CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, April 19, 2022
Closed Session: 4:30 PM | Regular Meeting: 6:00 PM

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

AGENDA

MEETING PARTICIPATION NOTICE

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

beaumontca.gov/livestream

Public comments will be accepted using the following options.

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

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

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

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

CLOSED SESSION - 4:30 PM

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

CALL TO ORDER

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

Public Comments Regarding Closed Session

1. **Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957**
2. **Conference with Labor Negotiators Pursuant to Government Code 54957.6. Agency Designated Representative: Mayor Lloyd White or His Designee. Unrepresented Employee: Interim City Manager**
3. **Conference with Legal Counsel Regarding Anticipated Litigation Pursuant to Government Code Section 54956.9(d)(2) and/or (3): Two Claims: (i) Late Claim By Cesar Munoz Delgado; and (ii) Claim of James Gregg**
4. **Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 City Designated Representatives Interim City Manager Elizabeth Gibbs and Administrative Services Director Kari Mendoza. Employee Organizations: SEIU**

Adjourn to Regular Session

REGULAR SESSION - 6:00 PM

CALL TO ORDER

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

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

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)

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

CONSENT CALENDAR

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

1. Approval of Minutes

Recommended Action:

Approve Minutes dated April 5, 2022.

2. Ratification of Warrants

Recommended Action:

Ratify Warrants dated:

March 24, 2022, and
April 1, 2022.

3. FY2022 General Fund and Wastewater Fund Budget to Actual through March 2022 and Third Quarter Investment Report and Certification

Recommended Action:
Receive and file attached reports.

4. Accept Security Agreement and Performance and Payment Bonds

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

- Tract Map No. 31462-16 / 30152515 / Streets;
- Tract Map No. 31462-26 / 30152512 / Streets;
- Parcel Map No. 37938 / LICX1209830 / Survey Monuments;
- Tract Map No. 31462-20 / 30148216 / Sewer;
- Tract Map No. 31462-20 / 30148220 / Storm Drain;
- Tract Map No. 31462-23 / 30148217 / Sewer;
- Tract Map No. 31462-23 / 30148221 / Storm Drain;
- Tract Map No. 31462-24 / 30148218 / Sewer;
- Tract Map No. 31462-24 / 30148222 / Storm Drain;
- Tract Map No. 31462-16 / 30152514 / Sewer;
- Tract Map No. 31462-16 / 30152516 / Storm Drain;
- Tract Map No. 31462-26 / 30152513 / Sewer; and
- Tract Map No. 31462-26 / 30152511 / Storm Drain.

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

Recommended Action:

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

- Tract Map No. 27971-3 / 1001053556 / Sewer / 1001053556-M,
- Tract Map No. 27971-2 / 1001053555 / Sewer / 1001053555-M,
- Tract Map No. 27971-5 / PB03010405608 / Sewer / PB03010405608-M, and
- Tract Map No. 27971 / 1001053559 / Force Main Sewer / 1001053559-M.

6. A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Three Easements for Drainage Purposes; Approve the Certificate of Acceptance for Three Easements for Drainage Purposes; and Record the Offer of Dedication Documents with the Riverside County Clerk Recorder's Office

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Three Easements for Drainage Purposes;" Approve the Certificate of Acceptance for Three Easements for Drainage Purposes; and record the Offer of Dedication documents with the Riverside County Clerk Recorder's Office.

7. Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Cherries Jubilee Event

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club."

8. Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the Pass Patchers Quilt Guild

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Pass Patchers Quilt Guild."

9. Authorize the Purchase of KACE Systems Management Appliance Solution with Dell, Inc. in an Amount Not to Exceed $36,345.88

Recommended Action:

Approve and authorize the issuance of a purchase order to Dell, Inc. for the KACE Systems Management Appliance in the amount of $36,345.88.

10. Ratification of Emergency Repair Costs to T.E. Roberts, Inc., for the City's Wastewater Collect System Force Main Line Repairs in the Amount of $34,279.47

Recommended Action:

Ratification of emergency repair costs to T.E. Roberts, Inc. for the City's wastewater collection system force main line repairs in the amount of $34,279.47.

PUBLIC HEARINGS

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

11. Public Hearing and First Reading to Approve An Ordinance of the City of Beaumont Regarding Assembly Bill 481 – Military/Specialized Police Equipment Policy and Use

Recommended Action:
Hold a public hearing, and
Waive the full first reading and approve by title only, "An Ordinance of the City Of Beaumont for the adoption of a Military Equipment Use Policy, otherwise referred to herein as a Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code §7070 for Beaumont Police Department

12. Public Hearing: Fiscal Year 2022/23- 2024/25 Short Range Transit Plan- Final Draft

Recommended Action:
Hold a Public Hearing, and
Adopt the plan with any recommended changes.

ACTION ITEMS

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

13. Authorize Employment Contract with Interim City Manager

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

14. FY2021 Single Audit Report

Recommended Action:
Receive and file attached report.

15. Financial Training Presentation

Recommended Action:
Review the presentation and approve to post on the City website or provide modifications.

16. Ratification of Purchase Order Approval for Emergency Repair Costs to Upper Oak Valley Lift Station Pump Repair Payable to Xylem Water Solutions USA, Inc., in an Amount Not to Exceed 44,398.64

Recommended Action:
Ratify the approval of purchase order for emergency repairs completed and payable to Xylem Water Solutions USA, Inc., for an amount of $40,362.40 plus an additional 10% contingency for additional freight and shipping charges.

17. **Approve the Purchase of a Superior Playground Structure and Shade Sail Structure in the Amount Not to Exceed $42,100.35 from Kraftsman Commercial Playground and Water Parks, Inc.**

Recommended Action:

Approve the Purchase of a Superior Playground Structure and Shade Sail Structure in the Amount Not to Exceed $42,100.35 from Kraftsman Commercial Playground and Water Parks, Inc.

18. **Second Amendment to the Professional Services Agreement for the PLC Upgrade Project with SKM Engineering, LLC in an Amount Not to Exceed $21,777**

Recommended Action:

Approve the Second Amendment to the Professional Services Agreement for the PLC Upgrade Project with SKM Engineering, LLC in an Amount Not to Exceed $21,777.

19. **Change Order No. 3 for the PLC Upgrade Project with Southern Contracting Company in an Amount Not to Exceed $71,531**

Recommended Action:

Approve Change Order No. 3 for the PLC Upgrade Project with Southern Contracting Company in an Amount Not to Exceed $71,531.

20. **Approval of City Attorney Invoices for the Month of March 2022**

Recommended Action:

Approve invoices in the amount of $150,902.85.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE

Economic Development Committee Report Out and City Council Direction

CITY TREASURER REPORT

Finance and Audit Committee Report Out and City Council Direction

CITY CLERK REPORT

CITY ATTORNEY REPORT

INTERIM CITY MANAGER REPORT

21. **Department Projects Update - March 2022**

FUTURE AGENDA ITEMS

COUNCIL REPORTS

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

ADJOURNMENT

The next regular meeting of the Beaumont City Council, Beaumont Financing Authority, the Beaumont Successor Agency (formerly RDA), the Beaumont Utility Authority, the Beaumont Parking Authority and the Beaumont Public Improvement Agency is scheduled for Tuesday, May 3, 2022, at 5:00 p.m., unless otherwise posted.

CITY COUNCIL CLOSED & REGULAR SESSION

550 E. Sixth Street, Beaumont, CA

Tuesday, April 05, 2022
Closed Session: 5:00 PM | Regular Meeting: 6:00 PM

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

MINUTES

CLOSED SESSION - 5:00 PM

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

CALL TO ORDER at 5:03 p.m.

Present: Mayor White, Mayor Pro Tem Martinez (attended Closed Session late), Council Member Fenn, Council Member Santos, Council Member Lara

Public Comments Regarding Closed Session

No comments.

1. Conference with Legal Counsel – Anticipated Litigation - Significant Exposure to Litigation Pursuant to Paragraph (2) and/or (3) of subdivision (d) and (e)(1) of Government Code Section 54956.9: (One Potential Case)

   No reportable action.

2. Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1). One Case: Christian Lee vs. City of Beaumont: Case No. RIC 2003005

   No discussion, will be continued after Regular Session.

3. Conference with Legal Counsel Regarding Anticipated/Existing Litigation - Pursuant to Government Code Section Page 1 of 271 54956.9(d)(1)and/or(2) and/or (3) (Worker's Compensation Case Nos. COBM-0098 and COMB-0124)

   No discussion, will be continued after Regular Session.

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: SEIU

   No discussion, will be continued after Regular Session.

REGULAR SESSION - 6:00 PM

CALL TO ORDER at 7:00 p.m.

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

Report out from Closed Session: *see above.*
Action on any Closed Session Items: **None**
Action of any Requests for Excused Absence: **Mayor Pro Tem Martinez**
Pledge of Allegiance

Adjustments to the Agenda: **None**
Conflict of Interest Disclosure: **None**

ANNOUNCEMENTS/ RECOGNITION / PROCLAMATIONS / CORRESPONDENCE

1. **Autism Awareness Month Proclamation**

PUBLIC COMMENT PERIOD (ITEMS NOT ON THE AGENDA)
P. Biggers - *Expressed concerns regarding the condition of the Sports Park and supports the City Manager's plan to make improvements.*
E. Thomson - *Expressed concerns regarding the condition of the Sports Park and supports the City Manager's plant to make improvements.*
K. Walton - *Introduced himself as a new member of the San Gorgonio Pass Water Agency.*
D. Valdivia - *Asked for a status of improvements to Rangel Park.*

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. Approval of Minutes

   Recommended Action:

   Approve Minutes dated March 15, 2022.

3. Ratification of Warrants

Recommended Action:

Ratify Warrants dated:
March 10, 2022, and
March 17, 2022

4. Second Reading of an Ordinance Amending the Beaumont Municipal Code Adding Chapter 5.72 “Food Trucks”

Recommended Action:
Waive the second reading and adopt by title only “An Ordinance of the City Council of the City of Beaumont adding Chapter 5.72 ‘Food Trucks’ to the Beaumont Municipal Code.”

5. Accept Security Agreement and Performance and Payment Bond No. 30148213 for Street Improvements Associated with Tract Map No. 31462-20, Accept Security Agreement and Performance and Payment Bond No. 30148212 for Street Improvements Associated with Tract Map No. 31462-23, Accept Security Agreement and Performance and Payment Bond No. 30148214 for Street Improvements Associated with Tract Map No. 31462-24, Accept Security Agreement and Performance and Payment Bond No. 30148215 for Street Improvements Associated with Tract Map No. 31462-25, Accept Security Agreement and Performance and Payment Bond No. 30148219 for Sewer Improvements Associated with Tract Map No. 31462-25, Accept Security Agreement and Performance and Payment Bond No. 30148223 for Storm Drain Improvements Associated with Tract Map No. 31462-25, Accept Security Agreement and Performance and Payment Bond No. 30151552 for Street Improvements Associated with Tract Map No. 36307, Accept Security Agreement and Performance and Payment Bond No. 30151559 for Street Improvements Associated with Tract Map No. 36307-1

Recommended Action:
Accept Security Agreement and Performance and Payment Bond No. 30148213 for Street Improvements Associated with Tract Map No. 31462-20, Accept Security Agreement and Performance and Payment Bond No. 30148212 for Street Improvements Associated with Tract Map No. 31462-23, Accept Security Agreement and Performance and Payment Bond No. 30148214 for Street Improvements Associated with Tract Map No. 31462-24, Accept Security Agreement and Performance and Payment Bond No. 30148215 for Street Improvements Associated with Tract Map No. 31462-25, Accept Security Agreement and Performance and Payment Bond No. 30148219 for Sewer Improvements Associated with Tract Map No. 31462-25,

Accept Security Agreement and Performance and Payment Bond No. 30148223 for Storm Drain Improvements Associated with Tract Map No. 31462-25,
Accept Security Agreement and Performance and Payment Bond No. 30151552 for Street Improvements Associated with Tract Map No. 36307, and
Accept Security Agreement and Performance and Payment Bond No. 30151559 for Street Improvements Associated with Tract Map No. 36307-1.

Motion by Council Member Lara
Second by Council Member Santos

To approve the consent calendar.

Absent: Martinez
Approved by a 4-0 vote.

PUBLIC HEARINGS

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

ACTION ITEMS

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

6. Award a Professional Services Agreement to PlaceWorks to provide Landscape Architecture and Engineering Design Services for the Stewart Park Improvement Project in an Amount Not to Exceed $647,971

Motion by Council Member Fenn
Second by Council Member Lara

To award a Professional Services Agreement to PlaceWorks to provide landscape architecture and engineering design services for the Stewart Park improvement project in an amount not to exceed $647,971.

Absent: Martinez
Approved by a 4-0 vote.

7. Economic Development Committee Appointments

Motion by Council Member Lara
Second by Mayor White
To nominate Chris Gleiter as the Non-Business Member of the Economic Development Committee, and to extend the recruitment period for the Industry Expert Seat.

Absent: Martinez
Approved by a 4-0 vote.

8. Fiscal Year 22/23 Short Range Transit Plan-First Draft

   Direction to move forward as presented regarding the first draft of the Fiscal Year 2022-2023 Transit Services budget.

9. A Resolution of the City Council of the City of Beaumont for the Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Free Fare Promotion, $102,000

   Motion by Mayor White
   Second by Council Member Lara

   To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont for the Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program (LCTOP) for the Following Project: Free Fare Program Promotion, $102,000;" and Authorize the execution of the Certificates and Assurances; and authorize the execution of the Authorized Agent Form.

   Absent: Martinez
   Approved by a 4-0 vote.

10. Street Selection for the Annual Citywide Street Rehabilitation and Maintenance FY21/22 Capital Improvement Program Project R-08 and R-09

    D. Jaggers - *Raised concerns of pipe replacements needed in the proposed rehabilitation areas.*

    Motion by Mayor White
    Second by Council Member Santos

    To approve the Street Selection for the Annual Citywide Street Rehabilitation and Maintenance FY21/22 Project CIP R-08 and R-09, and authorize the Public Works Director to Finalize the Bid Package and Solicit Bids for the Project.

    Absent: Martinez
    Approved by a 4-0 vote.

11. Rehabilitation and Maintenance of Sundance Community Trail

    Direction to staff to make needed improvements to address the current tripping hazards and ask staff to provide options for a long-term solution for the rehabilitation and maintenance of Sundance Community Trail.

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

Motion by Mayor White
Second by Council Member Lara

To waive the full reading and adopt by title only, "A Resolution of the City Council of the City of Beaumont Proclaiming a Local Emergency Persists, Re-Ratifying the Proclamation of a State of Emergency by Executive Order N-09-21, and Re-Authorizing Remote Teleconference Meetings of the Legislative Bodies of the City of Beaumont for the Period of April 6, 2022, through April 5, 2022, Pursuant to Provisions of the Ralph M. Brown Act."

Absent: Martinez
Approved by a 4-0 vote.

13. **BEAUMONT SUCCESSOR AGENCY**

Resolution of the Beaumont Successor Agency: Declaring Property as Exempt Surplus Land

BEAUMONT SUCCESSOR AGENCY Meeting opened at 9:07 p.m.

Motion by Council Member Lara
Second by Mayor White

To waive the full reading and adopt by title only, "A Resolution of the Beaumont Successor Agency Declaring Property as Exempt Surplus Land."

And adjourn the Beaumont Successor Agency meeting at 9:09 p.m. and reconvene the regular meeting of the Beaumont City Council.

Absent: Martinez
Approved by a 4-0 vote.

LEGISLATIVE UPDATES AND DISCUSSION

ECONOMIC DEVELOPMENT UPDATE
Economic Development Committee Meeting will be April 13th.

CITY TREASURER REPORT
Finance and Audit Committee will be April 11th.

CITY CLERK REPORT
No report.

CITY ATTORNEY REPORT

14. List of Pending Litigation

CITY MANAGER REPORT
No report.

FUTURE AGENDA ITEMS

COUNCIL REPORTS
- **Lara**
- **Santos**
- **Fenn**
- **Martinez**
- **White**

COUNCIL REPORTS
Lara - *Attended a WRCOG meeting and gave a report out. Announced upcoming Baker to Vegas relay race.*
Santos - *No report.*
Fenn - *Gave an update of Land Use Mitigation Committee and gave a report out from the last meeting.*
Martinez - Absent.
White - *Gave a report out from the Banning Chamber dinner, the Noble Creek Chili Cook off, the Vietnam Veterans event, the Downtown Business event and the golf tournament City Cup.*

Adjourned to Closed Session.

Conference with Legal Counsel Regarding Pending Litigation Pursuant to Government Code Section 54956.9(d)(1). One Case: Christian Lee vs. City of Beaumont: Case No. RIC 2003005
No reportable action.

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 Nos. COBM-0098 and COMB-0124)
No reportable action.

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: SEIU
No reportable action.

ADJOURNMENT at 10:11 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, April 19, 2022, at 5:00 p.m., unless otherwise posted.

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, March 24, 2022

Printed Checks	110993-111005	$	512,028.81	FY21/22
NvoicePay	APA000807-APA000865	$	760,086.47	
ACH	571-572	$	14,347.27	
Manual Payments	DFT0003623-DFT0003627	$	277,319.97	
	A/P Total	$	1,563,782.52	
Bank Drafts	Delux Business Systems	$	623.76	CitiBank Deposit Bags
	Guardian	$	27,195.52	March
Wires	LAIF	$	30,000,000.00	Pass through to US Bank Investment

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

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Thursday, March 24, 2022

Printed Checks	110993-111005	$	512,028.81	FY21/22
NvoicePay	APA000807-APA000865	$	760,086.47	
ACH	571-572	$	14,347.27	
Manual Payments	DFT0003623-DFT0003627	$	277,319.97	
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	Guardian	$	27,195.52	March
Wires	LAIF	$	30,000,000.00	Pass through to US Bank Investment

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

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

Check List

By Check Number

Date Range: 03/18/2022 - 03/25/2022

City of Beaumont, CA

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP PY VEND-AP PAYROLL VENDOR - AP PAYABLES						
3229	ICMA - RC	03/22/2022	EFT	0.00	9,924.44	571

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000615	Invoice	02/25/2022	ICMA - RC	0.00	1,350.00
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA - RC	1,350.00	
INV0000616	Invoice	02/25/2022	ICMA (%%)	0.00	401.00
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA (%%)	401.00	
INV0000617	Invoice	02/25/2022	ICMA (AMT)	0.00	2,922.80
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA (AMT)	2,922.80	
INV0000618	Invoice	02/25/2022	ICMA CATCHUP	0.00	260.00
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA CATCHUP	260.00	
INV0000619	Invoice	02/25/2022	ICMA LOAN	0.00	137.20
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA LOAN	137.20	
INV0000667	Invoice	03/11/2022	ICMA - RC	0.00	1,125.00
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA - RC	1,125.00	
INV0000668	Invoice	03/11/2022	ICMA (%%)	0.00	408.44
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA (%%)	408.44	
INV0000669	Invoice	03/11/2022	ICMA (AMT)	0.00	2,922.80
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA (AMT)	2,922.80	
INV0000670	Invoice	03/11/2022	ICMA CATCHUP	0.00	260.00
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA CATCHUP	260.00	
INV0000671	Invoice	03/11/2022	ICMA LOAN	0.00	137.20
	100-0000-2075-0000	DEFERRED COMPENSATI	ICMA LOAN	137.20	

2264	SEIU	03/22/2022	EFT	0.00	4,422.83	572

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000612	Invoice	02/25/2022	COPE - SEIU DUES	0.00	50.00
	100-0000-2061-0000	P.E.R.C. DUES & INS	COPE - SEIU DUES	50.00	
INV0000623	Invoice	02/25/2022	SEIU DUES	0.00	2,158.97
	100-0000-2061-0000	P.E.R.C. DUES & INS	SEIU DUES	2,158.97	
INV0000635	Invoice	02/22/2022	SEIU DUES	0.00	2.51
	100-0000-2061-0000	P.E.R.C. DUES & INS	SEIU DUES	2.51	
INV0000647	Invoice	02/11/2022	SEIU DUES	0.00	0.29
	100-0000-2061-0000	P.E.R.C. DUES & INS	SEIU DUES	0.29	
INV0000664	Invoice	03/11/2022	SEIU DUES	0.00	50.00
	100-0000-2061-0000	P.E.R.C. DUES & INS	COPE - SEIU DUES	50.00	
INV0000675	Invoice	03/11/2022	SEIU DUES	0.00	2,161.06
	100-0000-2061-0000	P.E.R.C. DUES & INS	SEIU DUES	2,161.06	

1139	BEAUMONT POLICE OFFICERS ASSOCIATION	03/22/2022	Regular	0.00	7,890.00	110993

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000611	Invoice	02/25/2022	BPOA DUES	0.00	3,815.00
	100-0000-2035-0000	C.O.P.S. DUES	BPOA DUES	3,815.00	
INV0000663	Invoice	03/11/2022	BPOA DUES	0.00	4,075.00
	100-0000-2035-0000	C.O.P.S. DUES	BPOA DUES	4,075.00	

3675	ZENITH AMERICAN SOLUTIONS	03/22/2022	Regular	0.00	17.42	110994

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
INV0000573	Invoice	02/11/2022	ZENITH		0.00		8.71
	100-0000-2085-0000		ZENITH WITHHOLDING	ZENITH		8.71	
INV0000625	Invoice	02/25/2022	ZENITH		0.00		8.71
	100-0000-2085-0000		ZENITH WITHHOLDING	ZENITH		8.71	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1979	MUTUAL OF OMAHA	03/25/2022	Bank Draft	0.00	32,274.22	DFT0003623

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000718	Invoice	03/25/2022	457 RETIREMENT CATCHUP	0.00	32,274.22
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP LOAN 401A-1	1,082.64	
	100-0000-2075-0000	DEFERRED COMPENSATI	457 RETIREMENT CATCHUP	375.00	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP 457 - LOAN RE	2,292.54	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP 457 - LOAN RE	3,224.40	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP 457 (AMT)	10,130.03	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP LOAN 401A-2	183.12	
	100-0000-2075-0000	DEFERRED COMPENSATI	DEFERRED COMP 457 (%%)	10,451.03	
	100-0000-2132-0000	P.A.R.S. WITHHOLDING	FICA PT REMAINDER (AMT)	179.02	
	100-0000-2132-0000	P.A.R.S. WITHHOLDING	FICA PT RETIREMENT (%%)	558.67	
	100-1150-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	3.50	
	100-1150-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	24.33	
	100-1200-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	27.60	
	100-1200-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	180.55	
	100-1225-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	125.07	
	100-1225-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	17.50	
	100-1230-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	38.82	
	100-1230-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	7.00	
	100-1240-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	69.33	
	100-1240-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	10.50	
	100-1350-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	7.00	
	100-1350-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	60.26	
	100-1550-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	8.76	
	100-1550-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	45.00	
	100-2000-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	40.92	
	100-2000-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	7.00	
	100-2030-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	3.50	
	100-2030-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	17.76	
	100-2050-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	1,295.17	
	100-2050-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	161.00	
	100-2090-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	221.65	
	100-2090-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	45.50	
	100-2150-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	13.60	
	100-2150-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	69.67	
	100-3100-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	19.26	
	100-3100-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	149.95	
	100-3250-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	14.00	
	100-3250-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	66.00	
	100-6050-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	70.00	
	100-6050-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	322.52	
	700-4050-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	43.74	
	700-4050-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	300.27	
	750-7000-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	1.75	
	750-7000-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	7.20	
	750-7100-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	14.05	
	750-7100-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	1.76	
	750-7300-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	14.00	
	750-7300-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	69.19	
	750-7400-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	63.98	
	750-7400-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	14.53	
	750-7600-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	39.38	
	750-7600-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	11.03	
	750-7800-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	11.00	
	750-7800-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	3.41	
	750-7900-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	17.14	
	750-7900-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	4.03	
	750-8000-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY	1.96	
	750-8000-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE	0.62	

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-8300-6018-0000	OTHER COMPENSATION	SHORT TERM DISABILITY		28.52	
	750-8300-6018-0000	OTHER COMPENSATION	BASIC TERM LIFE		7.49	
2594	CAL PERS	03/25/2022	Bank Draft	0.00	140,348.40	DFT0003625

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000720	Invoice	03/25/2022	CALPERS	0.00	140,348.40
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE		10,630.19
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS SAFETY - ER		36,925.04
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS SAFETY - EE		14,016.25
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA SAFETY - ER		10,658.20
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA SAFETY - EE		10,552.67
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA - EE		8,226.95
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA - ER		9,250.71
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER		20,263.71
	100-0000-2130-0000	P.E.R.S. LIABILITY	SERVICE CREDIT		187.81
	100-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS SURVIVOR RATE		46.50
	700-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA - EE		828.77
	700-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA - ER		931.91
	700-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER		6,415.91
	700-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE		3,365.70
	750-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA - EE		1,681.35
	750-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS PEPRA - ER		1,890.59
	750-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS CLASSIC - ER		2,935.95
	750-0000-2130-0000	P.E.R.S. LIABILITY	CALPERS CLASSIC - EE		1,540.19

Bank Code AP PY VEND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	2	0.00	7,907.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	172,622.62
EFT's	16	2	0.00	14,347.27
Virtual Payments	0	0	0.00	0.00
	22	**6**	**0.00**	**194,877.31**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
4522	AMERICAN FIDELITY ASSURANCE COMPANY	03/23/2022	Regular	0.00	8,394.53	110995

Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
02/11/22 ADJ	Invoice	02/11/2022	PAYROLL ADJUSTMENT FOR AMERICAN FI		0.00	58.50
	100-0000-2045-0000		PRE PAID LEGAL	PAYROLL ADJUSTMENT FOR AM	58.50	
02/25/22 ADJ	Invoice	02/25/2022	PAYROLL ADJUSTMENT, CORRECTED ON BI		0.00	57.45
	100-0000-2045-0000		PRE PAID LEGAL	PAYROLL ADJUSTMENT, CORREC	57.45	
02/25/22 ADJ2	Credit Memo	02/25/2022	PAYROLL ADJUSTMENT		0.00	-200.98
	100-0000-2045-0000		PRE PAID LEGAL	PAYROLL ADJUSTMENT	-200.98	
INV0000549	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	462.80
	100-0000-2045-0000		PRE PAID LEGAL	AF ACCIDENT	462.80	
INV0000550	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	171.16
	100-0000-2045-0000		PRE PAID LEGAL	AF ACCIDENT - POST	171.16	
INV0000551	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	255.82
	100-0000-2045-0000		PRE PAID LEGAL	AF CANCER	255.82	
INV0000552	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	81.30
	100-0000-2045-0000		PRE PAID LEGAL	AF CANCER - POST	81.30	
INV0000553	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	73.50
	100-0000-2045-0000		PRE PAID LEGAL	AF CRITICAL ILLNESS - POST	73.50	
INV0000554	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	1,023.24
	100-0000-2045-0000		PRE PAID LEGAL	AF DISABILITY - POST	1,023.24	
INV0000555	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	160.22
	100-0000-2045-0000		PRE PAID LEGAL	AF GHI - POST	160.22	
INV0000557	Invoice	02/11/2022	AMERICAN FIDELITY		0.00	1,031.47
	100-0000-2045-0000		PRE PAID LEGAL	AF TERM LIFE - POST	1,031.47	
INV0000601	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	462.80
	100-0000-2045-0000		PRE PAID LEGAL	AF ACCIDENT	462.80	
INV0000602	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	171.16
	100-0000-2045-0000		PRE PAID LEGAL	AF ACCIDENT - POST	171.16	
INV0000603	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	284.16
	100-0000-2045-0000		PRE PAID LEGAL	AF CANCER	284.16	
INV0000604	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	95.30
	100-0000-2045-0000		PRE PAID LEGAL	AF CANCER - POST	95.30	
INV0000605	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	73.50
	100-0000-2045-0000		PRE PAID LEGAL	AF CRITICAL ILLNESS - POST	73.50	
INV0000606	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	1,111.28
	100-0000-2045-0000		PRE PAID LEGAL	AF DISABILITY - POST	1,111.28	
INV0000607	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	160.22
	100-0000-2045-0000		PRE PAID LEGAL	AF GHI - POST	160.22	
INV0000608	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	58.50
	100-0000-2045-0000		PRE PAID LEGAL	AF TERM LIFE	58.50	
INV0000609	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	1,031.47
	100-0000-2045-0000		PRE PAID LEGAL	AF TERM LIFE - POST	1,031.47	
INV0000613	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	208.33
	100-0000-2045-0000		PRE PAID LEGAL	AFA DEPENDENT CARE	208.33	
INV0000614	Invoice	02/25/2022	AMERICAN FIDELITY		0.00	1,563.33
	100-0000-2045-0000		PRE PAID LEGAL	AFA HEALTH FSA	1,563.33	

	Void	03/23/2022	Regular	0.00	0.00	110996
4529	TEXAS LIFE INSURANCE COMPANY	03/23/2022	Regular	0.00	3,368.30	110997

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
02/25/22 ADJ	Invoice	02/25/2022	NEW EMPLOYEE ADDED TO BILL			0.00	92.11	
	100-0000-2044-0000			TEXAS LIFE VOLUNTARY	NEW EMPLOYEE ADDED TO BILL		92.11	
INV0000481	Invoice	01/14/2022	PREPAID LEGAL			0.00	766.14	
	100-0000-2045-0000			PRE PAID LEGAL	PREPAID LEGAL		766.14	
INV0000523	Invoice	01/28/2022	AMERICAN FIDELITY			0.00	766.14	
	100-0000-2045-0000			PRE PAID LEGAL	TEXAS LIFE - POST		766.14	
INV0000572	Invoice	02/11/2022	AMERICAN FIDELITY			0.00	796.02	
	100-0000-2045-0000			PRE PAID LEGAL	TEXAS LIFE - POST		796.02	
INV0000624	Invoice	02/25/2022	AMERICAN FIDELITY			0.00	796.02	
	100-0000-2045-0000			PRE PAID LEGAL	TEXAS LIFE - POST		796.02	
PD 01/14/22-01/	Invoice	03/07/2022	TWO EMPLOYEES ADDED ADJUSTMENT			0.00	151.87	
	100-0000-2044-0000			TEXAS LIFE VOLUNTARY	TWO EMPLOYEES ADDED ADJUS		151.87	
4546	ANABELLE HUNDLEY		03/24/2022	Regular		0.00	407.00	110998
03/27/22-04/01/	Invoice	03/24/2022	PER DIEM FOR EMPLOYEE TRAINING			0.00	407.00	
	100-2050-7066-0000			TRAVEL, EDUCATION, TRA	PER DIEM FOR EMPLOYEE TRAI		407.00	
3780	CDCE INCORPORATED		03/24/2022	Regular		0.00	4,254.06	110999
139008 CHECK 2	Invoice	03/24/2022	VEHICLE MAINTENANCE			0.00	207.36	
	100-2050-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		207.36	
139309 CHECK 2	Invoice	03/24/2022	SOFTWARE			0.00	3,937.50	
	600-5050-8060-0000			VEHICLE REPLACEMENT E	SOFTWARE		3,937.50	
139314 CHECK 2	Invoice	03/24/2022	VEHICLE MAINTENANCE			0.00	109.20	
	100-2050-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		109.20	
2311	SOUTHERN CALIFORNIA EDISON		03/24/2022	Regular		0.00	79,377.47	111000
03/24/2022	Invoice	03/24/2022	ELECTRIC UTILITY			0.00	79,377.47	
	100-3250-7010-0000			UTILITIES	ELECTRIC UTILITY		333.13	
	100-3250-7010-004X			UTILITIES (IA 4)	ELECTRIC UTILITY		150.78	
	100-3250-7010-006B			UTILITIES (IA 6B)	ELECTRIC UTILITY		312.68	
	100-3250-7010-06A1			UTILITIES (IA 6A1)	ELECTRIC UTILITY		115.98	
	100-6000-7010-6025			UTILITIES - CITY HALL	ELECTRIC UTILITY		2,447.77	
	100-6000-7010-6031			UTILITIES - CITY HALL BLD	ELECTRIC UTILITY		1,216.55	
	100-6000-7010-6032			UTILITIES - CITY HALL BLD	ELECTRIC UTILITY		1,216.55	
	100-6000-7010-6040			UTILITIES - POLICE DEPT	ELECTRIC UTILITY		3,288.04	
	100-6000-7010-6041			UTILITIES - POLICE ANNEX	ELECTRIC UTILITY		486.58	
	100-6000-7010-6055			UTILITIES - FIRE STATION	ELECTRIC UTILITY		491.39	
	100-6050-7010-0000			UTILITIES	ELECTRIC UTILITY		184.99	
	100-6050-7010-020X			UTILITIES IA 20	ELECTRIC UTILITY		19.03	
	100-6050-7010-06A1			UTILITIES IA 6A1	ELECTRIC UTILITY		19.04	
	700-4050-7010-0000			UTILITIES	ELECTRIC UTILITY		68,786.17	
	750-7300-7010-0000			UTILITIES	ELECTRIC UTILITY		308.79	
4538	JACKSSONS, INC		03/24/2022	Regular		0.00	11,745.96	111001
BCE0647 QUOTE	Invoice	03/24/2022	SPILL TRAILER			0.00	11,745.96	
	700-4050-8040-0000			EQUIPMENT	SPILL TRAILER		11,745.96	
3928	JEFF HART		03/24/2022	Regular		0.00	276.50	111002

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Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
	Account Number							
3/24/22	Invoice	03/24/2022	PER DIEM - NASHVILLE			0.00	276.50	
	100-3100-7066-0000			TRAVEL, EDUCATION, TRA	PER DIEM - NASHVILLE	276.50		
4548	ROBERT VESTAL		03/24/2022	Regular		0.00	355.50	111003
3/24/22	Invoice	03/24/2022	PER DIEM - NASHVILLE			0.00	355.50	
	100-3100-7066-0000			TRAVEL, EDUCATION, TRA	PER DIEM - NASHVILLE	355.50		
4514	CHAMP EQUIPMENT CORP.		03/24/2022	Regular		0.00	9,253.75	111004
1620 ESTIMATE	Invoice	03/24/2022	Water Buffalo Wastewater/ Stormwater cl			0.00	9,253.75	
	700-4050-8040-0000			EQUIPMENT	Wastewater/ Stormwater clean	9,253.75		
4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E		03/25/2022	Regular		0.00	386,688.32	111005
INV0000469	Invoice	01/14/2022	CIGNA MEDICAL INSURANCE			0.00	3,695.40	
	100-0000-2200-0000			HEALTH INSURANCE	CIGNA MEDICAL INSURANCE	3,695.40		
INV0000477	Invoice	01/14/2022	KAISER MEDICAL INSURANCE			0.00	5,580.96	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER MEDICAL INSURANCE	5,580.96		
INV0000478	Invoice	01/14/2022	KAISER MEDICAL INSURANCE			0.00	85,199.60	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER MEDICAL INSURANCE	85,199.60		
INV0000510	Invoice	01/28/2022	BLUE SHIELD MEDICAL INSURANCE			0.00	3,695.40	
	100-0000-2200-0000			HEALTH INSURANCE	BLUE SHIELD - PRMR	3,695.40		
INV0000519	Invoice	01/28/2022	KAISER MEDICAL INSURANCE			0.00	5,580.89	
	100-0000-2200-0000			HEALTH INSURANCE	KASIER - BASIC	5,580.89		
INV0000520	Invoice	01/28/2022	KAISER MEDICAL INSURANCE			0.00	86,338.94	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - PRMR	86,338.94		
INV0000558	Invoice	02/11/2022	BLUE SHIELD MEDICAL INSURANCE			0.00	3,695.40	
	100-0000-2200-0000			HEALTH INSURANCE	BLUE SHIELD - PRMR	3,695.40		
INV0000568	Invoice	02/11/2022	KAISER MEDICAL INSURANCE			0.00	5,580.96	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - BASIC	5,580.96		
INV0000569	Invoice	02/11/2022	KAISER MEDICAL INSURANCE			0.00	89,067.84	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - PRMR	89,067.84		
INV0000595	Invoice	02/22/2022	KAISER MEDICAL INSURANCE			0.00	1,594.54	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - BASIC	1,594.54		
INV0000610	Invoice	02/25/2022	BLUE SHIELD MEDICAL INSURANCE			0.00	3,079.60	
	100-0000-2200-0000			HEALTH INSURANCE	BLUE SHIELD - PRMR	3,079.60		
INV0000620	Invoice	02/25/2022	KAISER MEDICAL INSURANCE			0.00	4,783.62	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - BASIC	4,783.62		
INV0000621	Invoice	02/25/2022	KAISER MEDICAL INSURANCE			0.00	88,685.58	
	100-0000-2200-0000			HEALTH INSURANCE	KAISER - PRMR	88,685.58		
PAYROLL ADJ JAN	Invoice	03/25/2022	PAYROLL ADJUSTMENT TO MATCH INVOIC			0.00	109.59	
	100-0000-2200-0000			HEALTH INSURANCE	PAYROLL ADJUSTMENT TO MAT	109.59		

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3523	72 HOUR LLC	03/24/2022	Virtual Payment	0.00	195,114.35	APA000807

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
06825234	Invoice	03/24/2022	Purchase of 5 2021 Ford Police Utility Veh	0.00	39,022.87
	600-5050-8060-0000	VEHICLE REPLACEMENT E	Purchase of 5 2021 Ford Police	39,022.87	
06825312	Invoice	03/24/2022	Purchase of 5 2021 Ford Police Utility Veh	0.00	39,022.87
	600-5050-8060-0000	VEHICLE REPLACEMENT E	Purchase of 5 2021 Ford Police	39,022.87	
06825371	Invoice	03/24/2022	Purchase of 5 2021 Ford Police Utility Veh	0.00	39,022.87
	600-5050-8060-0000	VEHICLE REPLACEMENT E	Purchase of 5 2021 Ford Police	39,022.87	
06825429	Invoice	03/24/2022	Purchase of 5 2021 Ford Police Utility Veh	0.00	39,022.87
	600-5050-8060-0000	VEHICLE REPLACEMENT E	Purchase of 5 2021 Ford Police	39,022.87	
06881810	Invoice	03/24/2022	Purchase of 5 2021 Ford Police Utility Veh	0.00	39,022.87
	600-5050-8060-0000	VEHICLE REPLACEMENT E	Purchase of 5 2021 Ford Police	39,022.87	

1050	AMAZON CAPITAL SERVICES	03/24/2022	Virtual Payment	0.00	1,830.76	APA000808

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
14KR-Y6DL-HDF6	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	40.90
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	40.90	
19DN-TNGC-VFQ	Invoice	03/23/2022	BUILDING MAINTENANCE	0.00	17.72
	700-4050-7085-0000	BUILDING SUPPLIES/MAI	BUILDING MAINTENANCE	17.72	
1CX9-NH6C-WFK	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	161.08
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	161.08	
1DPP-MNM1-CM	Invoice	03/24/2022	OFFICE SUPPLIES	0.00	48.05
	100-1150-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	19.36	
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	28.69	
1GKV-677W-LQR	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	630.49
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	630.49	
1MLL-WHT3-GVR	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	71.97
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	71.97	
1MPR-GJMD-WM	Invoice	03/24/2022	OFFICE SUPPLIES	0.00	36.06
	100-1200-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	36.06	
1PCH-YCGP-R4GH	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	302.30
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	302.30	
1TD1-NV7M-67K	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	484.71
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	484.71	
1WH1-1RJ7-CQX	Invoice	03/23/2022	OFFICE SUPPLIES	0.00	37.48
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	37.48	

1053	AMERICAN FORENSIC NURSES	03/24/2022	Virtual Payment	0.00	314.95	APA000809

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
75753	Invoice	03/24/2022	American Forensic Nurses - Blood Draws	0.00	125.98
	100-2050-7068-0000	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo	125.98	
75783	Invoice	03/24/2022	American Forensic Nurses - Blood Draws	0.00	125.98
	100-2050-7068-0000	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo	125.98	
75785	Invoice	03/23/2022	American Forensic Nurses - Blood Draws	0.00	62.99
	100-2050-7068-0000	CONTRACTUAL SERVICES	American Forensic Nurses - Bloo	62.99	

4491	APPLIED CONCEPTS, INC	03/24/2022	Virtual Payment	0.00	18,111.70	APA000810

Item 2.

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Discount Amount / Item Description	Payment Amount / Payable Amount / Distribution Amount	Number
398871	Invoice	03/24/2022	Purchase of Signboard Trailer		0.00	18,111.70	
	100-2040-7036-0000			GRANT SPECIFIC COSTS (	PURCHASE OF SIGNBOARD TRLR	685.01	
	100-2040-7036-0000			GRANT SPECIFIC COSTS (	Purchase of Signboard Trailer	8,370.83	
	100-2050-8040-0000			EQUIPMENT	PURCHASE OF SIGNBOARD TRLR	685.02	
	100-2050-8040-0000			EQUIPMENT	Purchase of Signboard Trailer	8,370.84	
2851	AUTOMOTIVE TRAINING GROUP, INC		03/24/2022	Virtual Payment	0.00	163.04	APA000811
163248	Invoice	03/23/2022	EMPLOYEE TRAINING		0.00	163.04	
	750-7300-7066-0000			TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	163.04	
1005	A-Z BUS SALES,INC.		03/24/2022	Virtual Payment	0.00	739.41	APA000812
01P717855	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	515.29	
	750-7300-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	515.29	
01P717922	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	224.12	
	750-7100-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	33.60	
	750-7400-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	56.00	
	750-7600-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	56.00	
	750-7800-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	33.60	
	750-7900-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	22.40	
	750-8100-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	11.20	
	750-8200-7037-0000			VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	11.32	
1109	BANK OF HEMET		03/24/2022	Virtual Payment	0.00	3,726.94	APA000813
1280837350 04/0	Invoice	03/24/2022	Batwing/Lawnmower FY 22		0.00	3,726.94	
	100-6050-8040-0000			EQUIPMENT	Batwing/Lawnmower FY 22	3,726.94	
1149	BEHAVIORAL ANALYSIS TRAINING INSTITUTE		03/24/2022	Virtual Payment	0.00	575.00	APA000814
IV00886	Invoice	03/24/2022	INVESTIGATIVE INTERVIEW & INTEROGATI		0.00	575.00	
	100-2050-7066-0000			TRAVEL, EDUCATION, TRA	INVESTIGATIVE INTERVIEW & IN	575.00	
1161	BIO-TOX LABORATORIES		03/24/2022	Virtual Payment	0.00	1,738.00	APA000815
42490	Invoice	03/24/2022	PROFESSIONAL SERVICES		0.00	1,054.00	
	100-2050-7068-0000			CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,054.00	
42591	Invoice	03/24/2022	PROFESSIONAL SERVICES		0.00	684.00	
	100-2050-7068-0000			CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	684.00	
4484	BRUCE E. MIHELICH INC		03/24/2022	Virtual Payment	0.00	1,987.84	APA000816
W 73294	Invoice	03/24/2022	DEPT SUPPLIES		0.00	1,987.84	
	700-4050-7070-0000			SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,987.84	
3892	CALL ONE, INC		03/24/2022	Virtual Payment	0.00	140.08	APA000817
2122833	Invoice	03/24/2022	DEPT SUPPLIES		0.00	140.08	
	100-2090-7070-0000			SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	140.08	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1302	CLINICAL LABORATORY OF SAN BERNARDINO, I	03/24/2022	Virtual Payment	0.00	6,119.00	APA000818

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2200374	Invoice	03/24/2022	PROFESSIONAL SERVICES	0.00	6,119.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	6,119.00	

3673	COMPLETE PAPERLESS SOLUTIONS, LLC	03/24/2022	Virtual Payment	0.00	8,600.00	APA000819

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
3525	Invoice	03/23/2022	Laserfiche Renewal	0.00	8,600.00
	600-5150-7072-0000	IT EQUIPMENT REPLACE	Laserfiche Renewal	8,600.00	

1402	DEPARTMENT OF JUSTICE	03/24/2022	Virtual Payment	0.00	1,210.00	APA000820

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
565123	Invoice	03/24/2022	PROFESSIONAL SERVICES	0.00	1,105.00
	100-2050-7031-0000	LIVE SCAN-FINGERPRINTI	FINGER	1,105.00	
570416	Invoice	03/24/2022	PROFESSIONAL SERVICES	0.00	70.00
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	70.00	
570473	Invoice	03/24/2022	PROFESSIONAL SERVICES	0.00	35.00
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	35.00	

2937	DIAMOND ENVIRONMENTAL SERVICES LP	03/24/2022	Virtual Payment	0.00	86.07	APA000821

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
0003803825	Invoice	03/24/2022	DEPT SUPPLIES	0.00	86.07
	100-6050-7070-5500	SPEC DEPT EXP - STEWAR	DEPT SUPPLIES	86.07	

1445	DUDEK	03/24/2022	Virtual Payment	0.00	5,485.00	APA000822

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
202201174	Invoice	03/24/2022	GROUNDWATER AND SURFACE WATER M	0.00	5,485.00
	700-4050-7068-0000	CONTRACTUAL SERVICES	GROUNDWATER AND SURFACE	5,485.00	

1501	FAIRVIEW FORD	03/24/2022	Virtual Payment	0.00	190.43	APA000823

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
882060	Invoice	03/24/2022	VEHICLE MAINTENANCE	0.00	229.47
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	229.47	
882734	Invoice	03/24/2022	VEHICLE MAINTENANCE	0.00	37.09
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	37.09	
883975	Credit Memo	03/24/2022	VEHICLE MAINTENANCE	0.00	-76.13
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-76.13	

1533	FRONTIER COMMUNICATIONS	03/24/2022	Virtual Payment	0.00	213.51	APA000824

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
951-922-6646-04	Invoice	03/24/2022	PHONE UTILITY	0.00	213.51
	700-4050-7015-0000	TELEPHONE	PHONE UTILITY	213.51	

1579	GOSCH	03/24/2022	Virtual Payment	0.00	608.23	APA000825

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1040761	Invoice	03/24/2022	VEHICLE MAINTENANCE	0.00	316.50
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	316.50	
1040814	Invoice	03/24/2022	VEHICLE MAINTENANCE	0.00	119.63
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	119.63	
1041143	Invoice	03/24/2022	VEHICLE MAINTENANCE	0.00	172.10

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-7600-7037-0000 VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		172.10	
4543	GREG'S HANDYMAN SERVICE	03/24/2022	Virtual Payment	0.00	104.79	APA000826
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
RCT R01224569	Invoice	03/24/2022	REFUND OF BUSINESS LICENSE - CHERRY	0.00	104.79	
	100-0000-4200-0000	BUSINESS LICENSES	REFUND OF BUSINESS LICENSE -		1.50	
	100-0000-4556-0000	PLANNING DEPARTMENT	REFUND OF BUSINESS LICENSE -		77.47	
	700-0000-4770-0000	WASTEWATER SURVEY FE	REFUND OF BUSINESS LICENSE -		25.82	
1603	HACH COMPANY	03/24/2022	Virtual Payment	0.00	165.66	APA000827
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
12916127	Invoice	03/23/2022	WWTP EQUIP/MAINTENANCE/SUPPLIES	0.00	165.66	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP EQUIP/MAINTENANCE/S		165.66	
4181	HASA, INC	03/24/2022	Virtual Payment	0.00	3,163.83	APA000828
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
801504	Invoice	03/23/2022	CHEMICALS	0.00	3,163.83	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	CHEMICALS		3,163.83	
1628	HINDERLITER, de LLAMAS, & ASSOC	03/24/2022	Virtual Payment	0.00	1,574.29	APA000829
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
SIN015174	Invoice	03/24/2022	HdL	0.00	1,574.29	
	100-1200-7068-0000	CONTRACTUAL SERVICES	HdL		1,574.29	
1637	HOUSTON & HARRIS PCS, INC	03/24/2022	Virtual Payment	0.00	3,645.00	APA000830
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
22-24380	Invoice	03/24/2022	ON CALL SEWER CLEANING, VIDEO & EME	0.00	3,645.00	
	700-4050-7068-0000	CONTRACTUAL SERVICES	ON CALL SEWER CLEANING, VID		3,645.00	
1643	HUNTINGTON COURT REPORTERS & TRANSCRI	03/24/2022	Virtual Payment	0.00	422.58	APA000831
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
34375	Invoice	03/24/2022	PROFESSIONAL SERVICES	0.00	422.58	
	100-2050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		422.58	
1662	INFOSEND, INC	03/24/2022	Virtual Payment	0.00	2,280.25	APA000832
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
208126	Invoice	03/24/2022	PROFESSIONAL SERVICES	0.00	2,280.25	
	700-4050-7068-0000	CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		2,280.25	
3516	INLAND WATER WORKS SUPPLY CO	03/24/2022	Virtual Payment	0.00	605.56	APA000833
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
S1053495.001	Invoice	03/24/2022	Clow Check Valves & Supplies	0.00	605.56	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES	WWTP Special Supplies		605.56	
2863	KT TEXTILES LLC	03/24/2022	Virtual Payment	0.00	660.00	APA000834
Payable #	Payable Type / Account Number	Post Date / Account Name	Payable Description / Item Description	Discount Amount / Distribution Amount	Payable Amount	
2762	Invoice	03/24/2022	EXPLORER SUPPLIES	0.00	660.00	
	240-2310-3010-0000	RESERVED - EXPLORER PR	EXPLORER SUPPLIES		660.00	
3379	LAW OFFICES BURKE, WILLIAMS & SORENSEN,	03/24/2022	Virtual Payment	0.00	84.00	APA000835

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
281708	Invoice	03/24/2022	LEGAL SERVICES		0.00	84.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES	LEGAL SERVICES		84.00	
1857	LIEBERT CASSIDY WHITMORE		03/24/2022	Virtual Payment	0.00	1,903.00	APA000836
214040	Invoice	03/24/2022	SEIU NEGOTIATIONS		0.00	39.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES	SEIU NEGOTIATIONS		39.00	
214066	Invoice	03/24/2022	BENEFITS ADVICE		0.00	441.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES	BENEFITS ADVICE		441.00	
214085	Invoice	03/24/2022	SEIU SALARY GRIEVANCE		0.00	1,423.00	
	100-1300-7068-000B		CONTRACTUAL SERVICES	SEIU SALARY GRIEVANCE		1,423.00	
3186	MWH CONSTRUCTORS INC		03/24/2022	Virtual Payment	0.00	17,417.30	APA000837
21-30505107-29	Invoice	03/23/2022	BRINE LINE INSTALLATION CONSTRUCTIO		0.00	17,417.30	
	710-0000-8030-0000		CAPITAL IMPROVEMENT	BRINE LINE INSTALLATION CONS		17,417.30	
1984	NAPA AUTO PARTS		03/24/2022	Virtual Payment	0.00	1,166.51	APA000838
174687	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	160.50	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		160.50	
174906	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	206.86	
	750-8100-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		206.86	
174926	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	24.21	
	750-8100-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		24.21	
175171	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	50.09	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		50.09	
175467	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	64.56	
	750-8200-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		64.56	
175549	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	87.81	
	750-7100-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		87.81	
175567	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	572.48	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		572.48	
4540	NICHOLAS MARZULLO		03/24/2022	Virtual Payment	0.00	1,119.14	APA000839
11927	Invoice	03/24/2022	PROFESSIONAL SERVICES		0.00	1,119.14	
	100-6050-7068-5600		CONTRACT SVC - TREVIN	PROFESSIONAL SERVICES		575.00	
	100-6050-7068-5600		CONTRACT SVC - TREVIN	PROFESSIONAL SERVICES		544.14	
1317	OCCUPATIONAL HEALTH CENTERS		03/24/2022	Virtual Payment	0.00	65.00	APA000840
74704796	Invoice	03/24/2022	HIRING COSTS		0.00	65.00	
	100-1240-6050-0000		RECRUITMENT AND HIRI	HIRING COSTS		65.00	
2009	O'REILLY AUTO PARTS		03/24/2022	Virtual Payment	0.00	894.77	APA000841
2678-420851	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	232.72	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		232.72	
2678-421045	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	137.70	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	750-8100-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		137.70	
2678-421065	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	66.00	
	750-7600-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		66.00	
2678-421209	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	147.61	
	750-7300-7070-0000	SPECIAL DEPT SUPPLIES		VEHICLE MAINTENANCE		147.61	
2678-421362	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	5.14	
	750-8200-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		5.14	
2678-421409	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	86.88	
	750-8200-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		86.88	
2678-421787	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	35.82	
	750-7300-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		35.82	
2678-422373	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	72.43	
	100-2050-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		45.60	
	750-7300-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		26.83	
2678-422628	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	32.91	
	750-8300-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		32.91	
2678-422708	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	35.82	
	750-7300-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		35.82	
2678-423057	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	41.74	
	750-7600-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		41.74	
2871	PARTS AUTHORITY METRO LLC		03/24/2022	Virtual Payment	0.00	317.70	APA000842
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
062-883284	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	158.85	
	750-7600-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		158.85	
070-806766	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	158.85	
	750-7600-7037-0000	VEHICLE MAINTENANCE		VEHICLE MAINTENANCE		158.85	
2072	POLYDYNE, INC.		03/24/2022	Virtual Payment	0.00	14,363.94	APA000843
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
1622939	Invoice	03/24/2022	CHEMICALS & SUPPLIES		0.00	14,363.94	
	700-4050-7070-0000	SPECIAL DEPT SUPPLIES		CHEMICALS & SUPPLIES		14,363.94	
3652	PRUDENTIAL OVERALL SUPPLY		03/24/2022	Virtual Payment	0.00	399.37	APA000844
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
23292370	Invoice	03/24/2022	WW - Prudential Uniforms		0.00	68.16	
	700-4050-7065-0000	UNIFORMS		WW - Prudential Uniforms		68.16	
23295558	Invoice	03/24/2022	Uniform Rental and Cleaning		0.00	120.99	
	750-7100-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		14.13	
	750-7400-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		30.38	
	750-7600-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		26.05	
	750-7800-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		14.43	
	750-7900-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		17.00	
	750-8300-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		19.00	
23295567	Invoice	03/24/2022	Uniform Rental and Cleaning		0.00	51.47	
	750-7300-7065-0000	UNIFORMS		UNIFORM MAINTENANCE		51.47	
23295571	Invoice	03/24/2022	Uniform Rental and Cleaning		0.00	90.59	
	100-6050-7065-0000	UNIFORMS		Uniform Rental and Cleaning		90.59	
23295572	Invoice	03/24/2022	WW - Prudential Uniforms		0.00	68.16	
	700-4050-7065-0000	UNIFORMS		WW - Prudential Uniforms		68.16	
2091	PURCHASE POWER-1183		03/24/2022	Virtual Payment	0.00	471.60	APA000845

Item 2.

