regional Housing Finance Act and enables the Bay Area voters to raise money for affordable housing.
AB 1743 (Bloom) Local government: properties eligible to claim or receiving a welfare exemption	Chaptered	Will help reduce the cost of building affordable housing and allow rents to be affordable to the State's lowest income households.
AB 1763 (Chiu) Planning and zoning: density bonuses: affordable housing	Chaptered	Revises Density Bonus Law (DBL) to require a city or county to award a developer if 100% of the units in a development are restricted to lower income households.
SB 6 (Beall) Residential development: available land	Chaptered	Requires the state to create a public inventory of local sites suitable for residential development, along with state surplus lands.
SB 13 (Wieckowski) Accessory dwelling units	Chaptered	Creates a tiered fee structure which charges ADUs more fairly based on their size and location.
SB 18 (Skinner) Keep Californians Housed Act	Chaptered	Eliminates the sunset on a provision that guarantees all tenants, whose landlord is foreclosed on, get at least 90 days' notice before they must vacate the rental property.
SB 113 (Committee on Budget and Fiscal Review) Housing	Chaptered	States the Legislature's intent to establish a trust to manage \$331 million in state funds that are court-ordered to be directed to provide borrower relief and legal aid to homeowners and renters.
SB 196 (Beall)	Chaptered	Enacts a new welfare exemption from property tax for property owned by a Community Land Trust (CLT).

Property taxes: community land trust		
SB 222 (Hill) Discrimination: veteran or military status	Chaptered	Prevents landlords from refusing to rent to a tenant merely because the tenant proposes to pay with a Veterans Affairs Supportive Housing (VASH) voucher.
SB 329 (Mitchell) Discrimination: housing: source of income	Chaptered	Prohibits landlords from discriminating against tenants who rely upon housing assistance paid directly to landlords, such as a Section 8 voucher.
SB 330 (Skinner) Housing Crisis Act of 2019	Chaptered	Places restrictions on certain types of development standards, amends the Housing Accountability Act (HAA), and makes changes to local approval processes and the Permit Streamlining Act.
SB 644 (Glazer) Tenancy: security deposit: service members	Chaptered	Lowers the amount that a landlord can charge service members for a security deposit on residential rental housing.
SB 744 (Caballero) Planning and zoning: California Environmental Quality Act: permanent supportive housing	Chaptered	Creates an expedited CEQA review process for supportive housing developments that receive NPLH funding.

Other Priority Legislation

*AB 849 (Bonta) – Elections, Local Redistricting: **signed into law***

AB 849 revises and standardizes the criteria and process to be used by counties and cities when they adjust the boundaries of the electoral districts that are used to elect members of the jurisdictions' governing bodies. Requires counties and cities to comply with substantial public hearing and outreach requirements as part of the process for adjusting the boundaries of electoral districts. Amendments have since reduced the number of required public hearings from six to four.

*AB 1184 (Gloria) – Retention of public records: writing transmitted by electronic mail: **vetoed***

AB 1184 requires a public agency to retain and preserve for at least two years every writing containing information relating to the conduct of the public's business that is prepared, owned, or used by the public agency and transmitted by electronic mail, unless a statute or regulation requires a longer retention period. This bill would require public agencies to store innocuous, mundane, and duplicative information for a minimum of two years, resulting in higher digital storage needs. The bill was amended to clarify that emails that include public records only be retained as defined by the State Records Management Act.

*SB 5 (Beall) – Affordable Housing and Community Development Investment Program: **vetoed***

This bill creates the Affordable Housing and Community Development Investment Program for local agencies to use local property taxes for affordable housing and housing related projects.

Federal Legislative Update

In October, members of Congress spent a significant amount of time, political capital, and public messaging on the House impeachment inquiry into President Trump. This also created distractions, resulting in staff working hard behind the scenes to identify a path forward for government funding. The Continuing Resolution that passed earlier this year funds the government through November 21. With three weeks remaining, the Senate has yet to finalize its full-year funding bills, meaning Congress must pass another short-term extension bill by November 21 to avoid a government shutdown. With the impeachment inquiry ongoing concurrently, Congress is likely headed towards a potentially tense political impasse.

The current dynamic in Congress is substantially different from July, when members of Congress worked in a bipartisan manner to pass a budget agreement that set top-line federal funding amounts for the next two years. The tense tone in Washington D.C. that has ramped up over the last several months may become a barrier to progress on many legislative issues, with a limited number of bills expected to move for the remainder of the year.

Fiscal Year 2020 Appropriations

The Senate is currently moving forward on votes for five of the bills in the House-passed spending package from the summer. The \$214 billion package includes funding for Departments of Agriculture, Commerce, Justice, Interior, Environmental Protection Agency, Transportation, and Housing and Urban Development, among other agencies. Disputes over funding for President Trump's border wall request have historically been an obstacle in the Senate, but it is expected that agreements can be reached on other funding areas in the package.

Please see below for an update on several appropriations line items, where they are in the process, and how the House-proposed levels compare to last year's levels and the President's recommended levels.

Most priority area funding levels in FY 2019 are expected to enjoy increases during the budget process. Thanks to continued advocacy, many of the proposed funding levels for FY 2020 are similar to FY 2019 levels.

Our spotlight system in the charts below indicates the proposed funding levels for your priority programs:

- Green highlights the areas in which the proposed funding level is at or above the level we requested.
- Yellow indicates that one of the two chambers recommended our requested levels, or a minor cut proposed by both chambers.
- Red indicates a significant proposed cut.
 - TPA continues to focus on programs in yellow and red to ensure adequate funding in FY 2020.

Many funding increases trigger better chances of receiving grant funding in FY 2020, both through federal programs and state programs that receive federal dollars.

Housing/Community Development:

Program	FY 2019 enacted	FY 2020 President's Request	FY 2020 House	FY 2020 Senate	FY 2020 Enacted
Community Development Block Grant (CDBG)	\$3.3 billion	\$0	\$3.6 billion	\$3.3 billion	N/A
HOME Investment Partnerships	\$1.25 billion	\$0	\$1.75 billion	\$1.3 billion	N/A
Homeless Assistance Grants	\$2.64 billion	\$2.6 billion	\$2.8 billion	\$2.8 billion	N/A
HUD Tenant-Based Rental Assistance (Section 8 Vouchers)	\$22.5 billion	\$22.2 billion	\$23.8 billion	\$23.8 billion	N/A
National Endowment for the Arts (NEA)	\$155 million	\$0	\$167.5 million	\$157 million	N/A
National Endowment for the Humanities (NEH)	\$155 million	\$0	\$167.5 million	\$157 million	N/A

Transportation:

Program	FY 2019 enacted	FY 2020 President's Request	FY 2020 House	FY 2020 Senate	FY 2020 Enacted
Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants	\$900 million	\$1 billion	\$1 billion	\$1 billion	N/A
Infrastructure For Rebuilding America (INFRA) Grants	\$1 billion	\$2.04 billion	\$1 billion	\$1 billion	N/A

Public Safety:

Program	FY 2019 enacted	FY 2020 President's Request	FY 2020 House	FY 2020 Senate	FY 2020 Enacted
Community Oriented Policing Services (COPS)***	\$225.5 million	\$99 million	\$323 million	\$245 million	N/A
Assistance to Firefighters (AFG) Grants	\$350 million	\$344 million	\$375 million	\$355 million	N/A
Staffing for Adequate Fire and Emergency Response (SAFER) Grants	\$350 million	\$344 million	\$375 million	\$355 million	N/A
FEMA Pre-Disaster Mitigation Grant Program	\$250 million	\$0	\$250 million	\$250 million	N/A

*** In response to a lawsuit, COPS has put a hold on several grant programs for the FY18 cycle, including the COPS hiring program. If the hold is not resolved soon, this could affect appropriations for FY20, including prompting a cut while COPS allocates its delayed FY18 and FY19 award funding. While congressional appropriators are not currently factoring this in, we are aware of its ability to change in the near future.

Water:

Program	FY 2019 enacted	FY 2020 President's Request	FY 2020 House	FY 2020 Senate	FY 2020 Enacted
Clean Water State Revolving Fund	\$1.7 billion	\$1.12 billion	\$1.8 billion	\$1.64 billion	N/A
Drinking Water State Revolving Fund	\$1.18 billion	\$863 million	\$1.3 billion	\$1.13 billion	N/A
Bureau of Reclamation	\$1.57 billion	\$1.1 billion	\$1.63 billion	\$1.75 billion	N/A
WIFIA	\$68 million	\$25 million	\$45 million	\$73 million	N/A

Environment:

Program	FY 2019 enacted	FY 2020 President's Request	FY 2020 House	FY 2020 Senate	FY 2020 Enacted
Land and Water Conservation Fund (LWCF)	\$153 million	\$104 million	\$280 million	\$199 million	N/A

Land Acquisition and State Assistance					
Brownfields Grants	\$87 million	\$62 million	\$105 million	\$85.2 million	N/A
Yucca Mountain Nuclear Waste Repository	\$0	\$31.7 billion	\$0	\$0**	N/A

**The bill includes a pilot program for consolidated nuclear waste storage, introduced by Alexander and ranking member Senator Dianne Feinstein (D-CA). It also includes funding to allow DOE to store nuclear waste at private facilities that are licensed by the Nuclear Regulatory Commission.