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type / Account Name	Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
8000-9000-0779-	Invoice	03/24/2022	POSTAGE			0.00	471.60	
	100-2050-7025-0000			OFFICE SUPPLIES	POSTAGE	471.60		
2098	QUILL CORPORATON		03/24/2022	Virtual Payment		0.00	338.91	APA000846
23353826	Invoice	03/24/2022	OFFICE SUPPLIES			0.00	154.28	
	100-1200-7025-0000			OFFICE SUPPLIES	OFFICE SUPPLIES	106.45		
	100-3100-7025-0000			OFFICE SUPPLIES	OFFICE SUPPLIES	47.83		
23527868	Invoice	03/24/2022	OFFICE SUPPLIES			0.00	158.36	
	100-1200-7025-0000			OFFICE SUPPLIES	OFFICE SUPPLIES	72.85		
	700-4050-7025-0000			OFFICE SUPPLIES	OFFICE SUPPLIES	85.51		
23596940	Invoice	03/24/2022	OFFICE SUPPLIES			0.00	26.27	
	700-4050-7025-0000			OFFICE SUPPLIES	OFFICE SUPPLIES	26.27		
3479	R3 CONSULTING GROUP, INC		03/24/2022	Virtual Payment		0.00	1,247.50	APA000847
117143	Invoice	03/24/2022	LEGAL SERVICES			0.00	1,247.50	
	120-9663-7300-0000			CONTRACTUAL SERVICES	LEGAL SERVICES	1,247.50		
2104	RAMONA HUMANE SOCIETY INC		03/24/2022	Virtual Payment		0.00	2,897.16	APA000848
COB02282 02/28	Invoice	03/24/2022	Ramona Humane Society Sheltering Servi			0.00	2,897.16	
	100-2000-7068-0000			CONTRACTUAL SERVICES	Ramona Humane Society Shelte	2,897.16		
4410	Ray Allen Manufacturing, LLC		03/24/2022	Virtual Payment		0.00	310.95	APA000849
RINV237740	Invoice	03/24/2022	DEPT SUPPLIES			0.00	310.95	
	100-2080-7070-0000			SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	310.95		
2170	RIVERSIDE COUNTY SHERIFF DEPARTMENT		03/24/2022	Virtual Payment		0.00	2,328.00	APA000850
03/21/22-03/22/	Invoice	03/24/2022	FIREARMS/TACTICAL RIFLE BASIC COURSE			0.00	2,328.00	
	100-2050-7066-0000			TRAVEL, EDUCATION, TRA	FIREARMS/TACTICAL RIFLE BASI	2,328.00		
2238	SAN GORGONIO MEMORIAL HOSPITAL		03/24/2022	Virtual Payment		0.00	1,645.23	APA000851
MED REC 606267	Invoice	03/24/2022	EMPLOYEE MEDICAL SERVICES			0.00	1,645.23	
	100-2050-6019-0000			FIRST AID	EMPLOYEE MEDICAL SERVICES	1,645.23		
3716	SCCI, INC		03/24/2022	Virtual Payment		0.00	250.00	APA000852
205270	Invoice	03/24/2022	EMPLOYEE TRAINING			0.00	250.00	
	700-4050-7066-0000			TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	250.00		
2257	SCOTT FAZEKAS & ASSOCIATES, INC.		03/24/2022	Virtual Payment		0.00	7,854.46	APA000853
21835	Invoice	03/24/2022	SFA, Inc. Plan Check Services			0.00	7,854.46	
	100-2150-7063-0000			PLAN CHECK FEES	SFA, Inc. Plan Check Services	7,854.46		
3835	SEGURA FAMILY INVESTMENT INC		03/24/2022	Virtual Payment		0.00	428.26	APA000854

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
2332	Invoice	03/24/2022	VEHICLE MAINTENANCE		0.00	428.26	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	428.26		
2267	SGP DESIGN AND PRINT		03/24/2022	Virtual Payment	0.00	597.67	APA000855
012514	Invoice	03/24/2022	DEPT SUPPLIES		0.00	597.67	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	597.67		
2289	SIMPLIFILE		03/24/2022	Virtual Payment	0.00	577.00	APA000856
15004319009	Invoice	03/24/2022	RECORDING SERVICES		0.00	577.00	
	100-2030-7068-0000		CONTRACTUAL SERVICES	RECORDING SERVICES	29.00		
	100-3100-7068-0000		CONTRACTUAL SERVICES	RECORDING SERVICES	62.00		
	100-6050-7068-0000		CONTRACTUAL SERVICES	RECORDING SERVICES	3.00		
	700-4050-7068-0000		CONTRACTUAL SERVICES	RECORDING SERVICES	483.00		
3498	SKM ENGINERRING LLC		03/24/2022	Virtual Payment	0.00	8,481.14	APA000857
22639	Invoice	03/23/2022	SCADA SERVICES		0.00	8,481.14	
	700-4050-7068-0000		CONTRACTUAL SERVICES	SCADA SERVICES	8,481.14		
3588	STARLITE RECLAMATION ENVIRONMENTAL SEF		03/24/2022	Virtual Payment	0.00	1,254.95	APA000858
120178	Invoice	03/24/2022	PROFESSIONAL SERVICES		0.00	1,254.95	
	700-4050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES	1,254.95		
4542	SUNRUN INSTALLATIONS SERVICES, INC		03/24/2022	Virtual Payment	0.00	431.97	APA000859
BLDR2021-00915	Invoice	03/24/2022	80% REFUND OF CANCELED PROJECT BM		0.00	217.32	
	100-0000-4310-0000		BUILDING PERMITS AND I	80% REFUND OF CANCELED PR	217.32		
BLDR2021-00915	Invoice	03/24/2022	80% REFUND OF CANCELED PROJECT BM		0.00	214.65	
	100-0000-4310-0000		BUILDING PERMITS AND I	80% REFUND OF CANCELED PR	214.65		
2378	SYMBOL ARTS		03/24/2022	Virtual Payment	0.00	791.23	APA000860
0424659-IN	Invoice	03/24/2022	DEPT SUPPLIES		0.00	791.23	
	100-1200-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	791.23		
2407	THE GAS COMPANY		03/24/2022	Virtual Payment	0.00	3,532.23	APA000861
09712228007 04/	Invoice	03/24/2022	GAS UTILITY		0.00	2,410.61	
	100-6000-7010-6025		UTILITIES - CITY HALL	GAS UTILITY	2,410.61		
10552227000 04/	Invoice	03/24/2022	GAS UTILITY		0.00	28.93	
	100-6000-7010-6040		UTILITIES - POLICE DEPT	GAS UTILITY	28.93		
10552230004 04/	Invoice	03/24/2022	GAS UTILITY		0.00	306.78	
	750-7300-7010-0000		UTILITIES	GAS UTILITY	306.78		
13912227587 04/	Invoice	03/24/2022	GAS UTILITY		0.00	279.08	
	100-6000-7010-6026		UTILITIES - CITY HALL BLD	GAS UTILITY	279.08		
15382227021 04/	Invoice	03/24/2022	GAS UTILITY		0.00	299.32	
	750-7000-7010-0000		UTILITIES	GAS UTILITY	299.32		

Item 2.

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19782338008 04/	Invoice	03/24/2022	GAS UTILITY		0.00	207.51	
	100-6000-7010-6055		UTILITIES - FIRE STATION	GAS UTILITY		207.51	
2457	TYLER WORKS - TECHNOLOGIES		03/24/2022	Virtual Payment	0.00	130.00	APA000862
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
025-369023	Invoice	03/24/2022	SOFTWARE		0.00	130.00	
	100-1230-7071-0000		SOFTWARE	SOFTWARE		130.00	
2465	UNION PACIFIC RAILROAD		03/24/2022	Virtual Payment	0.00	1,449.08	APA000863
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
90113672	Invoice	03/24/2022	PLAN REVIEW		0.00	1,449.08	
	500-0000-7068-0000		CONTRACTUAL SERVICE	PLAN REVIEW		1,449.08	
3101	WRCOG		03/24/2022	Virtual Payment	0.00	424,368.00	APA000864
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
FEBRUARY 2022	Invoice	03/24/2022	TUMF FEES		0.00	424,368.00	
	570-0000-2010-0000		DUE TO WRCOG (TUMF)	TUMF FEES		424,368.00	
2556	XYLEM WATER SOLUTIONS, INC		03/24/2022	Virtual Payment	0.00	3,394.13	APA000865
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number		**Account Name**	**Item Description**	**Distribution Amount**		
3556C10473	Invoice	03/24/2022	WWTP EQUIP/MAINTENANCE/SUPPLIES		0.00	3,394.13	
	700-4050-7070-0000		SPECIAL DEPT SUPPLIES	WWTP EQUIP/MAINTENANCE/S		3,394.13	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	10	0.00	504,121.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
Virtual Payments	113	59	0.00	760,086.47
	164	**70**	**0.00**	**1,264,207.86**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PYBANK-BANK OF HEMET - PAYROLL FED/STATE DEPOSITS						
4446	California State Payroll Taxes	03/25/2022	Bank Draft	0.00	24,509.30	DFT0003626

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
INV0000725	Invoice	03/25/2022	State Withholding	0.00	24,509.30

Account Number	Account Name	Item Description	Distribution Amount
100-0000-2105-0000	PAYROLL SUSPENSE	State Withholding	24,509.30

4445	Federal Deposit	03/25/2022	Bank Draft	0.00	80,188.05	DFT0003627

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
INV0000726	Invoice	03/25/2022	Federal Deposit	0.00	80,188.05

Account Number	Account Name	Item Description	Distribution Amount
100-0000-2105-0000	PAYROLL SUSPENSE	Federal Withholding	61,836.11
100-0000-2105-0000	PAYROLL SUSPENSE	Medicare	18,351.94

Bank Code PYBANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	104,697.35
EFT's	0	0	0.00	0.00
Virtual Payments	0	0	0.00	0.00
	2	**2**	**0.00**	**104,697.35**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	55	12	0.00	512,028.81
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	4	4	0.00	277,319.97
EFT's	16	2	0.00	14,347.27
	188	**78**	**0.00**	**1,563,782.52**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2022	1,563,782.52
			1,563,782.52

AGENDA ITEM NO.

BEAUMONT
CALIFORNIA

WARRANTS TO BE RATIFIED

Friday, April 01, 2022

Printed Checks	111019-111020	$	284.76	Utility Refunds
	111006-111018	$	214,206.07	FY21/22
NvoicePay	APA000866-APA000904	$	67,186.41	
ACH	573-574	$	1,077,107.28	
Manual Payments	DFT0003612, DFT0003624	$	16,736.15	
	A/P Total	$	1,375,235.91	
Bank Drafts	Global Pay	$	98.91	CC Fees
	CalPERS	$	51,072.91	743 Classic
		$	50,968.26	743 Classic
		$	46,540.54	742 Classic
		$	45,450.40	742 Classic
		$	45,172.96	742 Classic
		$	28,115.27	743 Classic
		$	22,976.77	27308 PEPRA
		$	22,964.19	27308 PEPRA
		$	22,728.95	27308 PEPRA
		$	21,254.96	25763 PEPRA
		$	21,230.40	25763 PEPRA
		$	21,230.40	25763 PEPRA
	MG Trust	$	26,548.45	Paydate 03/25/22
		$	1,265.76	Paydate 03/25/22

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

SIGNATURE: _____
TITLE: CITY TREASURER

SIGNATURE: _____
TITLE: FINANCE DIRECTOR

Check Report

City of Beaumont, CA

By Check Number

Date Range: 03/26/2022 - 04/01/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP PY VEND-AP PAYROLL VENDOR - AP PAYABLES						
2264	SEIU	04/01/2022	EFT	0.00	2,224.50	574

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000704	Invoice	03/25/2022	SEIU DUES	0.00	60.00
	100-0000-2061-0000	P.E.R.C. DUES & INS	COPE - SEIU DUES	60.00	
INV0000715	Invoice	03/25/2022	SEIU DUES	0.00	2,164.50
	100-0000-2061-0000	P.E.R.C. DUES & INS	SEIU DUES	2,164.50	

4522	AMERICAN FIDELITY ASSURANCE COMPANY	04/01/2022	Regular	0.00	6,868.43	111013

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000653	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	462.80
	100-0000-2045-0000	PRE PAID LEGAL	AF ACCIDENT	462.80	
INV0000654	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	171.16
	100-0000-2045-0000	PRE PAID LEGAL	AF ACCIDENT - POST	171.16	
INV0000655	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	284.16
	100-0000-2045-0000	PRE PAID LEGAL	AF CANCER	284.16	
INV0000656	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	95.30
	100-0000-2045-0000	PRE PAID LEGAL	AF CANCER - POST	95.30	
INV0000657	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	73.50
	100-0000-2045-0000	PRE PAID LEGAL	AF CRITICAL ILLNESS - POST	73.50	
INV0000658	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	1,111.28
	100-0000-2045-0000	PRE PAID LEGAL	AF DISABILITY - POST	1,111.28	
INV0000659	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	160.22
	100-0000-2045-0000	PRE PAID LEGAL	AF GHI - POST	160.22	
INV0000660	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	58.50
	100-0000-2045-0000	PRE PAID LEGAL	AF TERM LIFE	58.50	
INV0000661	Invoice	03/11/2022	AMERICAN FIDELITY	0.00	1,052.72
	100-0000-2045-0000	PRE PAID LEGAL	AF TERM LIFE - POST	1,052.72	
INV0000693	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	462.80
	100-0000-2045-0000	PRE PAID LEGAL	AF ACCIDENT	462.80	
INV0000694	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	171.16
	100-0000-2045-0000	PRE PAID LEGAL	AF ACCIDENT - POST	171.16	
INV0000695	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	284.16
	100-0000-2045-0000	PRE PAID LEGAL	AF CANCER	284.16	
INV0000696	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	95.30
	100-0000-2045-0000	PRE PAID LEGAL	AF CANCER - POST	95.30	
INV0000697	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	73.50
	100-0000-2045-0000	PRE PAID LEGAL	AF CRITICAL ILLNESS - POST	73.50	
INV0000698	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	1,061.68
	100-0000-2045-0000	PRE PAID LEGAL	AF DISABILITY - POST	1,061.68	
INV0000699	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	160.22
	100-0000-2045-0000	PRE PAID LEGAL	AF GHI - POST	160.22	
INV0000700	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	58.50
	100-0000-2045-0000	PRE PAID LEGAL	AF TERM LIFE	58.50	
INV0000701	Invoice	03/25/2022	AMERICAN FIDELITY	0.00	1,031.47
	100-0000-2045-0000	PRE PAID LEGAL	AF TERM LIFE - POST	1,031.47	

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	Void	04/01/2022	Regular	0.00	0.00	111014
1139	BEAUMONT POLICE OFFICERS ASSOCIATION	04/01/2022	Regular	0.00	3,935.00	111015

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000703	Invoice	03/25/2022	BPOA DUES	0.00	3,935.00
	100-0000-2035-0000	C.O.P.S. DUES	BPOA DUES	3,935.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3675	ZENITH AMERICAN SOLUTIONS	04/01/2022	Regular	0.00	17.42	111016

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000677	Invoice	03/11/2022	ZENITH	0.00	8.71
	100-0000-2085-0000	ZENITH WITHHOLDING	ZENITH	8.71	
INV0000717	Invoice	03/25/2022	ZENITH	0.00	8.71
	100-0000-2085-0000	ZENITH WITHHOLDING	ZENITH	8.71	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1599	GUARDIAN LIFE INSURANCE	03/31/2022	Bank Draft	0.00	8,362.64	DFT0003612

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000679	Invoice	03/11/2022	GUARDIAN	0.00	8,362.64
	100-0000-2040-0000	GUARDIAN VOLUNTARY LI	VOLUNTARY LIFE INSURANCE	671.23	
	100-0000-2200-0000	HEALTH INSURANCE	VISION INSURANCE	846.50	
	100-0000-2200-0000	HEALTH INSURANCE	DENTAL INSURANCE	6,844.91	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1599	GUARDIAN LIFE INSURANCE	03/31/2022	Bank Draft	0.00	8,373.51	DFT0003624

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000719	Invoice	03/25/2022	GUARDIAN	0.00	8,373.51
	100-0000-2040-0000	GUARDIAN VOLUNTARY LI	VOLUNTARY LIFE INSURANCE	698.16	
	100-0000-2200-0000	HEALTH INSURANCE	VISION INSURANCE	787.55	
	100-0000-2200-0000	HEALTH INSURANCE	DENTAL INSURANCE	6,887.80	

Bank Code AP PY VEND Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	3	0.00	10,820.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	2	2	0.00	16,736.15
EFT's	2	1	0.00	2,224.50
Virtual Payments	0	0	0.00	0.00
	25	**7**	**0.00**	**29,781.50**

Item 2.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-AP Bank						
2163	COUNTY OF RIVERSIDE FIRE DEPARTMENT	03/31/2022	EFT	0.00	1,074,882.78	573

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
234709	Invoice	03/31/2022	FIRE PROTECTION SERVICES	0.00	1,074,882.78
	100-2100-7068-0000	CONTRACTUAL SERVICES	FIRE PROTECTION SERVICES	1,074,882.78	

1125	BEAUMONT CHAMBER	03/31/2022	Regular	0.00	322.00	111006

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
10098 CHECK 2	Invoice	03/31/2022	GOOD MORNING BEAUMONT - WHITE	0.00	22.00
	100-1050-7035-0000	LOCAL MEETINGS	GOOD MORNING BEAUMONT -	22.00	
9999 CHECK 2	Invoice	03/31/2022	MEMBERSHIP INVESTMENT	0.00	300.00
	100-1200-7030-0000	DUES & SUBSCRIPTIONS	MEMBERSHIP INVESTMENT	300.00	

3448	CALIFORNIA DEPARTMENT OF FISH AND WILDL	03/31/2022	Regular	0.00	5,748.75	111007

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
03/31/22	Invoice	03/31/2022	WESTSIDE FIRE STATION	0.00	5,748.75
	500-0000-7068-0000	CONTRACTUAL SERVICE	WESTSIDE FIRE STATION	5,748.75	

3569	CALIFORNIA DEPARTMENT OF TAX AND FEE AD	03/31/2022	Regular	0.00	441.00	111008

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2021	Invoice	03/31/2022	2021 SALES AND USE TAX RETURN	0.00	441.00
	100-0000-2060-0000	USE TAX PAYABLE	2021 SALES AND USE TAX RETU	441.00	

1274	CHRISTOPHER RAMOS	03/31/2022	Regular	0.00	715.64	111009

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
03/31/22	Invoice	03/31/2022	REIMBURSEMENT FOR UNIFORM PATCHE	0.00	715.64
	100-2050-7065-0000	CITY UNIFORMS	REIMBURSEMENT FOR UNIFOR	715.64	

4521	FIRE DISTRICTS ASSOCIATION OF CALIFORNIA E	03/31/2022	Regular	0.00	193,801.02	111010

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
APRIL 2022	Invoice	03/31/2022	EMPLOYEE MEDICAL INSURANCE	0.00	193,801.02
	100-0000-2200-0000	HEALTH INSURANCE	EMPLOYEE MEDICAL INSURANC	193,801.02	

3807	KIMBERLY TURNER	03/31/2022	Regular	0.00	624.00	111011

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INVOICE-321	Invoice	03/31/2022	EMPLOYEE EDUCATION	0.00	350.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE EDUCATION	350.00	
INVOICE-322	Invoice	03/31/2022	EMPLOYEE TRAINING	0.00	125.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	125.00	
INVOICE-323	Invoice	03/31/2022	EMPLOYEE TRAINING	0.00	149.00
	100-2050-7066-0000	TRAVEL, EDUCATION, TRA	EMPLOYEE TRAINING	149.00	

2311	SOUTHERN CALIFORNIA EDISON	03/31/2022	Regular	0.00	1,450.18	111012

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date / Account Name	Payment Date / Payable Description / Item Description	Payment Type	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
03/31/22	Invoice	03/31/2022	ELECTRIC UTILITY		0.00	1,450.18	
	100-3250-7010-0000	UTILITIES		ELECTRIC UTILITY		563.84	
	100-3250-7010-008A	UTILITIES (IA 8A)		ELECTRIC UTILITY		38.14	
	100-3250-7010-014A	UTILITIES (IA 14A)		ELECTRIC UTILITY		281.60	
	100-3250-7010-014X	UTILITIES (IA 14)		ELECTRIC UTILITY		58.32	
	100-3250-7010-018X	UTILITIES (IA 18)		ELECTRIC UTILITY		96.21	
	100-3250-7010-019C	UTILITIES (IA 19C)		ELECTRIC UTILITY		87.87	
	100-6050-7010-0000	UTILITIES		ELECTRIC UTILITY		73.05	
	100-6050-7010-002X	UTILITIES IA 2		ELECTRIC UTILITY		112.53	
	100-6050-7010-008C	UTILITIES IA 8C		ELECTRIC UTILITY		20.98	
	100-6050-7010-008E	UTILITIES IA 8E		ELECTRIC UTILITY		21.12	
	100-6050-7010-06A1	UTILITIES IA 6A1		ELECTRIC UTILITY		39.34	
	100-6050-7010-5800	UTILITIES - MICKELSON P		ELECTRIC UTILITY		57.18	
4522	AMERICAN FIDELITY ASSURANCE COMPANY		04/01/2022	Regular	0.00	132.63	111017
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
03/11/22 ADJ	Invoice	03/11/2022	PAYROLL ADJUSTMENTS TO BALANCE INV		0.00	132.63	
	100-0000-2045-0000	PRE PAID LEGAL		PAYROLL ADJUSTMENTS TO BAL		132.63	
1139	BEAUMONT POLICE OFFICERS ASSOCIATION		04/01/2022	Regular	0.00	150.00	111018
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
INV0000316	Invoice	11/11/2021	BPOA DUES		0.00	75.00	
	100-0000-2035-0000	C.O.P.S. DUES		BPOA DUES		75.00	
INV0000439	Invoice	12/31/2021	BPOA DUES		0.00	75.00	
	100-0000-2035-0000	C.O.P.S. DUES		BPOA DUES		75.00	
1023	ADVANCED WORKPLACE STRATEGIES		04/01/2022	Virtual Payment	0.00	1,309.00	APA000866
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
515365	Invoice	03/31/2022	EMPLOYEE MEDICAL SERVICES		0.00	1,309.00	
	100-1240-6050-0000	RECRUITMENT AND HIRI		EMPLOYEE MEDICAL SERVICES		710.50	
	100-3250-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES		137.00	
	100-6050-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES		86.00	
	700-4050-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES		79.50	
	750-7800-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES		79.50	
	750-7900-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES		79.50	
	750-8300-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES		137.00	
1036	ALBERT A. WEBB ASSOCIATES		04/01/2022	Virtual Payment	0.00	848.50	APA000867
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
220336	Invoice	03/31/2022	PROFESSIONAL SERVICES		0.00	848.50	
	710-0000-8030-0000	CAPITAL IMPROVEMENT		PROFESSIONAL SERVICES		848.50	
1042	ALL PURPOSE RENTALS		04/01/2022	Virtual Payment	0.00	79.05	APA000868
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
47488	Invoice	03/31/2022	EQUIPMENT RENTALS - STREETS		0.00	42.24	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES		EQUIPMENT RENTALS - STREETS		42.24	
47638	Invoice	03/31/2022	EQUIPMENT RENTALS - STREETS		0.00	9.20	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES		EQUIPMENT RENTALS - STREETS		9.20	
47639	Invoice	03/31/2022	EQUIPMENT RENTALS - STREETS		0.00	27.61	
	100-3250-7070-0000	SPECIAL DEPT SUPPLIES		EQUIPMENT RENTALS - STREETS		27.61	
1050	AMAZON CAPITAL SERVICES		04/01/2022	Virtual Payment	0.00	1,398.60	APA000869

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Payable Amount	Payment Amount / Distribution Amount	Number
	Account Number		Account Name	Item Description			
1FRT-GNKV-LPDQ	Invoice	03/31/2022	DEPT SUPPLIES		0.00	1,398.60	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	DEPT SUPPLIES		1,398.60	
1053	AMERICAN FORENSIC NURSES		04/01/2022	Virtual Payment	0.00	314.94	APA000870
75856	Invoice	03/31/2022	PROFESSIONAL SERVICES		0.00	251.95	
	100-2050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		251.95	
75857	Invoice	03/31/2022	PROFESSIONAL SERVICES		0.00	62.99	
	100-2050-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		62.99	
1299	CLEAN TECH ENVIRONMENTAL		04/01/2022	Virtual Payment	0.00	541.14	APA000871
459711	Invoice	03/31/2022	VEHICLE MAINTENANCE		0.00	152.45	
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		152.45	
727557	Invoice	03/31/2022	EQUIPMENT RENTAL		0.00	388.69	
	750-7300-7075-0000		EQUIPMENT LEASING/RE	EQUIPMENT RENTAL		388.69	
1344	CREATIVE BUS SALES, INC		04/01/2022	Virtual Payment	0.00	164.33	APA000872
5216393	Invoice	03/31/2022	VEHICLE MAINTENANCE		0.00	164.33	
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE		164.33	
3905	DANIEL GARCIA MONTOYA		04/01/2022	Virtual Payment	0.00	16.00	APA000873
0034963 CHECK 2	Invoice	03/31/2022	EQUIPMENT MAINTENANCE		0.00	16.00	
	100-6050-7090-5999		EQUIP SUPPLIES/MAINT -	EQUIPMENT MAINTENANCE		16.00	
3290	DATAXTEL INC		04/01/2022	Virtual Payment	0.00	606.63	APA000874
4522	Invoice	03/31/2022	PROFESSIONAL SERVICES		0.00	606.63	
	100-1230-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		606.63	
4492	DIRECT 4 BIZ, LLC		04/01/2022	Virtual Payment	0.00	200.00	APA000875
24549	Invoice	03/31/2022	PROFESSIONAL SERVICES		0.00	200.00	
	100-1230-7068-0000		CONTRACTUAL SERVICES	PROFESSIONAL SERVICES		200.00	
1424	DIRECTV		04/01/2022	Virtual Payment	0.00	205.87	APA000876
035168908X2203	Invoice	03/31/2022	BUILDING UTILITY		0.00	59.44	
	100-6000-7010-6060		UTILITIES - 713 W 4TH ST	BUILDING UTILITY		59.44	
035168915X2203	Invoice	03/31/2022	BUILDING UTILITY		0.00	86.99	
	100-6000-7010-6065		UTILITIES - 550 CALIF AVE	BUILDING UTILITY		86.99	
051553389X2203	Invoice	03/31/2022	BUILDING UTILITY		0.00	59.44	
	100-6000-7010-6028		UTILITIES - CITY HALL BLD	BUILDING UTILITY		59.44	
1501	FAIRVIEW FORD		04/01/2022	Virtual Payment	0.00	438.97	APA000877

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
885386	Invoice	03/31/2022	VEHICLE MAINTENANCE		0.00	409.99	
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	409.99		
886076	Invoice	03/31/2022	VEHICLE MAINTENANCE		0.00	28.98	
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	28.98		
3212	FLEET SERVICES, INC. - SAN BERNARDINO		04/01/2022	Virtual Payment	0.00	920.36	APA000878
05P77085	Invoice	03/31/2022	VEHICLE MAINTENANCE		0.00	920.36	
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	920.36		
1518	FLYERS ENERGY		04/01/2022	Virtual Payment	0.00	2,498.85	APA000879
CFS-2918128	Invoice	03/31/2022	FUEL EXPENSE		0.00	1,134.56	
	750-7600-7050-0000		FUEL	FUEL EXPENSE	644.89		
	750-7900-7050-0000		FUEL	FUEL EXPENSE	78.14		
	750-8300-7050-0000		FUEL	FUEL EXPENSE	411.53		
CFS-2919588	Invoice	03/31/2022	FUEL EXPENSE		0.00	1,364.29	
	750-7600-7050-0000		FUEL	FUEL EXPENSE	481.21		
	750-7900-7050-0000		FUEL	FUEL EXPENSE	363.39		
	750-8300-7050-0000		FUEL	FUEL EXPENSE	519.69		
1533	FRONTIER COMMUNICATIONS		04/01/2022	Virtual Payment	0.00	2,188.02	APA000880
951-197-0708-12	Invoice	03/31/2022	PHONE UTILITY		0.00	1,190.00	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY	1,190.00		
951-197-0835-05	Invoice	03/31/2022	PHONE UTILITY		0.00	800.00	
	700-4050-7015-0000		TELEPHONE	PHONE UTILITY	800.00		
951-769-8537-03	Invoice	03/31/2022	PHONE UTILITY		0.00	115.11	
	100-1230-7015-6060		TELEPHONE (4th ST YARD	PHONE UTILITY	115.11		
951-769-8538-06	Invoice	03/31/2022	PHONE UTILITY		0.00	82.91	
	100-1230-7015-6048		TELEPHONE (POOL)	PHONE UTILITY	82.91		
3572	HECTOR ALVARADO		04/01/2022	Virtual Payment	0.00	2,130.00	APA000881
1736	Invoice	03/31/2022	Bus Wash and Detail		0.00	2,130.00	
	750-7100-7068-0000		CONTRACTUAL SERVICES	BUS WASHING	300.00		
	750-7400-7068-0000		CONTRACTUAL EXPENSES	BUS WASH AND DETAIL	630.00		
	750-7600-7068-0000		CONTRACTUAL SERVICES	BUS WASH AND DETAIL	450.00		
	750-7800-7068-0000		CONTRACTUAL SERVICES	BUS WASH AND DETAIL	200.00		
	750-7900-7068-0000		CONTRACTUAL SERVICES	BUS WASH AND DETAIL	200.00		
	750-8100-7068-0000		CONTRACTUAL SERVICES	BUS WASH AND DETAIL	100.00		
	750-8200-7068-0000		CONTRACTUAL SERVICES	BUS WASH AND DETAIL	100.00		
	750-8300-7068-0000		CONTRACTUAL SERVICES	BUS WASH AND DETAIL	150.00		
3271	KS STATEBANK		04/01/2022	Virtual Payment	0.00	23,661.54	APA000882
53429-4-2022	Invoice	03/31/2022	VACTOR AND PATCH TRUCK PAYMENTS		0.00	11,830.77	
	100-3250-8060-0000		VEHICLES	VACTOR AND PATCH TRUCK PAY	3,194.31		
	700-4050-8060-0000		VEHICLES	VACTOR AND PATCH TRUCK PAY	8,636.46		
53429-5-2022	Invoice	03/31/2022	VACTOR AND PATCH TRUCK PAYMENTS		0.00	11,830.77	
	100-3250-8060-0000		VEHICLES	VACTOR AND PATCH TRUCK PAY	3,194.31		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
700-4050-8060-0000	VEHICLES		VACTOR AND PATCH TRUCK PAY	8,636.46		
1984	NAPA AUTO PARTS	04/01/2022	Virtual Payment	0.00	1,103.50	APA000883

Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
175465	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	264.03
	750-7300-7030-0000		DUES & SUBSCRIPTIONS	VEHICLE MAINTENANCE	264.03	
175677	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	143.81
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	143.81	
175682	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	14.54
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	14.54	
175716	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	37.70
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	37.70	
175739	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	26.93
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	26.93	
175923	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	70.99
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	70.99	
175958	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	245.89
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	245.89	
175959	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	208.07
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	208.07	
175960	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	20.45
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	20.45	
175963	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	150.83
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	150.83	
176114	Credit Memo	03/30/2022	VEHICLE MAINTENANCE		0.00	-79.74
	750-7400-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-79.74	

2009	O'REILLY AUTO PARTS	04/01/2022	Virtual Payment	0.00	809.39	APA000884

Payable #	Payable Type / Account Number	Post Date	Payable Description / Account Name	Item Description	Discount Amount / Distribution Amount	Payable Amount
2678-414390	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	13.46
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	13.46	
2678-421639	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	163.87
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	163.87	
2678-421809	Credit Memo	03/30/2022	VEHICLE MAINTENANCE		0.00	-163.87
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-163.87	
2678-422877	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	45.51
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	45.51	
2678-422935	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	84.37
	100-2050-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	84.37	
2678-423044	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	232.72
	750-7600-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	232.72	
2678-423328	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	280.13
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	280.13	
2678-423409	Credit Memo	03/30/2022	VEHICLE MAINTENANCE		0.00	-280.13
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-280.13	
2678-423917	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	33.95
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	33.95	
2678-423982	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	350.17
	750-7300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	350.17	
2678-424658	Invoice	03/30/2022	VEHICLE MAINTENANCE		0.00	49.21
	750-8300-7037-0000		VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	49.21	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2039	PARKHOUSE TIRE, INC.	04/01/2022	Virtual Payment	0.00	162.00	APA000885

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2030212030	Invoice	03/30/2022	VEHICLE MAINTENANCE	0.00	162.00
	750-7300-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	162.00	

2871	PARTS AUTHORITY METRO LLC	04/01/2022	Virtual Payment	0.00	352.61	APA000886

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
48869	Credit Memo	03/30/2022	VEHICLE MAINTENANCE	0.00	-134.11
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	-134.11	
806766	Invoice	03/30/2022	VEHICLE MAINTENANCE	0.00	158.85
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	158.85	
880127	Invoice	03/30/2022	VEHICLE MAINTENANCE	0.00	134.11
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	134.11	
883284	Invoice	03/30/2022	VEHICLE MAINTENANCE	0.00	158.85
	750-7600-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	158.85	
973504	Invoice	03/30/2022	VEHICLE MAINTENANCE	0.00	34.91
	100-2050-7037-0000	VEHICLE MAINTENANCE	VEHICLE MAINTENANCE	34.91	

4547	PINPROS, INC	04/01/2022	Virtual Payment	0.00	5,775.15	APA000887

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
4348	Invoice	03/30/2022	DEPT SUPPLIES	0.00	4,070.20
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	4,070.20	
4351	Invoice	03/30/2022	DEPT SUPPLIES	0.00	1,704.95
	100-2050-7070-0000	SPECIAL DEPT SUPPLIES	DEPT SUPPLIES	1,704.95	

3642	PLACEWORKS, INC	04/01/2022	Virtual Payment	0.00	6,331.25	APA000888

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
77887	Invoice	03/31/2022	Exeter - Summit Station EIR Peer Review	0.00	6,331.25
	100-1350-7068-0000	CONTRACTUAL SERVICES	Exeter - Summit Station EIR Peer	6,331.25	

3652	PRUDENTIAL OVERALL SUPPLY	04/01/2022	Virtual Payment	0.00	331.14	APA000889

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
23276285	Invoice	03/31/2022	WW - Prudential Uniforms	0.00	85.41
	700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms	85.41	
23282658	Invoice	03/31/2022	Streets - Prudential Uniforms	0.00	58.31
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	58.31	
23285874	Invoice	03/31/2022	Streets - Prudential Uniforms	0.00	58.31
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	58.31	
23292322	Invoice	03/31/2022	Streets - Prudential Uniforms	0.00	58.31
	100-3250-7065-0000	CITY UNIFORMS	Streets - Prudential Uniforms	58.31	
23298794	Invoice	03/31/2022	WW - Prudential Uniforms	0.00	70.80
	700-4050-7065-0000	UNIFORMS	WW - Prudential Uniforms	70.80	

2098	QUILL CORPORATON	04/01/2022	Virtual Payment	0.00	17.01	APA000890

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
23286309	Invoice	03/30/2022	OFFICE SUPPLIES	0.00	17.01
	100-2050-7025-0000	OFFICE SUPPLIES	OFFICE SUPPLIES	17.01	

2105	RANCHO READY MIX	04/01/2022	Virtual Payment	0.00	696.60	APA000891

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount	Payment Amount / Payable Amount	Number
	Account Number	Account Name		Item Description	Distribution Amount		
130752	Invoice	03/30/2022	PROFESSIONAL SERVICES		0.00	696.60	
	100-3250-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	696.60		
4410	Ray Allen Manufacturing, LLC		04/01/2022	Virtual Payment	0.00	21.54	APA000892
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
RINV239721	Invoice	03/30/2022	DEPT SUPPLIES		0.00	21.54	
	100-2080-7070-0000	SPECIAL DEPT SUPPLIES		DEPT SUPPLIES	21.54		
1113	RYAN M. WESTBROOK INC		04/01/2022	Virtual Payment	0.00	12.00	APA000893
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
776420	Invoice	03/31/2022	ANIMAL CARE SERVICES		0.00	12.00	
	100-2000-7068-0000	CONTRACTUAL SERVICES		ANIMAL CARE SERVICES	12.00		
2238	SAN GORGONIO MEMORIAL HOSPITAL		04/01/2022	Virtual Payment	0.00	227.10	APA000894
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
567937775	Invoice	03/30/2022	EMPLOYEE MEDICAL SERVICES		0.00	227.10	
	100-2050-6019-0000	FIRST AID		EMPLOYEE MEDICAL SERVICES	227.10		
4434	SCOTT BROSIOUS		04/01/2022	Virtual Payment	0.00	2,016.00	APA000895
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
B0316222	Invoice	03/30/2022	PROFESSIONAL SERVICES		0.00	2,016.00	
	100-1230-7068-0000	CONTRACTUAL SERVICES		PROFESSIONAL SERVICES	2,016.00		
2333	STANCIL CORPORATION		04/01/2022	Virtual Payment	0.00	2,947.00	APA000896
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
11280	Invoice	03/30/2022	SOFTWARE		0.00	2,947.00	
	100-1230-7071-0000	SOFTWARE		SOFTWARE	2,947.00		
4327	TEC EQUIPMENT INC		04/01/2022	Virtual Payment	0.00	650.00	APA000897
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
5021797XS	Invoice	03/30/2022	PROFESSIONAL SERVICES		0.00	650.00	
	750-7600-7053-0000	PERMITS, FEES AND LICE		PROFESSIONAL SERVICES	650.00		
2873	TPX COMMUNICATIONS		04/01/2022	Virtual Payment	0.00	520.50	APA000898
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
154633737-0	Invoice	03/30/2022	PHONE UTILITY		0.00	520.50	
	100-1230-7015-6040	TELEPHONE (POLICE DPT)		PHONE UTILITY	520.50		
3095	TRENCH SHORING COMPANY		04/01/2022	Virtual Payment	0.00	765.00	APA000899
Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount	
	Account Number	Account Name		Item Description	Distribution Amount		
RI20176102	Invoice	03/31/2022	Street Dept Rentals		0.00	306.00	
	100-3250-7075-0000	EQUIPMENT LEASING/RE		Street Dept Rentals	306.00		
RI20176311	Invoice	03/31/2022	Street Dept Rentals		0.00	459.00	
	100-3250-7075-0000	EQUIPMENT LEASING/RE		Street Dept Rentals	459.00		
2457	TYLER WORKS - TECHNOLOGIES		04/01/2022	Virtual Payment	0.00	845.00	APA000900

Vendor Number / Payable #	Vendor Name / Payable Type / Account Number	Post Date	Payment Date / Payable Description / Account Name	Payment Type / Item Description	Discount Amount / Discount Amount / Distribution Amount	Payment Amount / Payable Amount	Number
025-369537	Invoice	03/30/2022	SOFTWARE		0.00	845.00	
	100-1230-7071-0000		SOFTWARE	SOFTWARE	845.00		
2466	UNITED RENTALS		04/01/2022	Virtual Payment	0.00	2,431.72	APA000901
199366539-004	Invoice	03/30/2022	EQUIPMENT RENTAL		0.00	2,095.18	
	100-3250-7075-0000		EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	2,095.18		
199366539-006	Invoice	03/30/2022	EQUIPMENT RENTAL		0.00	336.54	
	100-3250-7075-0000		EQUIPMENT LEASING/RE	EQUIPMENT RENTAL	336.54		
2490	VERIZON BUSINESS SERVICE		04/01/2022	Virtual Payment	0.00	1,559.96	APA000902
72145112	Invoice	03/30/2022	PHONE UTILITY		0.00	1,559.96	
	100-1230-7015-6040		TELEPHONE (POLICE DPT)	PHONE UTILITY	1,559.96		
2518	VULCAN MATERIALS		04/01/2022	Virtual Payment	0.00	743.76	APA000903
73217057	Invoice	03/31/2022	ST - SPECIAL DEPT SUPPLIES		0.00	528.33	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	ST - SPECIAL DEPT SUPPLIES	528.33		
73217058	Invoice	03/31/2022	ST - SPECIAL DEPT SUPPLIES		0.00	215.43	
	100-3250-7070-0000		SPECIAL DEPT SUPPLIES	ST - SPECIAL DEPT SUPPLIES	215.43		
3636	WEST COAST EQUIPMENT LLC		04/01/2022	Virtual Payment	0.00	1,346.38	APA000904
W20967-1	Invoice	03/30/2022	EQUIPMENT MAINTENANCE		0.00	1,346.38	
	700-4050-7090-0000		EQUIPMENT SUPPLIES/M	EQUIPMENT MAINTENANCE	1,346.38		

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	9	0.00	203,385.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	1	1	0.00	1,074,882.78
Virtual Payments	83	39	0.00	67,186.41
	97	**49**	**0.00**	**1,345,454.41**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	34	12	0.00	214,206.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	2	2	0.00	16,736.15
EFT's	3	2	0.00	1,077,107.28
Virtual Payments	83	39	0.00	67,186.41
	122	**56**	**0.00**	**1,375,235.91**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2022	1,294,721.52
999	POOLED CASH	4/2022	80,514.39
			1,375,235.91

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE April 19, 2022

SUBJECT: **FY2022 General Fund and Wastewater Fund Budget to Actual through March 2022 and Third Quarter Investment Report and Certification**

Background and Analysis:

City staff has updated the analysis of the General Fund and Wastewater Fund for FY2022 with results through March 2022.

General Fund Analysis:

- Seven months of sales tax has been received and has exceeded budget,
- Real property taxes are trending higher than budget,
- Increased building permit activity in comparison to prior years and has exceeded budget,
- 20 of 26 pay periods have been reported and costs are trending lower than budget,
- Utilities are trending higher than budget, and
- Contractual services are trending lower than budget. Two quarters of fire service invoices has been paid thus far totaling $1,977,775.07.

The attached report (Attachment A) provides preliminary estimates reflecting nine months into FY2022. Estimate values can change as activity is recorded. Property tax is received in January and May of each year and is estimated to exceed budget. Seven months of sales tax has been received and has exceeded budget. Building permit activity has also exceeded budget. Personnel costs are trending to have a savings, twenty of twenty-six pay periods have been recorded. Utilities are trending high and contractual services are estimated to be below budget. On August 3, 2021, City Council approved a budget amendment for unspent prior year appropriations and reappropriated $214,799 for FY2022. This allows for $741,845 of available funds for City Council to appropriate throughout the year.

Wastewater Fund Analysis:

- Four of six utility billings recorded and trending lower than budget,
- 20 of 26 pay periods recorded and costs are trending lower than budget,
- Utilities are trending higher than budget, and
- Contractual services are trending lower than budget.

Based on year-end projections the Wastewater Fund is trending to have approximately $325,000 to be retained for utility reserves for FY2022. This is driven by savings in both personnel and operating costs.

FY2022 Third Quarter Investment Report and Certification

Pursuant to the City's Investment Policy approved on May 18, 2021, and in accordance with Government Code Section 53646(8)(1), the Quarterly Investment Report is included in this report. City staff has added investments held with the third-party trustees to the report for compliance with the investment policy and a Pooled Cash Report to complement the quarterly reports.

The significant transactions during the quarter were as follows:

- Wire transfer from Citibank to Trustee US Bank in the amount of $2,500,000 for investment within the pension 115 trust,
- Wire transfer from LAIF to Trustee US Bank in the amount of $30,000,000 for investment within the portfolio managed by Public Trust Advisors,
- Wire transfer from Citibank to Trustee Wilmington in the amount of $6,566,991.44 for March 1 debt service payment,
- LAIF interest for the quarter ended December 31, 2021, was credited to the City's LAIF account in January in the amount of $42,983.68. In comparison, the interest earned in the same quarter for the previous year was $101,237.13 which is due to an interest rate decrease from .540% to .212%, and
- Interest earned on the portfolio managed by Public Trust Advisors is recorded monthly and for Q1 totals $7,943.28.

Fiscal Impact:

City staff estimates the cost to prepare this report is $311.

Recommended Action:

Receive and file attached reports.

Attachments:

A. General Fund Budget to Actual through March 2022
B. Wastewater Fund Budget to Actual through March 2022
C. Pooled Cash Investments Holding Report as of March 31, 2022
D. Pooled Cash Report as of March 31, 2022
E. Investment Certification for Quarter Ending March 31, 2022
F. Wilmington Trust Security Listing as of March 31, 2022
G. Public Trust Investment Report as of March 31, 2022

Budget Comparison Report
City of Beaumont, CA
General Fund Budget to Actual through March 2022

Beginning Fund Balance **17.5M**

		2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	2021-2022 YTD Activity Through Per	Parent Budget 2021-2022 V3	Estimate	Notes
Category: 40 - TAXES							
	400 - Real Property Taxes	3,313,501.23	3,761,325.25	3,906,406.59	6,516,588.00	6,703,535.00	
	403 - Personal Property Taxes	254,416.12	210,630.22	238,447.81	277,822.00	221,115.00	
	409 - Sales Taxes	3,511,125.61	4,378,474.95	11,604,938.67	7,402,550.00	17,540,751.00	**Sales tax has exceeded budget**
	420 - Other Taxes	3,780,262.28	4,365,111.40	4,781,605.54	8,462,873.00	8,663,382.00	
Total Category: 40 - TAXES:		**10,859,305.24**	**12,715,541.82**	**20,531,398.61**	**22,659,833.00**	**33,128,783.00**	
Category: 41 - LICENSES							
	430 - Business Licenses	149,797.81	221,544.03	152,258.22	405,000.00	402,635.00	
Total Category: 41 - LICENSES:		**149,797.81**	**221,544.03**	**152,258.22**	**405,000.00**	**405,635.00**	
Category: 42 - PERMITS							
	450 - Building Permits	1,747,448.80	1,280,928.98	3,187,964.04	2,857,250.00	3,960,700.00	**Building permit activity has exceeded budget**
	453 - Inspections	145,670.33	200,150.70	31,375.00	376,200.00	45,636.00	
	456 - Other Permits	407,024.33	368,833.36	521,871.75	746,575.00	776,692.00	
	515 - Public Works	(72,380.00)	-	6,539.98	-	9,512.00	
Total Category: 42 - PERMITS:		**2,227,763.46**	**1,849,913.04**	**3,747,750.77**	**3,980,025.00**	**4,792,540.00**	
Category: 43 - FRANCHISE FEES							
	406 - Franchise Fees	7,395,475.49	2,401,200.76	2,336,591.66	3,111,474.00	3,197,451.00	**Franchise fees estimated to exceed budget**
Total Category: 43 - FRANCHISE FEES:		**7,395,475.49**	**2,401,200.76**	**2,336,591.66**	**3,111,474.00**	**3,197,451.00**	
Category: 45 - INTERGOVERNMENTAL							
	465 - State	-	-	-	-		
	470 - Local	2,549.65	-	-	-		
Total Category: 45 - INTERGOVERNMENTAL:		**2,549.65**	**-**	**-**	**-**		
Category: 47 - CHARGES FOR SERVICE							
	500 - Sanitation	112,614.53	122,138.50	(23,189.88)	-	-	
	505 - Animal Control	74,318.48	85,316.11	74,233.25	111,564.00	111,237.00	
	510 - Community Development	4,672.00	4,156.00	4,524.00	6,135.00	4,337.00	
	515 - Public Works	7,848.00	49,237.06	63,913.44	15,500.00	6,000.00	
	525 - Abatements	40,212.33	53,256.40	58,084.63	67,399.00	83,926.00	

	530 - Public Safety	180,304.78	238,401.50	424,917.43	611,696.00	586,552.00	
	535 - Facilities	93,484.42	68,983.95	137,197.72	131,020.00	196,597.00	
	540 - Programs	77,882.00	1,915.00	14,152.00	18,750.00	16,488.00	
	545 - Other	119,215.06	79,931.76	96,559.38	280,050.00	143,317.00	
Total Category: 47 - CHARGES FOR SERVICE:		**710,551.60**	**703,336.28**	**850,391.97**	**1,242,114.00**	**1,148,454.00**	
Category: 50 - FINES AND FORFEITURES							
	555 - Vehicle	57,817.12	52,852.05	67,614.16	76,608.00	86,990.00	
	557 - Other	31,340.14	9,233.84	34,238.49	52,195.00	40,777.00	
Total Category: 50 - FINES AND FORFEITURES:		**89,157.26**	**62,085.89**	**101,852.65**	**128,803.00**	**127,767.00**	
Category: 53 - COST RECOVERY							
	465 - State	24,854.02	-	15,159.44	20,000.00	22,050.00	
	565 - Other Income	509,055.04	138,270.07	342,982.34	432,500.00	558,705.00	
Total Category: 53 - COST RECOVERY:		**533,909.06**	**138,270.07**	**358,141.78**	**452,500.00**	**580,755.00**	
Category: 54 - MISCELLANEOUS REVENUES							
	560 - Investment Earnings	(79,674.40)	(13,177.22)	18,386.11	275,000.00	36,911.00	
	565 - Other Income	31,178.44	19,070.63	146,491.63	34,000.00	253,455.00	
Total Category: 54 - MISCELLANEOUS REVENUES:		**(48,495.96)**	**5,893.41**	**164,877.74**	**309,000.00**	**290,366.00**	
Category: 58 - OTHER FINANCING SOURCES							
	595 - Sale of Assets	26,203.35	-	2,471.18	-	3,208.00	
	599 - Other	(31.75)	(26.94)	(26.70)	-	-	
Total Category: 58 - OTHER FINANCING SOURCES:		**26,171.60**	**(26.94)**	**2,444.48**	**-**	**3,208.00**	
Category: 90 - TRANSFERS							
	900 - Transfers	1,954,181.50	6,982,755.25	4,006,311.98	7,859,575.00	7,859,575.00	**All transfers expected to be made**
Total Category: 90 - TRANSFERS:		**1,954,181.50**	**6,982,755.25**	**4,006,311.98**	**7,859,575.00**	**7,859,575.00**	
	Total Revenue	**23,900,366.71**	**25,080,513.61**	**32,252,019.86**	**40,148,324.00**	**51,534,534.00**	
Category: 60 - PERSONNEL SERVICES							
	600 - SALARIES AND WAGES	8,772,410.86	9,061,640.28	10,319,017.69	14,823,198.00	14,785,459.00	**20 of 26 pay periods**
	610 - BENEFITS	5,023,103.65	4,486,515.57	4,346,136.32	6,577,935.00	6,282,476.00	
	615 - OTHER	187,671.70	199,114.98	226,002.78	304,570.00	343,803.00	
	699 - OTHER	20,492.20	20,913.96	22,964.87	95,850.00	95,850.00	
Total Category: 60 - PERSONNEL SERVICES:		**14,003,678.41**	**13,768,184.79**	**14,914,121.66**	**21,801,553.00**	**21,507,588.00**	
Category: 65 - OPERATING COSTS							
	615 - OTHER	27,938.56	39,482.40	45,743.35	35,000.00	57,780.00	
	650 - UTILITIES	1,236,516.48	1,322,352.43	1,434,340.68	1,624,392.00	1,912,454.00	**Utilities estimated to exceed budegt**
	655 - ADMINISTRATIVE	310,650.37	313,636.74	427,792.78	642,892.00	598,909.00	
	660 - FLEET COSTS	295,319.81	290,023.00	361,019.65	415,389.00	505,427.00	
	665 - PROGRAM COSTS	469,746.87	520,378.06	462,225.53	750,250.00	647,115.00	
	670 - REPAIRS AND MAINTENANCE	256,245.30	516,238.01	449,738.43	885,627.00	719,581.49	
	675 - SUPPLIES	233,690.64	183,249.16	387,636.68	998,261.00	816,848.91	
	680 - SPECIAL SERVICES	582,309.21	139,471.96	271,456.17	906,200.00	761,941.56	

	690 - CONTRACTUAL SERVICES	2,936,638.58	4,169,117.12	4,003,535.88	7,813,297.00	7,126,901.00	**Contractual servic estimated to be below budget**
	697 - ADMIN OVERHEAD	(562,500.00)	-	3,498.49	-	-	
	699 - OTHER	1,168,938.67	1,565,166.81	1,864,442.16	1,955,874.00	1,955,874.00	
Total Category: 65 - OPERATING COSTS:		**6,955,494.49**	**9,059,115.69**	**9,711,429.80**	**16,027,182.00**	**15,102,831.96**	
Category: 70 - CAPITAL IMPROVEMENTS							
	700 - EQUIPMENT	40,141.61	56,209.31	264,672.53	344,751.00	344,751.00	
	703 - FURNITURE	6,465.81	-	-	-		
	705 - VEHICLE	239,251.19	387,633.88	483,772.23	848,626.00	848,626.00	
	710 - STRUCTURE	-	-	125,000.00	-		
Total Category: 70 - CAPITAL IMPROVEMENTS:		**285,858.61**	**443,843.19**	**873,444.76**	**1,193,377.00**	**1,193,377.00**	
Category: 77 - CONTINGENCY							
	770 - CONTINGENCY	-	-	24,500.00	150,000.00	150,000.00	
Total Category: 77 - CONTINGENCY:		**-**	**-**	**24,500.00**	**150,000.00**	**150,000.00**	
Category: 90 - TRANSFERS							
	900 - Transfers	45,194.35	380,454.99	-	449,166.00	449,166.00	
Total Category: 90 - TRANSFERS:		**45,194.35**	**380,454.99**	**-**	**449,166.00**	**449,166.00**	
Total Expenses		**21,290,225.86**	**23,651,598.66**	**25,523,496.22**	**39,621,278.00**	**38,402,962.96**	
Total Fund - 100 General Fund		**2,610,140.85**	**1,428,914.95**	**6,728,523.64**	**527,046.00**	**13,131,571.04**	
	Add Back Reapppropriation of Unspent Funds				**214,799.00**	**214,799.00**	
	Funds Over(Under) Budget				**741,845.00**	**13,346,370.04**	
	Estimated Ending Fund Balance					**30.8m**	

Budget Comparison Report
City of Beaumont, CA
Budget to Actual through March 2022

Beginning Fund Balance **$6.4m**

		2019-2020 YTD Activity Through Per	2020-2021 YTD Activity Through Per	2021-2022 YTD Activity Through Per	Parent Budget 2021-2022 V3	FY2022 Estimate	Notes
Category: 42 - PERMITS							
	453 - Inspections	-	-	150.00	-	150.00	
Total Category: 42 - PERMITS:		**-**	**-**	**150.00**	**-**	**150.00**	
Category: 50 - FINES AND FORFEITURES							
	557 - Other	1,000.00	1,945.93	1,600.00	5,000.00	5,000.00	
Total Category: 50 - FINES AND FORFEITURES:		**1,000.00**	**1,945.93**	**1,600.00**	**5,000.00**	**5,000.00**	
Category: 53 - COST RECOVERY							
	565 - Other Income	6,236.10	2,823.00	283.28	5,000.00	3,000.00	
Total Category: 53 - COST RECOVERY:		**6,236.10**	**2,823.00**	**283.28**	**5,000.00**	**3,000.00**	
Category: 54 - MISCELLANEOUS REVENUES							
	560 - Investment Earnings	40,158.22	16,638.37	5,293.33	25,000.00	25,000.00	
Total Category: 54 - MISCELLANEOUS REVENUES:		**40,158.22**	**16,638.37**	**5,293.33**	**25,000.00**	**25,000.00**	
Category: 56 - PROPRIETARY REVENUES							
	570 - WasteWater	6,727,883.09	7,073,101.94	7,838,913.40	12,300,500.00	11,993,537.00	**4 of 6 billings recorded, estimated below budget**
Total Category: 56 - PROPRIETARY REVENUES:		**6,727,883.09**	**7,073,101.94**	**7,838,913.40**	**12,300,500.00**	**11,993,537.00**	
Category: 58 - OTHER FINANCING SOURCES							
	599 - Other	780.00	-	1,980.00	-	-	
Total Category: 58 - OTHER FINANCING SOURCES:		**780.00**	**-**	**1,980.00**	**-**	**-**	
Total Revenue		**6,776,057.41**	**7,094,509.24**	**7,848,220.01**	**12,335,500.00**	**12,026,687.00**	
Category: 60 - PERSONNEL SERVICES							
	600 - SALARIES AND WAGES	860,462.84	857,256.53	1,077,948.97	1,743,067.00	1,601,333.00	**20 of 26 pay periods recorded**
	610 - BENEFITS	262,231.81	265,610.65	353,738.12	648,237.00	559,859.00	
	615 - OTHER	13,920.48	13,181.14	16,187.81	24,103.00	21,465.00	
	699 - OTHER	965.36	2,048.76	1,860.24	12,300.00	12,300.00	
Total Category: 60 - PERSONNEL SERVICES:		**1,137,580.49**	**1,138,097.08**	**1,449,735.14**	**2,427,707.00**	**2,194,957.00**	
Category: 65 - OPERATING COSTS							
	615 - OTHER	-	-	-	-		
	650 - UTILITIES	596,718.37	636,136.16	621,049.23	767,796.00	931,573.00	**Utilities estimated to exceed budg**

	655 - ADMINISTRATIVE	101,590.17	197,049.86	124,516.50	187,475.00	174,323.00	
	660 - FLEET COSTS	21,086.76	28,336.01	34,476.49	34,820.00	54,300.00	**Fleet costs estimated to exceed budget**
	670 - REPAIRS AND MAINTENANCE	43,581.26	25,913.03	56,756.95	96,200.00	82,189.00	
	675 - SUPPLIES	143,069.49	275,278.94	324,370.42	553,900.00	466,143.00	**Supplies estimated below budget**
	690 - CONTRACTUAL SERVICES	558,274.18	575,213.78	729,278.54	1,318,816.00	1,222,371.00	**Contractual services estimated below budget**
	697 - ADMIN OVERHEAD	487,500.00	-	-	-	-	
	699 - OTHER	92,024.57	65,144.04	192,995.10	562,106.00	242,975.00	**Other estimated below budget**
Total Category: 65 - OPERATING COSTS:		**2,043,844.80**	**1,803,071.82**	**2,083,443.23**	**3,521,113.00**	**3,173,874.00**	
Category: 70 - CAPITAL IMPROVEMENTS							
	700 - EQUIPMENT	-	124,208.26	244,549.63	95,000.00	344,550.00	
	705 - VEHICLE	-	-	174,837.22	405,582.00	365,291.00	
	750 - OTHER	-	-	-	263,693.00	-	
Total Category: 70 - CAPITAL IMPROVEMENTS:		**-**	**124,208.26**	**419,386.85**	**764,275.00**	**709,841.00**	
Category: 90 - TRANSFERS							
	900 - Transfers	3,858,375.12	5,469,371.35	3,062,650.90	5,622,405.00	5,622,405.00	**All transfers expected to be made**
Total Category: 90 - TRANSFERS:		**3,858,375.12**	**5,469,371.35**	**3,062,650.90**	**5,622,405.00**	**5,622,405.00**	
Total Expense		**7,039,800.41**	**8,534,748.51**	**7,015,216.12**	**12,335,500.00**	**11,701,077.00**	
Total Fund 700 - Wastewater Fund		**(263,743.00)**	**(1,440,239.27)**	**833,003.89**	**-**	**325,610.00**	
	Estimated Ending Fund Balance					**$6.7m**	

CITY OF BEAUMONT
POOLED INVESTMENT PORTFOLIO HOLDINGS
March 31, 2022

DESCRIPTION OF SECURITY	COUPON RATE	MATURITY DATE	*INVEST RATING	PURCH DATE	COST VALUE	MARKET VALUE
Deposit Accounts						
Citibank Checking (Pooled Cash)	N/A	N/A	NR	N/A	46,042,233.57	46,042,233.57
Bank of Hemet - Payroll	N/A	N/A	NR	N/A	689,511.79	689,511.79
Bank of Hemet - Gas Tax	0.1	N/A	NR	N/A	3,296,921.27	3,296,921.27
Bank of Hemet - Evidence and Seizure Fund	0.1	N/A	NR	N/A	308,578.08	308,578.08
Bank of Hemet - Construction	0.1	N/A	NR	N/A	4,703,096.79	4,703,096.79
						55,040,341.50
Certificates of Deposit						
Bank of Hemet	0.75	3/27/2023	NR	3/27/2019	200,000.00	204,553.77
Local Agency Investment Fund (LAIF)	N/A	Varies	NR	Varies	44,707,020.08	44,707,020.08
Cash and Investment Held by Third Party Trustee (Wilmington Trust)						
Cash & Equivalents	N/A	N/A	NR	N/A	18,137,090.96	18,137,090.96
Fixed Income Securities	Varies	Varies	Varies	Varies	25,749,807.00	25,749,807.00
Cash and Investment Held by Third Party Trustee (US Bank)						
Cash & Equivalents	N/A	N/A	NR	N/A	10,921,395.02	10,921,395.02
Fixed Income Securities	Varies	Varies	Varies	Varies	33,979,522.10	33,882,736.54
Cash and Investment Held by Third Party Trustee (Pension 115 Trust)						
Cash & Equivalents					2,500,000.00	2,500,000.00

Pooled Cash Report
For the Period Ending 3/31/2022

Fund (Claim on Cash)	Account Name	Beginning Balance	Current Activity	Current Balance
100	General Fund	24,923,132.77	5,881,513.44	30,804,646.21
110	Successor Agency (RDA)	176.86	0.15	177.01
120	Self Insurance	2,850,703.71	1,524.81	2,852,228.52
200	Highway Users Tax (GAS)	(1,092,527.10)	352,251.60	(740,275.50)
201	SB1	1,344,647.81	(1,104,428.22)	240,219.59
202	Measure A	2,188,730.26	968,610.38	3,157,340.64
205	Motor Vehicle Subvention (AB2766)	604,838.88	(245,715.05)	359,123.83
210	Public, Education, Govt (PEG)	17,578.10	3,193.98	20,772.08
215	Community Development/Grants (CDBG)	1,621,203.61	(2,009,448.18)	(388,244.57)
220	Citizen Option Public Safety (COPS)	344,212.65	74,293.61	418,506.26
225	Asset Seizures - State	53,684.69	48.38	53,733.07
230	Asset Seizures - Federal	-	1.04	1.04
240	Other Special Revenue Fund	251,662.35	12,007.35	263,669.70
250	Community Facitlities District (CFD)-Admin	1,605,650.01	(803,254.74)	802,395.27
255	Community Facilities District (CFD)-Maint	562,956.76	341,890.17	904,846.93
260	Community Facilities District (CFD)-Public Safety	530,228.80	146,507.39	676,736.19
300	Debt Service	-	599,725.00	599,725.00
500	General Capital Projects	8,913,471.72	(4,076,877.38)	4,836,594.34
505	Equipment Replacement	213,859.86	(78,599.35)	135,260.51
510	Community Facilities District	13,674,329.23	(29,933.44)	13,644,395.79
550	Other Mitigation	13,386.87	11.76	13,398.63
552	Basic Services Mitigation	1,304,736.11	172,831.39	1,477,567.50
554	General Plan Mitigation	15,057.03	72,253.97	87,311.00
555	Recreational Facilities Mitigation	1,542,055.62	366,774.37	1,908,829.99

556	Traffic Signal Mitigation	1,776,866.76	65,557.46	1,842,424.22
558	Railroad Crossing Mitigation	2,464,172.48	160,813.24	2,624,985.72
559	Police Facilities Mitigation	1,219,577.30	231,956.21	1,451,533.51
560	Fire Station Mitigation	4,939,419.93	287,277.81	5,226,697.74
562	Road and Bridge Mitigation	11,602,401.73	1,318,358.94	12,920,760.67
564	Recycled Water Mitigation	3,310,143.88	979,456.58	4,289,600.46
566	Emergency Preparedness Mitigation	(928,736.64)	617,956.57	(310,780.07)
567	Community Park Mitigation	1,177,004.94	591,954.22	1,768,959.16
568	Regional Park Mitigation	1,940,879.42	1,712.89	1,942,592.31
569	Neighborhood Parks Mitigation	1,545,416.48	743,321.29	2,288,737.77
570	Pass Thru DIF Fund	6,748,659.25	257,850.21	7,006,509.46
600	Internal Service Fund	6,418,539.73	280,013.62	6,698,553.35
700	Wastewater	7,735,008.83	(3,678,904.43)	4,056,104.40
705	Wastewater Mitigation	8,718,656.65	2,072,864.29	10,791,520.94
710	Wastewater Capital Projects	(2,096,324.02)	2,096,324.02	-
750	Transit	1,215,145.09	373,903.42	1,589,048.51
755	Transit GASB	89,213.00	-	89,213.00
760	Transit Capital Projects	107,108.29	(545,299.34)	(438,191.05)
840	City of Beaumont CFD	18,458,673.90	(6,309,131.44)	12,149,542.46
850	Beaumont Finance Authority	-	-	-
855	Beaumont Public Improv Authority	0.01	-	0.01
860	Evidence	31,426.05	(49.42)	31,376.63
		137,957,029.66	191,118.57	138,148,148.23
Total Claim on Cash				
Cash In Bank				
	Pooled Cash	61,721,777.79	(15,679,544.22)	46,042,233.57
	Investments with Trustee	-	47,499,629.06	47,499,629.06
	LAIF	74,557,724.93	(29,850,704.85)	44,707,020.08
Total Cash in the Bank		136,279,502.72	1,969,379.99	138,248,882.71
Due to Other Funds				
999	Due to Other Funds	63,399,304.73	(17,457,805.64)	45,941,499.09
Total Due to Other Funds		63,399,304.73	(17,457,805.64)	45,941,499.09

Cash in Bank	136,279,502.72	138,248,882.71
Claim on Cash	137,957,029.66	138,148,148.23
Difference	(1,677,526.94)	100,734.48
Pooled Cash	61,721,777.79	46,042,233.57
Due to Other Funds	63,399,304.73	45,941,499.09
	(1,677,526.94)	100,734.48
Total Difference	(0.00)	(0.00)

City of Beaumont
Investment Report
For the Quarter Ended
March 31, 2022

I certify that this report accurately reflects all City investments, and it is in conformity with the Investment Policy as approved by the City Council on May 18,2021 which complies with the California Government Code. A copy of this Investment policy is available in the City of Beaumont Finance Department. The investment program herein provides sufficient cash flow liquidity to meet its expenditures obligations within the cash flow needs for the next thirteen months of budgeted and estimated budgeted expenditures.

Jennifer Ustation
Finance Director
April 11, 2022

Holdings Summary — Wilmington Trust

For 630 Accounts
Account Level Detail - Separate Principal and Income
As of Date 03/31/2022
Comparison Date 03/31/2022

Portfolio Type/Currency(Local)		Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?	Market Value Comparison Date	MV (%) Comparison Date
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.48	8.76	0.00	+	0.48	+	0.48	8.76
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	5.00	91.24	0.05		5.05		5.00	91.24
Principal Portfolio -	USD	Cash & Equivalents	Taxable	113,432.17	100.00	7.48		113,439.65		113,432.17	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	8,108.70	100.00	0.55		8,109.25		8,108.70	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	157,862.33	100.00	10.41		157,872.74		157,862.33	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	929,446.63	100.00	9.81		929,456.44		929,446.63	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	100.00	0.00	+	1.04	+	1.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.19	100.00	0.00	+	0.19	+	0.19	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.78	100.00	0.00	+	0.78	+	0.78	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3,587.50	100.00	0.22		3,587.72		3,587.50	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.18	100.00	0.00	+	0.18	+	0.18	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	335.04	100.00	0.02		335.06		335.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2,062.06	100.00	0.14		2,062.20		2,062.06	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	4.00	100.00	0.00		4.00		4.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	76.42	100.00	0.00		76.42		76.42	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	283.16	100.00	0.00		283.16		283.16	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	232.75	100.00	0.00		232.75		232.75	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.14	100.00	0.00		1.14		1.14	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	11.45	100.00	0.00		11.45		11.45	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	4.22	100.00	0.00		4.22		4.22	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.38	100.00	0.00		0.38		0.38	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	12.00	100.00	0.00		12.00		12.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	96.18	100.00	0.00		96.18		96.18	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	138.52	100.00	0.00		138.52		138.52	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	141.92	100.00	0.00		141.92		141.92	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.90	100.00	0.00		1.90		1.90	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6.27	100.00	0.00		6.27		6.27	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	4.05	100.00	0.00		4.05		4.05	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.37	100.00	0.00		0.37		0.37	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	5.40	100.00	0.00		5.40		5.40	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.33	100.00	0.00	+	1.33	+	1.33	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.67	100.00	0.00	+	0.67	+	0.67	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	156,593.92	100.00	10.37		156,604.29		156,593.92	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,780.09	100.00	0.05		1,780.14		1,780.09	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.08	0.57	0.00	+	0.08	+	0.08	0.57
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	14.00	99.43	0.04		14.04		14.00	99.43
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.50	100.00	0.00	+	0.50	+	0.50	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	14.02	100.00	0.00	+	14.02	+	14.02	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.17	100.00	0.00	+	2.17	+	2.17	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.08	100.00	0.00	+	2.08	+	2.08	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	58,204.02	100.00	3.84		58,207.86		58,204.02	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	10.00	100.00	0.00		10.00		10.00	100.00

+ Unknown
^ Incomplete

Holdings Summary — Wilmington Trust

For 630 Accounts
Account Level Detail - Separate Principal and Income
As of Date 03/31/2022
Comparison Date 03/31/2022

Portfolio Type/Currency(Local)		Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?	Market Value Comparison Date	MV (%) Comparison Date
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.36	100.00	0.00	+	0.36	+	0.36	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6.72	100.00	0.00	+	6.72	+	6.72	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.74	100.00	0.00	+	1.74	+	1.74	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	12.74	100.00	0.00	+	12.74	+	12.74	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.76	100.00	0.00	+	1.76	+	1.76	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.20	100.00	0.00	+	0.20	+	0.20	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	28,626.42	100.00	1.89		28,628.31		28,626.42	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	155,417.89	100.00	10.30		155,428.19		155,417.89	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,482,852.31	100.00	39.20		1,482,891.51		1,482,852.31	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6,785.54	100.00	0.11		6,785.65		6,785.54	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	6.00	100.00	0.00		6.00		6.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.59	100.00	0.00	+	0.59	+	0.59	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	5.63	100.00	0.00	+	5.63	+	5.63	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.97	100.00	0.00	+	0.97	+	0.97	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.24	100.00	0.00	+	0.24	+	0.24	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	906,018.99	100.00	59.67		906,078.66		906,018.99	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	19.00	100.00	0.00		19.00		19.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.02	100.00	0.00	+	0.02	+	0.02	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6.11	100.00	0.00	+	6.11	+	6.11	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.97	100.00	0.00	+	0.97	+	0.97	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.48	100.00	0.00	+	0.48	+	0.48	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.10	100.00	0.00	+	0.10	+	0.10	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.63	100.00	0.00	+	0.63	+	0.63	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.93	100.00	0.00	+	0.93	+	0.93	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.75	100.00	0.00	+	1.75	+	1.75	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	186,013.33	100.00	12.31		186,025.64		186,013.33	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	447.95	100.00	0.03		447.98		447.95	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	10,968.97	100.00	0.30		10,969.27		10,968.97	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	3.00	100.00	0.00		3.00		3.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.77	100.00	0.00	+	0.77	+	0.77	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	11.34	100.00	0.00	+	11.34	+	11.34	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.29	100.00	0.00	+	0.29	+	0.29	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	8.15	100.00	0.00	+	8.15	+	8.15	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.65	100.00	0.00	+	0.65	+	0.65	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	377,209.93	100.00	24.88		377,234.81		377,209.93	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	820.94	100.00	0.02		820.96		820.94	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	4.00	100.00	0.00		4.00		4.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.77	100.00	0.00	+	0.77	+	0.77	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	14.83	100.00	0.00	+	14.83	+	14.83	100.00

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Holdings Summary — Wilmington Trust

For 630 Accounts
Account Level Detail - Separate Principal and Income
As of Date 03/31/2022
Comparison Date 03/31/2022

Portfolio Type/Currency(Local)		Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?	Market Value Comparison Date	MV (%) Comparison Date
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.86	100.00	0.00	+	0.86	+	0.86	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	8.00	100.00	0.00		8.00		8.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.62	100.00	0.00	+	0.62	+	0.62	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	674,668.29	100.00	44.43		674,712.72		674,668.29	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	39.40	100.00	0.00	+	39.40	+	39.40	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	32,899.77	100.00	2.12		32,901.89		32,899.77	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	100.00	0.00	+	1.04	+	1.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.15	100.00	0.00	+	0.15	+	0.15	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.37	100.00	0.00	+	1.37	+	1.37	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.02	100.00	0.00	+	0.02	+	0.02	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.70	100.00	0.00	+	2.70	+	2.70	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,262.68	100.00	0.01		1,262.69		1,262.68	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	26,229.03	100.00	0.00		26,229.03		26,229.03	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	12.94	0.00	+	1.04	+	1.04	12.94
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	7.00	87.06	0.00		7.00		7.00	87.06
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	67,218.20	100.00	4.47		67,222.67		67,218.20	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	37.70	100.00	0.00	+	37.70	+	37.70	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	265.04	100.00	0.02		265.06		265.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,501,566.79	100.00	99.04		1,501,665.83		1,501,566.79	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	4,948.08	100.00	0.32		4,948.40		4,948.08	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	22,415.70	100.00	1.54		22,417.24		22,415.70	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	100.00	0.00	+	1.04	+	1.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.10	100.00	0.00	+	1.10	+	1.10	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.03	100.00	0.00	+	0.03	+	0.03	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2,876.35	100.00	0.21		2,876.56		2,876.35	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	4.14	100.00	0.00	+	4.14	+	4.14	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,577.03	100.00	0.10		1,577.13		1,577.03	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	9.42	0.00	+	1.04	+	1.04	9.42
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	10.00	90.58	0.00		10.00		10.00	90.58
Principal Portfolio -	USD	Cash & Equivalents	Taxable	16,782.00	100.00	1.11		16,783.11		16,782.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	384,897.69	100.00	25.39		384,923.08		384,897.69	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,257.99	100.00	0.01		1,258.00		1,257.99	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	100.00	0.00	+	1.04	+	1.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.05	100.00	0.00	+	0.05	+	0.05	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.32	100.00	0.00	+	0.32	+	0.32	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	868,542.32	100.00	57.35		868,599.67		868,542.32	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.90	100.00	0.00	+	0.90	+	0.90	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	9.42	0.00	+	1.04	+	1.04	9.42
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	10.00	90.58	0.00		10.00		10.00	90.58
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	25,076.21	100.00	1.66		25,077.87		25,076.21	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	569,716.66	100.00	37.52		569,754.18		569,716.66	100.00

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Holdings Summary — Wilmington Trust

For 630 Accounts
Account Level Detail - Separate Principal and Income
As of Date 03/31/2022
Comparison Date 03/31/2022

Portfolio Type/Currency(Local)		Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?	Market Value Comparison Date	MV (%) Comparison Date
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,854.09	100.00	0.11		1,854.20		1,854.09	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.04	100.00	0.00	+	1.04	+	1.04	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.01	100.00	0.00	+	2.01	+	2.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	52,323.27	100.00	3.46		52,326.73		52,323.27	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,846,292.55	100.00	121.81		1,846,414.36		1,846,292.55	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.26	100.00	0.00	+	1.26	+	1.26	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.82	100.00	0.00	+	1.82	+	1.82	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	12.56	100.00	0.00	+	12.56	+	12.56	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.82	100.00	0.00	+	1.82	+	1.82	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	20.74	100.00	0.00	+	20.74	+	20.74	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.82	100.00	0.00	+	1.82	+	1.82	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	4.64	100.00	0.00	+	4.64	+	4.64	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.82	100.00	0.00	+	1.82	+	1.82	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6.85	100.00	0.00	+	6.85	+	6.85	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.76	100.00	0.00	+	0.76	+	0.76	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	378,575.12	100.00	24.96		378,600.08		378,575.12	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.47	100.00	0.00	+	2.47	+	2.47	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	13,102.00	100.00	0.81		13,102.81		13,102.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6,904.03	100.00	0.39		6,904.42		6,904.03	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	659,219.89	100.00	17.37		659,237.26		659,219.89	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6,781.18	100.00	0.10		6,781.28		6,781.18	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.33	100.00	0.00	+	1.33	+	1.33	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	121,528.47	100.00	8.02		121,536.49		121,528.47	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	5,477.46	100.00	0.33		5,477.79		5,477.46	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6.27	100.00	0.00	+	6.27	+	6.27	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	819,016.74	100.00	54.01		819,070.75		819,016.74	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,887.31	100.00	0.11		1,887.42		1,887.31	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.33	100.00	0.00	+	1.33	+	1.33	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	159,920.57	100.00	10.53		159,931.10		159,920.57	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	10,289.94	100.00	0.77		10,290.71		10,289.94	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.33	100.00	0.00	+	1.33	+	1.33	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	105,974.03	100.00	6.96		105,980.99		105,974.03	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.45	100.00	0.00		1.45		1.45	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.14	100.00	0.00	+	1.14	+	1.14	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3,566.20	100.00	0.08		3,566.28		3,566.20	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	152,144.98	100.00	9.96		152,154.94		152,144.98	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	7,982.86	100.00	0.55		7,983.41		7,982.86	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,470.90	100.00	0.00		1,470.90		1,470.90	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.47	100.00	0.00	+	2.47	+	2.47	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3,387.59	100.00	0.08		3,387.67		3,387.59	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	280,686.31	100.00	18.47		280,704.78		280,686.31	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.61	100.00	0.00		1.61		1.61	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3,908.28	100.00	0.00		3,908.28		3,908.28	100.00

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Holdings Summary — Wilmington Trust

For 630 Accounts
Account Level Detail - Separate Principal and Income
As of Date 03/31/2022
Comparison Date 03/31/2022

Portfolio Type/Currency(Local)		Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?	Market Value Comparison Date	MV (%) Comparison Date
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.47	100.00	0.00	+	2.47	+	2.47	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	732,949.76	100.00	19.37		732,969.13		732,949.76	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6,784.45	100.00	0.11		6,784.56		6,784.45	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	24.51	100.00	0.00	+	24.51	+	24.51	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.17	100.00	0.00	+	1.17	+	1.17	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.95	100.00	0.00	+	0.95	+	0.95	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.34	100.00	0.00	+	0.34	+	0.34	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	215,013.93	100.00	5.69		215,019.62		215,013.93	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	6,770.39	100.00	0.10		6,770.49		6,770.39	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3.61	100.00	0.00	+	3.61	+	3.61	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.24	100.00	0.00	+	0.24	+	0.24	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1,044,943.95	100.00	27.63		1,044,971.58		1,044,943.95	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	9,715.84	100.00	0.29		9,716.13		9,715.84	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.47	100.00	0.00	+	2.47	+	2.47	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.75	100.00	0.00	+	0.75	+	0.75	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	547,018.55	100.00	14.47		547,033.02		547,018.55	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	12,266.93	100.00	0.32		12,267.25		12,266.93	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.00	100.00	0.00	+	2.00	+	2.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.54	100.00	0.00	+	0.54	+	0.54	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.03	100.00	0.00	+	0.03	+	0.03	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.12	100.00	0.00	+	0.12	+	0.12	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.18	100.00	0.00	+	0.18	+	0.18	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.02	100.00	0.00	+	0.02	+	0.02	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.36	100.00	0.00	+	0.36	+	0.36	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.02	100.00	0.00	+	0.02	+	0.02	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.08	100.00	0.00	+	0.08	+	0.08	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.18	100.00	0.00	+	0.18	+	0.18	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.05	100.00	0.00	+	0.05	+	0.05	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.18	100.00	0.00	+	0.18	+	0.18	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00	+	0.01	+	0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.05	100.00	0.00	+	0.05	+	0.05	100.00
Principal Portfolio -	USD	Fixed Income	U.S. Tax-Exempt Fixed Income	55.00	100.00	0.00		55.00		55.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	9,575.99	100.00	0.29		9,576.28		9,575.99	100.00
Income Portfolio -	USD	Cash & Equivalents	Taxable	3.28	100.00	0.00		3.28		3.28	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3,224.30	100.00	0.00		3,224.30		3,224.30	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2,794.83	100.00	0.00		2,794.83		2,794.83	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	2.85	100.00	0.00	+	2.85	+	2.85	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.17	100.00	0.00	+	0.17	+	0.17	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	639,595.90	100.00	16.91		639,612.81		639,595.90	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	42,694.48	100.00	1.18		42,695.66		42,694.48	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.20	100.00	0.00		1.20		1.20	100.00

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Holdings Summary Wilmington Trust

For 630 Accounts

Account Level Detail - Separate Principal and Income

As of Date 03/31/2022

Comparison Date 03/31/2022

Portfolio Type/Currency(Local)		Security Type	Asset Class/Industry	Market Value	MV (%)	Accrued Income	Unknown Accrued Income?	MV w/ Accrued Income	Unknown MV with Acr Inc?	Market Value Comparison Date	MV (%) Comparison Date
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.14	100.00	0.00	+	1.14	+	1.14	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.12	100.00	0.00	+	0.12	+	0.12	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	245,982.85	100.00	16.24		245,999.09		245,982.85	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	23,406.73	100.00	1.58		23,408.31		23,406.73	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	980,910.77	100.00	0.00		980,910.77		980,910.77	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	4,800.00	100.00	0.00		4,800.00		4,800.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00		0.01		0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	16,467.38	100.00	0.00		16,467.38		16,467.38	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.85	0.00	0.00		0.85		0.85	0.00
Principal Portfolio -	USD	Fixed Income	U.S. Taxable Fixed Income	5,685,697.00	100.00	526.85		5,686,223.85		5,685,697.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	128,087.50	100.00	0.00		128,087.50		128,087.50	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	7,800.00	100.00	0.00		7,800.00		7,800.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.06	0.00	0.00		0.06		0.06	0.00
Principal Portfolio -	USD	Fixed Income	U.S. Taxable Fixed Income	2,854,121.00	100.00	168.30		2,854,289.30		2,854,121.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	1.62	0.00	0.00		1.62		1.62	0.00
Principal Portfolio -	USD	Fixed Income	U.S. Taxable Fixed Income	3,296,226.00	100.00	194.37		3,296,420.37		3,296,226.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.12	0.00	0.00		0.12		0.12	0.00
Principal Portfolio -	USD	Fixed Income	U.S. Taxable Fixed Income	5,383,048.00	100.00	719.75		5,383,767.75		5,383,048.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.75	0.00	0.00		0.75		0.75	0.00
Principal Portfolio -	USD	Fixed Income	U.S. Taxable Fixed Income	8,530,548.00	100.00	1,158.34		8,531,706.34		8,530,548.00	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.01	100.00	0.00		0.01		0.01	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	3,057.95	100.00	0.00		3,057.95		3,057.95	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	486.51	100.00	0.00		486.51		486.51	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	0.02	100.00	0.00		0.02		0.02	100.00
Principal Portfolio -	USD	Cash & Equivalents	Taxable	20,342.49	100.00	0.00		20,342.49		20,342.49	100.00

+ Unknown
^ Incomplete

PUBLIC™ TRUST ADVISORS

Board Package

City of Beaumont, CA (257428)

[01-01-2022]--[03-31-2022]

01/01/2022 - 03/31/2022

Dated: 04/11/2022

Locked Down

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Dated: 04/11/2022

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Risk Summary (1)

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Balance Sheet

Book Value + Accrued	45,020,746.55
Net Unrealized Gain/Loss	-216,614.99
Market Value + Accrued	44,804,131.56

Cash and Fixed Income Summary

Risk Metric	*Value*
Cash	2,021,315.20
MMFund	8,900,079.82
Fixed Income	33,882,736.54
Duration	1.371
Convexity	0.034
WAL	1.410
Years to Final Maturity	1.409
Years to Effective Maturity	1.409
Yield	1.656
Book Yield	1.364
Avg Credit Rating	AAA/Aaa/AAA

Issuer Concentration

Issuer Concentration	*% of Base Market Value + Accrued*
United States	75.624%
U.S. Bancorp	19.864%
(CCYUSD) UNITED STATES OF AMERICA	4.511%
---	**100.000%**

Footnotes: 1,2

Asset Class

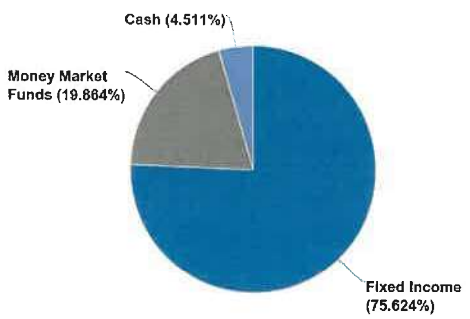

Chart calculated by: Base Market Value + Accrued

Security Type

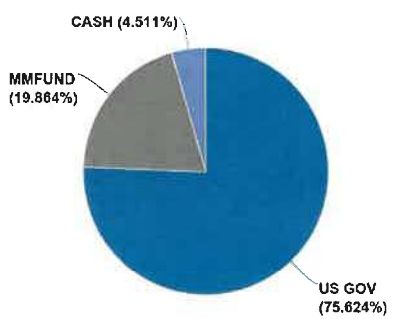

Chart calculated by: Base Market Value + Accrued

Market Sector

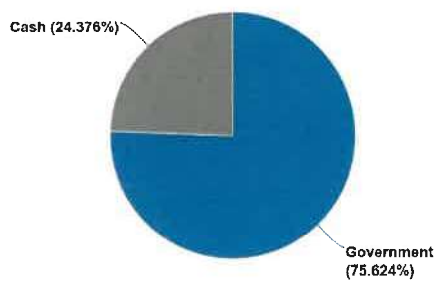

Chart calculated by: Base Market Value + Accrued

Risk Summary (1)

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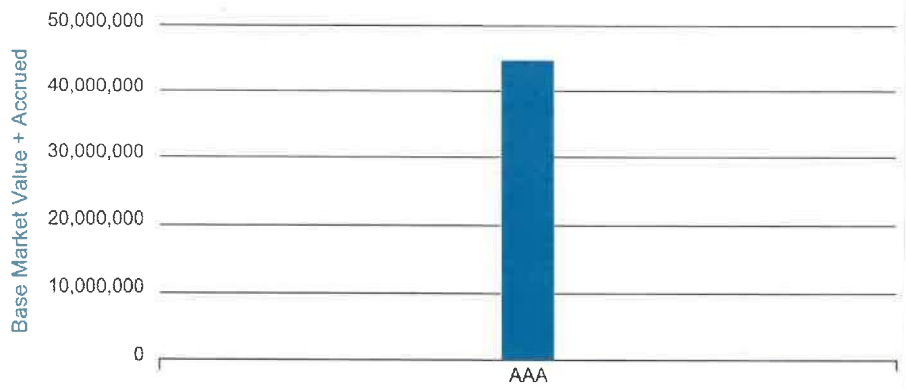
City of Beaumont, CA (257428)

Dated: 04/11/2022

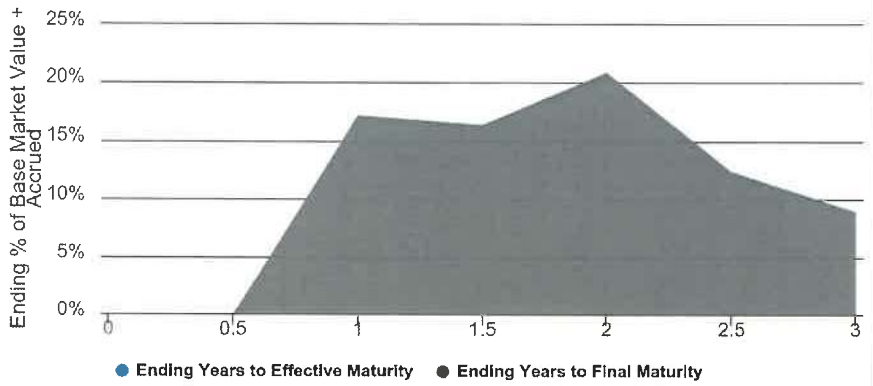
Credit Rating



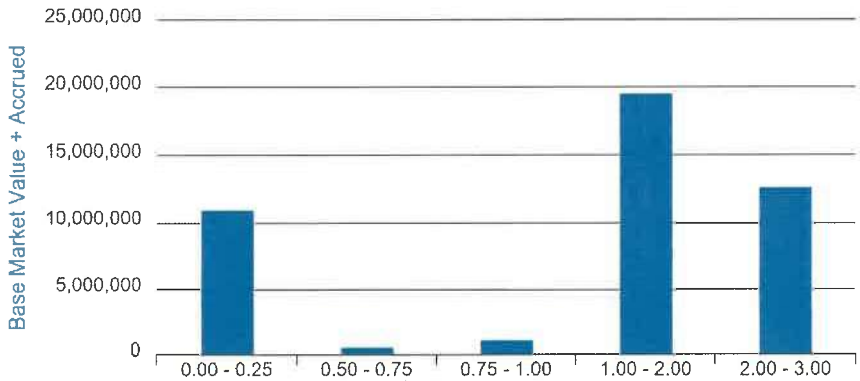
Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	28.244%	43.584%	28.172%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
AA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
A	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%

Time To Maturity



Duration



Risk Summary (1)

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

MMF Asset Allocation

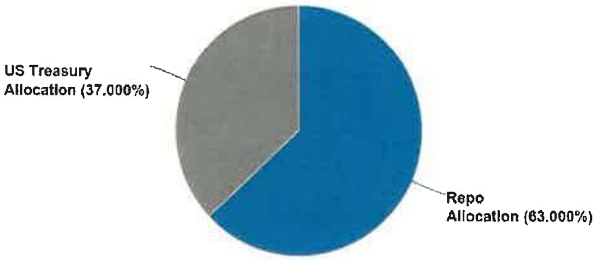

Chart calculated by: Base Market Value

Industry Sector

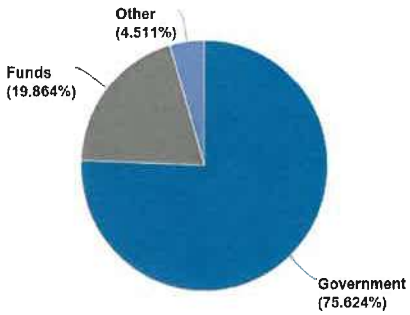

Chart calculated by: Base Market Value + Accrued

Industry Group

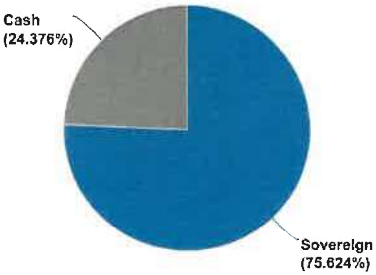

Chart calculated by: Base Market Value + Accrued

Industry Subgroup

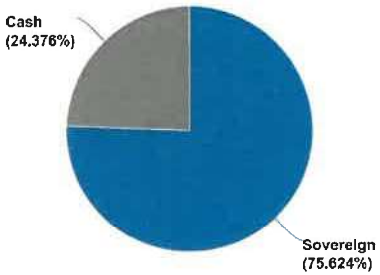

Chart calculated by: Base Market Value + Accrued

Risk Summary (1)

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

1: * Grouped by: Issuer Concentration. 2: * Groups Sorted by: % of Base Market Value + Accrued.

Performance Overview

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Base Returns

Beta Distribution

Summary

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Performance Overview

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Portfolio Summary

Asset Class	Base Market Value + Accrued
Cash	2,021,315.20
Money Market Funds	8,900,079.82
Fixed Income	33,882,736.54
Total	**44,804,131.56**

Footnote: 1

Cash and Fixed Income Summary

Risk Metric	Value
Cash	2,021,315.20
MMFund	8,900,079.82
Fixed Income	33,882,736.54
Duration	1.371
Convexity	0.034
WAL	1.410
Years to Final Maturity	1.409
Years to Effective Maturity	1.409
Yield	1.656
Book Yield	1.364
Avg Credit Rating	AAA/Aaa/AAA

Equity Summary

Equity Metric	Value
Equity	0.00
Beta	—
R Squared	—
Trailing P/E	—
Dividend Yield	—

Compliance Status

Compliant	Account	Policy Name	Total Rules	Compliant Rules	Violating Rules

Compliance Overview

Status	Compliant
As of	03/31/2022

Reconciliation Status

Custody Reconciliation Status	Reconciled
Custody Last Reconciled For	04/08/2022
Trading System Last Reconciled For	03/29/2022

Performance Overview

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Index: ICE BofA 1-5 Year AAA-AA US Corporate & Government Index.

1: * Grouped by: Asset Class.

Index Comparison

01/01/2022 - 03/31/2022

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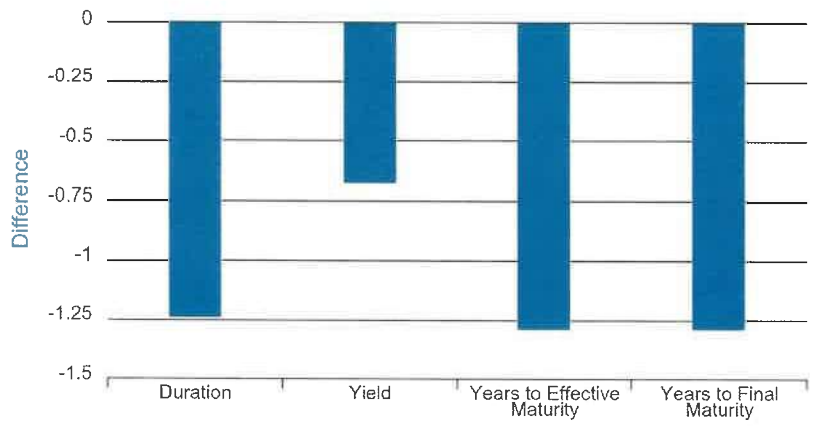
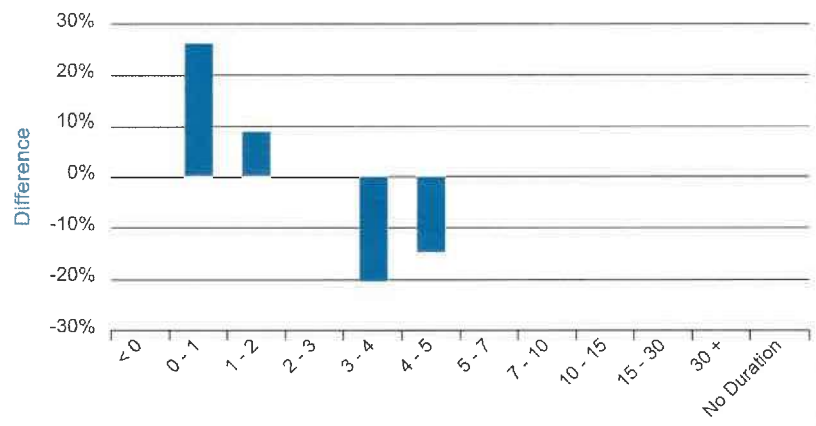
City of Beaumont, CA (257428)

Dated: 04/11/2022

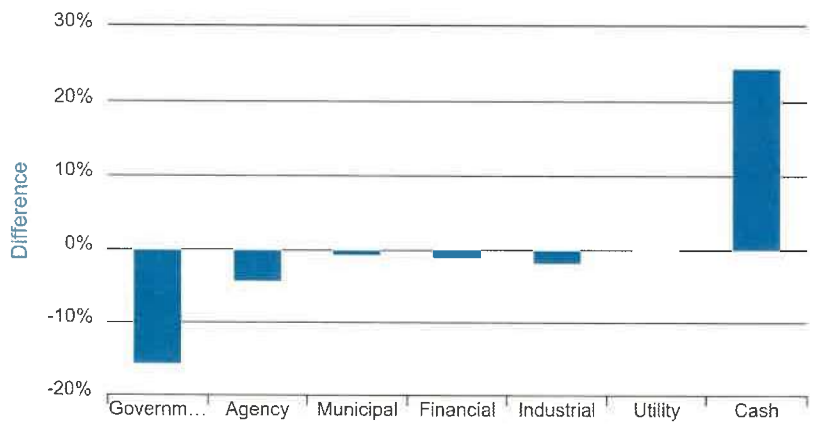
Index Comparison Summary



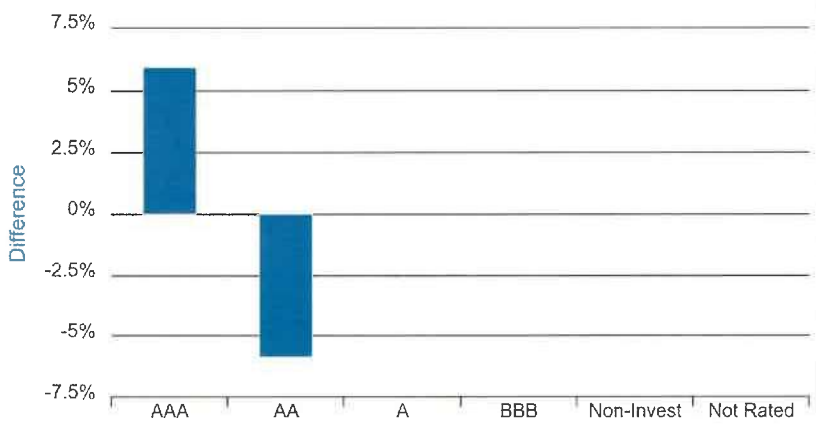
Index Comparison Duration



Index Comparison Market Sector



Index Comparison Credit Rating



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Index Comparison

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Index Comparison Summary

Risk Metric	Portfolio	Index	Difference
Duration	1.371	2.614	-1.243
Yield	1.656	2.338	-0.682
Years to Effective Maturity	1.409	2.701	-1.292
Years to Final Maturity	1.409	2.701	-1.292
Average Credit Rating	AAA	AAA	—

Footnote: 1

Index Comparison Duration

Duration	Portfolio	Index	Difference
< 0	0.000%	—	—
0 - 1	28.244%	1.758%	26.486%
1 - 2	43.584%	34.792%	8.792%
2 - 3	28.172%	28.193%	-0.021%
3 - 4	0.000%	20.479%	-20.479%
4 - 5	0.000%	14.778%	-14.778%
5 - 7	0.000%	0.000%	0.000%
7 - 10	0.000%	0.000%	0.000%
10 - 15	0.000%	0.000%	0.000%
15 - 30	0.000%	0.000%	0.000%
30 +	0.000%	—	—
No Duration	0.000%	—	—

Footnote: 3

Index Comparison Market Sector

Market Sector	Portfolio	Index	Difference
Government	75.624%	91.477%	-15.853%
Agency	0.000%	4.404%	-4.404%
Municipal	0.000%	0.744%	-0.744%
Financial	0.000%	1.234%	-1.234%
Industrial	0.000%	1.998%	-1.998%
Utility	0.000%	0.142%	-0.142%
Cash	24.376%	0.000%	24.376%

Footnote: 2

Index Comparison Credit Rating

Credit Rating	Portfolio	Index	Difference
AAA	100.000%	94.105%	5.895%
AA	0.000%	5.895%	-5.895%
A	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%
Non-Invest	0.000%	0.000%	0.000%
Not Rated	0.000%	0.000%	0.000%

Footnote: 4

Index Comparison

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Index: ICE BofA 1-5 Year AAA-AA US Corporate & Government Index.