PFAS

In October, Director Andrew Wheeler of the Environmental Protection Agency (EPA) announced that the agency is on track to meet a year-end deadline to propose regulatory standards for Per- and polyfluoroalkyl substances (PFAS) in drinking water. Toxicity standards, drinking water standards and groundwater standards for Perfluorooctane Sulfonate (PFOS) and Perfluorooctanoic Acid (PFOA), which have all been considered since 2016, should be unveiled by the end of 2019, a directive outlined by policy set forth in the Safe Drinking Water Act.

In February, the EPA indicated that it would take at least 25 steps to address the dangers of per- and poly-fluorinated compounds associated with adverse health effects like cancer. By the end of this year, the EPA must propose drinking water limits for the two types of PFAS no longer in use in the US.

In addition to these recent developments, the EPA also began the regulatory development process for designating PFOA and PFOS as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Finally, the EPA recently concluded public comment on the draft Interim Recommendations for Addressing Groundwater Contaminated with PFOA and PFOS. The EPA is reviewing comments and asking whether the new guidelines should follow the EPA’s suggested 70 parts-per-trillion (ppt) or whether higher or lower values would be supported.

Members of both parties in Congress have criticized the EPA over its process for PFAS regulation, a sign that Congress may be moving toward removing the EPA’s authority over this process. Republicans and Democrats on the Senate Environment and Public Works Committee feel the agency is still moving too slowly to set minimum standards for the presence of these chemicals in water.

Congress has indicated it is interested in intervening and force the EPA to move faster. Last month, the Senate passed a defense authorization bill (S. 1790) that would force the EPA to establish nationwide standards within two years for two of the many PFAS chemicals that can be found in the environment. Congress is currently resolving differences between the House and Senate versions of the bill.

Senator John Barrasso (R-WY), the chairman of the committee, intends to maintain recent tradition and pass a broad water infrastructure bill before the end of next year, which could also include PFAS provisions. Congress has passed these types of water bills every other year since 2014. They often authorize dozens of large infrastructure projects for the Army Corps of Engineers and also include some water policy provisions.

Water

On October 28, the House Committee on Transportation and Infrastructure approved, the “Water Quality Protection and Job Creation Act of 2019” (H.R.1497), which authorizes approximately \$23.5 billion in direct infrastructure investment over the next five years to address wastewater infrastructure and local water quality challenges.

The bipartisan bill addresses local water quality challenges by providing assistance for the construction, repair, and replacement of the nation’s network of wastewater and stormwater conveyance and treatment facilities. The Water Quality Protection and Job Creation Act of 2019 significantly increases the amount of federal assistance made available to states and communities through the successful Clean Water State Revolving Fund program—the primary source of federal assistance for wastewater infrastructure construction.

The committee indicated that H.R. 1497 will create thousands of new, domestic jobs in the construction and wastewater sectors through increased investment in wastewater infrastructure, and that it would reduce the cost of constructing and maintaining that infrastructure. Finally, the committee concluded by highlighting that the bill would also promote energy efficiency and water efficiency and reduce the potential long-term operation and maintenance costs of publicly owned treatment works.

Wireless Infrastructure

The Federal Communications Commission (FCC) opened a comment period on proposals from the Wireless Industry Association (WIA) and the Communications Technology Industry Association (CTIA) to further limit local oversight of wireless towers and pole attachments. The comment period on proposals from the WIA and the CTIA ended on October 30, 2019.

If enacted, the proposals from WIA and CTIA would substantially limit the current authority local governments have to manage the changes made to large wireless towers in their communities, as well as further limiting the control pole owners, such as local governments or utilities, have over pole attachments.

The proposals from WIA and CTIA also cited many cities’ permitting practices and ordinances by name, and still other cities’ elements anonymously. Furthermore, the comment period, was a surprisingly short 30-45 days depending on type of comment (most comment periods are 60-90 days). This meant that the cities cited by name had only a short time to collect the data necessary and organize an approved city response in order to defend their practices in comments; cities cited anonymously had no way to confirm it was their practices being described, and therefore no recourse to argue against WIA’s and CTIA’s descriptions.

Although the U.S. Conference of Mayors, the City of Eugene, Oregon, and others filed a motion to extend the deadline on the extremely short comment period, the FCC did not adopt the motion and extend the deadline.

Given the fact that FCC requested comments on two industry proposals, is anticipated that the FCC will draft and propose additional rules that would implement some or all of the changes WIA and CTIA request, upon which another comment period will open.