1: * Grouped by: Risk Metric. 2: * Grouped by: Market Sector. 3: * Grouped by: Duration. 4: * Grouped by: Credit Rating.

GAAP Financials

01/01/2022 - 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Balance Sheet

As of:	City of Beaumont, CA 12/31/2021	03/31/2022
Book Value	14,999,594.03	44,912,498.71
Accrued Balance	4,313.32	108,247.84
Book Value + Accrued	15,003,907.36	45,020,746.55
Net Unrealized Carrying Value Gain	-18,063.84	-216,614.99
Carrying Value and Accrued	14,985,843.52	44,804,131.56

Income Statement

	City of Beaumont, CA Begin Date End Date	01/01/2022 03/31/2022
Net Amortization/Accretion Income		9,172.72
Interest Income	7,943.28	
Dividend Income	0.00	
Foreign Tax Withheld Expense	0.00	
Misc Income	0.00	
Net Allowance Expense	0.00	
Income Subtotal		7,943.28
Net Realized Gain/Loss	0.00	
Net Holding Gain/Loss	0.00	
Impairment Loss	0.00	
Net Gain/Loss		0.00
Expense	0.00	
Net Income		17,116.00
Transfers In/Out		29,999,723.19
Change in Unrealized Gain/Loss		-198,551.15

Statement of Cash Flows

	City of Beaumont, CA Begin Date End Date	01/01/2022 03/31/2022
Net Income		17,116.00
Amortization/Accretion on MS	-9,172.72	
Change in Accrued on MS	14,894.90	
Net Gain/Loss on MS	0.00	
Change in Unrealized G/L on CE	0.00	
Subtotal		5,722.18
Purchase of MS	-24,430,983.22	
Purchased Accrued of MS	-118,829.41	
Sales of MS	0.00	
Sold Accrued of MS	0.00	
Maturities of MS	0.00	
Net Purchases/Sales		-24,549,812.63
Transfers of Cash & CE		29,999,723.19
Total Change in Cash & CE		5,472,748.74
Beginning Cash & CE		5,448,646.28
Ending Cash & CE		10,921,395.02

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Current Holdings

City of Beaumont, CA (257428)

Base Currency: USD As of 03/31/2022

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Dated: 04/11/2022

Security Type	Base Original Units	Base Current Units	Final Maturity	Base Original Cost	Base Book Value	Base Net Total Unrealized Gain/ Loss	Base Interest/ Dividend Due	Base Accrued Balance	Market Price	Base Market Value	Base Market Value + Accrued
CASH	2,021,315.20	2,021,315.20	03/31/2022	2,021,315.20	2,021,315.20	0.00	0.00	0.00	1.0000	2,021,315.20	2,021,315.20
MMFUND	8,900,079.82	8,900,079.82	03/31/2022	8,900,079.82	8,900,079.82	0.00	63.56	0.00	1.0000	8,900,079.82	8,900,079.82
US GOV	34,230,000.00	34,230,000.00	02/10/2024	33,979,522.10	33,991,103.69	-216,614.99	0.00	108,247.84	98.6903	33,774,488.70	33,882,736.54
---	**45,151,395.02**	**45,151,395.02**	**08/28/2023**	**44,900,917.12**	**44,912,498.71**	**-216,614.99**	**63.56**	**108,247.84**	**74.8775**	**44,695,883.72**	**44,804,131.56**

* Grouped by: Security Type. * Groups Sorted by: Security Type. * Weighted by: Base Market Value + Accrued. * Holdings Displayed by: Position.

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Realized Gain/Loss

City of Beaumont, CA (257428)

Base Currency: USD 01/01/2022 - 03/31/2022

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Dated: 04/11/2022

Security Type	BS Class	Market Sector	Ending Base Current Units	Base Disposed Book Value	Base Total Impairment Loss	Base Net Total Gain/Loss	Ending Market Value + Accrued
CASH	—	Cash	2,021,315.20	0.00	0.00	0.00	2,021,315.20
MMFUND	CE	Cash	8,900,079.82	-26,571,341.08	0.00	0.00	8,900,079.82
US GOV	—	Government	34,230,000.00	0.00	0.00	0.00	33,882,736.54
---	---	---	**45,151,395.02**	**-26,571,341.08**	**0.00**	**0.00**	**44,804,131.56**

* Grouped by: Security Type. * Groups Sorted by: Security Type. * Weighted by: Ending Market Value + Accrued. * Holdings Displayed by: Lot.

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Income Detail

City of Beaumont, CA (257428)

Base Currency: USD 01/01/2022 - 03/31/2022

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Dated: 04/11/2022

Security Type	BS Class	Ending Base Current Units	Base Accretion Income	Base Misc Income	Base Expense	Base Interest/Dividend Income	Base Amortization Expense	Base Net Income
CASH	---	2,021,315.20	0.00	0.00	0.00	0.00	0.00	0.00
MMFUND	CE	8,900,079.82	0.00	0.00	0.00	116.28	0.00	116.28
US GOV	---	34,230,000.00	9,172.72	0.00	0.00	7,827.00	0.00	16,999.72
---	**---**	**45,151,395.02**	**9,172.72**	**0.00**	**0.00**	**7,943.28**	**0.00**	**17,116.00**

* Grouped by: Security Type. * Groups Sorted by: Security Type. * Weighted by: Ending Base Market Value + Accrued. * Holdings Displayed by: Lot.

Issuer Concentration (> $550K)

Base Currency: USD As of 03/31/2022

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City of Beaumont, CA (257428)

Dated: 04/11/2022

Issuer Concentration

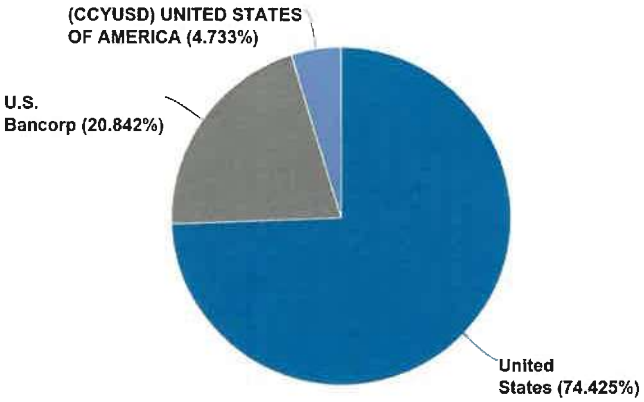

Chart calculated by: Base Market Value + Accrued

Issuer Concentration	Security Type	Ending Base Current Units	Ending Effective Maturity	Final Maturity	Base Net Market Unrealized Gain/Loss	Base Net FX Unrealized Security Gain/Loss	Base Market Value + Accrued	% of Base Market Value + Accrued
United States	US GOV	32,030,000.00	01/27/2024	01/27/2024	-133,305.99	0.00	31,782,169.56	74.425%
U.S. Bancorp	MMFUND	8,900,079.82	03/31/2022	03/31/2022	0.00	0.00	8,900,079.82	20.842%
(CCYUSD) UNITED STATES OF AMERICA	CASH	2,021,251.64	03/31/2022	03/31/2022	0.00	0.00	2,021,251.64	4.733%
---	---	**42,951,331.46**	**08/10/2023**	**08/10/2023**	**-133,305.99**	**0.00**	**42,703,501.02**	**100.000%**

* Grouped by: Issuer Concentration. * Groups Sorted by: Base Market Value + Accrued. * Filtered By: Base Market Value + Accrued > 550,000.00. * Weighted by: Base Market Value + Accrued.

Historical Trends

City of Beaumont, CA (257428)

Base Currency: USD 01/01/2022 - 03/31/2022

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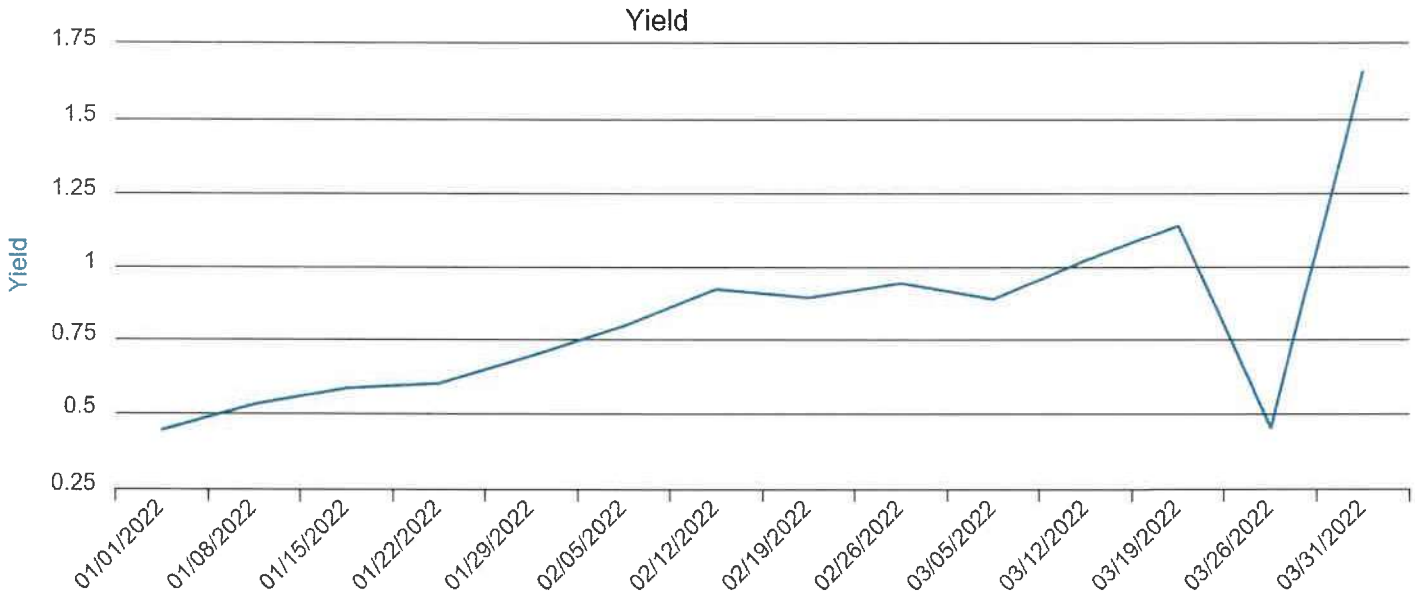
Dated: 04/11/2022



Yield	Base Market Value + Accrued	Period Begin	Period End	Duration	Complex Credit Rating	Years to Effective Maturity	Years to Final Maturity
0.443	14,985,902.92	01/01/2022	01/01/2022	1.205	AAA	1.211	1.211
0.529	14,960,623.05	01/02/2022	01/08/2022	1.190	AAA	1.197	1.197
0.583	14,946,919.48	01/09/2022	01/15/2022	1.177	AAA	1.184	1.184
0.599	14,944,540.09	01/16/2022	01/22/2022	1.164	AAA	1.172	1.172
0.692	14,921,425.15	01/23/2022	01/29/2022	1.150	AAA	1.159	1.159
0.792	14,896,038.33	01/30/2022	02/05/2022	1.136	AAA	1.145	1.145
0.918	14,865,438.40	02/06/2022	02/12/2022	1.121	AAA	1.131	1.131
0.889	14,875,409.44	02/13/2022	02/19/2022	1.109	AAA	1.119	1.119
0.939	14,863,726.48	02/20/2022	02/26/2022	1.096	AAA	1.106	1.106
0.883	14,881,734.14	02/27/2022	03/05/2022	1.085	AAA	1.095	1.095
1.020	14,847,077.43	03/06/2022	03/12/2022	1.070	AAA	1.080	1.080
1.140	14,817,962.38	03/13/2022	03/19/2022	1.055	AAA	1.066	1.066
0.450	44,768,540.66	03/20/2022	03/26/2022	0.343	AAA	0.347	0.347
1.656	44,804,131.56	03/27/2022	03/31/2022	1.371	AAA	1.409	1.409

* Weighted by: Base Market Value + Accrued.

PUBLIC TRUST ADVISORS

Credit Events

City of Beaumont, CA (257428)

Base Currency: USD 01/01/2022 - 03/31/2022

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Dated: 04/11/2022

Account	Identifier	Description	Effective Date	Agency	Old Value	New Value	Event Type

* Grouped by: Event Type. * Groups Sorted by: Event Type. * Filtered By: Agency ≠ DBRS and Agency ≠ Moodys.

Additional Disclosure:

This information is for the sole purposes of the client and is not intended to provide specific advice or recommendations. Please review the contents of this information carefully. Should you have any questions regarding the information presented, calculation methodology, investment portfolio, security detail, or any other facet of this information, please feel free to contact us.

Public Trust Advisors, LLC (Public Trust) statements and reports are intended to detail our investment advisory activity as well as the activity of certain client accounts managed by Public Trust. The custodian bank maintains the control of assets and executes and settles all investment transactions. The custodian statement is the official record of security and cash holdings transactions. Public Trust recognizes that clients may use these reports to facilitate record keeping; therefore, it is recommended that the client reconcile this information with their custodian bank statement. Many custodians use a settlement date basis that may result in the need to reconcile due to a timing difference. The underlying market value, amortized cost, and accrued interest may differ between the custodian and this statement or report. This can be attributed to differences in calculation methodologies and pricing sources used.

Public Trust does not have the authority to withdraw funds from or deposit funds to the custodian. Our clients retain responsibility for their internal accounting policies, implementing and enforcing internal controls, and generating ledger entries or otherwise recording transactions. The total market value represents prices obtained from various sources; it may be impacted by the frequency at which prices are reported, and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes but when such quotes are not available, the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed-income securities, may be based on certain minimum principal amounts (e.g. $1 million) and may not reflect all the factors that affect the value of the security including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect N/A or unavailable where the price for such security is generally not available from a pricing source. The market value of a security, including those priced at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. The securities in this investment portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by Public Trust, the FDIC (except for certain non-negotiable certificates of deposit), or any government agency unless specifically stated otherwise.

Clients may be permitted to establish one or more unmanaged accounts for the purposes of client reporting. Clients may also be permitted to provide externally managed assets for the purposes of client reporting. Public Trust defines unmanaged accounts or assets as one where the investment direction remains the sole responsibility of the client rather than the Investment Manager. Unmanaged accounts or external assets do not receive ongoing supervision and monitoring services. The Investment Manager does not make any investment recommendations and may not charge a fee for reporting on these accounts or assets. The primary purpose for this service is to include unmanaged accounts or assets owned by the client in the performance reports provided by the Investment Manager. The Investment Manager assumes no liability for the underlying performance of any unmanaged accounts or assets, and it is the client's sole responsibility for the accuracy or correctness of any such performance.

Beginning and ending balances are based on market value plus accrued interest on a trade date basis. Statements and reports made available to the end user either from Public Trust or through the online reporting platform may present information and portfolio analytics using various optional methods including, but not limited to, historical cost, amortized cost, and market value. All information is assumed to be correct, but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The data in this report is unaudited and is only applicable for the date denoted on the report. Market values may change day-to-day based on numerous circumstances such as trading volume, news released about the underlying issuer, issuer performance, etc. Underlying market values may be priced via numerous aspects as certain securities are short term in nature and not readily traded. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings.

Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, Privacy Policy, or Code of Ethics, or have any questions regarding your account please contact us.

Public Trust Advisors
717 17th St. Suite 1850
Denver, CO 80202

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Robert Vestal, Assistant Public Works Director

DATE April 19, 2022

SUBJECT: Accept Security Agreement and Performance and Payment Bonds

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Background and Analysis:

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

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

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

Project	Bond Number	Improvement	PW Project Number	Plan Number	Principal
Tract Map No. 31462-16	30152515	Streets	PW2021 -0674	3362A	Meritage Homes
Tract Map No. 31462-26	30152512	Streets	PW2021 -0675	3363	Meritage Homes
Parcel Map No. 37938	LICX1209 830	Survey Monuments	PW2021 -0679	N/A	Evergreen-8th & Highland Springs
Tract Map No. 31462-20	30148216	Sewer	PW2021 -0700	3401A	Meritage Homes
Tract Map No. 31462-20	30148220	Storm Drain	PW2021 -0701	3397A	Meritage Homes

Tract Map No. 31462-23	30148217	Sewer	PW2021-0703	3402A	Meritage Homes
Tract Map No. 31462-23	30148221	Storm Drain	PW2021-0704	3398A	Meritage Homes
Tract Map No. 31462-24	30148218	Sewer	PW2021-0706	3403A	Meritage Homes
Tract Map No. 31462-24	30148222	Storm Drain	PW2021-0707	3399A	Meritage Homes
Tract Map No. 31462-16	30152514	Sewer	PW2021-0711	3420	Meritage Homes
Tract Map No. 31462-16	30152516	Storm Drain	PW2021-0712	3394A	Meritage Homes
Tract Map No. 31462-26	30152513	Sewer	PW2021-0713	3421	Meritage Homes
Tract Map No. 31462-26	30152511	Storm Drain	PW2021-0714	3395	Meritage Homes

Fiscal Impact:

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

Recommended Action:

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

- Tract Map No. 31462-16 / 30152515 / Streets;
- Tract Map No. 31462-26 / 30152512 / Streets;
- Parcel Map No. 37938 / LICX1209830 / Survey Monuments;
- Tract Map No. 31462-20 / 30148216 / Sewer;
- Tract Map No. 31462-20 / 30148220 / Storm Drain;
- Tract Map No. 31462-23 / 30148217 / Sewer;
- Tract Map No. 31462-23 / 30148221 / Storm Drain;
- Tract Map No. 31462-24 / 30148218 / Sewer;
- Tract Map No. 31462-24 / 30148222 / Storm Drain;
- Tract Map No. 31462-16 / 30152514 / Sewer;
- Tract Map No. 31462-16 / 30152516 / Storm Drain;
- Tract Map No. 31462-26 / 30152513 / Sewer; and
- Tract Map No. 31462-26 / 30152511 / Storm Drain.

Attachments:

A. PW2021-0674 - TR31462-16 Agreement, Bonds and Plans
B. PW2021-0675 - TR31462-26 Agreement, Bonds and Plans
C. PW2021-0679 – PM37938 Agreement, Bonds and Plans
D. PW2021-0700 - TR31462-20 Agreement, Bonds and Plans
E. PW2021-0701 - TR31462-20 Agreement, Bonds and Plans
F. PW2021-0703 - TR31462-23 Agreement, Bonds and Plans
G. PW2021-0704 - TR31462-23 Agreement, Bonds and Plans
H. PW2021-0706 - TR31462-24 Agreement, Bonds and Plans
I. PW2021-0707 - TR31462-24 Agreement, Bonds and Plans
J. PW2021-0711 - TR31462-16 Agreement, Bonds and Plans
K. PW2021-0712 - TR31462-16 Agreement, Bonds and Plans
L. PW2021-0713 - TR31462-26 Agreement, Bonds and Plans
M. PW2021-0714 - TR31462-26 Agreement, Bonds and Plans

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-16

DATE OF AGREEMENT: March 10, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 18 B subdivision consisting of 111 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

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

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $1,0431,400.68 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 30152515 - PA 18 B Street Improvements

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. **Subdivider's Obligation to Construct Improvements**.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) $1,043,400.68 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $1,043,400.68 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

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

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

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

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

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

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

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

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. **Indemnity/Hold Harmless.**

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

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

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

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

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

By:_____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange

On March 11, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

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

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

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

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

Bond No. 30152515
Improvements: Street

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-16, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Million Forty Three Thousand Four Hundred and 68/100 dollars ($1,043,400.68) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tuik

Title: VP National Land Development

By: _____

Name: Hilla Sferrozza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30152515
Improvements: Street

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Million Forty Three Thousand Four Hundred Dollars and 68/100 ($1,043,400.68) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

NV5
Approved
Padma Asam
07/14/2021 12:22:51 PM

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

PARCEL MAP OR TRACT NO.: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots)
DATE: 7/8/2021

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

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	1,043,400.68
Sewer	$	-
Total	$	1,043,400.68
Warranty Retension (22.5%)	$	234,765.15
Street/Drainage Plan Check Fees =	$	20,868.01
Sewer Plan Check Fees =	$	500.00
Street Inspection Fees =	$	31,302.02
Sewer Inspection Fees =	$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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

Engineer's Signature

8-Jul-21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

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

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

2. Show Bond Amounts to the nearest $500.

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
2,237	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (120,771 sf)	$ 15.00	$ 33,555
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
-	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
11	E.A.	Blue Pavement Reflector	$ 750.00	$ 8,250
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ 41,805

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
2,870	TON	Asphalt Concrete - 144 lbs/cu. Ft. (120,771 SF @ 0.33')	$ 90.00	$ 258,300
2,237	C.Y.	Aggregate Base Class II (120,771 SF@0.50')	$ 50.00	$ 111,850
5	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (120,771SF)	$ 600.00	$ 3,000
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
7,207	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ 72,066
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
36	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ 288
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
2,392	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 23,918
43,467	S.F.	P.C.C. Sidewalk	$ 6.00	$ 260,803
15,984	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	$ 127,872
8	EA.	Handicapped Access Ramp	$ 1,500.00	$ 12,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ 870,096.94

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
5	EA.	Street Name Sign	$ 250.00	$ 1,250
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
36	L.F.	Barricades	$ 28.00	$ 1,008
-	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
-	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
119	EA.	Street Trees (15 gallon)	$ 150.00	$ 17,850
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
-	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
8	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	$ 12,000
2	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	$ 3,000
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
4	EA.	"STOP" Pavement Marking	$ 200.00	$ 800
4	EA.	Limit Line	$ 75.00	$ 300
4	EA.	R1 "STOP SIGN"	$ 250.00	$ 1,000
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ 37,208.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
-	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
-	EA.	Drain Basin	$ 400.00	$ -
-	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
-	EA.	18" C.M.P. Wye	$ 500.00	$ -
-	EA.	Riprap Headwall	$ 1,000.00	$ -
-	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

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

A.	Subtotal	$ 907,305
B.	Contingency (15%)	$ 136,096
C.	Streets/Drainage Total (A + B)	$ 1,043,401

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 8-Jul-21

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (73 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
-	L.F.	8" PVC	$ 30.00	$ -
-	L.F.	10" V.C.P.	$ 35.00	$ -
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
-	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
-	EA.	Modified 5' Manholes	$ 3,000.00	$ -
-	EA.	Drop Manholes	$ 4,000.00	$ -
-	EA.	Sewer Lateral Connection per RCTD No. 600	$ 500.00	$ -
-	EA.	Sewer Y's	$ 25.00	$ -
-	EA.	Chimneys	$ 300.00	$ -
-	EA.	Adjust M.H. to grade	$ 340.00	$ -
-	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	EA.	Sewer Lift Station		$ -
-	EA.	Backflow prevention device	$ 250.00	$ -
-	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
-	EA.	Remove 8" P.V.C Plug	$ 190.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16

GENERAL NOTES

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

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

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

UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORD EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED; LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

NOTE

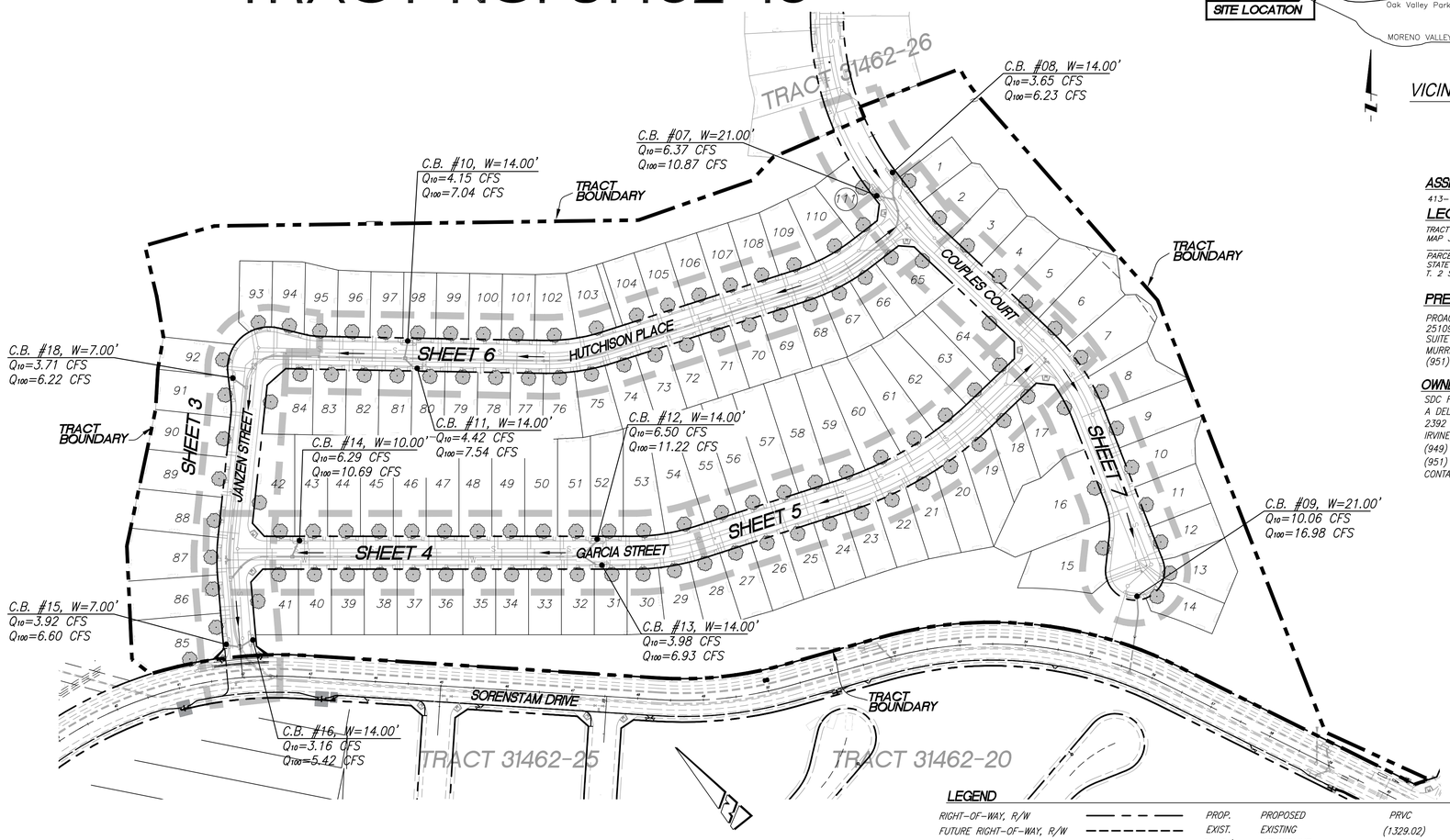
1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS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

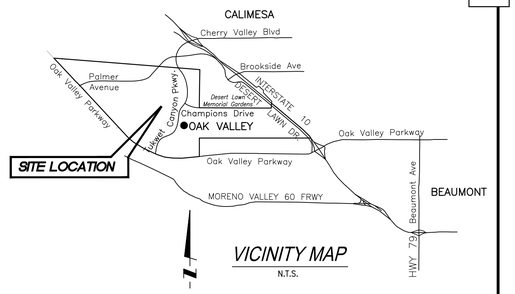
DECLARATION OF ENGINEER OF RECORD:

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

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

GEORGE ALAN LENFESTEY R.C.E. 45920 — DATE 12/16/21
EXPIRATION DATE 12-31-2022





VICINITY MAP
N.T.S.

ASSESSOR'S PARCEL NO.

413-790-020

LEGAL DESCRIPTION

TRACT MAP NO. 37696: PARCEL 3 OF PARCEL MAP 37366 AS PER MAP RECORDED IN BOOK ____, PAGES ___ – ___, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE
SUITE 200
MURRIETA, CA 92562
(951) 200-6840

OWNER/APPLICANT:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVENUE
IRVINE, CA 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

100' 0 100' 200' 300'
SCALE: 1"=100'
INDEX MAP

WORK TO BE DONE

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

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO _____, DATED _____.
5. SOILS REPORT AND RECOMMENDATIONS BY ALTA CALIFORNIA GEOTECHNICAL INC., DATED MAY 3, 2021.

LEGEND

RIGHT-OF-WAY, R/W	PROP.	PROPOSED	PRVC	POINT OF REVERSE VERTICAL CURVE
FUTURE RIGHT-OF-WAY, R/W	EXIST.	EXISTING	(1329.02)	EXISTING ELEVATION
TRACT BOUNDARY	CL, C/L	CENTERLINE	1479.70	PROPOSED ELEVATION
CENTERLINE, CL	TC	TOP OF CURB	LT	LEFT
PROP STORM DRAIN	FL	FLOW LINE	RT	RIGHT
EXISTING STORM DRAIN	FS	FINISHED SURFACE	FH	FIRE HYDRANT
DIRECTION OF FLOW	EP	EDGE OF PAVEMENT	ST	STREET
STOP SIGN ON STREET NAME SIGN	CB	CATCH BASIN	R/W	RIGHT OF WAY
CONCRETE	AC	ASPHALTIC CONCRETE	D/W	DRIVEWAY
AC PAVING	AB	AGGREGATE BASE	V.C.	VERTICAL CURVE
A.C. OVERLAY/JOIN EXISTING	BCR	BEGIN CURB RETURN	PI	POINT OF INTERSECTION
PROPOSED STREET TREE	ECR	END CURB RETURN	PVI	POINT OF VERTICAL INTERSECTION
PROPOSED CATCH BASIN	BVC	BEGIN VERTICAL CURVE	PRC	POINT OF REVERSE CURVE
FIRE HYDRANT	MVC	MIDDLE VERTICAL CURVE	PCC	POINT OF COMPOUND CURVE
SD CLEANOUT	EVC	END VERTICAL CURVE	STD	STANDARD
CURB & GUTTER	O.C.	ON CURB		
FLOW LINE				
PROPERTY LINE				
BLUE REFLECTIVE MARKER				

WDID NO.

INDEX OF SHEETS

SHEET 1 – TITLE SHEET – GENERAL NOTES – INDEX MAP
SHEET 2 – DETAILS – QUANTITIES
SHEET 3 – JANZEN STREET 10+00.00 TO 14+98.41
HUTCHISON PLACE 10+00.00 TO 10+99.24
SHEET 4 – GARCIA STREET 10+00.00 TO 17+11.43
SHEET 5 – GARCIA STREET 17+11.43 TO 23+26.38
SHEET 6 – HUTCHISON PLACE 10+99.24 TO 20+45.59
SHEET 7 – COUPLES COURT 10+00.00 TO 18+24.71
SHEET 8 – SIGNAGE AND STRIPING

PW 2021-0674

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	REVISED JANZEN STREET AT SORENSTAM INTERSECTION		12/21

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA. 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — 12/16/21 DATE
R.C.E. 45920 EXP. 12-31-2022

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer — Date: _____
Recommended for Approval By: _____ Administrative Engineer — Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works — Date: 01/05/2022

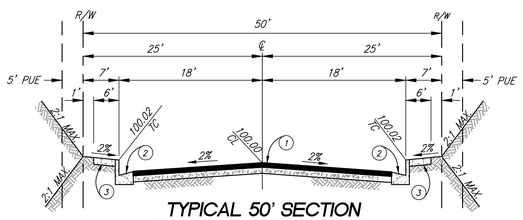
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16
TITLE SHEET - GENERAL NOTES - INDEX MAP

SHEET 1 OF 8 SHEETS
FILE NO: 3362A

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

1	CONSTRUCT 0.33' A.C. OVER 0.50' A.B.	120,771 S.F.
2	CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200	7,207 L.F.
3	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)	43,467 S.F.
4	INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816	5 E.A.
5	CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A	8 E.A
6	CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A	2,392 S.F.
7	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)	8 EA.
8	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "C". (CATCH BASIN'S PER SEP. PLAN)	2 EA.
9	CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810	36 L.F.
10	INSTALL 6" AC DIKE PER RIVERSIDE COUNTY STD. NO. 212	36 L.F.
11	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.	11 EA.
12	INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STD NO. 815	4 EA.
13	THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E	4 EA.
14	THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D	4 EA.
15	CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)	15,984 S.F.



TYPICAL 50' SECTION

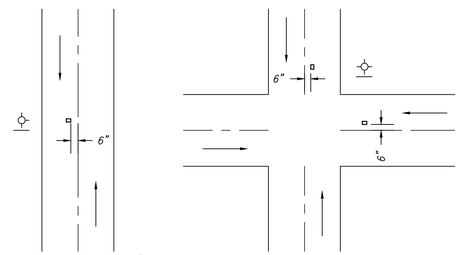
N.T.S.

JANZEN STREET, HUTCHINSON PLACE, GARCIA STREET AND COUPLES COURT

MODIFIED RIVERSIDE COUNTY STD. 106, SECTION A

T.I. = 5.5, 0.33' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED

PRELIM. "R" VALUE = 30



= FIRE HYDRANT

= BLUE PAVEMENT MARKER

11 TYPICAL PAVEMENT MARKER LOCATION DETAIL A

N.T.S.

DIGALERT

Call 2 Working Days Before You Dig!

811

BENCHMARK:

DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE, SUITE 200
MURRIETA, CA 92562
951-200-6840

PROACTIVE ENGINEERING WEST

12/16/21

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022

DATE

SEAL

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: _____
Staff Engineer

Recommended for Approval By: _____ Date: 12/23/2021
Administrative Engineer

Approved By: _____ Date: 01/05/2022
City Engineer/Director of Public Works

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

CITY OF BEAUMONT, CALIFORNIA

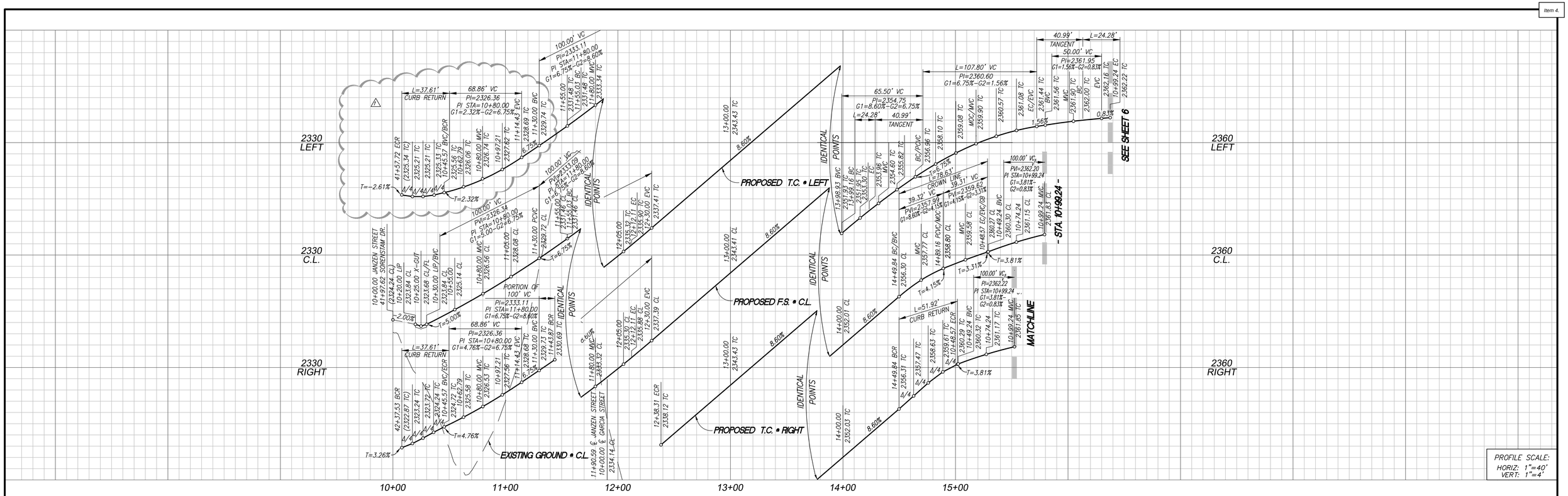
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16

DETAILS - QUANTITIES

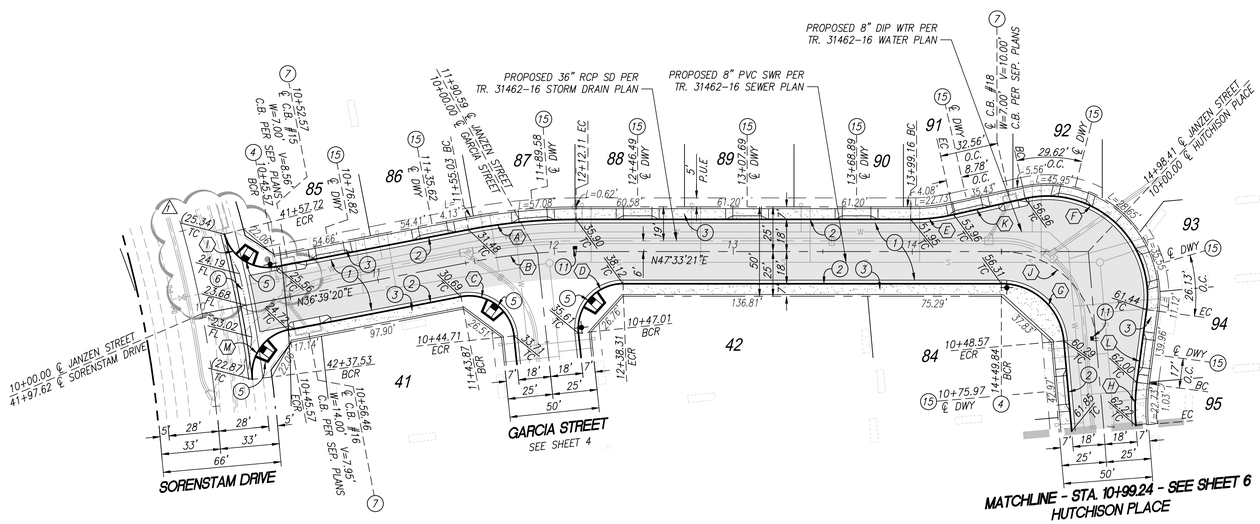
SHEET 2 OF 8 SHEETS

FILE NO: 3362A

Plotted: Dec 16, 2021 – 2:37pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-16\ST-Sht 02.dwg



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



CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
6. CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A
7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)
11. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
15. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

CURVE / LINE DATA TABLE:

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	10°54'01"	318.00'	60.50'	30.34'
B	10°54'01"	300.00'	57.07'	28.62'
C	94°52'04"	25.00'	41.39'	27.22'
D	96°01'57"	25.00'	41.90'	27.78'
E	12°38'44"	110.00'	24.28'	12.19'
F	110°17'30"	56.00'	107.80'	80.41'
G	84°40'31"	35.11'	51.89'	31.99'
H	12°38'43"	110.00'	24.28'	12.19'
I	86°11'21"	25.00'	37.61'	23.39'
J	85°00'00"	53.00'	78.63'	48.57'
K	34°54'38"	--	40.99'	--
L	34°47'55"	--	40.99'	--
M	86°11'21"	25.00'	37.61'	23.39'

JANZEN STREET

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	REVISED JANZEN STREET AT SORENSTAM INTERSECTION		12/21

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
12/16/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

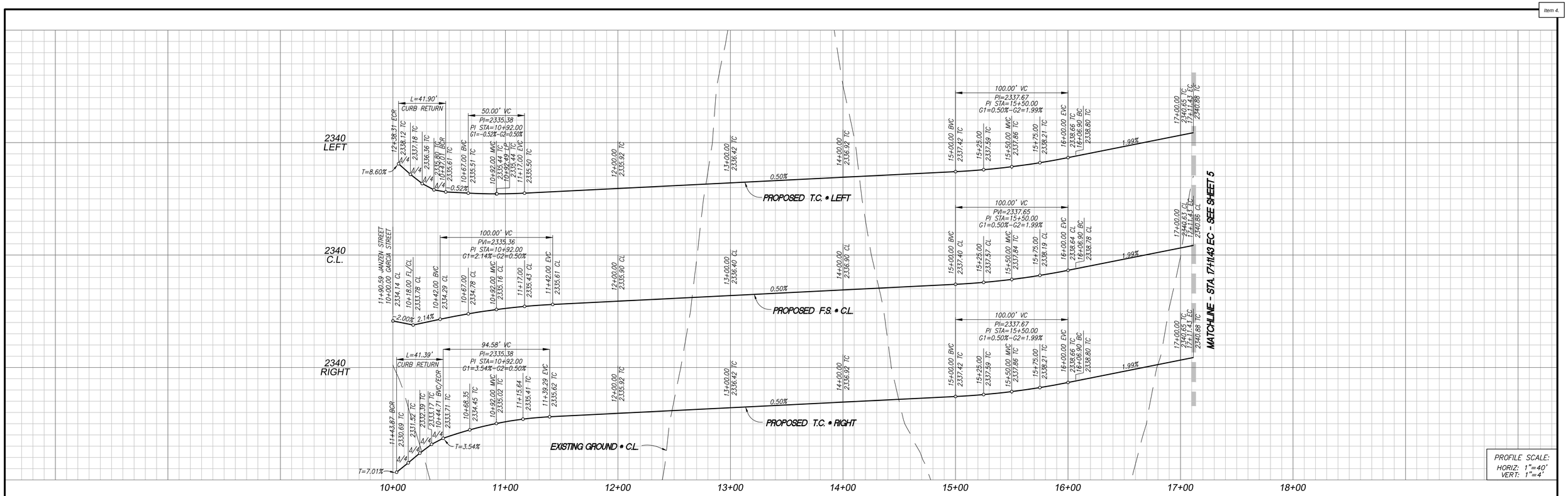
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

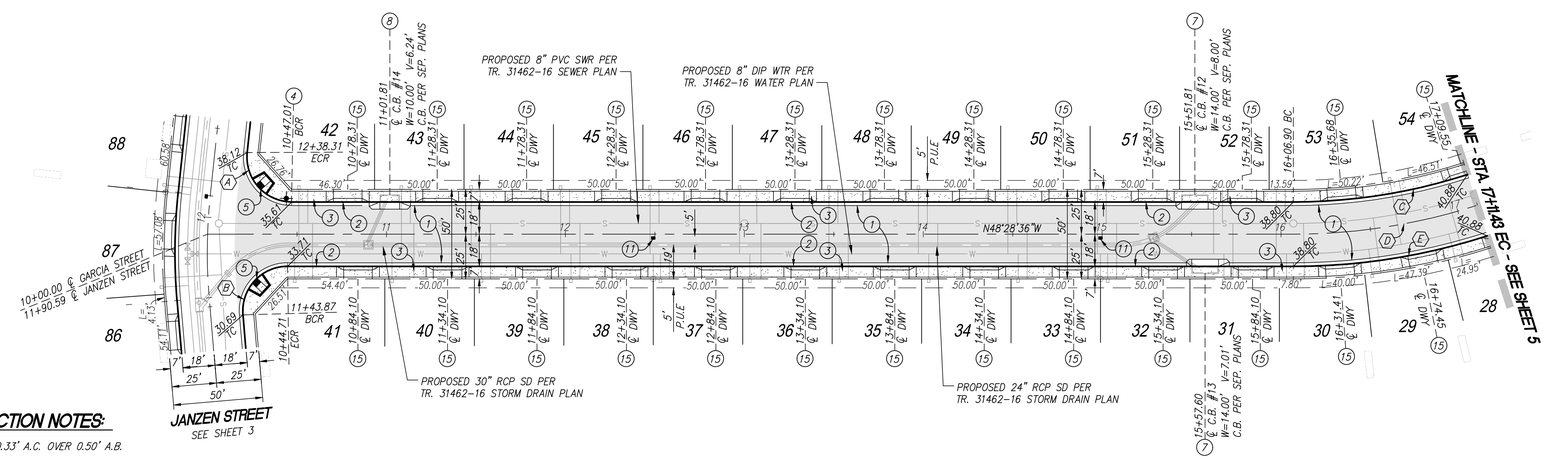
Reviewed By: _____ Staff Engineer — Date: _____
Recommended for Approval By: _____ Administrative Engineer — Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works — Date: 01/05/2022

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16
JANZEN STREET
STA: 10+00.00 TO STA: 14+98.41
HUTCHISON PLACE
STA: 10+00.00 TO STA: 10+99.24

SHEET 3 OF 8 SHEETS
FILE NO: 3362A





CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)
8. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "C". (CATCH BASIN'S PER SEP. PLAN)
11. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
15. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

CURVE / LINE DATA TABLE:

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	96°01'57"	25.00'	41.90'	27.78'
B	94°52'04"	25.00'	41.39'	27.22'
C	17°52'44"	317.00'	98.92'	49.86'
D	17°52'44"	335.00'	104.54'	52.70'
E	17°52'44"	353.00'	110.15'	55.53'

GARCIA STREET

SCALE: 1"=40'

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — 12/16/21
R.C.E. 45920 EXP. 12-31-2022 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

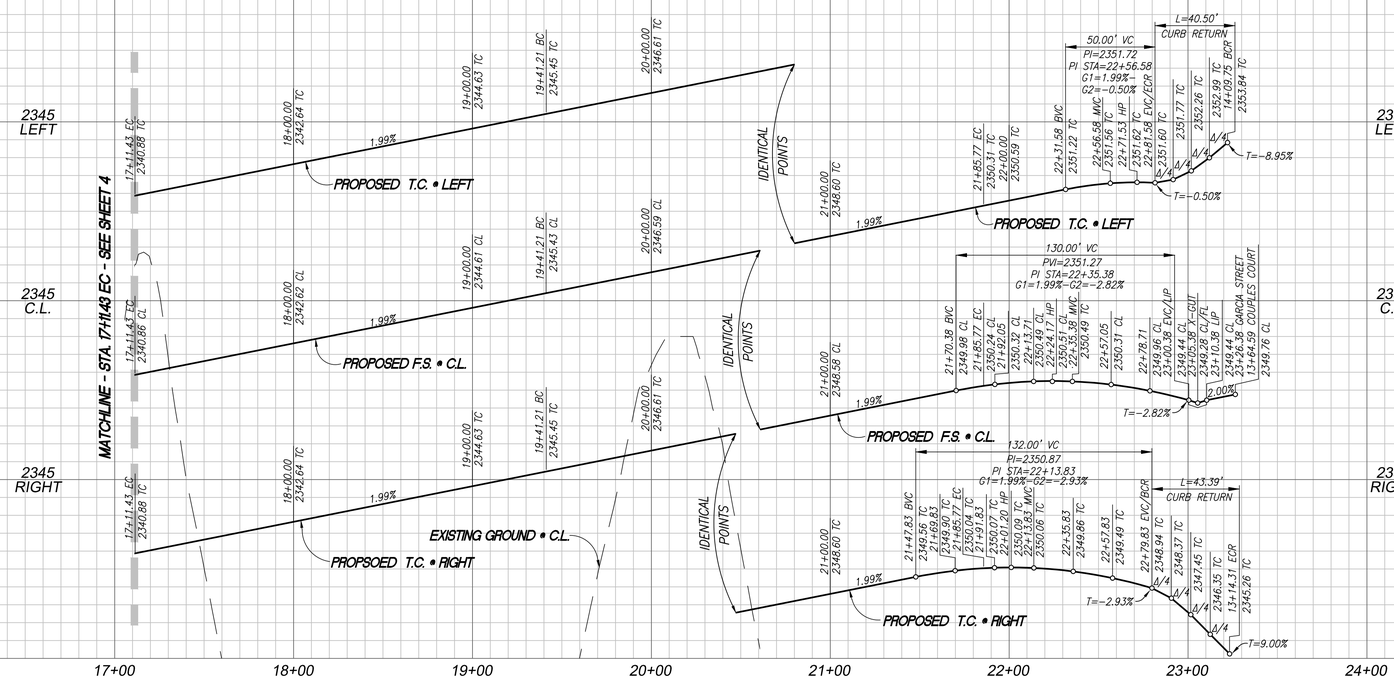
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer — Date: _____
Recommended for Approval By: _____ Administrative Engineer — Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works — Date: 01/05/2022

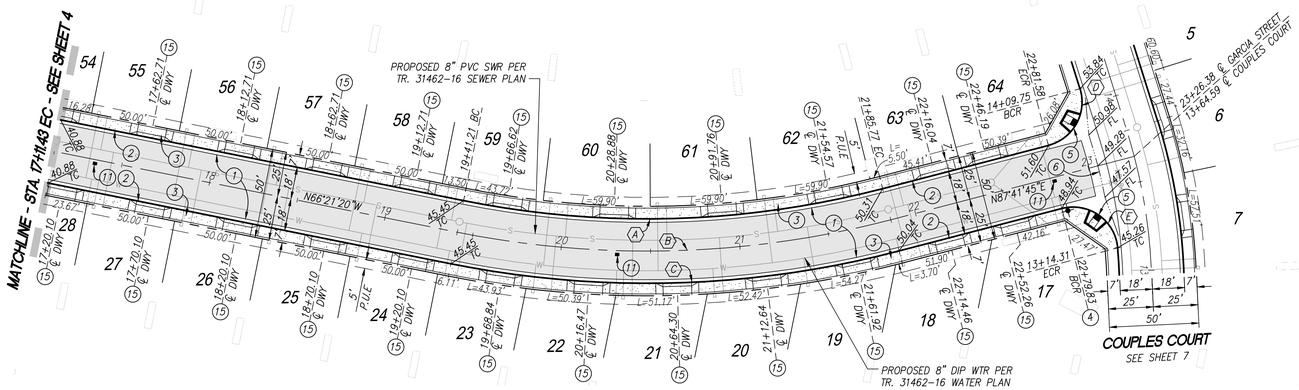
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16
GARCIA STREET
STA: 10+00.00 TO STA: 17+11.43

SHEET 4 OF 8 SHEETS
FILE NO: 3362A



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



CURVE / LINE DATA TABLE:

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	25°56'55"	522.00'	236.41'	120.27'
B	25°56'55"	540.00'	244.56'	124.41'
C	25°56'55"	558.00'	252.71'	128.56'
D	92°49'37"	25.00'	40.50'	26.27'
E	99°26'46"	25.00'	43.39'	29.50'

CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
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5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
6. CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A
11. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
15. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

GARCIA STREET

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

DIGALERT
Call 2 Working Days Before You Dig!
811

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 12/16/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works Date: 01/05/2022

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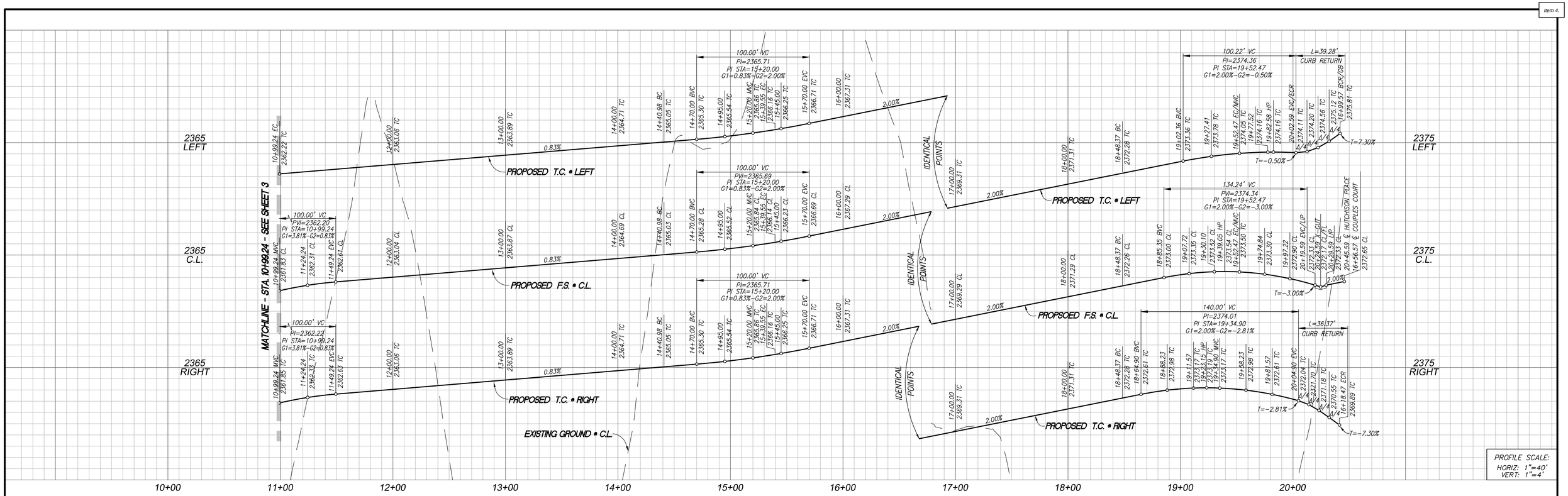
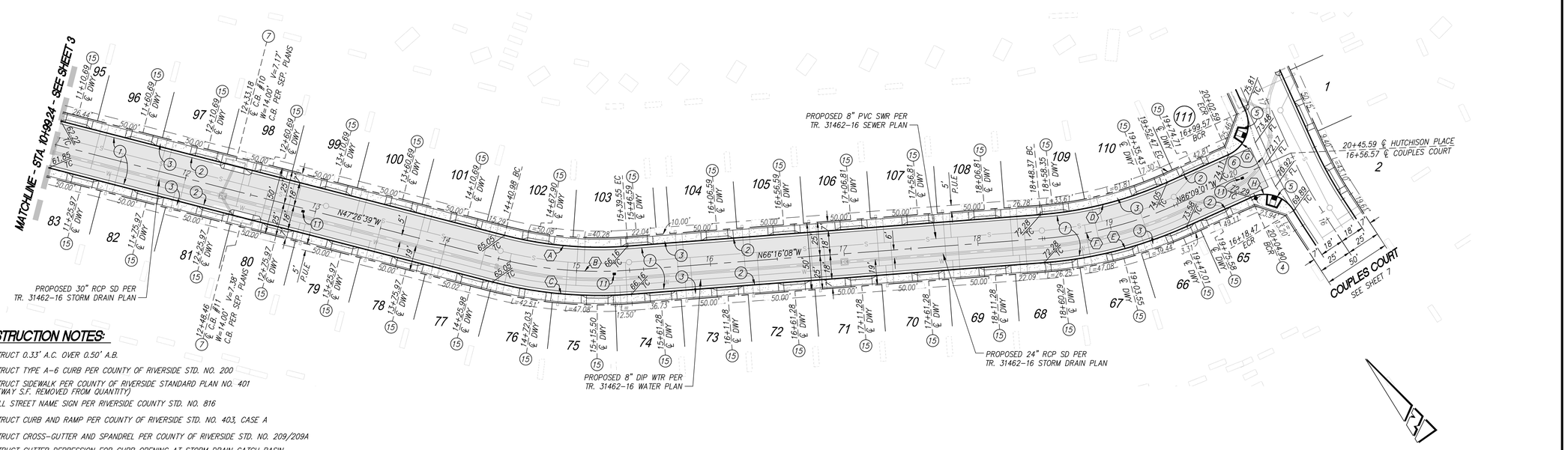
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16
GARCIA STREET
STA: 17+11.43 TO STA: 23+26.38

SHEET 5 OF 8 SHEETS
FILE NO: 3362A



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



CURVE / LINE DATA TABLE:

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	18°49'29"	282.00'	92.65'	46.75'
B	18°49'29"	300.00'	98.57'	49.73'
C	18°49'29"	318.00'	104.48'	52.72'
D	19°52'53"	282.00'	97.85'	49.42'
E	19°52'53"	300.00'	104.10'	52.58'
F	19°53'03"	317.93'	110.34'	55.73'
G	90°00'40"	25.00'	39.27'	25.00'
H	83°20'47"	25.00'	36.37'	22.25'

CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
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HUTCHISON PLACE

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 12/16/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
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SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

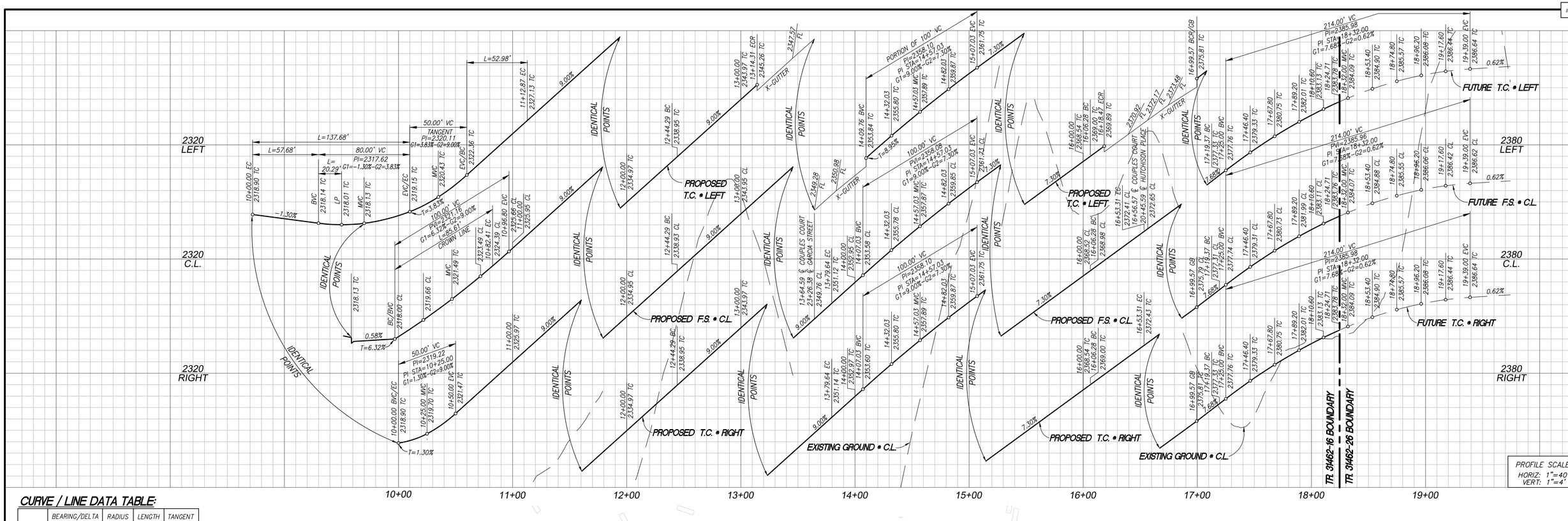
Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works Date: 01/05/2022

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16
HUTCHISON PLACE
STA: 10+99.24 TO STA: 20+45.59

SHEET 6 OF 8 SHEETS
FILE NO: 3362A

Plotted: Dec 16, 2021 – 2:38pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-16\ST-Sht 06.dwg



CURVE / LINE DATA TABLE:

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	207°35'48"	38.00'	137.68'	154.73'
B	27°35'48"	110.00'	52.98'	27.02'
C	13°09'08"	287.00'	65.88'	33.09'
D	25°25'32"	305.00'	135.35'	68.81'
E	25°25'32"	323.00'	143.33'	72.87'
F	99°26'46"	25.00'	43.39'	29.50'
G	92°49'37"	25.00'	40.50'	26.27'
H	21°9'38"	318.00'	12.92'	6.46'
I	8°58'51"	300.00'	47.02'	23.56'
J	8°37'39"	293.53'	44.20'	22.14'
K	83°20'47"	25.00'	36.37'	22.25'
L	90°00'00"	25.00'	39.27'	25.00'
M	14°22'12"	438.00'	109.85'	55.22'
N	14°22'12"	420.00'	105.34'	52.95'
O	14°22'12"	402.00'	100.82'	50.68'
P	27°16'55"	179.80'	85.61'	43.63'
Q	N47°53'27"E	---	50.00'	---

CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
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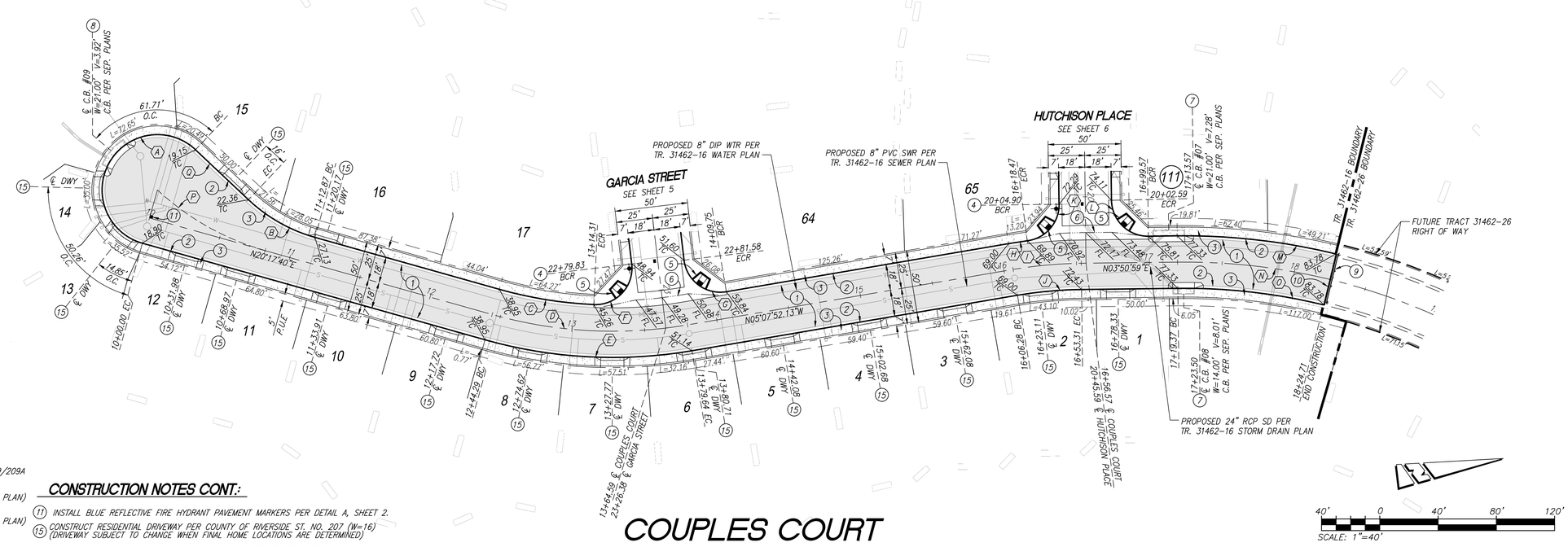
8. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "C". (CATCH BASIN'S PER SEP. PLAN)
9. CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
10. INSTALL 6" AC DIKE PER RIVERSIDE COUNTY STD. NO. 212

CONSTRUCTION NOTES CONT.:

11. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
15. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

* IF TRACT 31462-16 AND 31462-26 ARE CONSTRUCTED CONCURRENTLY, BARRICADE IS NOT REQUIRED.



COUPLES COURT

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 12/16/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

CITY OF BEAUMONT CALIFORNIA INC. NOV. 18, 1912

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works Date: 01/05/2022

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16
COUPLES COURT
STA: 10+00.00 TO STA: 18+24.71

SHEET 7 OF 8 SHEETS
FILE NO: 3362A

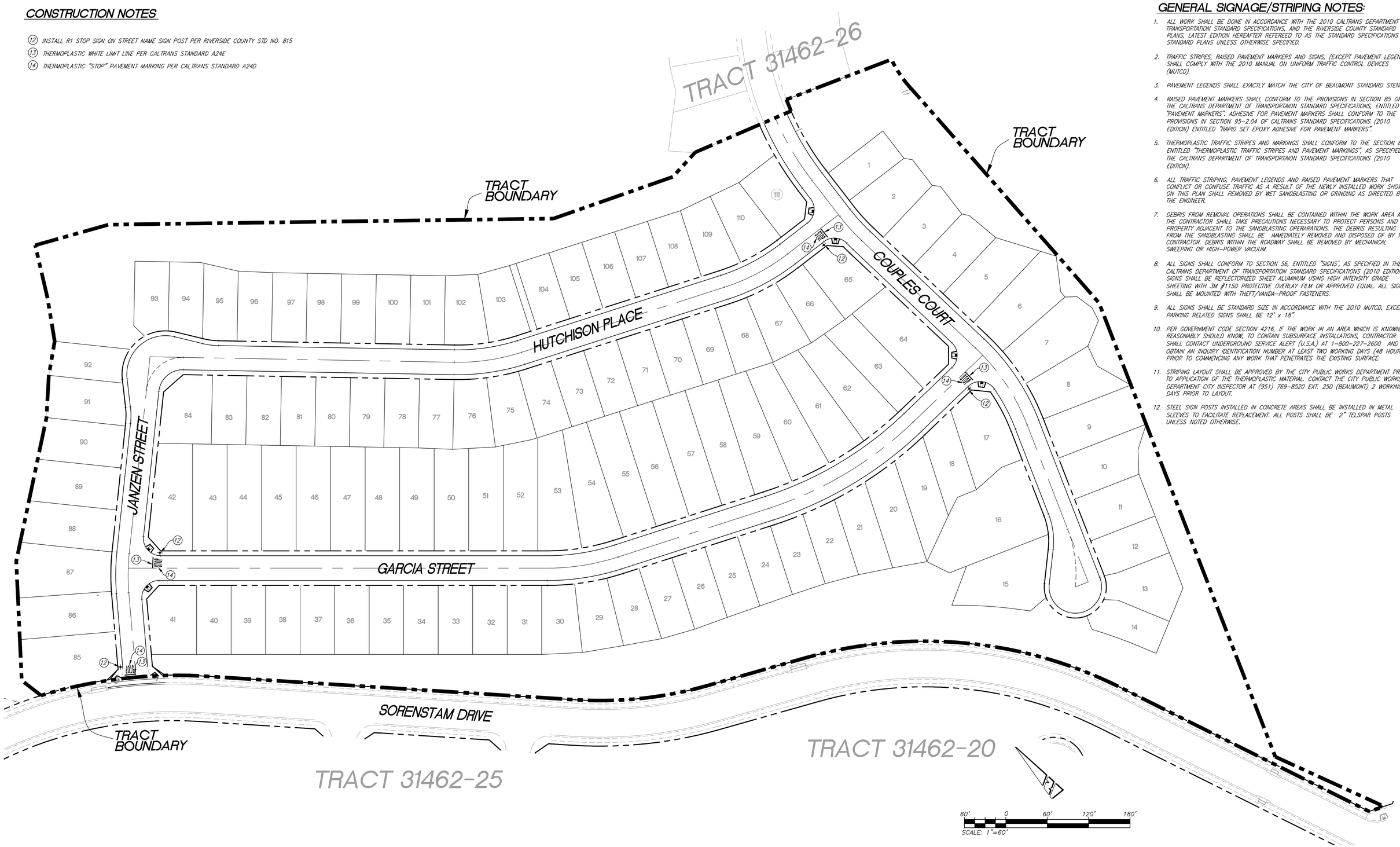
Plotted: Dec 16, 2021 – 2:38pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-16\ST-Sht 07.dwg

CONSTRUCTION NOTES

(12) INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STD NO. 815

(13) THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E

(14) THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D



GENERAL SIGNAGE/STRIPING NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND THE RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFERRED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (2010 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS (2010 EDITION).
6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.
7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERARATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.
8. ALL SIGNS SHALL CONFORM TO SECTION 56, ENTITLED "SIGNS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH THEFT/VANDA-PROOF FASTENERS.
9. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2010 MUTCD, EXCEPT PARKING RELATED SIGNS SHALL BE 12' x 18".
10. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
11. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
12. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN METAL SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POSTS UNLESS NOTED OTHERWISE.

DIGALERT
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BENCHMARK:
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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA. 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 12/16/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/16/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Administrative Engineer Date: 12/23/2021
Approved By: _____ City Engineer/Director of Public Works Date: 01/05/2022

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-16

SIGNAGE AND STRIPING

SHEET 8 OF 8 SHEETS
FILE NO: 3362A

Plotted: Dec 16, 2021 – 2:39pm By: mikehanna DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-16\ST-Sht 08.dwg

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-26

DATE OF AGREEMENT: March 10, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 18 A subdivision consisting of 77 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

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

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $818,131.85 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 30152512 - PA 18 A Street Improvements

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) $818,131.85 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $818,131.85 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

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

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

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

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

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

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

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

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless.

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

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

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

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

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange

On March 11, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

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

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

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

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

Bond No. 30152512
Improvements: Street

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-26, which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Eight Hundred Eighteen Thousand One Hundred Thirty One and 85/100 dollars ($818,131.85) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP / CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30152512
Improvements: Street

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Eight Hundred Eighteen Thousand One Hundred Thirty One and 85/100 Dollars ($818,131.85) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

NV5
Approved
Padma Asam
07/14/2021 12:31:29 PM

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

PARCEL MAP OR TRACT NO.: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots)
DATE: 7/8/2021

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

IMPROVEMENTS

FAITHFUL PERFORMANCE 100%
LABOR & MATERIALS SECURITY 100%

	Construction Costs)	
Streets/Drainage	$	818,131.85
Sewer	$	-
Total	$	818,131.85
Warranty Retension (22.5%)	$	184,079.67
Street/Drainage Plan Check Fees =	$	16,362.64
Sewer Plan Check Fees =	$	500.00
Street Inspection Fees =	$	24,543.96
Sewer Inspection Fees =	$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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

Engineer's Signature

8-Jul-21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

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

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

2. Show Bond Amounts to the nearest $500.

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
1,712	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (92,406 sf)	$ 15.00	$ 25,680
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
-	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
7	E.A.	Blue Pavement Reflector	$ 750.00	$ 5,250
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ 30,930

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
2,196	TON	Asphalt Concrete - 144 lbs/cu. Ft. (92,406 SF @ 0.33')	$ 90.00	$ 197,640
1,712	C.Y.	Aggregate Base Class II (92,406 SF@0.50')	$ 50.00	$ 85,600
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (92,406 SF)	$ 600.00	$ 2,400
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
5,432	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ 54,320
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
36	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ 288
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
2,497	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ 24,970
33,694	S.F.	P.C.C. Sidewalk	$ 6.00	$ 202,164
13,000	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	$ 104,000
8	EA.	Handicapped Access Ramp	$ 1,500.00	$ 12,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
351	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ 1,404
				$ -
				$ -
				$ -

SUBTOTAL = $ 684,786.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
5	EA.	Street Name Sign	$ 250.00	$ 1,250
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
36	L.F.	Barricades	$ 28.00	$ 1,008
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
85	EA.	Street Trees (15 gallon)	$ 150.00	$ 12,750
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
-	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
5	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	$ 7,500
1	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	$ 1,500
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
5	EA.	"STOP" Pavement Marking	$ 200.00	$ 1,000
5	EA.	Limit Line	$ 75.00	$ 375
5	EA.	R1 "STOP SIGN"	$ 250.00	$ 1,250
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ 26,633.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
-	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
-	EA.	Drain Basin	$ 400.00	$ -
-	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
-	EA.	18" C.M.P. Wye	$ 500.00	$ -
-	EA.	Riprap Headwall	$ 1,000.00	$ -
-	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

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

A.	Subtotal	$ 711,419
B.	Contingency (15%)	$ 106,713
C.	Streets/Drainage Total (A + B)	$ 818,132

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Street Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 8-Jul-21

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
-	L.F.	4" PVC. (73 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
-	L.F.	8" PVC	$ 30.00	$ -
-	L.F.	10" V.C.P.	$ 35.00	$ -
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
-	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
-	EA.	Modified 5' Manholes	$ 3,000.00	$ -
-	EA.	Drop Manholes	$ 4,000.00	$ -
-	EA.	Sewer Lateral Connection per RCTD No. 600	$ 500.00	$ -
-	EA.	Sewer Y's	$ 25.00	$ -
-	EA.	Chimneys	$ 300.00	$ -
-	EA.	Adjust M.H. to grade	$ 340.00	$ -
-	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	EA.	Sewer Lift Station		$ -
-	EA.	Backflow prevention device	$ 250.00	$ -
-	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
-	EA.	Remove 8" P.V.C Plug	$ 190.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26

GENERAL NOTES

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

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

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

UNDERGROUND STRUCTURES

ALL UNDERGROUND UTILITIES OR STRUCTURES REPORTED BY THE OWNER OR OTHERS AND THOSE SHOWN ON THE RECORD EXAMINED ARE INDICATED WITH THEIR APPROXIMATE LOCATION AND EXTENT. THE OWNER BY ACCEPTING THESE PLANS OR PROCEEDING WITH IMPROVEMENTS PURSUANT THERETO AGREES TO ASSUME LIABILITY AND TO HOLD UNDERSIGNED HARMLESS FOR ANY DAMAGES RESULTING FROM THE EXISTENCE OF UNDERGROUND UTILITIES OR STRUCTURES NOT REPORTED TO THE UNDERSIGNED; NOT INDICATED ON THE PUBLIC RECORDS EXAMINED; LOCATED AT VARIANCE WITH THAT REPORTED OR SHOWN ON RECORDS EXAMINED. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANY OTHER UTILITIES OR STRUCTURES FOUND AT THE SITE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.

NOTE

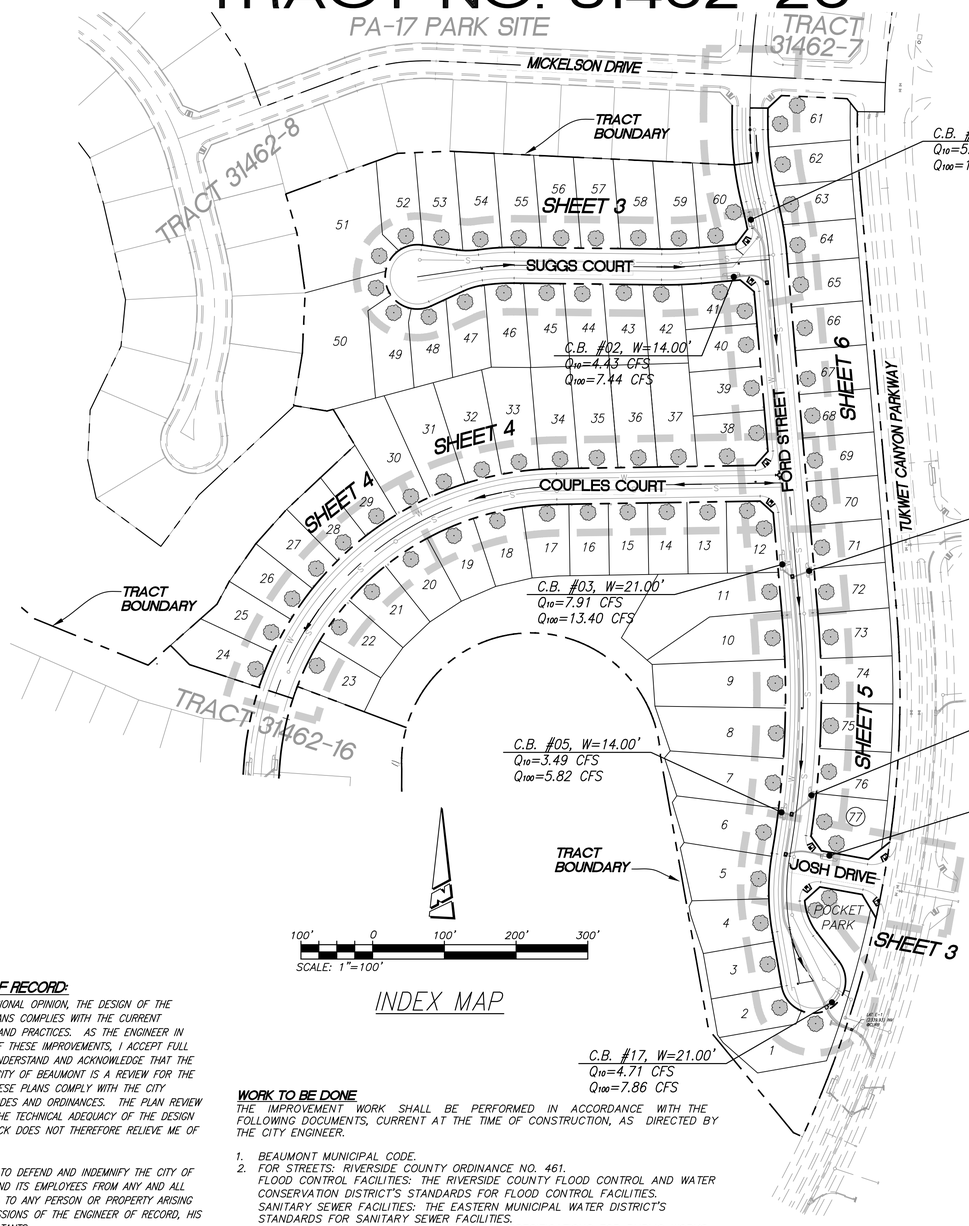
1. APPROVAL OF THESE PLANS APPLIES ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS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

DECLARATION OF ENGINEER OF RECORD:

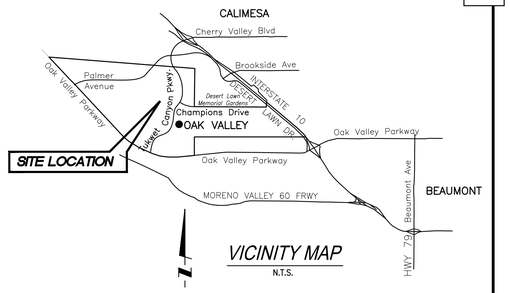
I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN.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

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

GEORGE ALAN LENFESTEY R.C.E. 45920 — DATE 07/19/21
EXPIRATION DATE 12-31-2022



INDEX MAP



VICINITY MAP
N.T.S.

ASSESSOR'S PARCEL NO.

413-790-020

LEGAL DESCRIPTION

TRACT MAP. NO. 37696: PARCEL 3 OF PARCEL MAP 37,366 AS PER MAP RECORDED IN BOOK ____, PAGES ___ – ____, INCLUSIVE OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LYING WITHIN SECTION 36, T. 2 S., R. 2 W., S.B.B.M.

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE
SUITE 200
MURRIETA, CA 92562
(951) 200-6840

OWNER/APPLICANT:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVENUE
IRVINE, CA 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

LEGEND

RIGHT-OF-WAY, R/W	PROP.	PROPOSED	PRVC — POINT OF REVERSE VERTICAL CURVE
FUTURE RIGHT-OF-WAY, R/W	EXIST.	EXISTING	(1329.02) — EXISTING ELEVATION
TRACT BOUNDARY	CL, C/L	CENTERLINE	1479.70 — PROPOSED ELEVATION
CENTERLINE, CL	TC	TOP OF CURB	LT — LEFT
PROP STORM DRAIN	FL	FLOW LINE	RT — RIGHT
EXISTING STORM DRAIN	FS	FINISHED SURFACE	FH — FIRE HYDRANT
DIRECTION OF FLOW	EP	EDGE OF PAVEMENT	ST — STREET
STOP SIGN ON STREET NAME SIGN	CB	CATCH BASIN	R/W — RIGHT OF WAY
CONCRETE	AC	ASPHALTIC CONCRETE	D/W — DRIVEWAY
AC PAVING	AB	AGGREGATE BASE	V.C. — VERTICAL CURVE
A.C. OVERLAY/JOIN EXISTING	BCR	BEGIN CURB RETURN	PI — POINT OF INTERSECTION
PROPOSED STREET TREE	ECR	END CURB RETURN	PVI — POINT OF VERTICAL INTERSECTION
PROPOSED CATCH BASIN	BVC	BEGIN VERTICAL CURVE	PRC — POINT OF REVERSE CURVE
FIRE HYDRANT	MVC	MIDDLE VERTICAL CURVE	PCC — POINT OF COMPOUND CURVE
SD CLEANOUT	EVC	END VERTICAL CURVE	STD — STANDARD
CURB & GUTTER	O.C.	ON CURB	
FLOW LINE			
PROPERTY LINE			
BLUE REFLECTIVE MARKER			
REDUCED SPEED AHEAD SIGN			

WORK TO BE DONE

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

1. BEAUMONT MUNICIPAL CODE.
2. FOR STREETS: RIVERSIDE COUNTY ORDINANCE NO. 461.
   FLOOD CONTROL FACILITIES: THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S STANDARDS FOR FLOOD CONTROL FACILITIES.
   SANITARY SEWER FACILITIES: THE EASTERN MUNICIPAL WATER DISTRICT'S STANDARDS FOR SANITARY SEWER FACILITIES.
   ALL OTHER PUBLIC WORKS: THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK).
3. THIS SET OF PLANS.
4. RESOLUTION NO _____, DATED _____.
5. SOILS REPORT AND RECOMMENDATIONS BY ALTA CALIFORNIA GEOTECHNICAL INC., DATED MAY 3, 2021.

WDID NO.

PW2021-0675

INDEX OF SHEETS

SHEET 1 – TITLE SHEET – GENERAL NOTES – INDEX MAP
SHEET 2 – QUANTITIES – DETAILS
SHEET 3 – SUGGS COURT 10+00.00 TO 15+62.41
JOSH DRIVE 8+27.20 TO 10+00.00
SHEET 4 – COUPLES COURT 18+24.71 TO 26+68.29
SHEET 5 – FORD STREET 10+00.00 TO 15+36.33
SHEET 6 – FORD STREET 15+36.33 TO 22+92.28
SHEET 7 – SIGNAGE AND STRIPING

DIGALERT — Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — DATE 07/19/21
R.C.E. 45920 EXP. 12-31-2022

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 07/19/21
JOB NUMBER: 06.002.000

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

Reviewed By: Staff Engineer — Date: 7/21/2021
Recommended for Approval By: Administrative Engineer — Date: 7/21/2021
Approved By: City Engineer/Director of Public Works — Date: 08/30/2021

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

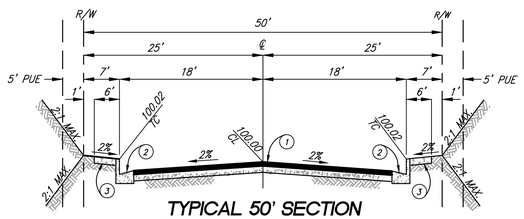
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26
TITLE SHEETS, GENERAL NOTES AND INDEX MAP

SHEET 1 OF 7 SHEETS
FILE NO: 3363

Plotted: Jul 19, 2021 – 4:14pm By: juand DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-26\ST-Sht 01.dwg

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

1	CONSTRUCT 0.33' A.C. OVER 0.50' A.B.	92,406 S.F.
2	CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200	5,432 L.F.
3	CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)	33,694 S.F.
4	INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816	5 E.A.
5	CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A	8 E.A
6	CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A	2,497 S.F.
7	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)	5 EA.
8	CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "C". (CATCH BASIN'S PER SEP. PLAN)	1 EA.
9	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.	7 EA.
10	INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STD NO. 815	5 EA.
11	THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E	5 EA.
12	THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D	5 EA.
13	INSTALL 6" AC DIKE PER RIVERSIDE COUNTY STD. NO. 212	36 L.F.
14	CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810	36 L.F.
15	JOIN EXISTING PAVEMENT PER DETAIL ON SHEET 2	351 S.F.
16	CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)	13,000 S.F.



TYPICAL 50' SECTION

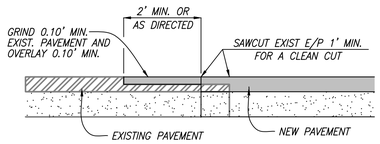
N.T.S.

COUPLES COURT, FORD STREET, JOSH DRIVE AND SUGGS COURT

MODIFIED RIVERSIDE COUNTY STD. 106, SECTION A

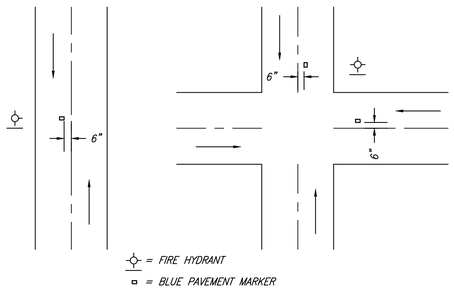
T.I. = 5.5, 0.33' A.C. W/SEAL COAT OVER 0.50' A.B. CRUSHED

PRELIM. "R" VALUE = 30



15 PAVING OVERLAY / JOIN DETAIL

N.T.S.



9 TYPICAL PAVEMENT MARKER LOCATION DETAIL A

N.T.S.

DIGALERT

Call 2 Working Days Before You Dig! 811

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

PROACTIVE ENGINEERING WEST

07/19/21
DATE

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

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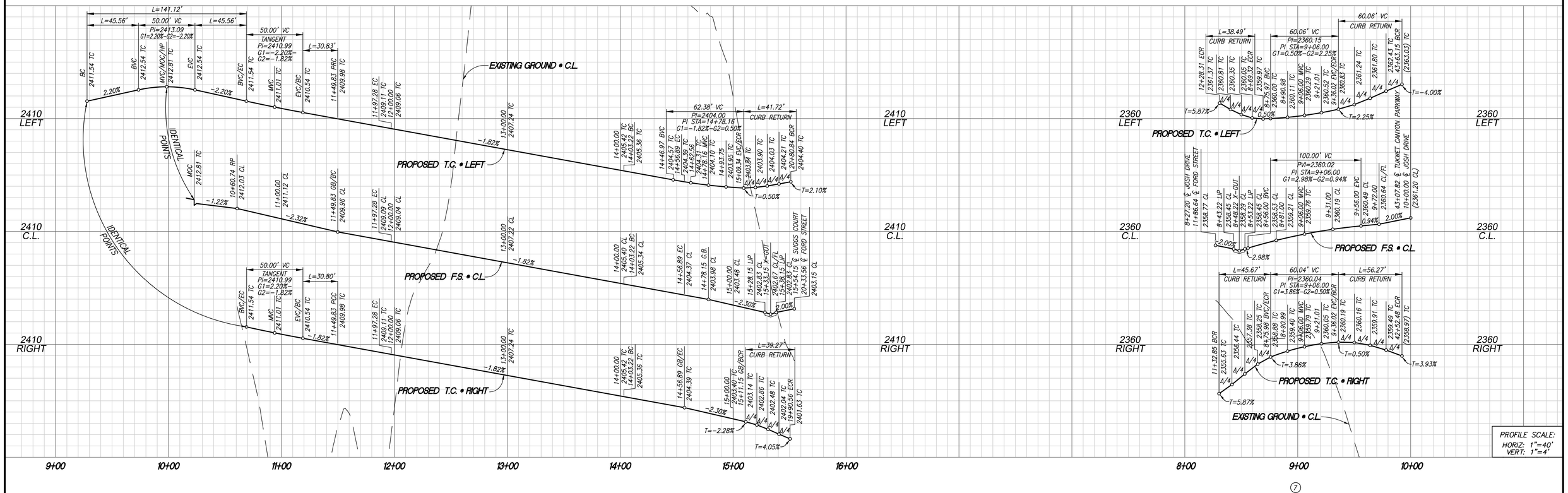
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

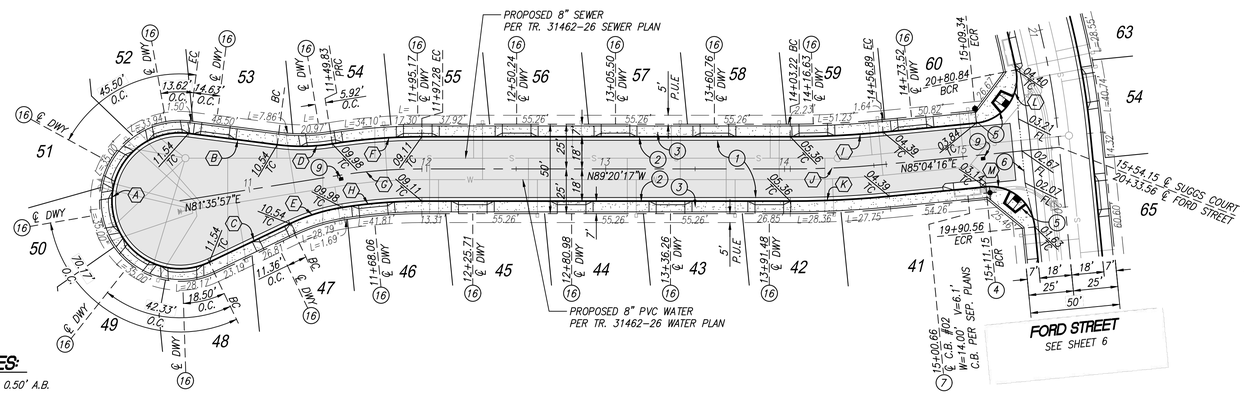
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26

QUANTITIES - DETAILS

SHEET 2 OF 7 SHEETS
FILE NO: 3363

Plotted: Jul 19, 2021 – 4:14pm By: juand DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-26\ST-Sht 02.dwg





CONSTRUCTION NOTES:

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2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
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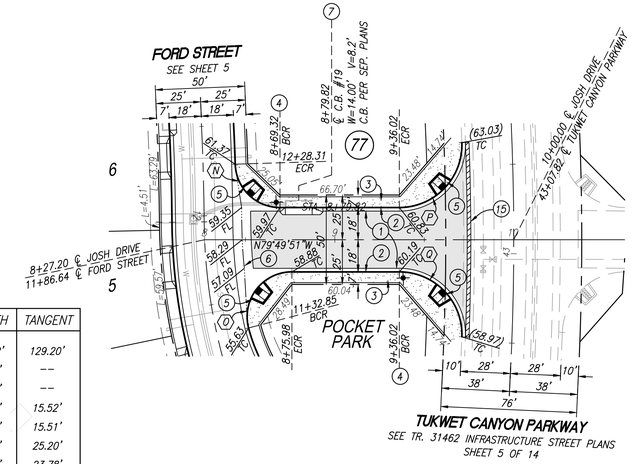
9. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
15. JOIN EXISTING PAVEMENT PER DETAIL ON SHEET 2
16. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

SUGGS COURT

SCALE: 1"=40'

CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	212°46'43"	38.00'	141.12'	129.20'
B	82°03'04"	--	50.00'	--
C	65°10'13"	--	50.00'	--
D	16°30'26"	107.00'	30.83'	15.52'
E	16°29'38"	107.00	30.80'	15.51'
F	09°03'45"	318.00'	50.30'	25.20'
G	09°03'45"	300.00'	47.45'	23.78'
H	09°03'45"	282.00'	44.60'	22.35'
I	05°35'27"	532.00'	51.91'	25.98'
J	05°35'27"	550.00'	53.67'	26.85'
K	05°35'27"	568.00'	55.42'	27.73'
L	95°37'07"	25.00'	41.72'	27.58'
M	90°00'00"	25.00'	39.27'	25.00'
N	88°12'05"	25.00'	38.49'	25.00'
O	104°39'29"	25.00'	45.67'	32.38'
P	92°06'49"	35.00'	56.27'	36.32'
Q	92°06'49"	35.00'	56.27'	36.32'



JOSH DRIVE

SCALE: 1"=40'

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ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

07/19/21
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

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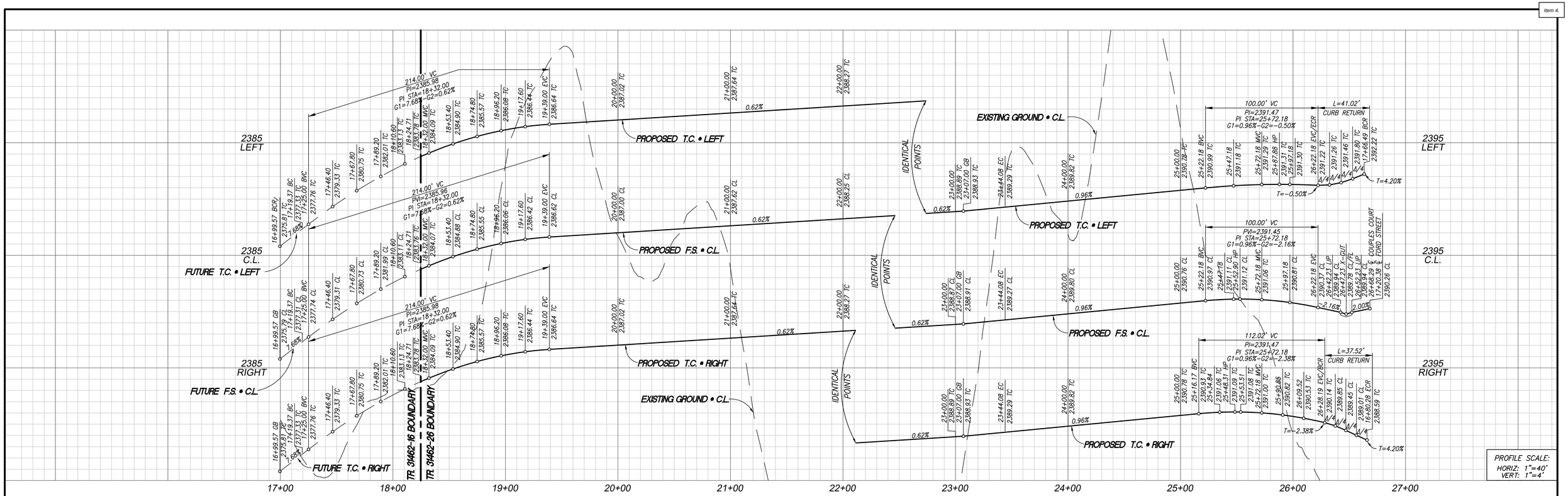
CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26
SUGGS COURT
STA: 10+00.00 TO STA: 15+62.41
JOSH DRIVE
STA: 8+27.20 TO STA: 10+00.00

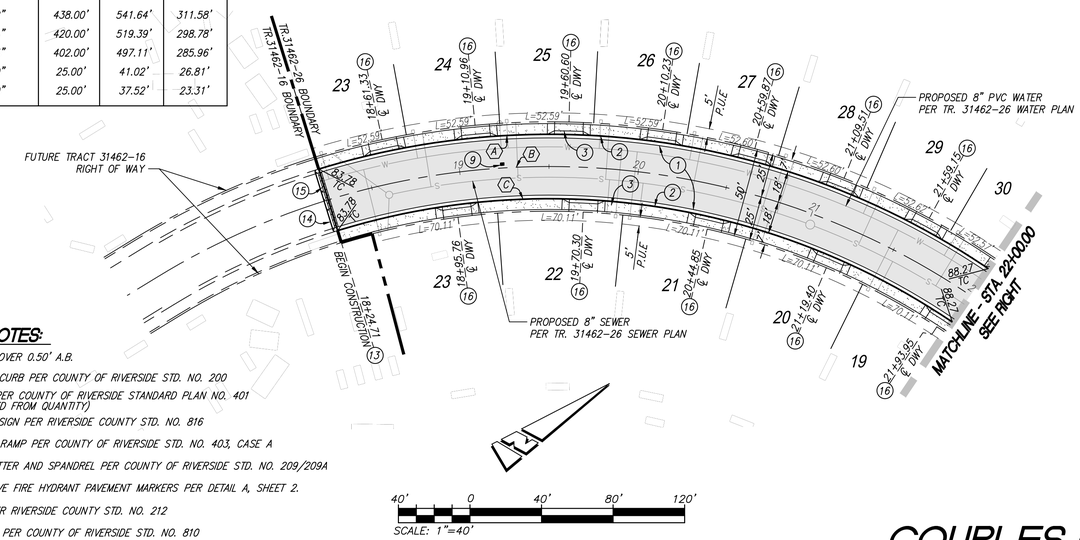
SHEET 3 OF 7 SHEETS
FILE NO: 3363

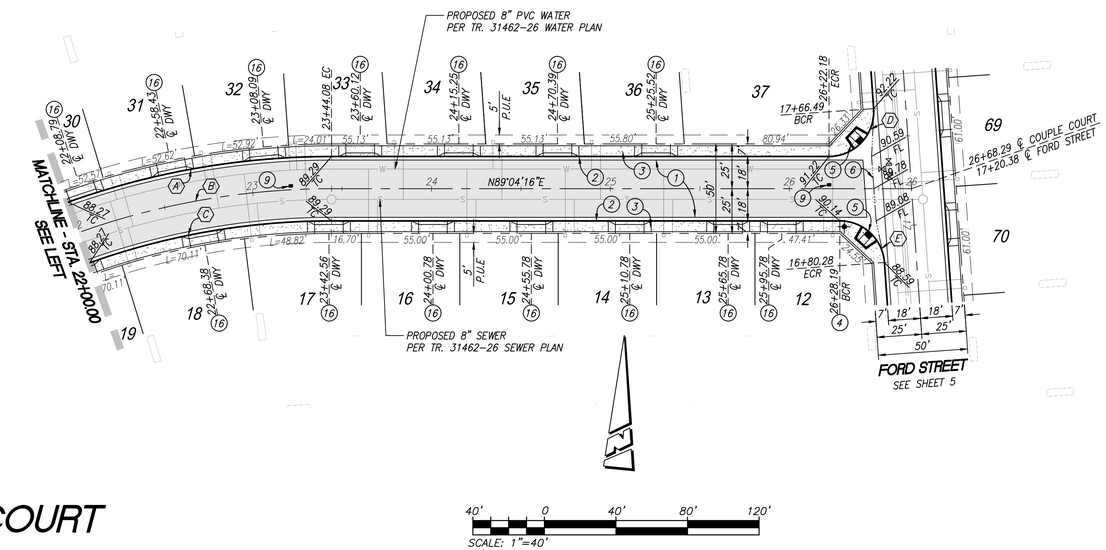
Plotted: Jul 19, 2021 – 4:15pm By: juand DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-26\ST-Sht 03.dwg



CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	70°51'12"	438.00'	541.64'	311.58'
B	70°51'14"	420.00'	519.39'	298.78'
C	70°51'05"	402.00'	497.11'	285.96'
D	94°00'00"	25.00'	41.02'	26.81'
E	86°00'00"	25.00'	37.52'	23.31'





CONSTRUCTION NOTES:

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13. INSTALL 6" AC DIKE PER RIVERSIDE COUNTY STD. NO. 212
14. CONSTRUCT BARRICADE PER COUNTY OF RIVERSIDE STD. NO. 810
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16. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

* IF TRACT 31462-16 AND 31462-26 ARE CONSTRUCTED CONCURRENTLY, REMOVAL OF BARRICADE IS NOT REQUIRED.

COUPLES COURT

DIGALERT
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811

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CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26
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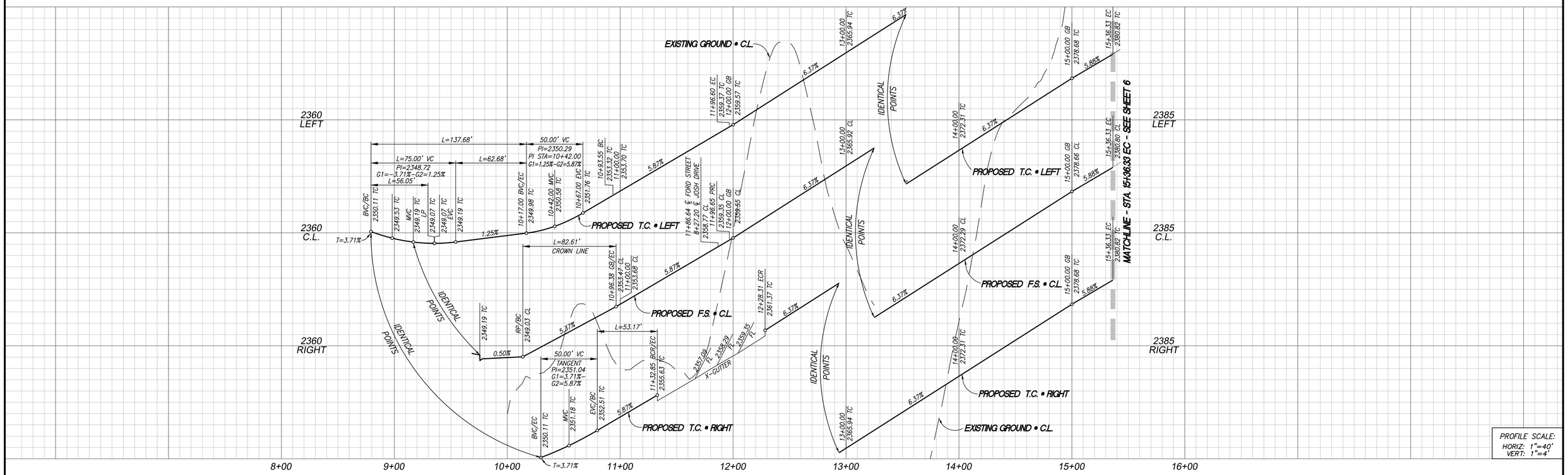
STA: 18+24.71 TO STA: 26+68.29

SHEET 4 OF 7 SHEETS
FILE NO: 3363



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

CONSTRUCTION NOTES:

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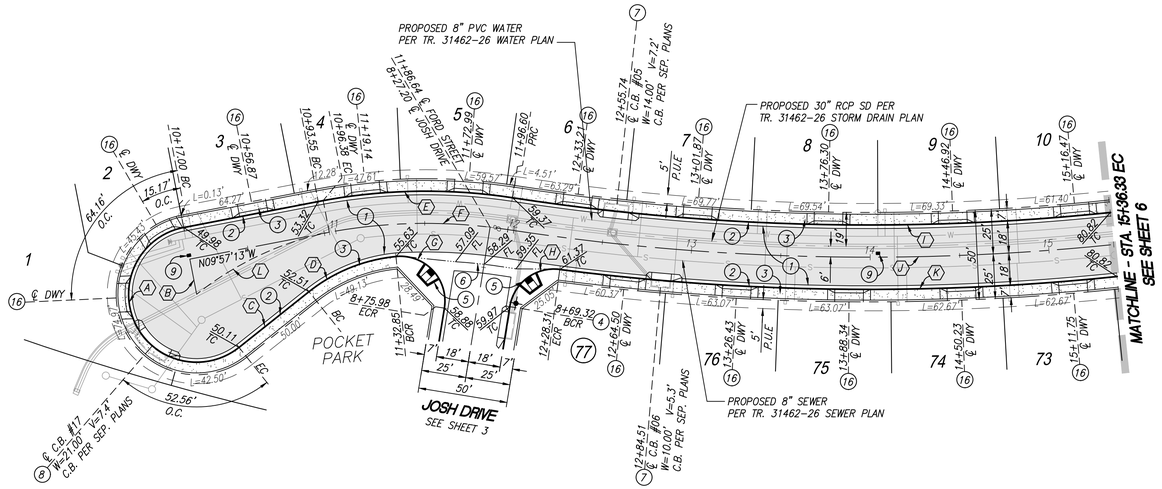
7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)
8. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "C". (CATCH BASIN'S PER SEP. PLAN)
9. INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKERS PER DETAIL A, SHEET 2.
16. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)

CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	207°35'48"	38.00'	137.68'	154.73'
B	80°02'47"	--	20.00'	--
C	37°33'01"	--	50.00'	--
D	33°03'42"	92.15'	53.17'	27.35'
E	19°40'53"	318.00'	109.23'	55.16'
F	19°41'28"	300.00'	103.10'	52.06'
G	104°39'29"	25.00'	45.67'	32.38'
H	88°12'05"	25.00'	38.49'	24.23'
I	14°40'07"	1309.00'	335.12'	168.48'
J	14°39'58"	1327.00'	339.68'	170.77'
K	13°17'58"	1345.00'	312.20'	156.80'
L	26°55'33"	175.80'	82.61'	42.08'



FORD STREET

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

07/19/21
GEORGE ALAN LENFESTEY DATE
R.C.E. 45920 EXP. 12-31-2022

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 07/19/21
JOB NUMBER: 06.002.000

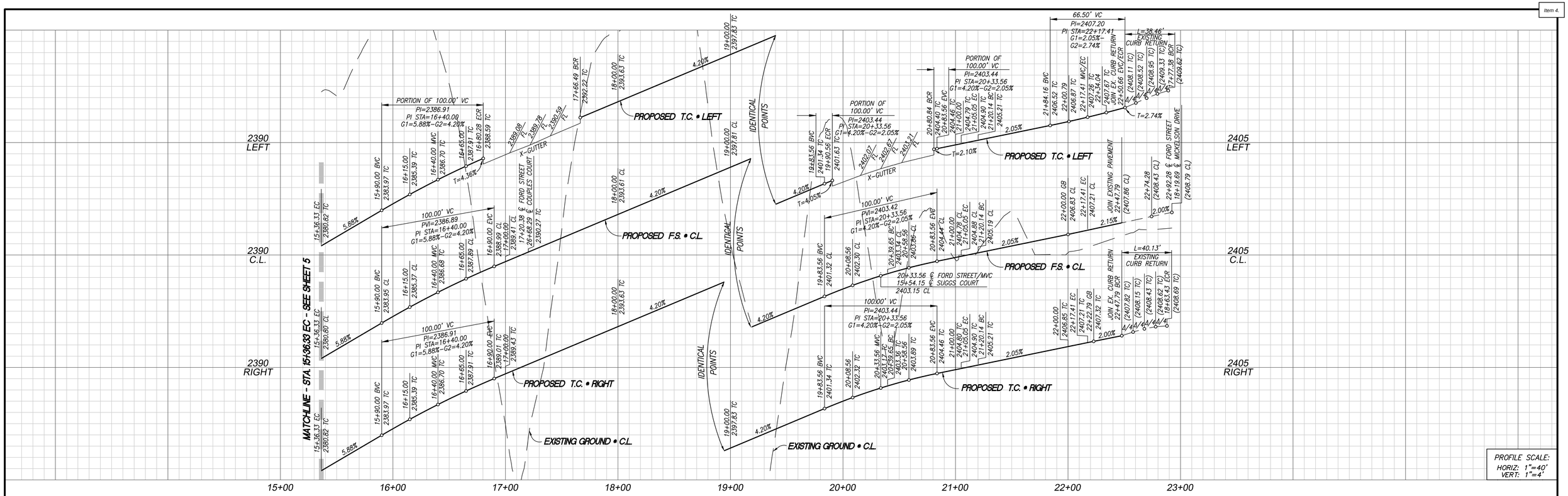
Reviewed By: Staff Engineer Date: 7/21/2021
Recommended for Approval By: Administrative Engineer Date: 7/21/2021
Approved By: City Engineer/Director of Public Works Date: 08/30/2021

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26
FORD STREET
STA: 10+00.00 TO STA: 15+36.33

SHEET 5 OF 7 SHEETS
FILE NO: 3363

Plotted: Jul 19, 2021 – 4:16pm By: juand DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-26\ST-Sht 05.dwg



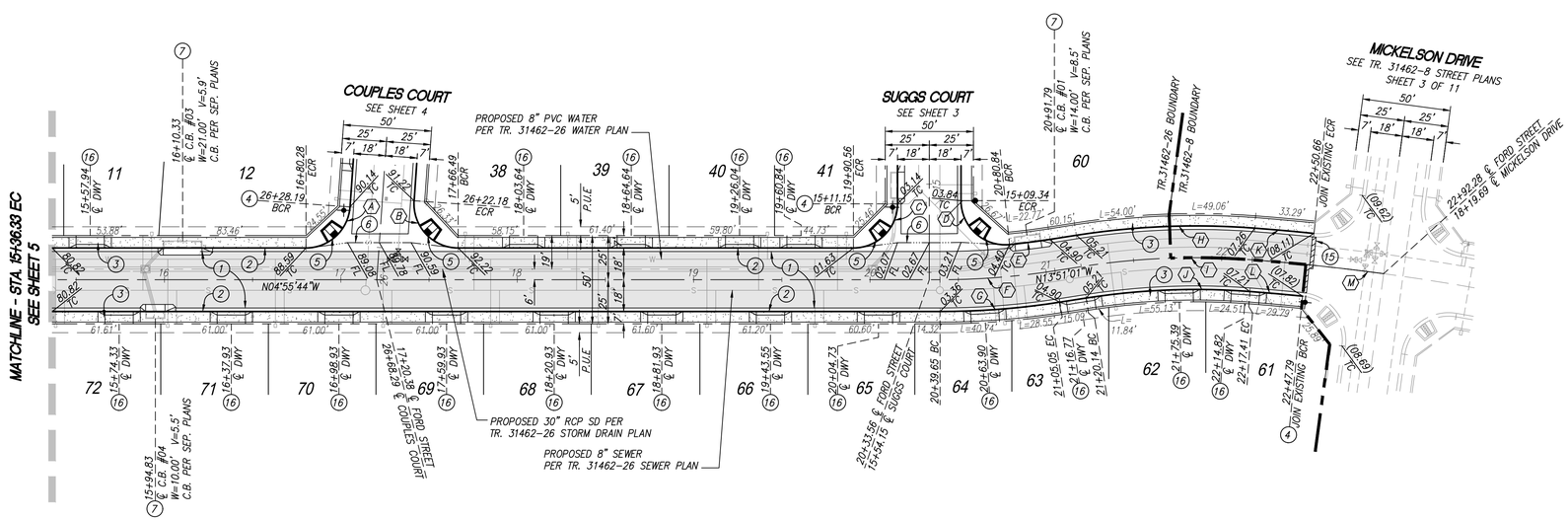
PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CURVE / LINE DATA TABLE:

	DELTA / BEARING	RADIUS	LENGTH	TANGENT
A	86°00'00"	25.00'	37.52'	23.31'
B	94°00'00"	25.00'	41.02'	26.81'
C	90°00'00"	25.00'	39.27'	25.00'
D	95°37'07"	25.00'	41.72'	27.58'
E	03°18'10"	402.00'	23.17'	11.59'
F	08°55'17"	420.00'	65.40'	32.76'
G	08°55'17"	438.00'	68.20'	34.17'
H	13°16'10"	438.00'	101.44'	50.95'
I	13°16'10"	420.00'	97.27'	48.85'
J	13°16'10"	402.00'	93.10'	46.76'
K	01°27'10"	1306.00'	33.12'	16.56'
L	03°19'50"	1288.00'	74.87'	37.45'
M	01°21'05"	1270.00'	29.95'	14.98'

CONSTRUCTION NOTES:

1. CONSTRUCT 0.33' A.C. OVER 0.50' A.B.
2. CONSTRUCT TYPE A-6 CURB PER COUNTY OF RIVERSIDE STD. NO. 200
3. CONSTRUCT SIDEWALK PER COUNTY OF RIVERSIDE STANDARD PLAN NO. 401 (DRIVEWAY S.F. REMOVED FROM QUANTITY)
4. INSTALL STREET NAME SIGN PER RIVERSIDE COUNTY STD. NO. 816
5. CONSTRUCT CURB AND RAMP PER COUNTY OF RIVERSIDE STD. NO. 403, CASE A
6. CONSTRUCT CROSS-GUTTER AND SPANDREL PER COUNTY OF RIVERSIDE STD. NO. 209/209A
7. CONSTRUCT GUTTER DEPRESSION FOR CURB OPENING AT STORM DRAIN CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 311, CASE TYPE "B". (CATCH BASIN'S PER SEP. PLAN)
15. JOIN EXISTING PAVEMENT PER DETAIL ON SHEET 2
16. CONSTRUCT RESIDENTIAL DRIVEWAY PER COUNTY OF RIVERSIDE ST. NO. 207 (W=16) (DRIVEWAY SUBJECT TO CHANGE WHEN FINAL HOME LOCATIONS ARE DETERMINED)



FORD STREET

SCALE: 1"=40'

DIGALERT
Call 2 Working Days Before You Dig!
811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

07/19/21
GEORGE ALAN LENFESTEY — DATE
R.C.E. 45920 EXP. 12-31-2022

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 07/19/21
JOB NUMBER: 06.002.000

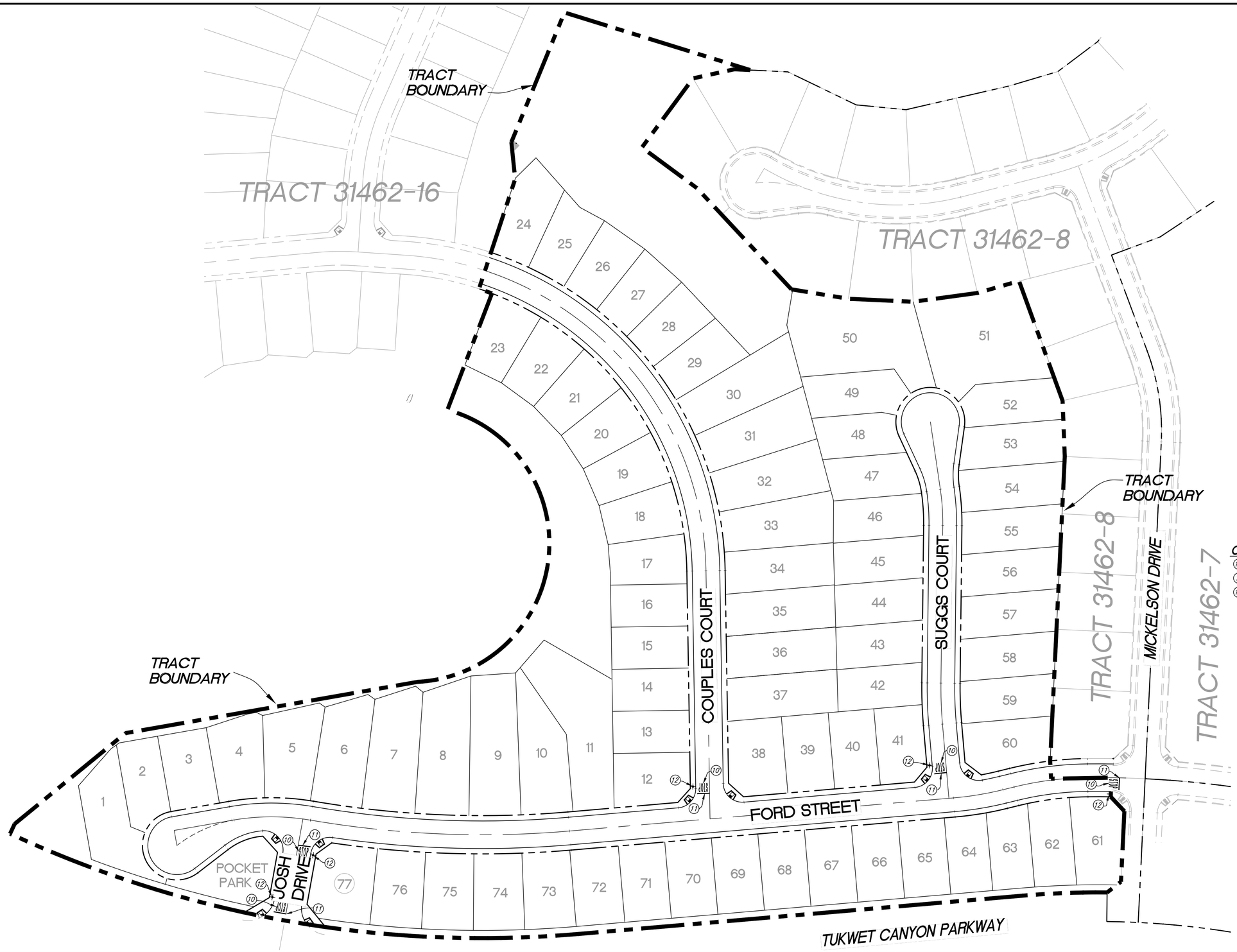
Reviewed By: Staff Engineer — Date: 7/21/2021
Recommended for Approval By: Administrative Engineer — Date: 7/21/2021
Approved By: City Engineer/Director of Public Works — Date: 08/30/2021

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26
FORD STREET
STA: 15+36.33 TO STA: 22+92.28

SHEET 6 OF 7 SHEETS
FILE NO: 3363

Plotted: Jul 19, 2021 – 4:17pm By: juand DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-26\ST-Sht 06.dwg



GENERAL SIGNAGE/STRIPING NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2010 CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, AND THE RIVERSIDE COUNTY STANDARD PLANS, LATEST EDITION HEREAFTER REFEREED TO AS THE STANDARD SPECIFICATIONS AND STANDARD PLANS UNLESS OTHERWISE SPECIFIED.
2. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND SIGNS, (EXCEPT PAVEMENT LEGENDS), SHALL COMPLY WITH THE 2010 MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PAVEMENT LEGENDS SHALL EXACTLY MATCH THE CITY OF BEAUMONT STANDARD STENCILS.
4. RAISED PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 85 OF THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS, ENTITLED "PAVEMENT MARKERS". ADHESIVE FOR PAVEMENT MARKERS SHALL CONFORM TO THE PROVISIONS IN SECTION 95-2.04 OF CALTRANS STANDARD SPECIFICATIONS (2010 EDITION) ENTITLED "RAPID SET EPOXY ADHESIVE FOR PAVEMENT MARKERS".
5. THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS SHALL CONFORM TO THE SECTION 84-2, ENTITLED "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTAION STANDARD SPECIFICATIONS (2010 EDITION).
6. ALL TRAFFIC STRIPING, PAVEMENT LEGENDS AND RAISED PAVEMENT MARKERS THAT CONFLICT OR CONFUSE TRAFFIC AS A RESULT OF THE NEWLY INSTALLED WORK SHOWN ON THIS PLAN SHALL REMOVED BY WET SANDBLASTING OR GRINDING AS DIRECTED BY THE ENGINEER.
7. DEBRIS FROM REMOVAL OPERATIONS SHALL BE CONTAINED WITHIN THE WORK AREA AND THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT PERSONS AND PROPERTY ADJACENT TO THE SANDBLASTING OPERARATIONS. THE DEBRIS RESULTING FROM THE SANDBLASTING SHALL BE IMMEDIATELY REMOVED AND DISPOSED OF BY THE CONTRACTOR. DEBRIS WITHIN THE ROADWAY SHALL BE REMOVED BY MECHANICAL SWEEPING OR HIGH-POWER VACUUM.
8. ALL SIGNS SHALL CONFORM TO SECTION 56, ENTITLED "SIGNS", AS SPECIFIED IN THE CALTRANS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (2010 EDITION). SIGNS SHALL BE REFLECTORIZED SHEET ALUMINUM USING HIGH INTENSITY GRADE SHEETING WITH 3M #1150 PROTECTIVE OVERLAY FILM OR APPROVED EQUAL. ALL SIGNS SHALL BE MOUNTED WITH THEFT/VANDA-PROOF FASTENERS.
9. ALL SIGNS SHALL BE STANDARD SIZE IN ACCORDANCE WITH THE 2010 MUTCD, EXCEPT PARKING RELATED SIGNS SHALL BE 12" x 18".
10. PER GOVERNMENT CODE SECTION 4216, IF THE WORK IN AN AREA WHICH IS KNOWN, OR REASONABLY SHOULD KNOW, TO CONTAIN SUBSURFACE INSTALLATIONS, CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (U.S.A.) AT 1-800-227-2600 AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER AT LEAST TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCING ANY WORK THAT PENETRATES THE EXISTING SURFACE.
11. STRIPING LAYOUT SHALL BE APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT PRIOR TO APPLICATION OF THE THERMOPLASTIC MATERIAL. CONTACT THE CITY PUBLIC WORKS DEPARTMENT CITY INSPECTOR AT (951) 769-8520 EXT. 250 (BEAUMONT) 2 WORKING DAYS PRIOR TO LAYOUT.
12. STEEL SIGN POSTS INSTALLED IN CONCRETE AREAS SHALL BE INSTALLED IN METAL SLEEVES TO FACILITATE REPLACEMENT. ALL POSTS SHALL BE 2" TELSPAR POSTS UNLESS NOTED OTHERWISE.

CONSTRUCTION NOTES:

(10) INSTALL R1 STOP SIGN ON STREET NAME SIGN POST PER RIVERSIDE COUNTY STD NO. 815
(11) THERMOPLASTIC WHITE LIMIT LINE PER CALTRANS STANDARD A24E
(12) THERMOPLASTIC "STOP" PAVEMENT MARKING PER CALTRANS STANDARD A24D

60' 0 60' 120' 180'
SCALE: 1"=60'

DIGALERT
Call 2 Working Days Before You Dig! 811

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV.2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING WEST
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840

07/19/21
GEORGE ALAN LENFESTEY DATE
R.C.E. 45920 EXP. 12-31-2022

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 07/19/21
JOB NUMBER: 06.002.000

CITY of BEAUMONT CALIFORNIA INC. NOV 18, 1912

Reviewed By: Staff Engineer Date: 7/21/2021
Recommended for Approval By: Administrative Engineer Date: 7/21/2021
Approved By: City Engineer/Director of Public Works Date: 08/30/2021

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

CITY OF BEAUMONT, CALIFORNIA
STREET IMPROVEMENT PLANS
TRACT NO. 31462-26

SIGNAGE - STRIPING

SHEET 7 OF 7 SHEETS
FILE NO: 3363

Plotted: Jul 19, 2021 – 4:17pm By: juand DWG: N:\06.002.000\Drawings\PA-18\Drawings\Street Improvements\Tr. 31462-26\ST-Sht 07.dwg

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
~~TRACT~~ NO. 37938
PARCEL MAP

DATE OF AGREEMENT: _____

NAME OF SUBDIVIDER: EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an ARIZONA LIMITED LIABILITY COMPANY. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: _____ subdivision consisting of 2 ~~residential~~ lots, _____, originally approved on _____, and Tentative ~~Tract~~ PARCEL MAP 37938 ("Tract" or "Tentative Tract Map"), originally approved on OCTOBER 6, 2020.

FINAL ~~TRACT~~ PARCEL MAP 37938 APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")	$ 5,000.00 (see Exhibit "B")

BOND NUMBERS: LICX1209830

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an ARIZONA LIMITED LIABILITY COMPANY, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. <u>Subdivider's Obligation to Construct Improvements</u>.

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

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

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

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

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

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

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

2. Improvement Securities.

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

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

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

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

(iv) 5,000.00 and 00/100 Dollars ($X,XXX.XX) in the form of a ~~cash~~ SURETY BOND ~~deposit~~, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

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

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

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

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

3. <u>Alterations to Improvement Plans; Modification of City Standards.</u>

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. <u>Warranty.</u>

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless.

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

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

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

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

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City: City of Beaumont
550 E. 6th Street
Beaumont, CA 92223 Attn:
City Manager

With a Copy to: John Pinkney, Esq.
SBEMP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262

Notice to Subdivider:

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C.,
an Arizona limited liability company
Evergreen Development Company-2019, L.L.C.,
Its: Manager
Evergreen Devco, Inc.,
Its: Manager

By: _____
LAURA ORTIZ, PRESIDENT

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

Jeff Hart, Dir. Of Engineering/Public Works

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

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

STATE OF ARIZONA)
)ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 28th day of MARCH, 2022, by Laura Ortiz, the President of Evergreen Devco, Inc., a California corporation, Manager of Evergreen Development Company-2019, L.L.C., an Arizona limited liability company, Manager of EVERGREEN–8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company, on be half said entities.

WITNESS my hand and official seal.

Peggy Doane
Notary Public

My Commission Expires:
June 6, 2022

PEGGY DOANE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
June 06, 2022

EXHIBIT A
LEGAL DESCRIPTION

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 OF PARCEL MAP NO. 5570, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 34 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS.

Exhibit B

October 1, 2020

Consultant will perform the following services:

Mapping

Task 1 – Final Parcel Map

Kimley-Horn will prepare a Final Parcel Map depicting the subdivision of property such that the two retail pads are each in its own lot. The lots will be in general accordance with the Subdivision Map Act, City municipal code and the approved Tentative Parcel Map.

Kimley-Horn will prepare and submit the applications and respond to up to three rounds of review comments pertaining to the technical preparation of the map. Recordation at the County of Riverside or Tax Bond assistance is excluded but may be added as needed.

Task 2 – Monumentation

Upon completion of construction monumentation of property corners will be done. Monumentation of up to ten (10) property corners is included within this proposal.

Task 3 – Legal Descriptions (Optional)

If requested separate from the Final Parcel Map, Kimley-Horn can provide Legal Descriptions for the 7-11 and QSR Parcel. This will include a separate Plat and Legal for Client's use.

Task 4 – Utility Easement Exhibits (Optional)

If requested separate from the Final Parcel Map, Kimley-Horn can provide Utility Easement Exhibits for Client's use.

Construction Services

Task 5 – On-Site Construction Documents

Kimley-Horn will prepare private Construction Drawings in general accordance with City guidelines. This assumes that Entitlement Plans have been reviewed and approved by the Client and/or City. The Conditions of Approval for the Entitlement Phase of this project have not been issued. As such, the Scope of Services and Fee presented herein may require an amendment to satisfy the final requirements and conditions set forth by the City of Beaumont. Changes to the site plan layout by the owner or the architect after Construction Documents have been started may result in additional services. We anticipate the plan set will consist of the following sheets:

Cover and Note Sheets:
Two sheets consisting of a project title, sheet index, legend, basis of bearing note, benchmark data, development team data, site area, client contacts, geotechnical report reference, earthwork quantity estimates, vicinity map, location map, legal description, utility company contacts, approval blocks, general notes, city notes, and utility notes.

Rough Grading Plan and Details:
Kimley-Horn will prepare a Rough Grading Plan for the area or work to show the proposed finish floors, finished surface elevations of the perimeter sidewalks, adjacent surface parking areas, new ingress/egress, and landscape areas. One-foot proposed contours and key spot elevations will be identified. Earthwork quantity estimates will be calculated for plan check and bonding purpose only. This plan will depict interim storm water BMPs and water quality systems selected for the project and located within the design limits. The size and material of storm drains will be provided. The Storm Drain connection to the public storm drain will be shown on the plan. Any additional coordination with Riverside County Flood Control can be performed as an additional service.

The sheets prepared above will be submitted concurrently to the City and the Client for review and consideration for approval. The effort for this task does not include design of any off-site utilities to connect our site to existing facilities nor does it include coordination and integration of any intermediate architectural changes which affect the civil engineering plans and site plan. Changes to the civil engineering plans resulting from changes to the building utility design and/or site plan

after commencement of this task will be considered an additional service. This task does not include dry utility design, dry utility routing will be provided by others and shown on the Utility plan for coordination purposes. Any developer- required changes after production has begun will be considered an additional service.

An On-Site Erosion Control Plan is excluded from this task. If the City requires the plan to be submitted concurrently with the Rough Grading Plans, Kimley-Horn will forward an amendment to the Client for review and execution prior to the start of work.

A Final Water Quality Management Plan, and a Final Drainage Report are excluded from this task. If the City of Beaumont requires the beforementioned reports to be submitted with the Rough Grading Plans, Kimley-Horn will forward an amendment to the Client for review and execution prior to the start of work.

Deliverable: Set of Construction Documents formatted for submittal to the City for grading permit review.

Task 6 – Off-Site Construction Documents

The City of Beaumont requires a separate Encroachment Permit to be submitted concurrently with the On-Site Rough Grading Plan. This plan will specifically depict replacement of Sidewalk fronting the property, two common access driveways, one fronting 8th St and the other Highland Springs Ave, and wet utility connections to domestic water and sanitary sewer.

This task assumes that one profile sheet will be required depicting the connections and crossings of the domestic water and sanitary sewer. Kimley-Horn assumes all public lines serving the site are of adequate capacity and no upsizing will be needed.

Per the Conditions of Approval, Street Lights will need to be added per City of Beaumont standards. Kimley-Horn will prepare a street light plan for four (4) street lights to be placed on 8th Street and Highland Spring Ave along the project property frontage. The street light plan will be 1"=40' scale showing proposed street light location with adjacent pull box. It is assumed that service utility coordination will be performed by Client's Dry Utility Consultant to determine service location and connection details for the lights.

Additional improvements to be included in this task is the Half-Width Slurry Coat and Seal of the fronting roads, remove and replace of the corner curb ramp to current ADA Standards, and the installation of a Bus Stop. It is assumed coordination with the Transit District regarding standards and location are to be coordinate by the Client.

This task assumes no street widening, turn-pockets, or improvements beyond stated above will be required.

Task 7 – Stormwater Pollution Prevention Plan (SWPPP) / Notice of Intent (NOI)

A Stormwater Pollution Prevention Plan (SWPPP) is required to permit any construction with a disturbed area greater than 1-acre. Kimley-Horn will prepare one SWPPP based upon the topographic survey and the Erosion Control Plan. This report will include discussion of possible pollutants during construction and the associated best management practices (BMP's) to address the possible pollutants. The SWPPP will also include a list of the required maintenance dates associated with the structural BMP's. Two copies of the SWPPP will be prepared; one copy is to remain at the site during construction and the other copy shall be submitted to the governing agency. This task also includes the preparation of the Notice of Intent (NOI) and submittal of the application to the State Water Resource Board; all fees associated with the application are to be paid by the client. The role of Qualified SWPPP Developer (QSD) is included within the scope of this proposal. We assume that a Qualified SWPPP Practitioner (QSP) will be retained by the owner or the project contractor. The QSP will file the annual report and close the project with the Notice

of Termination. This proposal assumes that the site will be assigned a Risk Assessment Level 1 or 2 as defined by the California General Permit.

Task 8 – Permitting Assistance & Coordination (Hourly Services with Initial Budget)

Kimley-Horn will submit the plans and reports to the City for review. Efforts to address three (3) rounds of consolidated minor City and Client review comments are included in the lump sum portions of this Agreement; however, we will utilize this task to address additional Client and/or staff review comments in an effort to help obtain project approval and permits. At the Client's request, we can also utilize this task to address attendance at any periodic engineering plan status meetings with the Client, Architect, and/or City. Kimley-Horn will also utilize this task to assist with City or other agency submittal packages as required to obtain grading or building and safety permits.

If submittals exceed reasonable number of iterations typical for a project of this type the client will be notified and additional fees may be required.

Task 9 - Construction Support (Hourly Services with Initial Budget)

Construction Support includes Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information (RFIs) and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents bid amounts will be made by Client. Kimley-Horn will review and approve or take other appropriate action with respect to Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. A representative from Kimley-Horn will visit the Project site to observe the quality and quantity of work and endeavor to guard against defects or deficiencies in the work of contractors, manufacturers and vendors. This task assumes five (5) site visits; four (4) during construction and once (1) upon completion of work. Site visits will be to observe the Work in place, to become familiar with progress and quality and to determine if the Work is in keeping with the intent of the Site Contract Documents.

For the services set forth above, Client shall pay Consultant the following compensation:

Task Description	Lump Sum	Lump Sum (Optional)	Hourly
Task 1 – Final Parcel Map	$ 11,500		
Task 2 – Monumentation	$ 5,000		
Task 3 – Legal Description (Optional)		$ 2,000	
Task 4 – Easement Exhibit (Optional)		$ 1,000	
Construction Services			
Task 5 – On-Site Construction Documents	$ 20,300		
Task 6 – Off-Site Construction Documents	$ 13,500		
Task 7 – Storm Water Pollution Prevention Plan	$ 8,000		
Task 8 – Permitting Assistance & Coordination			$ 7,000
Task 9 – Construction Support Services			$ 7,000
Total Estimated Fees	**$58,300**	**$3,000**	**$ 14,000**

LICX1209830

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ EVERGREEN-8th & HIGHLAND SPRINGS, L.L.C. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated March 23, 2022, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. , which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, we, the Principal and LEXON INSURANCE COMPANY, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of FIVE THOUSAND AND NO/100S dollars ($ 5,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 18, 2022 .

(Seal)

LEXON INSURANCE COMPANY

SURETY

By: Leigh McCarthy

Name: Leigh McCarthy

Title: Attorney-In-Fact

Address: 2307 River Road, Suite 200

Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

PRINCIPAL

By: _____

Name: Doug Leventhal

Title: Chief Operating Officer

By: _____

Name: Doug Leventhal

Title: COO

Address: 2390 E Camelback Road, Suite 410

Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT
SURETY

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 Kentucky)
County of Jefferson)

On March 18, 2022 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

Signature Barbara A. D **(Seal)**

ACKNOWLEDGMENT

PRINCIPAL

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 Arizona)
County of Maricopa)

On 3/23/22 before me, Peggy Doane / ofc. Mgr.
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

PEGGY DOANE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
June 06, 2022

Signature Peggy Doane

(Seal)

LICX1209830

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and EVERGREEN -8th & HIGHLAND SPRINGS, L.L.C. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated March 23, 2022, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Five Thousand and No/100s Dollars ($5,000) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 18, 2022 .

(Seal)

LEXON INSURANCE COMPANY

SURETY

By: Leigh McCarthy

Name: Leigh McCarthy

Title: Attorney-In-Fact

Address: 2307 River Road, Suite 200

Louisville, KY 40206

(Seal)

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., an Arizona limited liability company
By: Evergreen Development Company-2019, L.L.C., an Arizona limited liability company
Its: Manager
By: Evergreen Devco, Inc., a California corporation
Its: Manager

PRINCIPAL

By: _____

Name: Doug Leventhal

Title: Chief Operating Officer

By: _____

Name: Doug Leventhal

Title: COO

Address: 2390 E Camelback Road, Suite 410

Phoenix, AZ 85016

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ACKNOWLEDGMENT
SURETY

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 Kentucky)
County of Jefferson)

On March 18, 2022 before me, Barbara A. Duncan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

BARBARA A. DUNCAN
Notary Public, State at Large, KY
My comm. expires June 28, 2024
Notary ID #KYNP7318

Signature Barbara A. D (Seal)

ACKNOWLEDGMENT
PRINCIPAL

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 Arizona)
County of Maricopa)

On 3/23/22 before me, Peggy Doane / ofc. Mgr.
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

PEGGY DOANE
Notary Public, State of Arizona
Maricopa County
My Commission Expires
June 06, 2022

Signature Peggy Doane **(Seal)**

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars ($100,000,000.00).**

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

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

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

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

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

Endurance Assurance Corporation
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

Lexon Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1954 STATE OF TEXAS

Bond Safeguard Insurance Company
By: Richard M Appel
Richard Appel; SVP & Senior Counsel
BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

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

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23
AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

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

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

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

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 18th day of March, 20 22.

By:
Daniel S. Lurie, Secretary

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

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

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

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

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Item 4.

RE: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Kylie Tillema <ktillema@beaumontca.gov>

Thu 3/24/2022 7:31 AM

To: Richard Godsey <rgodsey@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Approved.

Thank you,

Kylie Tillema
Fire Safety Specialist/Office of the Fire Marshal
CAL FIRE/Riverside County Fire Department
Proudly Serving the City of Beaumont
Desk: 951-572-3225 | Main: 951-769-8529
550 E. 6th Street, Beaumont, CA 92223
ktillema@BeaumontCA.gov | www.BeaumontCA.gov

From: Richard Godsey <rgodsey@beaumontca.gov>
Sent: Thursday, March 17, 2022 1:12 PM
To: Kylie Tillema <ktillema@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Subject: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Good afternoon Kylie,

Please see attached map for your approval. Please provide email response indicating approval or otherwise.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

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Item 4.

Re: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Scott Fazekas & Associates, Inc. <sfairvine@aol.com>

Thu 3/17/2022 3:36 PM

To: Richard Godsey <rgodsey@beaumontca.gov>

Cc: tdunkin@beaumontca.go <tdunkin@beaumontca.go>; Suzanne Foxworth <SFoxworth@beaumontca.gov>

Richard,

No objections by Building Division. Approval recommended.

Scott Fazekas, AIA, NCARB, CBO, LEED AP, CASp
Building Official
City of Beaumont
9 Corporate Park, Suite 200
Irvine, CA 92606
sfairvine@aol.com
(949) 475-2901
Fax (949) 475-2560

-----Original Message-----
From: Richard Godsey <rgodsey@beaumontca.gov>
To: sfairvine@aol.com <sfairvine@aol.com>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Sent: Thu, Mar 17, 2022 1:08 pm
Subject: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Good afternoon Scott,

Please see the attached map for the subject Public Works project. We are circulating this document for our various departments to make approval. There is no need to sign the document, instead, please provide an email response indicating approval or otherwise.

Please let me know if I can provide more information or answer any questions.

Thank you,

Richard Godsey
Public Works Permit Technician

City of Beaumont
550 E. 6th Street, Beaumont, Ca 92223
Desk (951) 769-8520 | Fax (951) 769-8526
BeaumontCa.gov
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Item 4.

BEAUMONT
CALIFORNIA

#ACITYELEVATED

Item 4.

RE: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Carole Kendrick <CKendrick@beaumontca.gov>

Thu 3/17/2022 1:23 PM

To: Richard Godsey <rgodsey@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>

Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>

Planning approved

From: Richard Godsey <rgodsey@beaumontca.gov>
Sent: Thursday, March 17, 2022 1:11 PM
To: Carole Kendrick <CKendrick@beaumontca.gov>; Christina Taylor <Ctaylor@beaumontca.gov>
Cc: Suzanne Foxworth <SFoxworth@beaumontca.gov>; Tracy Dunkin <tdunkin@beaumontca.gov>
Subject: Fw: PW2021-0679 - PM 37938 & NIL Submittal - For Departmental Approvals

Good afternoon,

Please see the attached map for Planning approval. Please provide email response indicating approval or otherwise.

Thank you,

Richard Godsey

Public Works Permit Technician

City of Beaumont

550 E. 6th Street, Beaumont, Ca 92223

Desk (951) 769-8520 | Fax (951) 769-8526

BeaumontCa.gov

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BEAUMONT
CALIFORNIA

NUMBER OF PARCELS: 4
2 NUMBERED PARCELS AND 2 LETTERED LOTS
TOTAL GROSS AREA= 2.08 ACRES

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

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC *JANUARY, 2021*

RECORDER'S STATEMENT:

FILED THIS _____DAY OF _____, 20____ AT _____M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY OF BEAUMONT.

NO. _____
FEE _____
PETER ALDANA, ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE 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 PURPOSES:
TO THE CITY OF BEAUMONT, LOT "A" AND LOT "B", FOR STREET AND PUBLIC UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:
TO BEAUMONT CHERRY VALLEY WATER DISTRICT THE "PUBLIC UTILITY" EASEMENT AS SHOWN HEREON, FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES.

EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: EVERGREEN DEVELOPMENT COMPANY-2019, LLC., AN ARIZONA LIABILITY COMPANY
ITS: MANAGER

BY: EVERGREEN DEVCO, INC., A CALIFORNIA CORPORATION
ITS: MANAGER

BY: _____

PRINT NAME: _____

ITS: _____

DATE: _____

BENEFICIARY:

WELLS FARGO BANK, NATIONAL ASSOCIATION, HOLDER OF BENEFICIAL INTERESTS UNDER DEED OF TRUST RECORDED FEBRUARY 18, 2021 AS DOCUMENT NO. 2021-0106421, OFFICIAL RECORDS.

BY: _____ DATE: _____

_____
PRINT NAME / PRINT TITLE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS

ABANDONMENT NOTE

PURSUANT TO SECTION 66445 (j) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THAT CERTAIN EASEMENT FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED IN RIVERSIDE COUNTY BOARD OF SUPERVISOR'S RESOLUTION, RECORDED NOVEMBER 13, 1962 AS INSTRUMENT NO. 104649 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.

CITY OF BEAUMONT, HOLDER OF AN EASEMENT FOR PUBLIC ROAD PURPOSES, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS, COMMUNICATIONS AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.

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 $ _____.

DATE: _____, 20____

MATTHEW JENNINGS
COUNTY TAX COLLECTOR BY: _____ , DEPUTY

TAX BOND STATEMENT:

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.

DATE: _____ , 20____

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR BY: _____ , DEPUTY

BEAUMONT CHERRY VALLEY WATER DISTRICT CERTIFICATE OF ACCEPTANCE:

THIS IS TO CERTIFY THAT THE INTEREST OF THE WATER FACILITIES EASEMENTS FOR CONSTRUCTION AND MAINTENANCE OF WATER FACILITIES CONVEYED WITH THE OWNERS STATEMENT HEREON, FROM OWNER, EVERGREEN-8TH & HIGHLAND SPRINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, TO BEAUMONT CHERRY VALLEY WATER DISTRICT, A POLITICAL CORPORATION OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED AND CONSENTS TO ITS RECORDATION.

DATE:_____, 20_____ BY:_____
BEAUMONT CHERRY VALLEY WATER DISTRICT

ITS:_____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF EVERGREEN DEVCO IN DECEMBER, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

LICENSED LAND SURVEYOR
MICHAEL J. KNAPTON
No. 8012
STATE OF CALIFORNIA

_____
MICHAEL J. KNAPTON, L.S. 8012, EXP. 12-31-22 DATE

CITY ENGINEER'S STATEMENT:

I, JEFF HART, HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, ALL APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF BEAUMONT ORDINANCE 547 HAVE BEEN COMPLIED WITH.

DATED: _____ , 20___

_____
JEFF HART, CITY ENGINEER
R.C.E. 70910

_____

I HEREBY STATE THAT I HAVE EXAMINED PARCEL MAP NO. 37938, CONSISTING OF 4 SHEETS, AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

DATED: _____ , 20___

_____
JAY S. FAHRION, PROFESSIONAL LAND SURVEYOR
P.L.S. 8207

BEAUMONT CITY COUNCIL CERTIFICATE :

I HEREBY CERTIFY THAT THIS MAP WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BEAUMONT ON _____ AND THAT THEREUPON SAID COUNCIL DID, BY ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

THE DEDICATION IN FEE FOR PUBLIC PURPOSES, LOT "A" AND LOT "B" AS SHOWN HEREON FOR STREET AND PUBLIC UTILITY PURPOSES IS ACCEPTED ON BEHALF OF THE PUBLIC, AND PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES ABANDONMENT OF THE EASEMENTS AS NOTED HEREON.

DATED: _____ , 20____ BY: _____
CITY CLERK, CITY OF BEAUMONT
RIVERSIDE COUNTY, CALIFORNIA

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

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC *JANUARY, 2021*

NOTARY ACKNOWLEDGMENT:

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

STATE OF _____

COUNTY OF _____) SS

ON _____ BEFORE ME, _____ , NOTARY PUBLIC

PERSONALLY APPEARED_____

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

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

WITNESS MY HAND.

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

_____ (NAME PRINTED)

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

NOTARY ACKNOWLEDGMENT:

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

STATE OF _____

COUNTY OF _____) SS

ON _____ BEFORE ME, _____ , NOTARY PUBLIC

PERSONALLY APPEARED_____

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

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

WITNESS MY HAND.

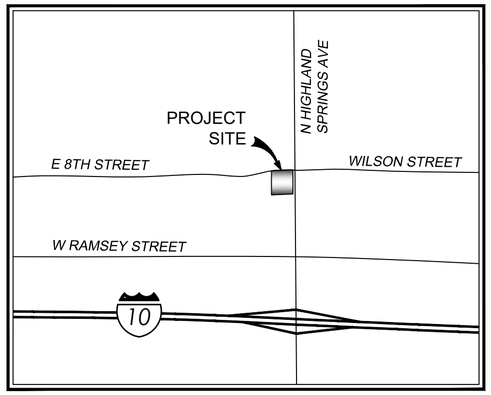
SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

_____ (NAME PRINTED)

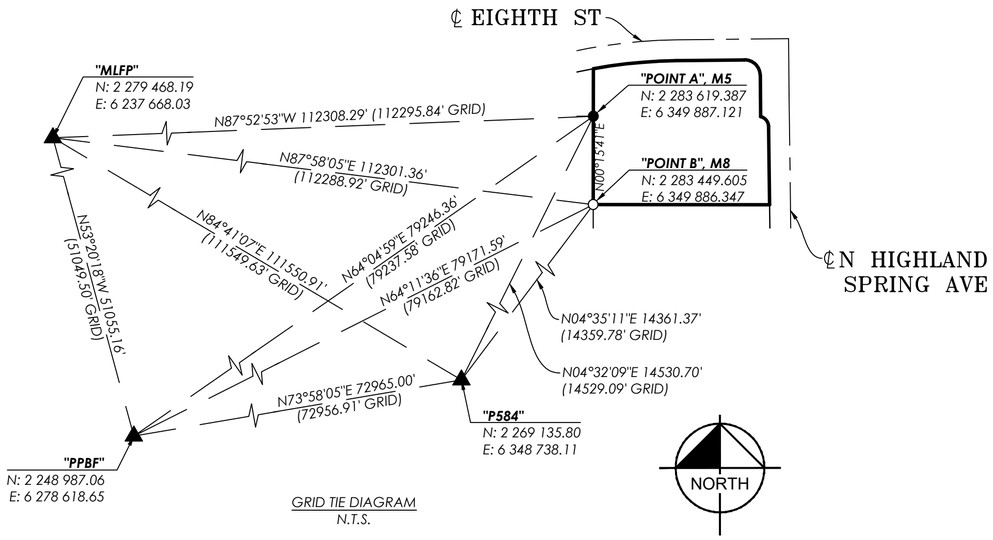
MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____



VICINITY MAP

N.T.S.



GRID TIE DIAGRAM

N.T.S.

BASIS OF BEARING:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM CCS83, ZONE 6 EPOCH 2010.00, BASED LOCALLY ON NGS CORS CONTROL STATIONS "P584", "PPBF" AND "MLFP"AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.999889195. CALCULATIONS ARE MADE AT "POINT A" WITH COORDINATES OF N: 2 283 619.387, E: 6 349 887.121, USING AN ELEVATION OF 2600.47' NGVD29.

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

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC *JANUARY, 2021*

BOUNDARY ESTABLISHMENT

LINE DATA TABLE				
-	BEARING (M)	LENGTH (M)	BEARING (R)	LENGTH (R)
L1	N00° 15' 41"E	40.63'		
L2	N89° 45' 08"W	40.00'		
L3	N89° 44' 52"W	40.00'	(S89°51'45"W)	(39.98')
L4	N89° 33' 18"E	120.22'	(S89°10'30"W)	(120.08')
L5	N75° 50' 41"E	120.22'	(S75°28'50"W)	(120.08')
L6	N00° 16' 22"W	39.47'	(N00°43'39"W)	(39.40')
L7	N00° 29' 14"W	39.99'	(N00°50'43"W)	(40.07')

SEE SHEET 4 FOR SET MONUMENT NOTES

REFERENCES:

R1 PM NO. 5570, PMB 10/34

R2 MB 19/41

R3 RS 127/100

R4 PM NO. 35789, PMB 242/56

R5 CR11-1065

R6 CR11-1066

LEGEND:

● INDICATES MONUMENT FOUND AS NOTED

℄ OR CL CENTER LINE

( ) INDICATES RECORD DATA PER R1 UNLESS NOTED OTHERWISE

PP PLASTIC PLUG

SFN SEARCHED FOUND NOTHING

BC BEGINNING OF CURVE

IP IRON PIPE

N.T.S NOT TO SCALE

AC ACRE

SQ. FT. SQUARE FOOT

Ⓘ ESTABLISHED BY INTERSECTION

(CFR) CALCULATED FROM RECORD

(R) INDICATES RADIAL BEARING

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

MONUMENT AND ESTABLISHMENT NOTES:

M1 FD 3/4" IP ILLEGIBLE, FLUSH IN DIRT IN LIEU OF 1" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 2851", ACCEPTED AS BC OF CURVE ON THE S'LY LINE OF 8TH STREET, AS SHOWN BY R1.

M2 FD 3/4" IP ILLEGIBLE AND BENT E'LY, DOWN 0.1' IN DIRT, NOT ACCEPTED, POINT LIES S15°26'42"W, 0.31' FROM ANGLE POINT IN W'LY LINE OF NORTH HIGHLAND SPRINGS AVE.

M3 SFN, ESTABLISHED BY INTERSECTION, NOTHING SET,

M4 FD 1" IP, OPEN, FLUSH IN DIRT, ACCEPTED AS BC OF CURVE, AS SHOWN BY R1. SET TAG MARKED "L.S. 8012" IN CENTER OF PIPE IN CONCRETE PLUG.

M5 FD 3/4" IP WITH DISC STAMPED "LS 2722", DOWN 0.1' IN DIRT PER R1, ACCEPTED AS THE NORTHEAST CORNER OF LOT 20, AS SHOWN BY R2.

M6 FD 1-1/2" COPPERWELD MONUMENT STAMPED "LS 8508", FLUSH IN ASPHALT, FOR THE POINT OF INTERSECTION OF 8TH STREET, PER R5 AND R6.

M7 SFN, ESTABLISHED AT 40' OFFSET TO FOUND MONUMENTS IN 8TH STREET PER R1, NOTHING SET.

M8 SFN, ESTABLISHED BY PROPORTION BETWEEN M5 AND M15 PER R1.

M9 SFN, ESTABLISHED BY PROPORTION BETWEEN SE COR. PARCEL 2 OF R1 AND M10, PER R1, NOTHING SET.

M10 SFN, ESTABLISHED AT RECORD DISTANCE (59.25' PER R1) FROM M11, NOTHING SET.

M11 SFN, ESTABLISHED BY HOLDING RECORD DISTANCES AT THE RIGHT OF WAY FROM R1 TOGETHER WITH HOLDING RECORD DISTANCE (109.62' PER R1) FROM M12.

M12 FD 1-1/2" COPPERWELD MONUMENT STAMPED "CL 26+40.12 SEC COR 2-1-11-12", DOWN 6" IN AC, PER R.S. 58/89 AND R5.

M13 SFN, ESTABLISHED TANGENT TO W'LY LINE OF NORTH HIGHLAND SPRINGS AVE. AS SHOWN BY R1

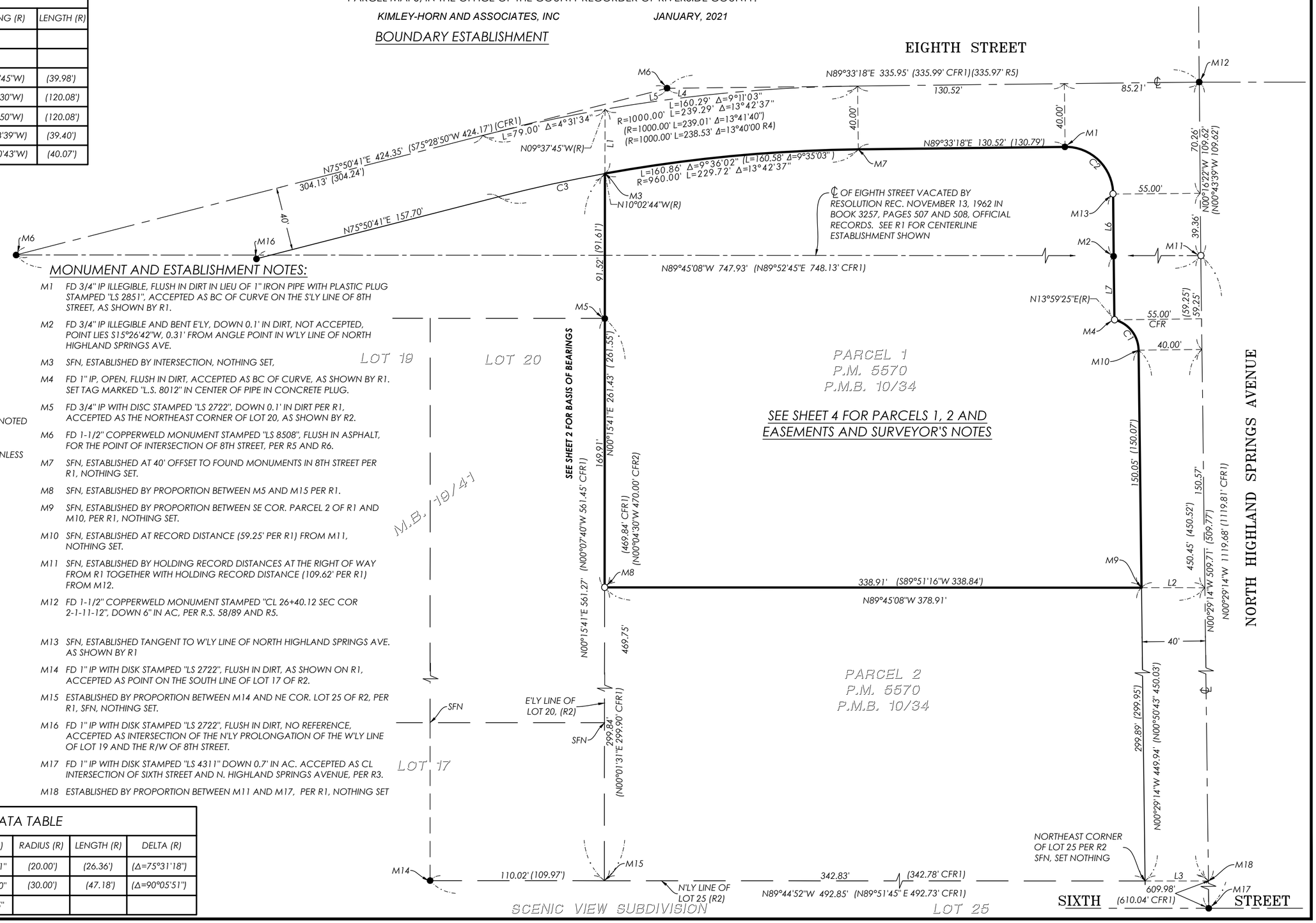
M14 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, AS SHOWN ON R1, ACCEPTED AS POINT ON THE SOUTH LINE OF LOT 17 OF R2.

M15 ESTABLISHED BY PROPORTION BETWEEN M14 AND NE COR. LOT 25 OF R2, PER R1, SFN, NOTHING SET.

M16 FD 1" IP WITH DISK STAMPED "LS 2722", FLUSH IN DIRT, NO REFERENCE, ACCEPTED AS INTERSECTION OF THE N'LY PROLONGATION OF THE W'LY LINE OF LOT 19 AND THE R/W OF 8TH STREET.

M17 FD 1" IP WITH DISK STAMPED "LS 4311" DOWN 0.7' IN AC. ACCEPTED AS CL INTERSECTION OF SIXTH STREET AND N. HIGHLAND SPRINGS AVENUE, PER R3.

M18 ESTABLISHED BY PROPORTION BETWEEN M11 AND M17, PER R1, NOTHING SET



CURVE DATA TABLE						
-	RADIUS (M)	LENGTH (M)	DELTA (M)	RADIUS (R)	LENGTH (R)	DELTA (R)
C1	20.00'	26.36'	Δ=75°31'21"	(20.00')	(26.36')	(Δ=75°31'18")
C2	30.00'	47.21'	Δ=90°10'20"	(30.00')	(47.18')	(Δ=90°05'51")
C3	960.00'	68.86'	Δ=4°06'35"			

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

PARCEL MAP NO. 37938

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 5570 AS PER MAP FILED IN BOOK 10, PAGE 34, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY.

KIMLEY-HORN AND ASSOCIATES, INC *JANUARY, 2021*

SEE SHEET 2 FOR BASIS OF BEARINGS

SEE SHEET 3 FOR BOUNDARY, MONUMENT AND ESTABLISHMENT NOTES

SURVEYOR'S NOTES:

- ● *INDICATES MONUMENT FOUND AS NOTED*
- ○ *INDICATES SET MONUMENT WITH TAG MARKED "LS 8012".*

PARCEL CORNERS WHICH OCCUR AT CONCRETE OR WALL, SET A LEAD AND TAG FLUSH IN CONCRETE OR FLUSH IN TOP OF WALL.

PARCEL CORNERS WHICH OCCUR AT DIRT OR ASPHALT, SET A 1"x18" IRON PIPE WITH TAG FLUSH.

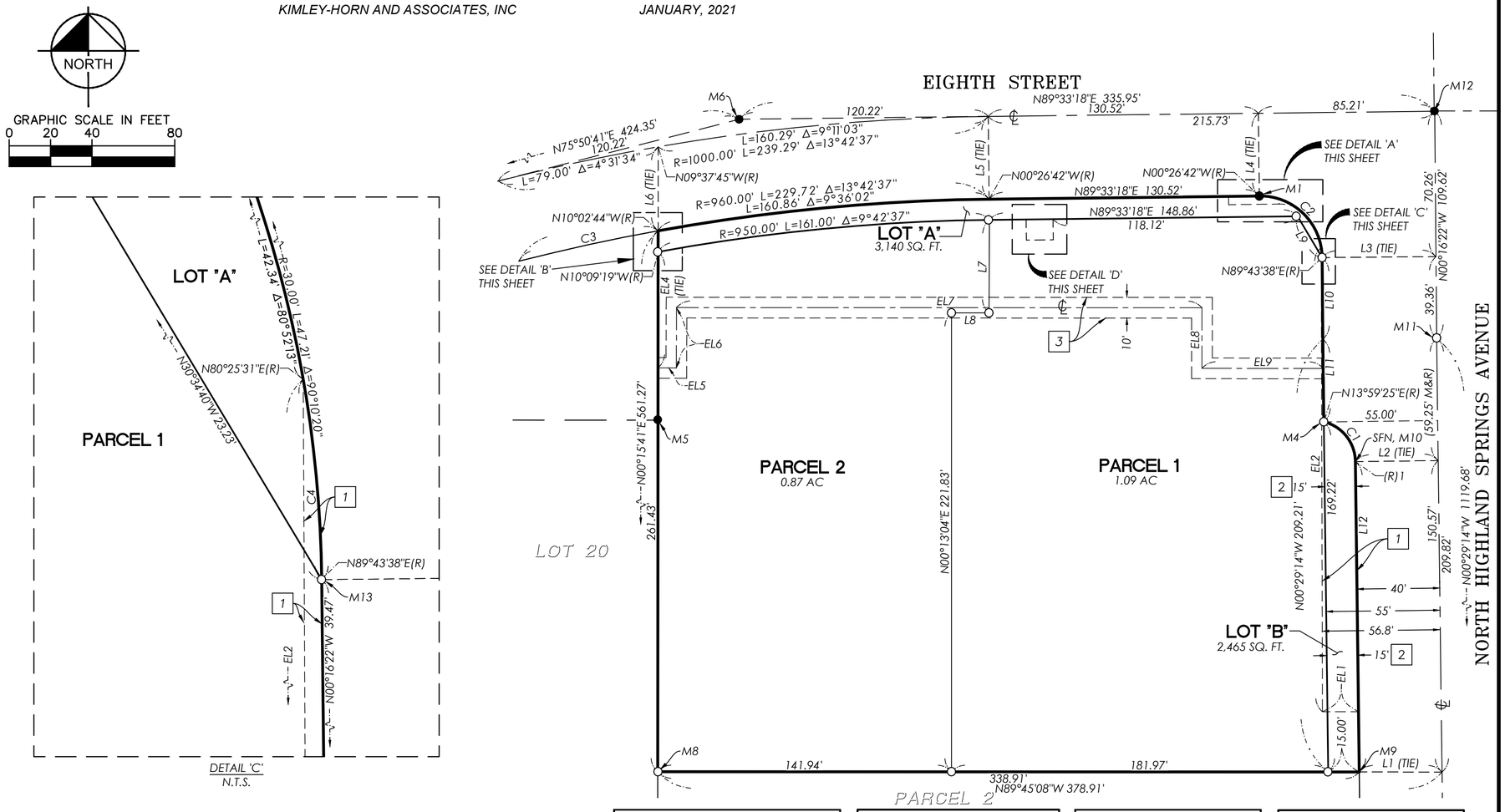
ALL MONUMENTS SHOWN AS "SET" ARE SET PER RIVERSIDE COUNTY ORDINANCE 461.10, AND IN ACCORDANCE FOR THIS WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THIS MAP.

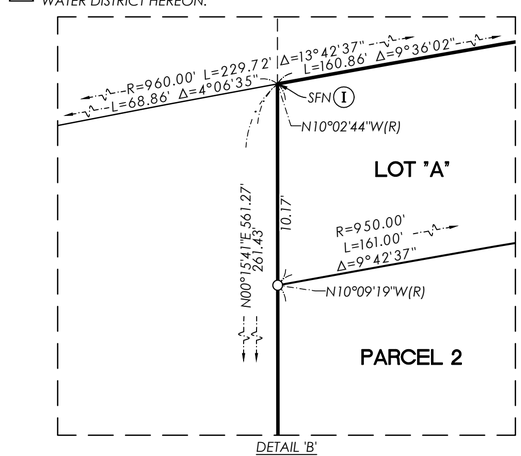
EXISTING EASEMENTS

1. *AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED AUGUST 31, 1970 AS INSTRUMENT NO. 85601 OF OFFICIAL RECORDS.*
2. *AN EASEMENT FOR PUBLIC ROADS PURPOSES, GRANTED TO THE CITY OF BEAUMONT, RECORDED NOVEMBER 6, 1975 AS INSTRUMENT NO. 138162 OF OFFICIAL RECORDS.*
3. *AN EASEMENT FOR PUBLIC UTILITY PURPOSES, GRANTED TO SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, RECORDED APRIL 16, 2021 AS INSTRUMENT NO. 2021-238031 OF OFFICIAL RECORDS.*

PROPOSED EASEMENTS

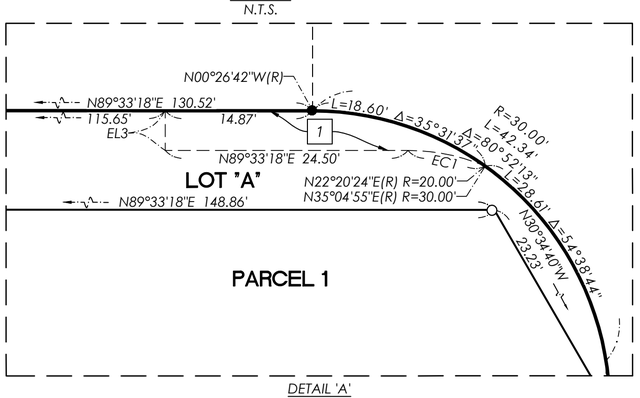
1. *AN EASEMENT FOR PUBLIC UTILITY DEDICATED TO BEAUMONT CHERRY VALLEY WATER DISTRICT HEREON.*



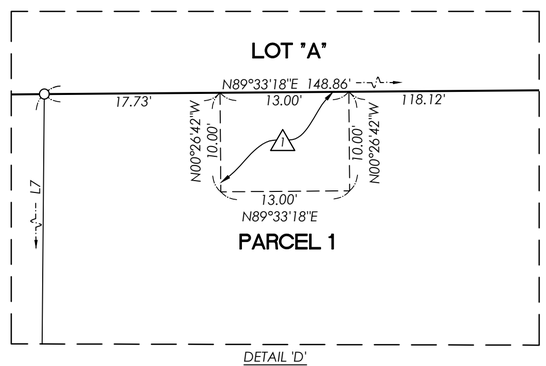


DETAIL 'B'
N.T.S.

DETAIL 'C'
N.T.S.



DETAIL 'A'
N.T.S.



DETAIL 'D'
N.T.S.

CURVE DATA TABLE

-	RADIUS	LENGTH	DELTA
C1	20.00'	26.36'	Δ=75°31'21"
C2	30.00'	47.21'	Δ=90°10'20"
C3	960.00'	68.86'	Δ=4°06'35"

RADIAL DATA TABLE

-	BEARING
(R)1	N89°30'46"E

CURVE DATA TABLE

-	RADIUS	LENGTH	DELTA
EC1	20.00'	8.02'	Δ=22°57'43"

LINE DATA TABLE

-	BEARING	LENGTH
L1 (TIE)	N89° 45' 08"W	40.00'
L2 (TIE)	N89° 30' 46"E	40.00'
L3 (TIE)	N89° 43' 38"E	55.00'
L4 (TIE)	N00° 26' 42"W	40.00'
L5 (TIE)	N00° 26' 42"W	40.00'
L6 (TIE)	N00° 15' 41"E	40.63'

LINE DATA TABLE

-	BEARING	LENGTH
L7	N00° 29' 12"E	44.97'
L8	N89° 46' 56"W	18.11'
L9	N30° 34' 40"W	23.23'
L10	N00° 16' 22"W	39.47'
L11	N00° 29' 14"W	39.99'
L12	N00° 29' 14"W	150.05'

LINE DATA TABLE

-	BEARING	LENGTH
EL1	N89° 56' 09"W	17.39'
EL2	N00° 03' 55"E	224.39'
EL3	N00° 26' 42"W	4.00'
EL4	N00° 15' 41"E	56.07'
EL5	S89° 45' 23"E	8.86'
EL6	N00° 23' 21"E	29.15'
EL7	S89° 45' 23"E	253.84'
EL8	S00° 14' 37"W	29.28'
EL9	S89° 45' 23"E	58.59'

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-20

DATE OF AGREEMENT: March 7th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA22A subdivision consisting of 67 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

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

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $181,763.25 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: Bond No. 30148216 for PA22 Sewer

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) $181,763.25 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

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

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

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

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

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

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

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

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

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

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

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

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

5. **Reserved.**

6. **Inspections; Final Acceptance and Certification of Improvements.**

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

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

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

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

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

7. **Release of Improvement Securities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. **Indemnity/Hold Harmless.**

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

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

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

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

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange

On March 8, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

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

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

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

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

PW 2021 -0700
File #: 3401

Bond No. 30148216

EXHIBIT "A"

PERFORMANCE BOND

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

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

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Eighty One Thousand Seven Hundred Sixty Three and 25/100 dollars ($181,763.25) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULK

Title: VP-NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

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NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30148216

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Eighty One Thousand Seven Hundred Sixty Three and 25/100 ($181,763.25) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULK

Title: VP-NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

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SIGNER(S) OTHER THAN NAMED ABOVE _____

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ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

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SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
11/14/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-20 Sewer Improvements
DATE: 8-Nov-21

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

IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURITY (of Estimated Construction Costs)	100% 100%
Streets/Drainage	$ -	
Sewer	$ 181,763.25	
Total	$ 181,763.25	
Warranty Retension (22.5%)	$ 40,896.73	
Street/Drainage Plan Check Fees =	$ 500.00	
Sewer Plan Check Fees =	$ 5,452.90	
Street Inspection Fees =	$ 750.00	
Sewer Inspection Fees =	$ 9,088.16	

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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

Engineer's Signature

8-Nov-21
Date

George Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 09/06

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

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

2. Show Bond Amounts to the nearest $500.

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (1,365 sf @ 0.25 feet)	$ 90.00	$ -
	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	$ 50.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (1,365 sf) apply at 0.05 + 0.03 = 0.08 gal/SY	$ 600.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.00	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
	S.F.	P.C.C. Sidewalk	$ 6.00	$ -
	EA.	P.C.C. Drive Approach	$ 640.00	$ -
	EA.	Handicapped Access Ramp	$ 1,500.00	$ -
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 640.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
	S.F.	12" P.C.C. Concrete Pad	$ 12.00	$ -
	S.F.	6" P.C.C. Concrete Pad	$ 6.00	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

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

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Sewer Improvements DATE: 8-Nov-21

SEWER IMPROVEMENTS

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

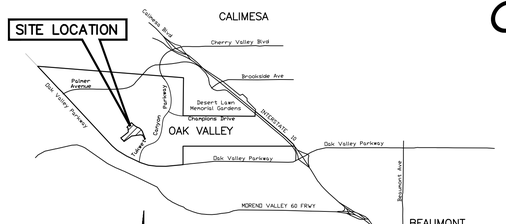
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1,675	L.F.	4" P.V.C. (67 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ 25,125
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	EA.	VENT-O-MAT AIR RELEASE AND VACUUM VALVE	$ 3,500.00	$ -
13	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 32,500
1	EA.	Modified 5 ft. Manholes	$ 4,000.00	$ 4,000
	EA.	Reinforced Shallow Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	8" Plug Valve	$ 1,500.00	$ -
	C.Y.	Controlled Density Fill (2 CY/Crossing)(9 Crossings)	$ 30.00	$ -
	EA.	Sauereisen Coat Manhole	$ 500.00	$ -
	EA.	NEOPOXY MANHOLE LINER	$ 1,000.00	$ -
	EA.	6" Blow off	$ 2,800.00	$ -
	L.F.	Sewer Pipe Sleeving (36" Steel)	$ 80.00	$ -
	L.S.	Sewer Lift Station	$ 150,000.00	$ -
1,421	L.F.	12" P.V.C.	$ 40.00	$ 56,840
1	EA.	12" P.V.C. Misc. Fittings & Plugs	$ 200.00	$ 200
1,013	L.F.	8" P.V.C.	$ 30.00	$ 30,390
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
36	EA.	Backflow prevention device	$ 250.00	$ 9,000
	L.F.	4" PVC. (7 Lots @ 25' Avg. Length)	$ 15.00	$ -
	L.F.	8" P.V.C ANSI/AWWA (C-900, CL. 150)	$ 30.00	$ -

A.	Subtotal	$ 158,055
B.	Contingency (15% x A)	$ 23,708
C.	Sewer Total (A + B)	$ 181,763

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-20

GENERAL NOTES

1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY OR FINAL SOIL REPORT P.N. 1-0160, DATED 1/12/2016 PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:SEWER, WATER, GAS, ELECTRIC,STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD, RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
11. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
13. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
14. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.



VICINITY MAP
N.T.S.

LEGEND

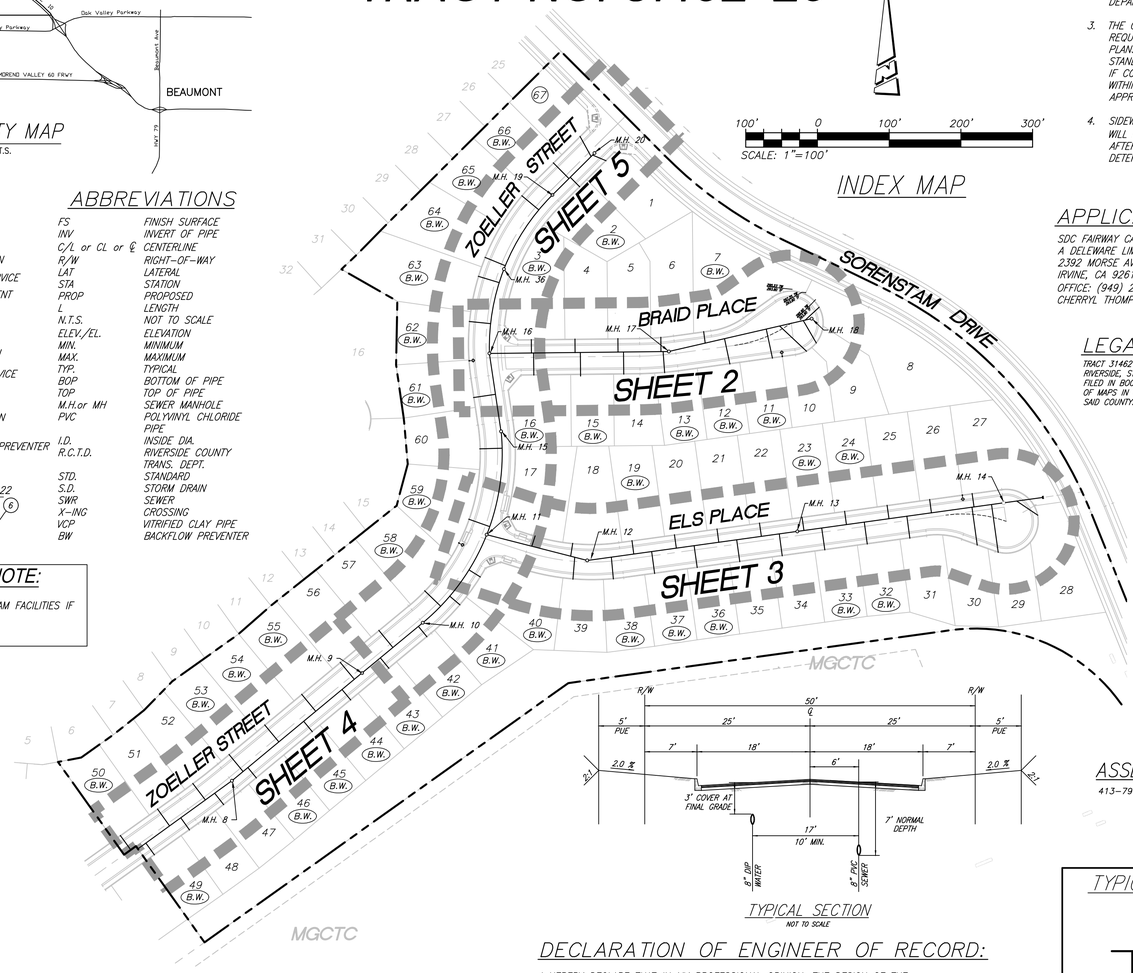
- TRACT BOUNDARY
- RIGHT OF WAY
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- PUBLIC UTILITY EASEMENT
- CENTER LINE
- SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- P=2367.1 PAD ELEVATION
- PROPOSED CATCH BASIN
- (B.W.) PROPOSED BACKFLOW PREVENTER
- "WYE" STATION @ MAIN
- SEWER LATERAL CALLOUT 10+35.22
- CONSTRUCTION NOTE REFERENCE (6)

ABBREVIATIONS

FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L or CL or ℄	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
BOP	BOTTOM OF PIPE
TOP	TOP OF PIPE
M.H.or MH	SEWER MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
I.D.	INSIDE DIA.
R.C.T.D.	RIVERSIDE COUNTY TRANS. DEPT.
STD.	STANDARD
S.D.	STORM DRAIN
SWR	SEWER
X-ING	CROSSING
VCP	VITRIFIED CLAY PIPE
BW	BACKFLOW PREVENTER

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.



INDEX MAP
SCALE: 1"=100'

APPLICANT/SUBDIVIDER:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVE.
IRVINE, CA 92614
OFFICE: (949) 241-8403 CONTACT:
CHERRYL THOMPSON

LEGAL DESCRIPTION

TRACT 31462-20, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK ____, PAGES __ THROUGH __, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO.

413-790-020

NOTE:

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

SEWER NOTES

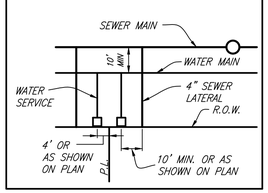
1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"- 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH SWRCB-DDW.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING – THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

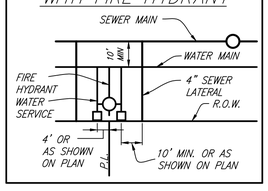
ITEM	TOTAL
(1) INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE	1,013 L.F.
(2) INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61	12 EA.
(3) INSTALL 12" PVC SEWER MAIN.	1,421 L.F.
(4) INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177	1,675 L.F.
(5) INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL	36 EA.
(6) NOT USED	
(7) REMOVE TEMP END PLUG AND CONNECT TO 12" SEWER	1 EA.
(8) NOT USED	
(9) NOT USED	
(10) INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61	1 EA.
(11) INSTALL TERMINUS CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER E.M.W.D. STD. SB-58	1 EA.

TYPICAL SECTION
NOT TO SCALE

TYPICAL LOT SERVICE

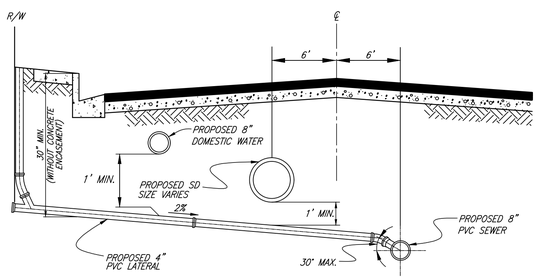


TYPICAL LOT SERVICE WITH FIRE HYDRANT



PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.



DETAIL A – TYPICAL LATERAL UNDER SD DETAIL
NOT TO SCALE
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE

DECLARATION OF ENGINEER OF RECORD:

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

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

GEORGE ALAN LENFESTEY R.C.E. 45920 — DATE 12/21/21
EXPIRATION DATE 12-31-2020

SEWER CERTIFICATION

I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IS IN ACCORDANCE WITH THE EASTERN MUNICIPAL WATER DISTRICT'S SEWER SYSTEM MASTER PLAN, AND THE DISTRICT HAS PROGRAMMED ADEQUATE CAPACITY TO TREAT WASTES FROM THE PROPOSED TRACT.

EASTERN MUNICIPAL WATER DISTRICT
BY ____ PRINCIPAL ENGINEER OF DEVELOPMENT SERVICES — DATE 12/21/21

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES – INDEX MAP
SHEET 2 – BRAID PLACE STA: 10+06.06 TO STA: 14+34.46
SHEET 3 – ELS PLACE STA: 10+03.59 TO STA: 17+65.00
SHEET 4 – ZOELLER STREET STA: 11+33.21 TO STA: 16+50.00
SHEET 5 – ZOELLER STREET STA: 16+50.00 TO STA: 25+39.84

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION: THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON ZOELLER	TLG	2/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY — DATE 12/21/21
R.C.E. 45920 EXP. 12-31-2022

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

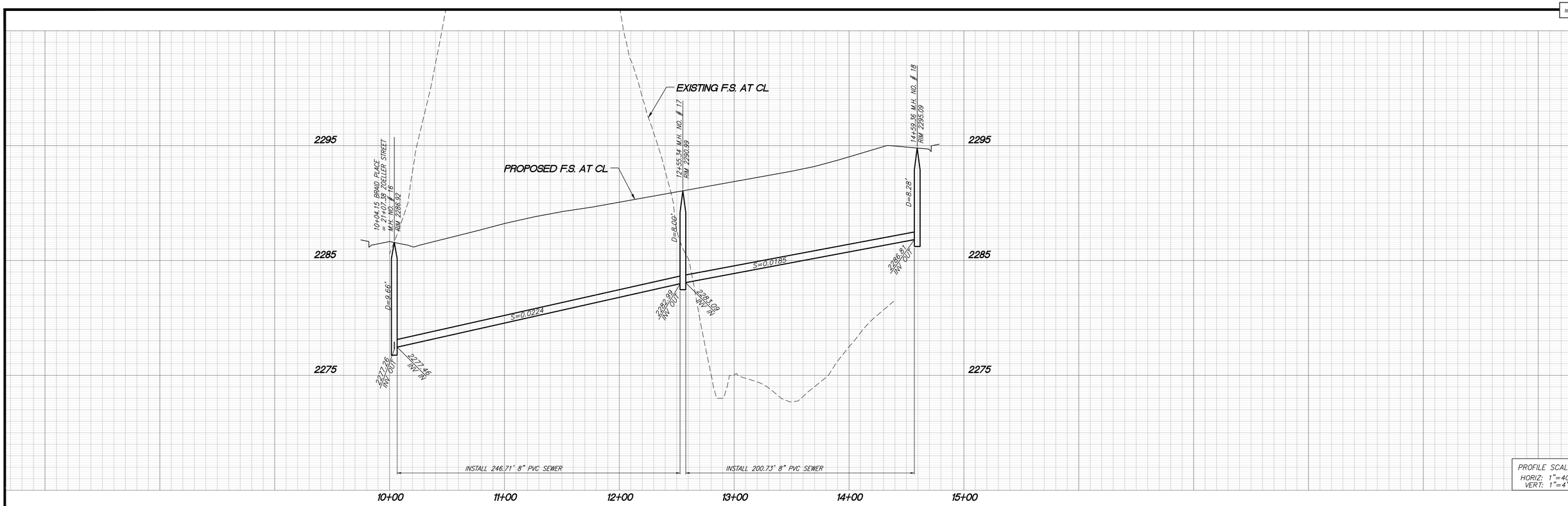
DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

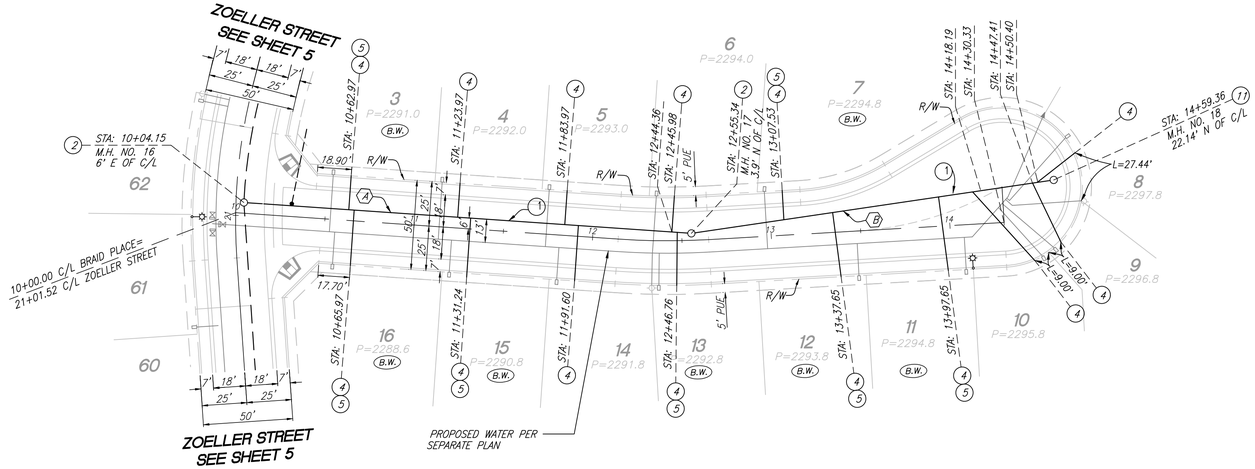
Reviewed By: ____ Staff Engineer — Date: ____
Recommended for Approval By: ____ — Date: ____
Approved By: ____ City Engineer — Date 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-20
TITLE SHEET - VICINITY MAP - GENERAL NOTES
LEGEND - CONSTRUCTION NOTES - QUANTITIES
FOR: SDC FAIRWAY CANYON, LLC

SHEET 1 OF 5 SHEETS
DRAWING NAME:
FILE NO.: 3401A

Plotted: Dec 21, 2021 – 5:12pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-20 SWR IMP PLANS\31462-20 SWR SHT 01.dwg



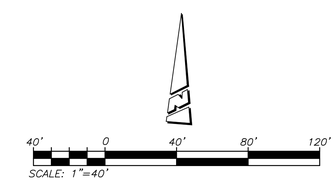


CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
4. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
11. INSTALL TERMINUS CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER E.M.W.D. STD. SB-58

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N89°22'22"W	---	246.71'	---
B	N77°02'09"E	---	200.73'	---

BRAID PLACE



DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 12/21/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ City Engineer Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

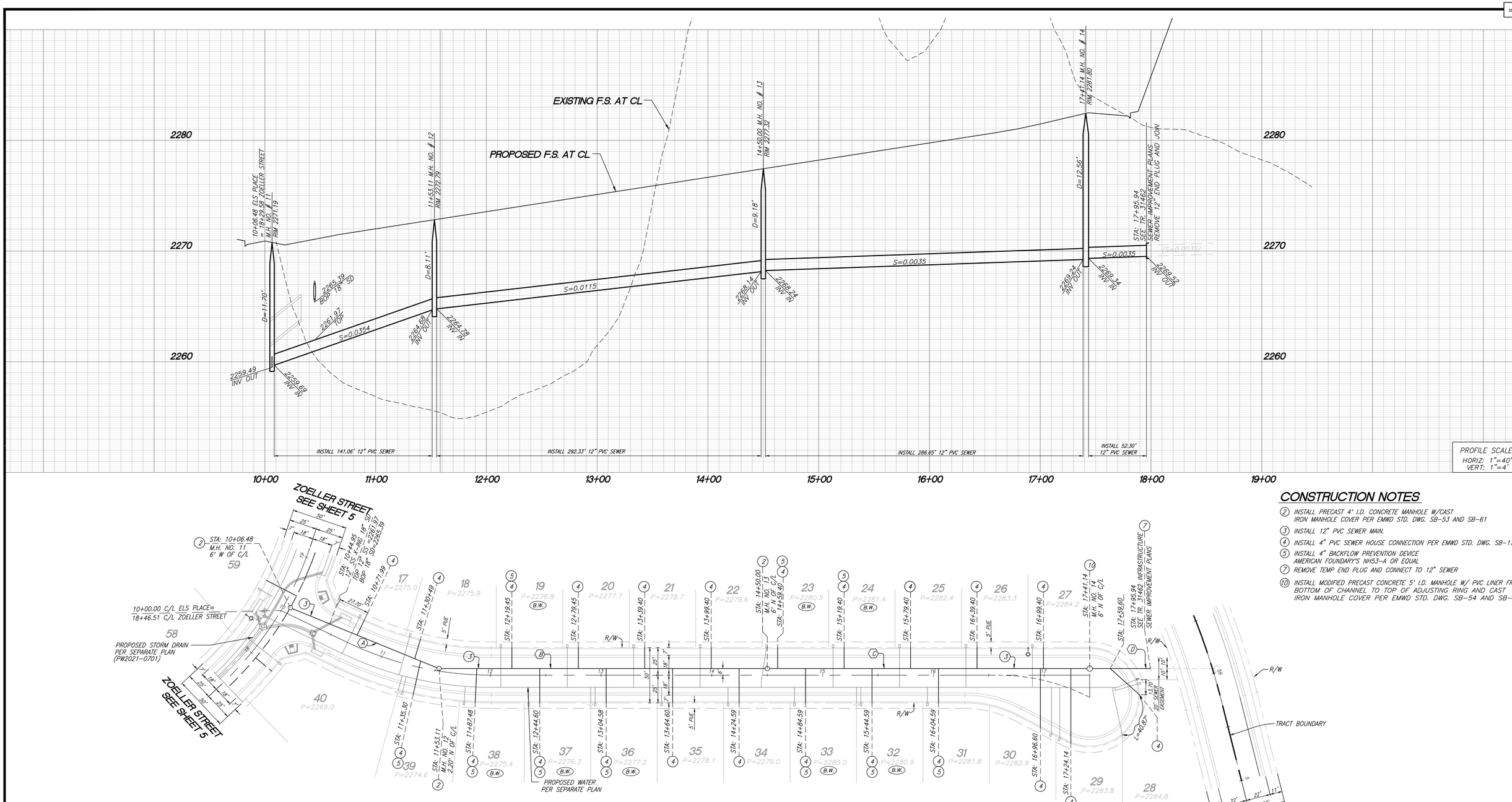
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-20

BRAID PLACE
STA: 10+04.15 TO STA: 14+59.36

FOR: SDC FAIRWAY CANYON, LLC

SHEET 2 OF 5 SHEETS
DRAWING NAME:
FILE NO.: 3401A

Plotted: Dec 21, 2021 - 5:13pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-20 SWR IMP PLANS\31462-20 SWR SHT 02.dwg



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

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N75°37'50"W	---	141.06'	---
B	N82°07'06"E	---	292.33'	---
C	N82°07'06"E	---	286.65'	---
D	N82°07'06"E	---	52.30'	---

CONSTRUCTION NOTES

2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 12" PVC SEWER MAIN.
4. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
7. REMOVE TEMP END PLUG AND CONNECT TO 12" SEWER
10. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61

ELS PLACE

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
12/21/21
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ City Engineer Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

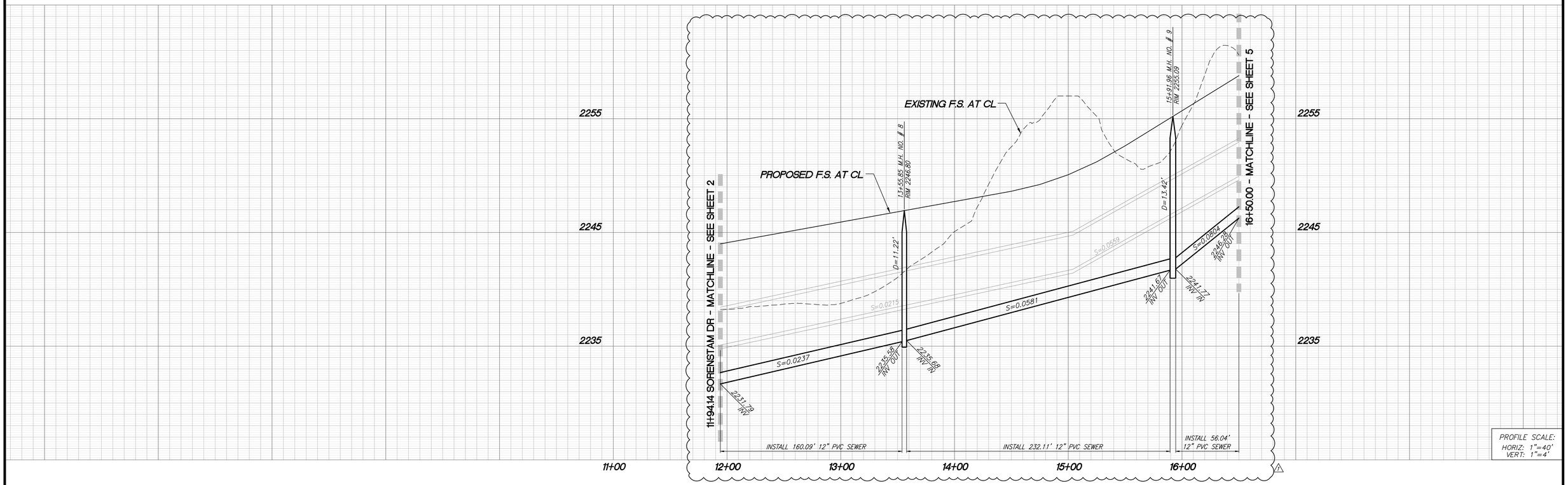
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-20

ELS PLACE
STA: 10+06.48 TO STA: 17+95.94

FOR: SDC FAIRWAY CANYON, LLC

SHEET 3 OF 5 SHEETS
DRAWING NAME:
FILE NO.: 3401A

Plotted: Dec 21, 2021 - 5:13pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-20 SWR IMP PLANS\31462-20 SWR SHT 03.dwg



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

323.69

CONSTRUCTION NOTES

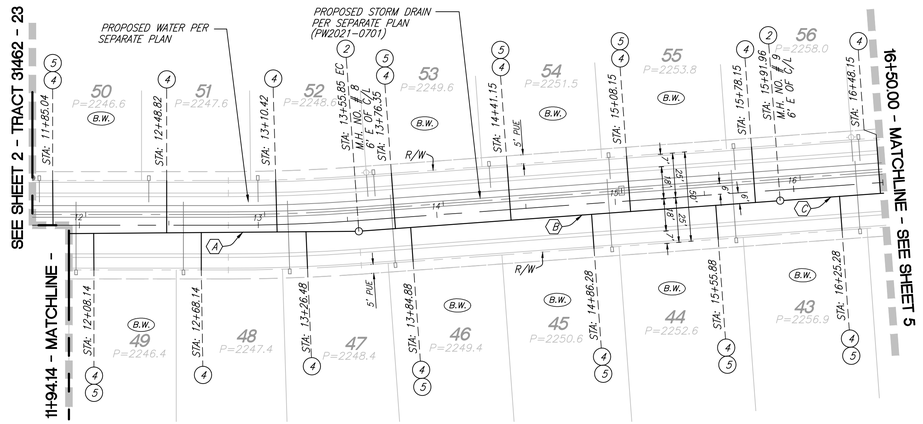
(2) INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61

(3) INSTALL 12" PVC SEWER MAIN.

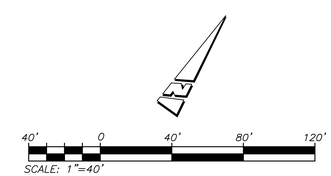
(4) INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177

(5) INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	N54°03'37"E	---	160.09'	---
(B)	N50°21'53"E	---	232.11'	---
(C)	N50°21'53"E	---	56.04'	---



ZOELLER STREET



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BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON ZOELLER	TLG	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 12/21/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ City Engineer Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

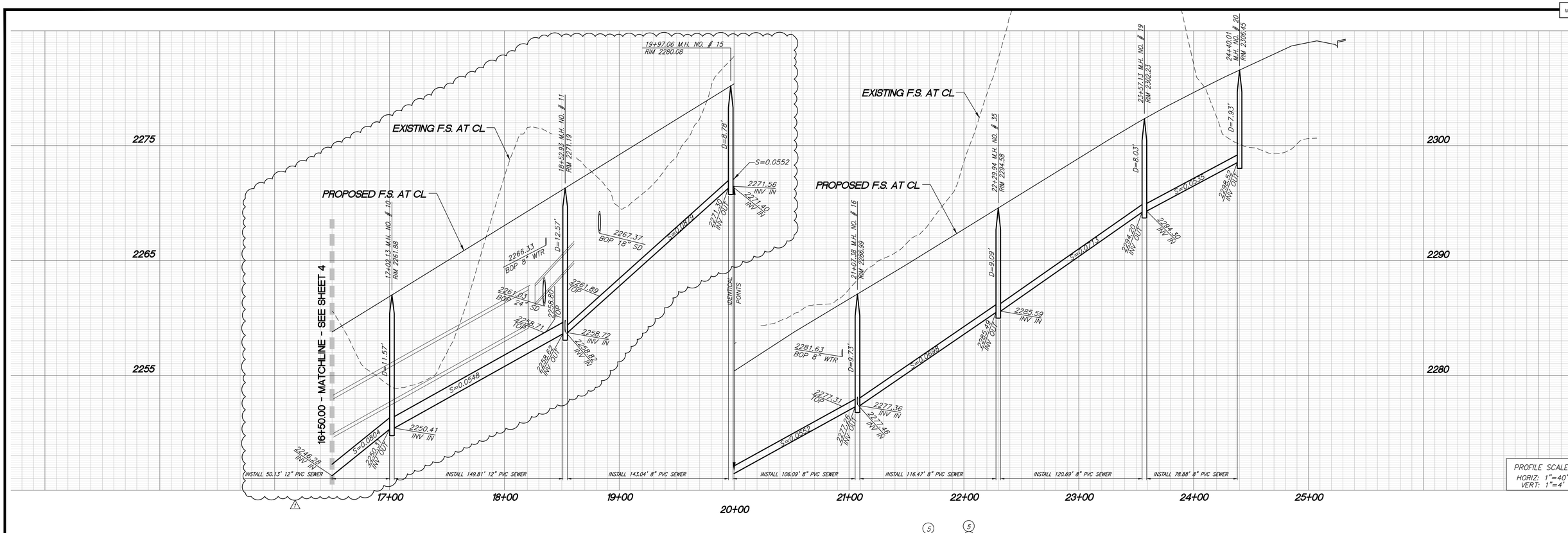
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-20

ZOELLER STREET
STA: 11+94.14 TO STA: 16+50.00

FOR: SDC FAIRWAY CANYON, LLC

SHEET 4 OF 5 SHEETS
DRAWING NAME:
FILE NO.: 3401A

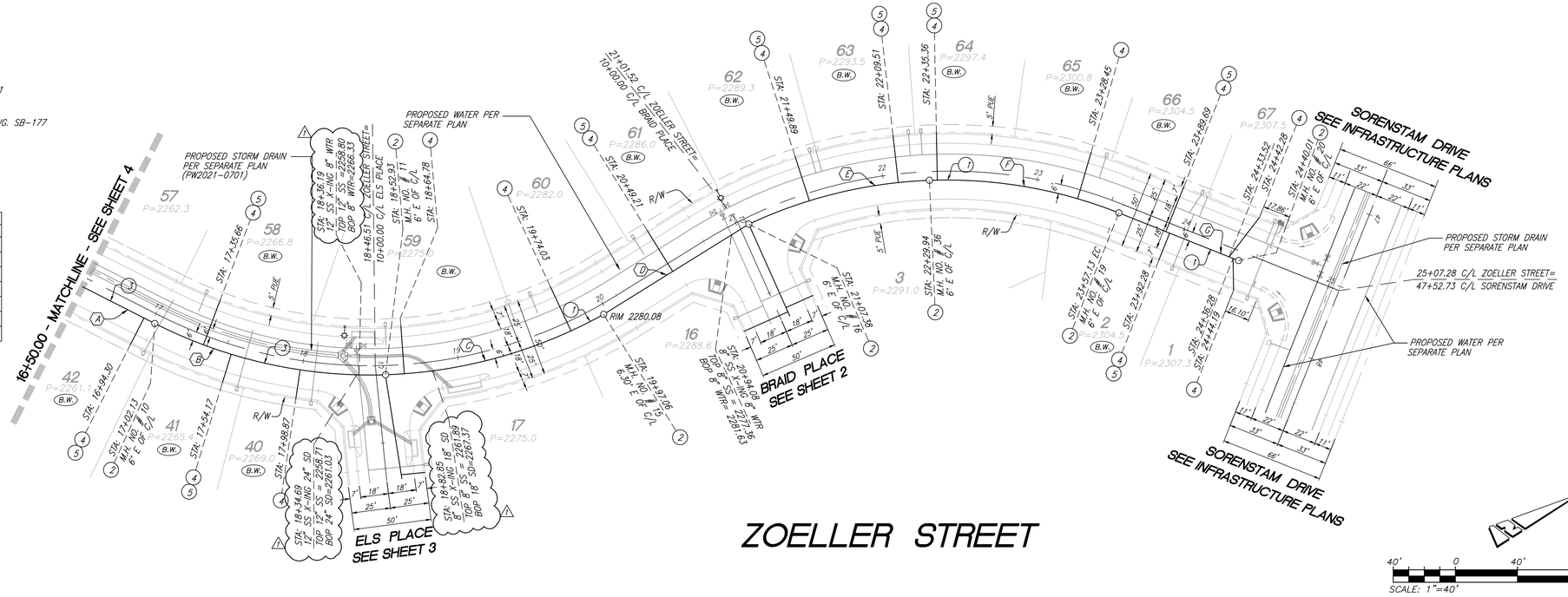
Plotted: Dec 21, 2021 - 5:14pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-20 SWR IMP PLANS\31462-20 SWR SHT 04.dwg



CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 12" PVC SEWER MAIN.
4. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N50°21'53"E	---	50.13'	---
B	28°03'04"	306.00'	149.81'	76.44'
C	26°19'36"	311.30'	143.04'	72.80'
D	N8°28'41"W	---	106.09'	---
E	22°14'40"	300.00'	116.47'	58.98'
F	23°02'58"	300.00'	120.69'	61.17'
G	N45°08'02"E	---	78.88'	---



DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON ZOELLER	TGO	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
12/21/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ City Engineer Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-20

ZOELLER STREET
STA: 16+50.00 TO STA: 24+34.66

FOR: SDC FAIRWAY CANYON, LLC

SHEET 5 OF 5 SHEETS
DRAWING NAME:
FILE NO.: 3401A

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-20

DATE OF AGREEMENT: March 7th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA22A subdivision consisting of 67 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

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

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $154,353.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: Bond No. 30148220 for PA22 Storm Drain

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) $154,353.00 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

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

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

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

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

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

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

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

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

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

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

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

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

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

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

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

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

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

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

7. Release of Improvement Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notice of Breach/Default of Subdivider.

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

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

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

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

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

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

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

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

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

11. Warranty.

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

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

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

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

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

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

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

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

17. Indemnity/Hold Harmless.

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

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

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

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

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

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

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

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

20. Time for Completion of Improvements; Extensions.

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

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

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

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

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

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

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

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

24. Insurance.

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

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

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

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

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

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

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

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

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

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

(e) Required Endorsements.

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

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

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

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

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

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

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

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

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

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

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

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

29. Runs with the Land; Recordation.

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

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

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

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

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

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange

On March 08, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

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

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

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

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

PW 2021-0701
File#: 3397

Item 4.

Bond No. 30148220

EXHIBIT "A"

PERFORMANCE BOND

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

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

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Fifty Four Thousand Three Hundred Fifty Three and 00/100 dollars ($154,353.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By:

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By:

Name: GLEN A. TULK

Title: VP- NATIONAL LAND DEVELOPMENT

By:

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30148220

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

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

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Fifty Four Thousand Three Hundred Fifty Three and 00/100 ($154,353.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By:

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By:

Name: GLEN A. TULK

Title: VP-NATIONAL LAND DEVELOPMENT

By:

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
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NUMBER OF PAGES _____ DATE OF DOCUMENT _____

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Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

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

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
11/14/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-20 Storm Drain Improvements
DATE: October 26, 2021

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

IMPROVEMENTS	FAITHFUL PERFORMANCE/ LABOR AND MATERIALS SECURITY (150% of Estimated Construction Costs)
Streets/Drainage	$ 154,353.00
Sewer	$ -
Total	$ 154,353.00
Warranty Retension (22.5%)	$ 34,729.43
Street/Drainage Plan Check Fees =	$ 3,087.06
Sewer Plan Check Fees =	$ 500.00
Street Inspection Fees =	$ 5,145.10
Sewer Inspection Fees =	$ 750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

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

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

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

Engineer's Signature

26-Oct-21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

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

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

2. Show Bond Amounts to the nearest $500.

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

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(652,800 sf)	$ 5.50	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
	C.Y.	(c.) Import and Fill If balanced, provide (a) only, either cut or fill If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(c), a=cut, c=fill-cut (Unit costs for (a), (b) & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.20	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	Ea.	Remove Barricade	$ 500.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 3.00	$ -
	L.F.	Stamped Concrete	$ 450.00	$ -
	L.F.	Sandblast existing striping	$ 3.00	$ -
	S.F.	Remove and Replace Cart Path	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (334,073 sf @ 0.40')	$ 45.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) 334,073 sf) Apply at 0.05 + 0.03 = 0.08 Gal/SY	$ 400.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.40	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 5.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 7.50	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 8.00	$ -
	S.F.	P.C.C. Sidewalk	$ 4.00	$ -
	EA.	P.C.C. Drive Approach	$ 640.00	$ -
	EA.	Handicapped Access Ramp	$ 1,000.00	$ -
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 640.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
	S.F.	TEMP P.C.C. Sidewalk	$ 4.00	$ -
	EA.	TEMP. Handicapped Access Ramp	$ 1,000.00	$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catchbasin	$ 1,500.00	$ -
	EA.	Access Driveway for Storm Drain at Cul-de Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	L.F.	Limit Line	$ 2.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W53 "NOT A THROUGH STREET" Sign	$ 250.00	$ -
	EA	CONCRETE LIGHTING	$ 2,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
127	L.F.	18" R.C.P.	$ 60.00	$ 7,620
42	L.F.	24" R.C.P.	$ 65.00	$ 2,730
	L.F.	30" R.C.P.	$ 70.00	$ -
646	L.F.	36" R.C.P.	$ 80.00	$ 51,680
	L.F.	42" R.C.P.	$ 95.00	$ -
	L.F.	72" R.C.P.	$ 200.00	$ -
	L.F.	30" C.I.P.C.P.	$ 50.00	$ -
	L.F.	36" C.I.P.C.P.	$ 60.00	$ -
	L.F.	60" R.C.P	$ 160.00	$ -
	L.F.	48" R.C.P	$ 110.00	$ -
	L.F.	54" R.C.P.	$ 150.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
1	EA.	Concrete Collar	$ 250.00	$ 250
	EA.	Transition Structure No. 3	$ 2,500.00	$ -
	EA.	Concrete Inlet Structure	$ 5,000.00	$ -
	L.F.	12" HDPE Pipe	$ 31.00	$ -
	L.F.	24" HDPE Pipe	$ 50.00	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 11.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
2	EA.	Catch Basin W = 10'	$ 4,000.00	$ 8,000
1	EA.	Catch Basin W = 14'	$ 5,500.00	$ 5,500
1	EA.	Catch Basin W = 21'	$ 7,000.00	$ 7,000
	EA.	Type IX Inlet	$ 1,800.00	$ -
	EA.	Type X Inlet	$ 1,800.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 4	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
1	EA.	Manhole No. 1	$ 2,700.00	$ 2,700
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,000.00	$ -
1	EA.	Manhole No. 4	$ 4,000.00	$ 4,000
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 340.00	$ -
	EA.	Caltrans D90 Tyoe B Concete Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	EA.	Concrete Flared End Setion	$ 3,000.00	$ -
	EA.	Downdrain To Pipe Trans.	$ 500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	L.S.	Concrete Inlet Apron	$ 11,000.00	$ -
	L.S.	Emergency Spillway	$ 27,000.00	$ -
	L.S.	84" Storm Drain Grate	$ 8,500.00	$ -
	S.F.	3' Wide V-Gutter	$ 4.00	$ -
	EA.	Energy Dissipater Impact Basin	$5,000.00	$ -
	EA.	Pipe Anchors	$500.00	$ -
	EA.	Forebay	$5,000.00	$ -
	L.F.	Double Box Culvert	$1,000.00	$ -
	EA.	Inlet Structure	$5,000.00	$ -
	EA.	Culvert Warped Wingwalls	$10,000.00	$ -
			Subtotal:	$ -

A.	Subtotal	$ 89,480
B.	Contingency (15%)	$ 13,422
C.	Streets/Drainage Total (A + B)	$ 102,902

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-20 Storm Drain Improvements DATE: 10/26/21

SEWER IMPROVEMENTS

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

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P.	$ 10.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 10.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	EA.	VENT-O-MAT AIR RELEASE AND VACUUM VALVE	$ 3,500.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Reinforced Shallow Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	EA.	NEOPOXY MANHOLE LINER	$ 1,000.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station	$ 150,000.00	$ -
	L.F.	12" P.V.C.	$ 40.00	$ -
	EA.	12" P.V.C. Misc. Fittings & Plugs	$ 200.00	$ -
	L.F.	8" P.V.C.	$ 30.00	$ -
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
	EA.	Backflow	$ 250.00	$ -
	L.F.	4" PVC. (7 Lots @ 25' Avg. Length)	$ 15.00	$ -
	L.F.	8" P.V.C ANSI/AWWA (C-900, CL. 150)	$ 30.00	$ -
	L.F.	8" D.I.P. (AWWA CLASS 150)	$ 50.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 31462-20

GENERAL NOTES:

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

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

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

* RCP NOTES:

THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.

THE JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. 24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED VERSION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION.

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS AS DEFINED IN SECTION 6703 OF THE BUSINESS & PROFESSIONALS CODE, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

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

GEORGE ALAN LENFESTEY R.C.E. 45920 — 12/21/21 DATE
EXPIRATION DATE 12-31-2022

ALTERNATIVE PIPE MATERIALS NOTE:

THE USE OF CORRUGATED HDPE AS AN ACCEPTABLE ALTERNATIVE PIPE MATERIALS FOR STORM WATER DRAINAGE FACILITIES IS PERMITTED SO LONG AS THE DESIGN, PIPE MATERIAL SPECIFICATION AND INSTALLATION FOLLOW RIVERSIDE COUNTY ORDINANCE 461. THE MINIMUM ALLOWABLE PIPE COVER IS 6-FEET AND THE MAXIMUM PIPE COVER IS 20-FEET.

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

CONSTRUCTION NOTES & QUANTITY ESTIMATE

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)	127	L.F.
2	CONSTRUCT 24" RCP (SEE PROFILE FOR D LOAD)	42	L.F.
3	CONSTRUCT 36" RCP (SEE PROFILE FOR D LOAD)	646	L.F.
4	CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251	1	EA.
5	CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254	1	EA.
6	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)	4	EA.
7	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803	1	EA.

* ALTERNATE CIPCP SHALL BE CONSTRUCTED PER SECTION 306-4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)

PREPARED BY:

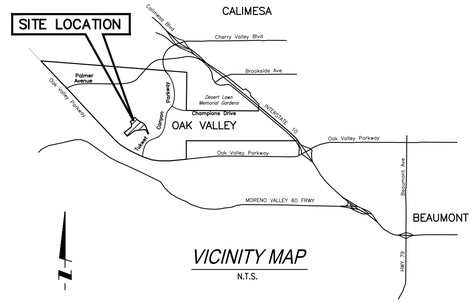
PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE,
SUITE 200
MURRIETA, CA. 92562
(951) 200-6840

APPLICANT/SUBDIVIDER:

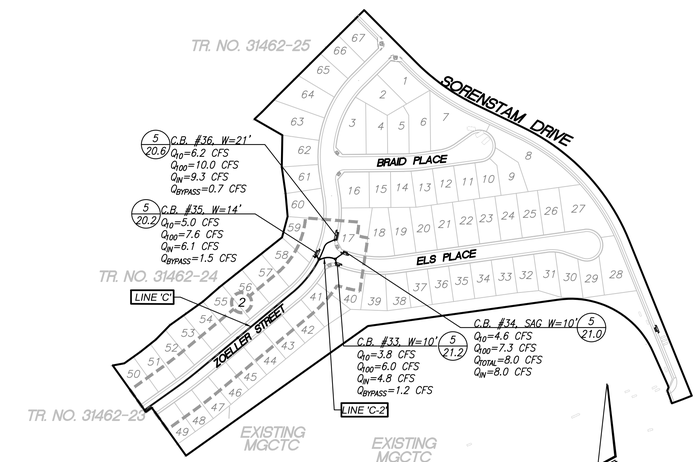
ARGENT MANAGEMENT
2392 MORSE AVE.
IRVINE, CA. 92614
(949) 241-8403 OFFICE
(951) 722-0525 MOBILE
CONTACT: CHERRYL THOMPSON

ASSESSOR'S PARCEL NO.

406-060-012



VICINITY MAP
N.T.S.



INDEX MAP
SCALE: 1"=200'

ABBREVIATIONS AND LEGEND

RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HGL	HYDRAULIC GRADE LINE
TOP	TOP OF PIPE
BOT	BOTTOM OF PIPE
SD	STORM DRAIN
INV	INVERT
PROP	PROPOSED
EXIST	EXISTING
C/L	CENTERLINE
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISHED SURFACE
CB	CATCH BASIN
PRC	POINT OF REVERSE CURVE
BC	BEGIN CURVE
EC	END CURVE
GB	GRADE BREAK
Q	FLOW RATE
WTR	WATER
SWR	SANITARY SEWER
FM	FORCE MAIN

PROPOSED STORM DRAIN
PROPOSED CATCH BASIN
EXISTING STORM DRAIN
RIGHT OF WAY
TRACT BOUNDARY
STREET CENTERLINE
SHEET MATCHLINE
MATCHLINE
EXISTING SEWER
DAYLIGHT
PROPOSED WATER
PROPOSED SEWER

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

INDEX OF SHEETS:

SHEET 1 - TITLE SHEET - VICINITY MAP - GENERAL NOTES - LEGEND - CONSTRUCTION NOTES - QUANTITIES - INDEX MAP
SHEET 2 - STORM DRAIN LINE "C", "C-2", & LATERAL PROFILES

WDID #: 833C364442

DIGALERT — DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE C, C-1E-1, & C-2 REDESIGN	TCO	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY R.C.E. 45920 EXP. 12-31-2022 — 12/21/21 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

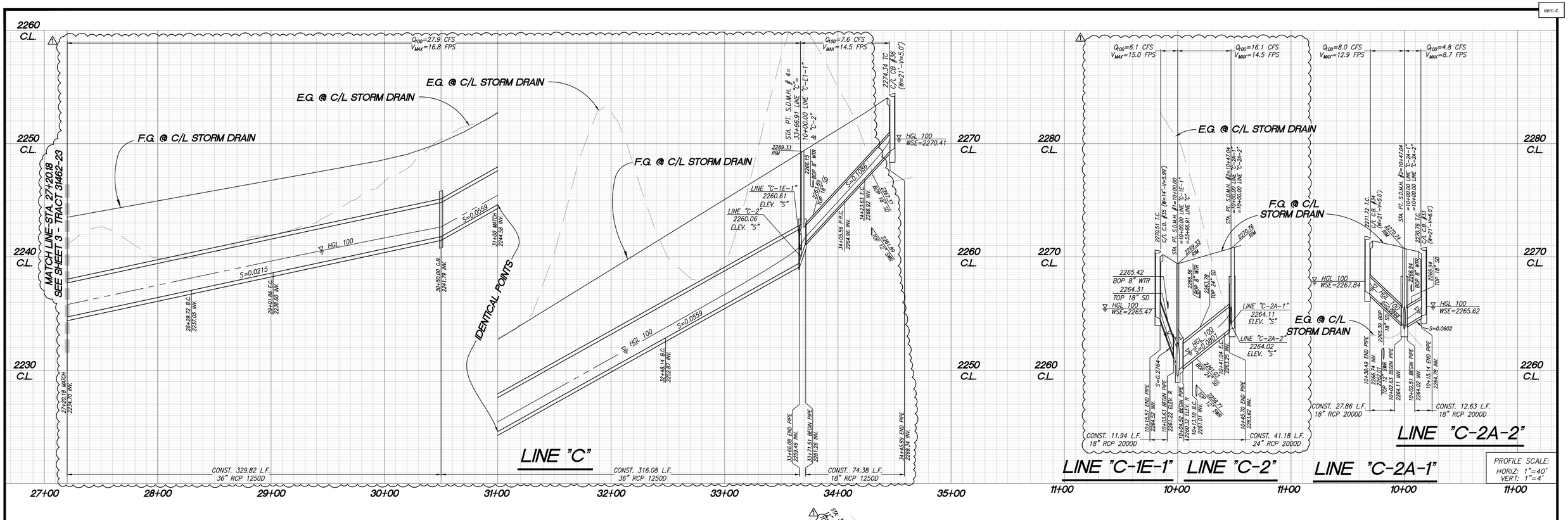
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

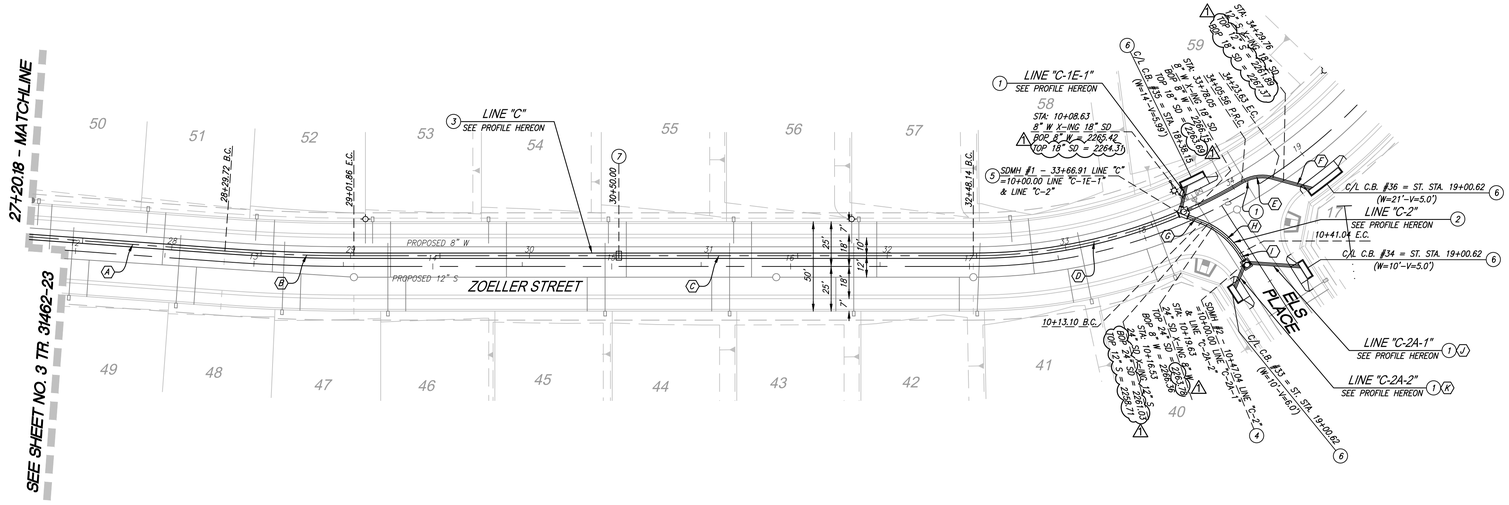
Reviewed By: _____ Staff Engineer — Date: _____
Recommended for Approval By: _____ City Engineer — Date: _____
Approved By: _____ City Engineer — Date: 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-20
TITLE SHEET - VICINITY MAP - GENERAL NOTES
LEGEND - CONSTRUCTION NOTES -
QUANTITIES - INDEX SHEET
FOR: ARGENT MANAGEMENT

SHEET 1 OF 2 SHEETS
DRAWING NAME:
FILE NO.: 3397A

Plotted: Dec 21, 2021 - 11:09am By: alexj DWG: N:\06.002.000\Drawings\Storm Drain Improvements\31462-20 SD IMP PLANS\TR 31462-20 SD SHEET 1.dwg





CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D LOAD)
3. CONSTRUCT 36" STORM DRAIN (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT MANHOLE NO. 1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
5. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
6. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)
7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803

CURVE/LINE DATA TABLE

(X)	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N54°31'22"E	---	109.55'	---
B	04°09'29"	994.00'	72.14'	36.08'
C	N50°21'53"E	---	346.28'	---
D	30°40'45"	294.00'	157.42'	80.65'
E	46°00'46"	22.50'	18.07'	9.55'
F	N65°41'54"E	---	22.26'	---
G	N72°13'09"E	---	13.10'	---
H	35°34'15"	45.00'	27.94'	14.44'
I	N72°12'37"W	---	6.00'	---
J	N54°31'00"E	---	30.49'	---
K	N16°48'25"W	---	15.14'	---

LINE "C"

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

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

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE					MAIN LINE	LATERAL LEFT				LATERAL RIGHT						
No.	DEPTH	RIM ELEV.	TYPE	STATION		NAME	A	B	C	NAME	A	B	C	L	D_1	D_2
#1	9.87'	2269.33	M.H. No. 4	33+66.91	LINE C	LINE C-1E-1	54°14'18"	18"	4.1'	LINE C-2	45°29'18"	24"	4.9'	6.29'	36"	18"
#2	7.14'	2270.76	M.H. No. 1	10+45.70	LINE C-2	LINE C-2A-1	53°16'23"	18"	---	LINE C-2A-2	55°24'12"	18"	---	5.43'	24"	---

SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE C, C-1E-1, & C-2 REDESIGN	TEO	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
12/21/21 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 12/21/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ City Engineer Date: _____
Approved By: _____ City Engineer Date 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-20
STORM DRAIN LINES "C", "C-2" AND LATERALS
STA: 27+20.18 TO STA: 34+45.87
FOR: ARGENT MANAGEMENT

SHEET 2 OF 2 SHEETS
DRAWING NAME:
FILE NO.: 3397

Plotted: Dec 21, 2021 – 11:09am By: alexj DWG: N:\06.002.000\Drawings\Storm Drain Improvements\31462-20 SD IMP PLANS\TR 31462-20 SD SHEET 2.dwg

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

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-23

DATE OF AGREEMENT: March 7th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA22B subdivision consisting of 55 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

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

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

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $122,739.50 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: Bond No. 30148217 for PA22B Sewer

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

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

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

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

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

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

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

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

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

1. Subdivider's Obligation to Construct Improvements.

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

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

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

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

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

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

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

2. Improvement Securities.

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

(i) $122,739.50 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

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

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

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

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 08, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

PW2021-0703
File#: 3402

Bond No. 30148217

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-23, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Twenty Two Thousand Seven Hundred Thirty Nine and 50/100 dollars ($122,739.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By:

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By:

Name: GLEN A. TULK

Title: VP- NATIONAL LAND DEVELOPMENT

By:

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys , Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

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- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

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NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30148217

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Twenty Two Thousand Seven Hundred Thirty Nine and 50/100 ($122,739.50) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULL

Title: VP- NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

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TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
11/14/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-23 Sewer Improvements
DATE: 8-Nov-21

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURITY (of Estimated Construction Costs)	100% 100%
Streets/Drainage	$ -	
Sewer	$ 122,739.50	
Total	$ 122,739.50	
Warranty Retension (22.5%)	$ 27,616.39	
Street/Drainage Plan Check Fees =	$ 500.00	
Sewer Plan Check Fees =	$ 3,682.19	
Street Inspection Fees =	$ 750.00	
Sewer Inspection Fees =	$ 6,136.98	

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

8-Nov-21
Date

George Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)( )	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
	S.F.	Grinding A.C. in place	$ 1.00	$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 6.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	S.F.	Cold Plane A.C. Pavement	$ 1.00	$ -
	E.A.	Relocate Mailbox	$ 250.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (1,365 sf @ 0.25 feet)	$ 90.00	$ -
	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	$ 50.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (1,365 sf) apply at 0.05 + 0.03 = 0.08 gal/SY	$ 600.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.00	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
	S.F.	P.C.C. Sidewalk	$ 6.00	$ -
	EA.	P.C.C. Drive Approach	$ 640.00	$ -
	EA.	Handicapped Access Ramp	$ 1,500.00	$ -
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 640.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
	S.F.	12" P.C.C. Concrete Pad	$ 12.00	$ -
	S.F.	6" P.C.C. Concrete Pad	$ 6.00	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 275.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 45.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 60.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Relocate Power Pole	$ 10,000.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain Std. 309	$ 2,000.00	$ -
	EA.	Flat Outlet Drainage Structure Std. 303	$ 500.00	$ -
	EA.	Curb Outlet Drainage Structure Std. 308	$ 500.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	L.F.	Limit Line	$ 2.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W53 "NOT A THROUGH STREET"	$ 250.00	$ -
	EA	CONCRETE LIGHTING	$ 2,500.00	$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 75.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
	L.S.	Remove & Dispose of Interferring 30" Storm Drain and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	EA.	Local Depression per RCTD Std 311 Case B	$ 1,200.00	$ -
	EA.	Local Depression per RCTD Std 311 Case C	$ 1,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter	$ 4.00	$ -
	LS	Signal & Lighting	$ 100,000.00	$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Sewer Improvements DATE: 8-Nov-21

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1,200	L.F.	4" P.V.C. (48 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ 18,000
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	EA.	VENT-O-MAT AIR RELEASE AND VACUUM VALVE	$ 3,500.00	$ -
7	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 17,500
	EA.	Modified 5 ft. Manholes	$ 4,000.00	$ -
	EA.	Reinforced Shallow Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	8" Plug Valve	$ 1,500.00	$ -
	C.Y.	Controlled Density Fill (2 CY/Crossing)(9 Crossings)	$ 30.00	$ -
	EA.	Sauereisen Coat Manhole	$ 500.00	$ -
	EA.	NEOPOXY MANHOLE LINER	$ 1,000.00	$ -
	EA.	6" Blow off	$ 2,800.00	$ -
	L.F.	Sewer Pipe Sleeving (36" Steel)	$ 80.00	$ -
	L.S.	Sewer Lift Station	$ 150,000.00	$ -
1,579	L.F.	12" P.V.C.	$ 40.00	$ 63,160
1	EA.	12" P.V.C. Misc. Fittings & Plugs	$ 200.00	$ 200
179	L.F.	8" P.V.C.	$ 30.00	$ 5,370
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
10	EA.	Backflow prevention device	$ 250.00	$ 2,500
	L.F.	4" PVC. (7 Lots @ 25' Avg. Length)	$ 15.00	$ -
	L.F.	8" P.V.C ANSI/AWWA (C-900, CL. 150)	$ 30.00	$ -

A.	Subtotal	$ 106,730
B.	Contingency (15% x A)	$ 16,010
C.	Sewer Total (A + B)	$ 122,740

****

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-23

SEWER NOTES

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"- 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH SWRCB-DDW.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING – THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

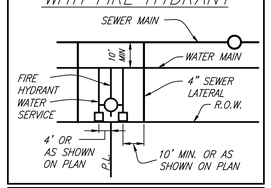
DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

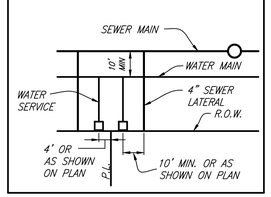
GENERAL NOTES

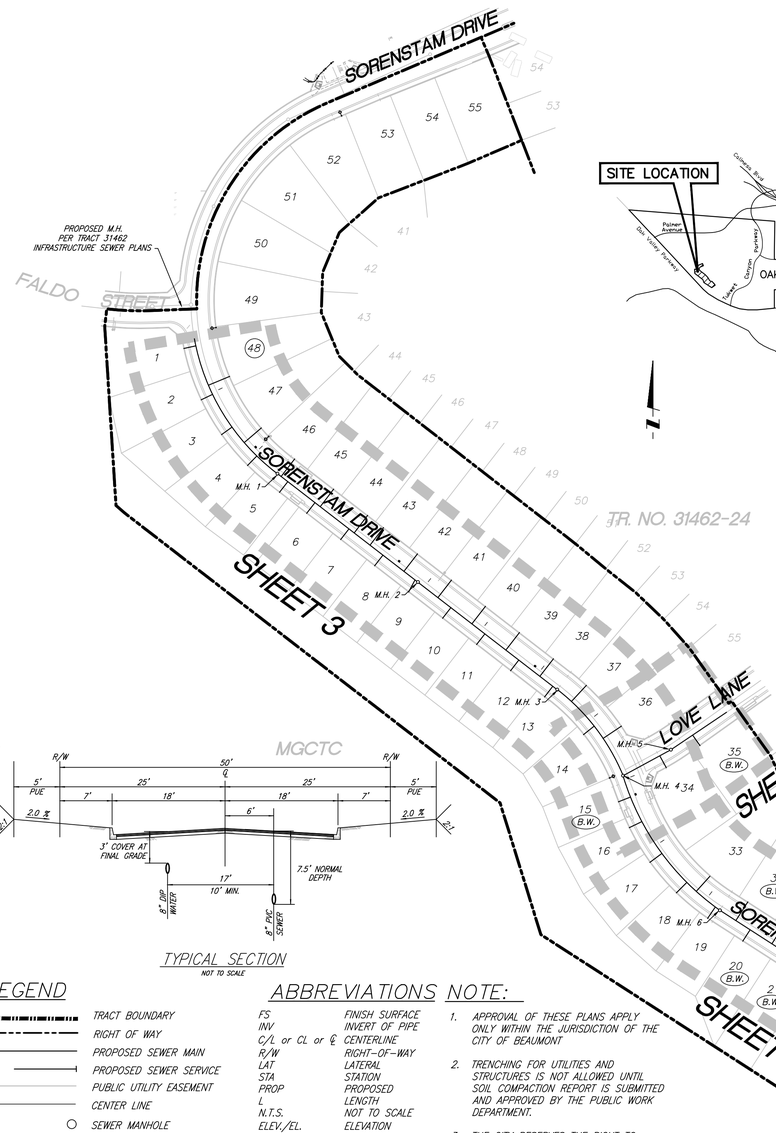
1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY OR FINAL SOIL REPORT P.N. 1-0160, DATED 1/12/2016 PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:SEWER, WATER, GAS, ELECTRIC,STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
11. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
13. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
14. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

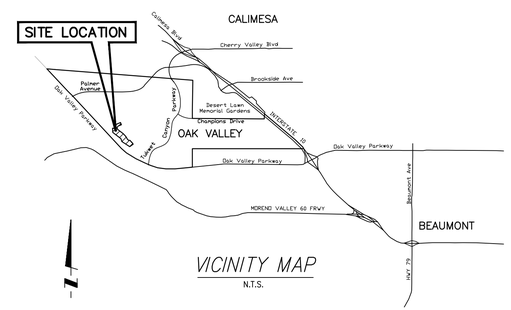
TYPICAL LOT SERVICE WITH FIRE HYDRANT



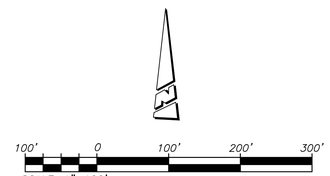
TYPICAL LOT SERVICE



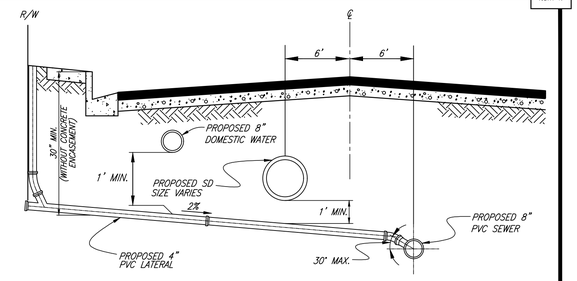




VICINITY MAP
N.T.S.



INDEX MAP



DETAIL A – TYPICAL LATERAL UNDER SD DETAIL

NOT TO SCALE

NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE

TYPICAL SECTION

NOT TO SCALE

LEGEND

- TRACT BOUNDARY
- RIGHT OF WAY
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- PUBLIC UTILITY EASEMENT
- CENTER LINE
- SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- P=2367.1 PAD ELEVATION
- PROPOSED CATCH BASIN
- (B.W.) PROPOSED BACKFLOW PREVENTER
- "WYE" STATION @ MAIN
- SEWER LATERAL CALLOUT 10+35.22
- (6) CONSTRUCTION NOTE REFERENCE

ABBREVIATIONS

	FS	FINISH SURFACE	
	INV	INVERT OF PIPE	
	C/L or CL or ℄	CENTERLINE	
	R/W	RIGHT-OF-WAY	
	LAT	LATERAL	
	STA	STATION	
	PROP	PROPOSED	
	L	LENGTH	
	N.T.S.	NOT TO SCALE	
	ELEV./EL.	ELEVATION	
	MIN.	MINIMUM	
	MAX.	MAXIMUM	
	TYP.	TYPICAL	
	BOP	BOTTOM OF PIPE	
	TOP	TOP OF PIPE	
	M.H.or MH	SEWER MANHOLE	
	PVC	POLYVINYL CHLORIDE PIPE	
	I.D.	INSIDE DIA.	
	R.C.T.D.	RIVERSIDE COUNTY TRANS. DEPT.	
	STD.	STANDARD	
	S.D.	STORM DRAIN	
	SWR	SEWER	
	X-ING	CROSSING	
	VCP	VITRIFIED CLAY PIPE	

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

LEGAL DESCRIPTION

TRACT 31462-23, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK ____, PAGES ____ THROUGH ____, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO.

413-790-020

SEWER CERTIFICATION

I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IS IN ACCORDANCE WITH THE EASTERN MUNICIPAL WATER DISTRICT'S SEWER SYSTEM MASTER PLAN, AND THE DISTRICT HAS PROGRAMMED ADEQUATE CAPACITY TO TREAT WASTES FROM THE PROPOSED TRACT.

EASTERN MUNICIPAL WATER DISTRICT

BY _____ 02/14/22

PRINCIPAL ENGINEER OF DEVELOPMENT SERVICES — DATE

APPLICANT/SUBDIVIDER:

MERITAGE HOMES OF CALIFORNIA
5 PETERS CANYON SUITE 310
IRVINE, CA 92606
(949) 299-3848 OFFICE
(310) 266-8715 MOBILE
CONTACT: EFREM JOELSON

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — 02/14/22

EXPIRATION DATE 12-31-2022 — DATE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	ITEM	TOTAL
1	INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE	179 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61	7 EA.
3	INSTALL 12" PVC SEWER MAIN.	1,579 L.F.
4	INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177	1,200 L.F.
5	INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL	10 EA.
6	NOT USED	–
7	REMOVE TEMP END PLUG AND CONNECT TO 12" SEWER	1 EA.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES – INDEX MAP

SHEET 2 – SORENSTAM DRIVE STA: 10+34.90 TO STA: 20+00.00
ZOELLER STREET STA: 10+28.16 TO STA: 11+94.14

SHEET 3 – SORENSTAM DRIVE STA: 20+00.00 TO STA: 24+67.27
LOVE LANE STA: 10+18.33 TO STA: 12+02.22

DIGALERT — DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON SORNENSTAM, LOVE, ZOELLER	TLG	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 205
MURRIETA, CA 92562
951-200-8840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — 02/14/22
R.C.E. 45920 EXP. 12-31-2022 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER, GEORGE ALAN LENFESTEY, No. 45920, Exp. 12/31/22, CIVIL, STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 02/14/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer — Date: ____
Recommended for Approval By: _____ — Date: ____
Approved By: _____ City Engineer — Date 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

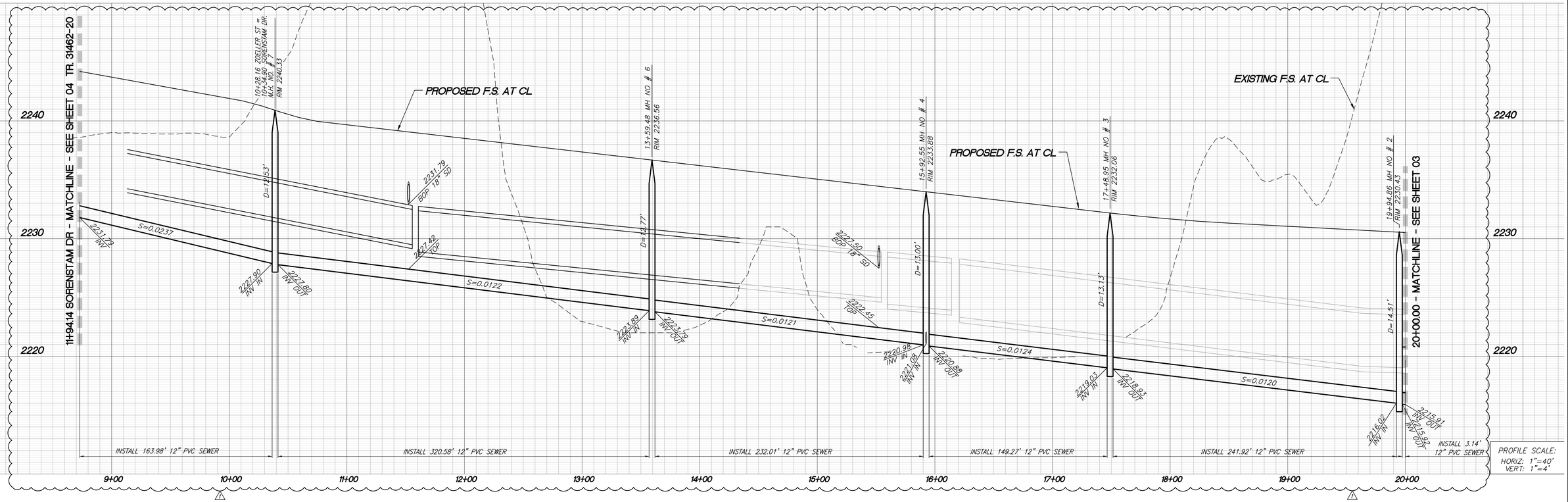
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-23

TITLE SHEET - VICINITY MAP - GENERAL NOTES
LEGEND - CONSTRUCTION NOTES -
QUANTITIES - INDEX MAP

FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 1 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3402A

Plotted: Feb 14, 2022 – 3:03pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-23 SWR IMP PLANS\31462-23 SWR SH 01.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

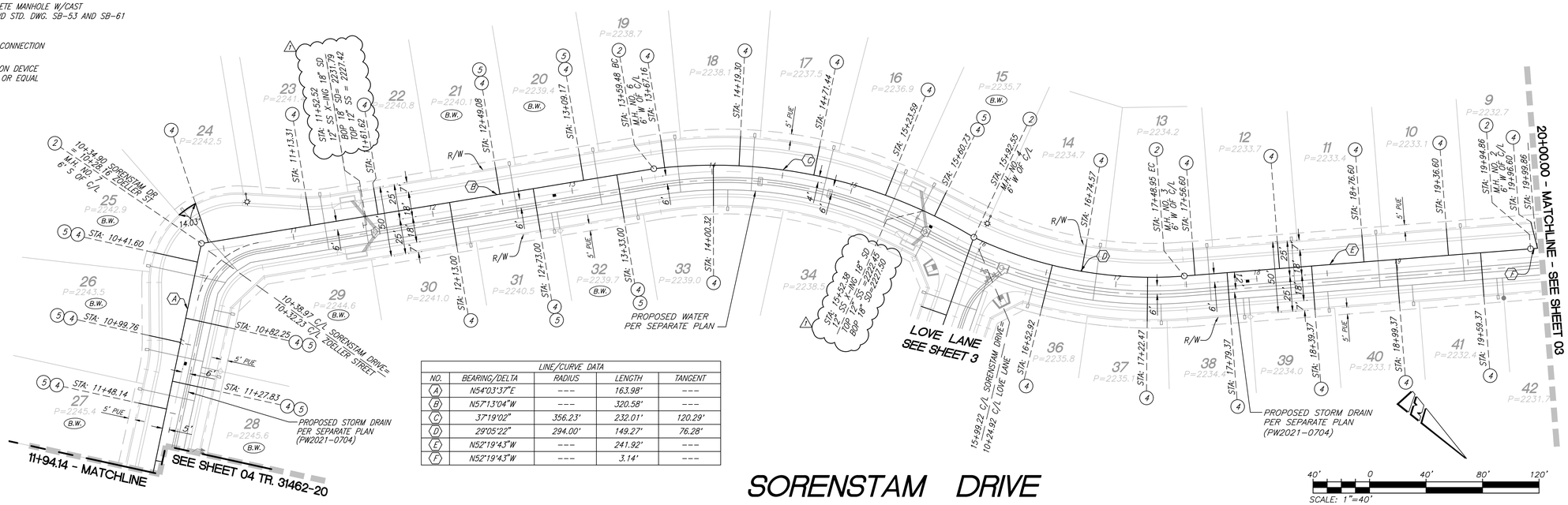
CONSTRUCTION NOTES

(2) INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61

(3) INSTALL 12" PVC SEWER MAIN.

(4) INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177

(5) INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL



LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N54°03'37"E	---	163.98'	---
B	N57°13'04"W	---	320.58'	---
C	37°19'02"	356.23'	232.01'	120.29'
D	29°05'22"	294.00'	149.27'	76.28'
E	N52°19'43"W	---	241.92'	---
F	N52°19'43"W	---	3.14'	---

SORENSTAM DRIVE

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION: THIS BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON SORNENSTAM, LOVE, ZOELLER	TLG	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENPESTEY 02/14/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENPESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

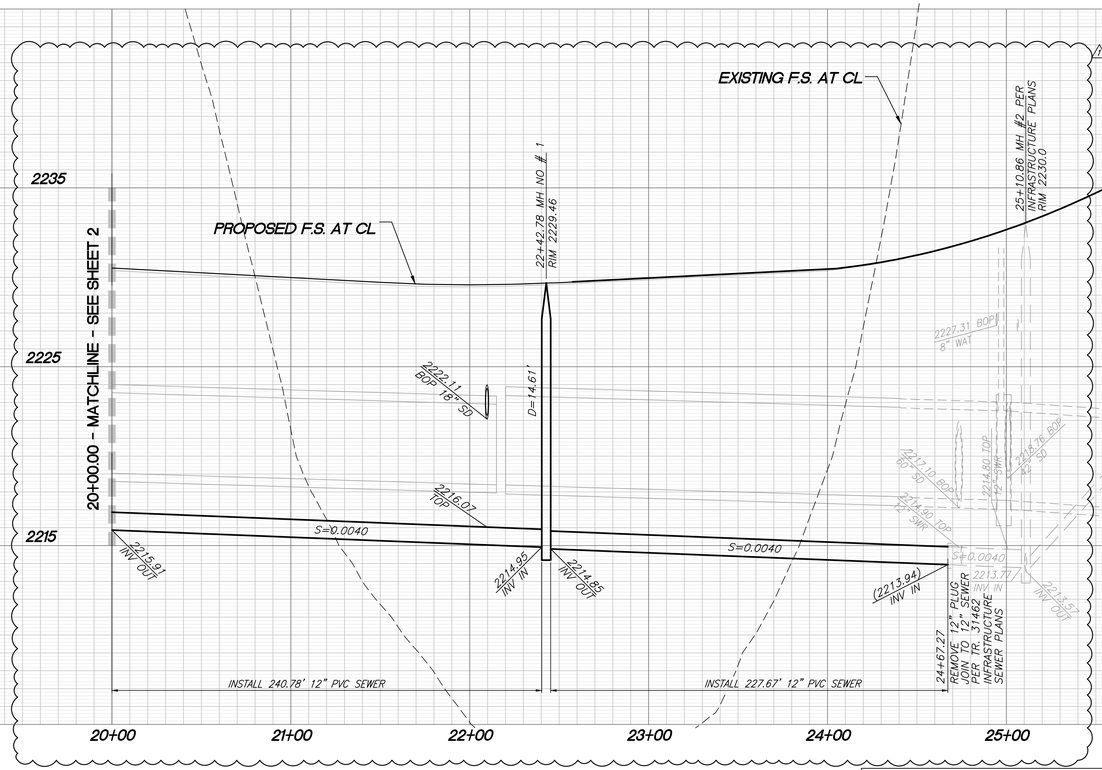
DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 02/14/22
JOB NUMBER: 06.002.000

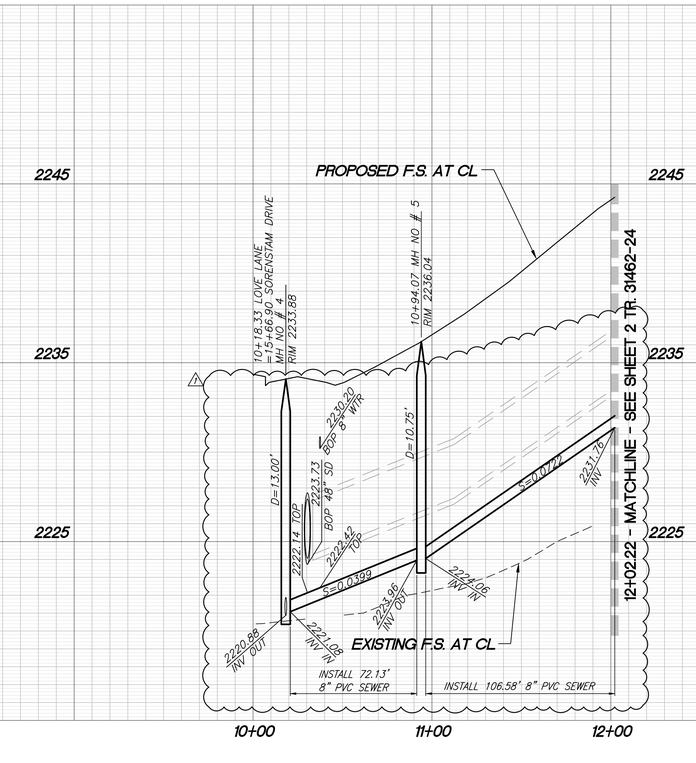
Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ City Engineer Date: 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-23
SORENSTAM DRIVE
STA: 10+34.90 TO STA: 20+00.00
ZOELLER STREET
STA: 10+28.16 TO STA: 11+94.14
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 2 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3402A

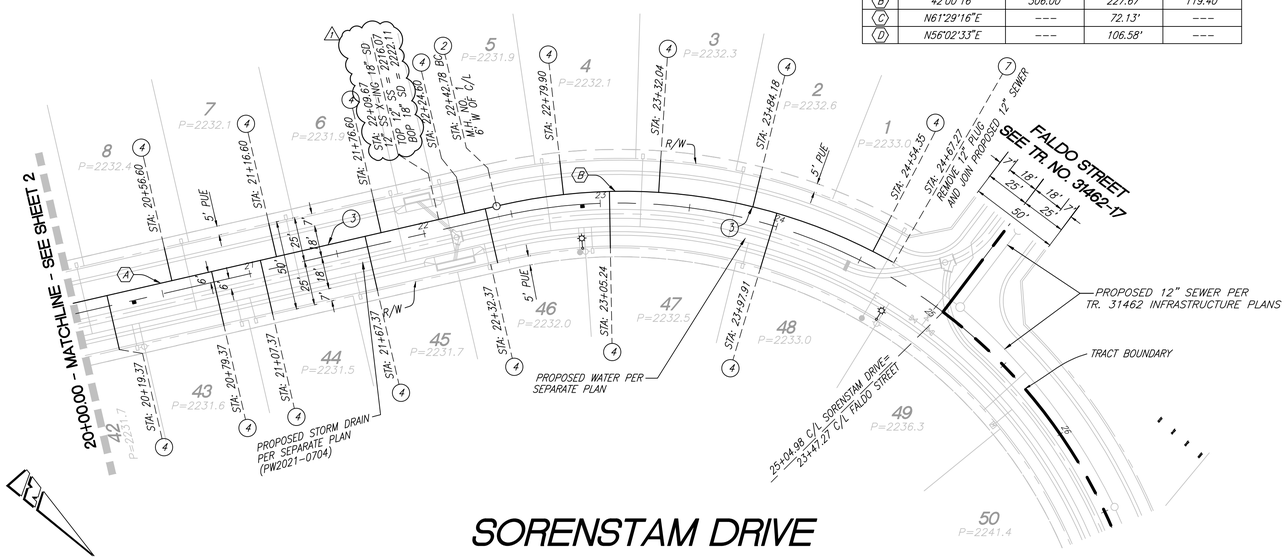
Plotted: Feb 14, 2022 - 3:03pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-23 SWR IMP PLANS\31462-23 SWR SH 02.dwg

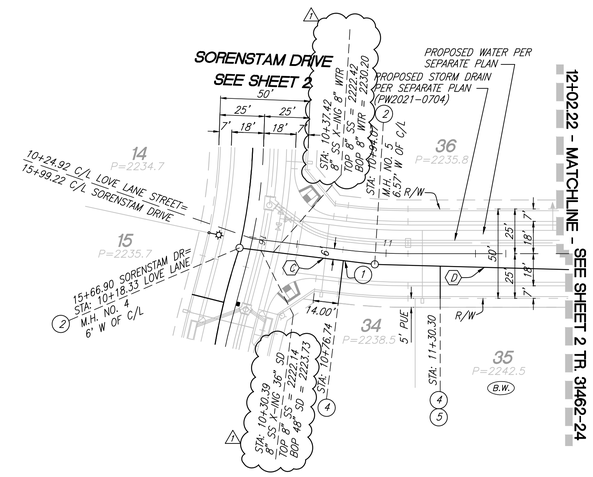




PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N52°19'43"W	---	240.78'	---
B	42°00'16"	306.00'	227.67'	119.40'
C	N61°29'16"E	---	72.13'	---
D	N56°02'33"E	---	106.58'	---





CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 12" PVC SEWER MAIN.
4. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
7. REMOVE TEMP END PLUG AND CONNECT TO 12" SEWER

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON SORNENSTAM, LOVE, ZOELLER	TEO	2/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 02/14/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 02/14/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ City Engineer Date: 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-23
SORENSTAM DRIVE
STA: 20+00.00 TO STA: 24+67.27
LOVE LANE
STA: 10+18.33 TO STA: 12+02.22
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 3 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3402A

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-23

DATE OF AGREEMENT: March 7th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA22B subdivision consisting of 55 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $438,581.25 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: Bond No. 30148221 for PA22B Storm Drain

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $438,521.25 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) _____ and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On March 08, 2022 before me, Andrew Salazar, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Aaron Talarico
Name(s) of Signer(s)

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

PW2021-0704
File #: 3398

Bond No. 30148221

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-23, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Four Hundred Thirty Eight Thousand Five Hundred Eighty One and 25/100 dollars ($438,581.25) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULK

Title: VP - NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
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- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

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TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30148221

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Four Hundred Thirty Eight Thousand Five Hundred Eighty One and 25/100 ($438,581.25) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULK

Title: VP-NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
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OCTOBER 17, 2024

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NUMBER OF PAGES _____ DATE OF DOCUMENT _____

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Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
11/14/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-23 Storm Drain Improvements
DATE: October 26, 2021

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE/ LABOR AND MATERIALS SECURITY (150% of Estimated Construction Costs)
Streets/Drainage	$ 438,581.25
Sewer	$ -
Total	$ 438,581.25
Warranty Retension (22.5%)	$ 98,680.78
Street/Drainage Plan Check Fees =	$ 7,309.69
Sewer Plan Check Fees =	$ 500.00
Street Inspection Fees =	$ 11,695.50
Sewer Inspection Fees =	$ 750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

26-Oct-21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(652,800 sf)	$ 5.50	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
	C.Y.	(c.) Import and Fill If balanced, provide (a) only, either cut or fill If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(c), a=cut, c=fill-cut (Unit costs for (a), (b) & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.20	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	Ea.	Remove Barricade	$ 500.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 3.00	$ -
	L.F.	Stamped Concrete	$ 450.00	$ -
	L.F.	Sandblast existing striping	$ 3.00	$ -
	S.F.	Remove and Replace Cart Path	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (334,073 sf @ 0.40')	$ 45.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) 334,073 sf) Apply at 0.05 + 0.03 = 0.08 Gal/SY	$ 400.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.40	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 5.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 7.50	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 8.00	$ -
	S.F.	P.C.C. Sidewalk	$ 4.00	$ -
	EA.	P.C.C. Drive Approach	$ 640.00	$ -
	EA.	Handicapped Access Ramp	$ 1,000.00	$ -
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 640.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
	S.F.	TEMP P.C.C. Sidewalk	$ 4.00	$ -
	EA.	TEMP. Handicapped Access Ramp	$ 1,000.00	$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catchbasin	$ 1,500.00	$ -
	EA.	Access Driveway for Storm Drain at Cul-de Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	L.F.	Limit Line	$ 2.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W53 "NOT A THROUGH STREET" Sign	$ 250.00	$ -
	EA	CONCRETE LIGHTING	$ 2,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
110	L.F.	18" R.C.P.	$ 60.00	$ 6,600
	L.F.	24" R.C.P.	$ 65.00	$ -
	L.F.	30" R.C.P.	$ 70.00	$ -
407	L.F.	36" R.C.P.	$ 80.00	$ 32,560
394	L.F.	42" R.C.P.	$ 95.00	$ 37,430
	L.F.	72" R.C.P.	$ 200.00	$ -
	L.F.	30" C.I.P.C.P.	$ 50.00	$ -
	L.F.	36" C.I.P.C.P.	$ 60.00	$ -
221	L.F.	60" R.C.P	$ 160.00	$ 35,360
55	L.F.	48" R.C.P	$ 110.00	$ 6,050
595	L.F.	54" R.C.P.	$ 150.00	$ 89,250
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
4	EA.	Concrete Collar	$ 250.00	$ 1,000
	EA.	Transition Structure No. 3	$ 2,500.00	$ -
	EA.	Concrete Inlet Structure	$ 5,000.00	$ -
	L.F.	12" HDPE Pipe	$ 31.00	$ -
	L.F.	24" HDPE Pipe	$ 50.00	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 11.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
3	EA.	Catch Basin W = 10'	$ 4,000.00	$ 12,000
2	EA.	Catch Basin W = 14'	$ 5,500.00	$ 11,000
1	EA.	Catch Basin W = 21'	$ 7,000.00	$ 7,000
	EA.	Type IX Inlet	$ 1,800.00	$ -
	EA.	Type X Inlet	$ 1,800.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 4	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,000.00	$ -
4	EA.	Manhole No. 4	$ 4,000.00	$ 16,000
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 340.00	$ -
	EA.	Caltrans D90 Tyoe B Concete Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	EA.	Concrete Flared End Setion	$ 3,000.00	$ -
	EA.	Downdrain To Pipe Trans.	$ 500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	L.S.	Concrete Inlet Apron'	$ 11,000.00	$ -
	L.S.	Emergency Spillway	$ 27,000.00	$ -
	L.S.	84" Storm Drain Grate	$ 8,500.00	$ -
	S.F.	3' Wide V-Gutter	$ 4.00	$ -
	EA.	Energy Dissipater Impact Basin	$5,000.00	$ -
	EA.	Pipe Anchors	$500.00	$ -
	EA.	Forebay	$5,000.00	$ -
	L.F.	Double Box Culvert	$1,000.00	$ -
	EA.	Inlet Structure	$5,000.00	$ -
	EA.	Culvert Warped Wingwalls	$10,000.00	$ -
			Subtotal:	$ -

A.	Subtotal	$ 254,250
B.	Contingency (15%)	$ 38,138
C.	Streets/Drainage Total (A + B)	$ 292,388

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-23 Storm Drain Improvements DATE: 10/26/21

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P.	$ 10.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 10.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	EA.	VENT-O-MAT AIR RELEASE AND VACUUM VALVE	$ 3,500.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Reinforced Shallow Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	EA.	NEOPOXY MANHOLE LINER	$ 1,000.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station	$ 150,000.00	$ -
	L.F.	12" P.V.C.	$ 40.00	$ -
	EA.	12" P.V.C. Misc. Fittings & Plugs	$ 200.00	$ -
	L.F.	8" P.V.C.	$ 30.00	$ -
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
	EA.	Backflow	$ 250.00	$ -
	L.F.	4" PVC. (7 Lots @ 25' Avg. Length)	$ 15.00	$ -
	L.F.	8" P.V.C ANSI/AWWA (C-900, CL. 150)	$ 30.00	$ -
	L.F.	8" D.I.P. (AWWA CLASS 150)	$ 50.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 31462-23

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISE THE PLANS FOR APPROVAL BY THE CITY.

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

* RCP NOTES:

THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.

THE JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

ALTERNATIVE PIPE MATERIALS NOTE:

THE USE OF CORRUGATED HDPE AS AN ACCEPTABLE ALTERNATIVE PIPE MATERIALS FOR STORM WATER DRAINAGE FACILITIES IS PERMITTED SO LONG AS THE DESIGN, PIPE MATERIAL SPECIFICATION AND INSTALLATION FOLLOW RIVERSIDE COUNTY ORDINANCE 461. THE MINIMUM ALLOWABLE PIPE COVER IS 6-FEET AND THE MAXIMUM PIPE COVER IS 20-FEET.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED VERSION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION.

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461. 2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS AS DEFINED IN SECTION 6703 OF THE BUSINESS & PROFESSIONALS CODE, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

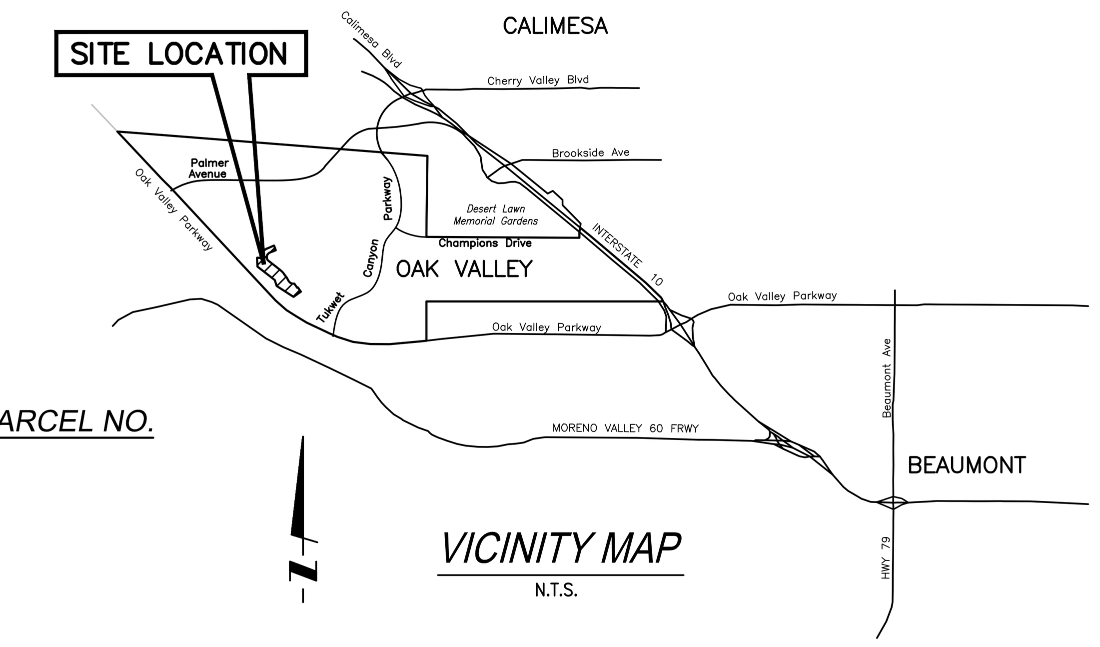
AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — 02/15/22 DATE
EXPIRATION DATE 12-31-2022

CONSTRUCTION NOTES & QUANTITY ESTIMATE

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)	110	L.F.
2	CONSTRUCT 36" RCP (SEE PROFILE FOR D LOAD)	407	L.F.
3	CONSTRUCT 42" RCP (SEE PROFILE FOR D LOAD)	394	L.F.
4	CONSTRUCT 48" RCP (SEE PROFILE FOR D LOAD)	55	L.F.
5	CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254	4	EA.
6	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)	6	EA.
7	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803	△1 5	EA.
8	CONSTRUCT 54" RCP (SEE PROFILE FOR D LOAD)	595	L.F.
9	CONSTRUCT 60" RCP (SEE PROFILE FOR D LOAD)	221	L.F.

* ALTERNATE CIPCP SHALL BE CONSTRUCTED PER SECTION 306-4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)



VICINITY MAP
N.T.S.

ASSESSOR'S PARCEL NO.

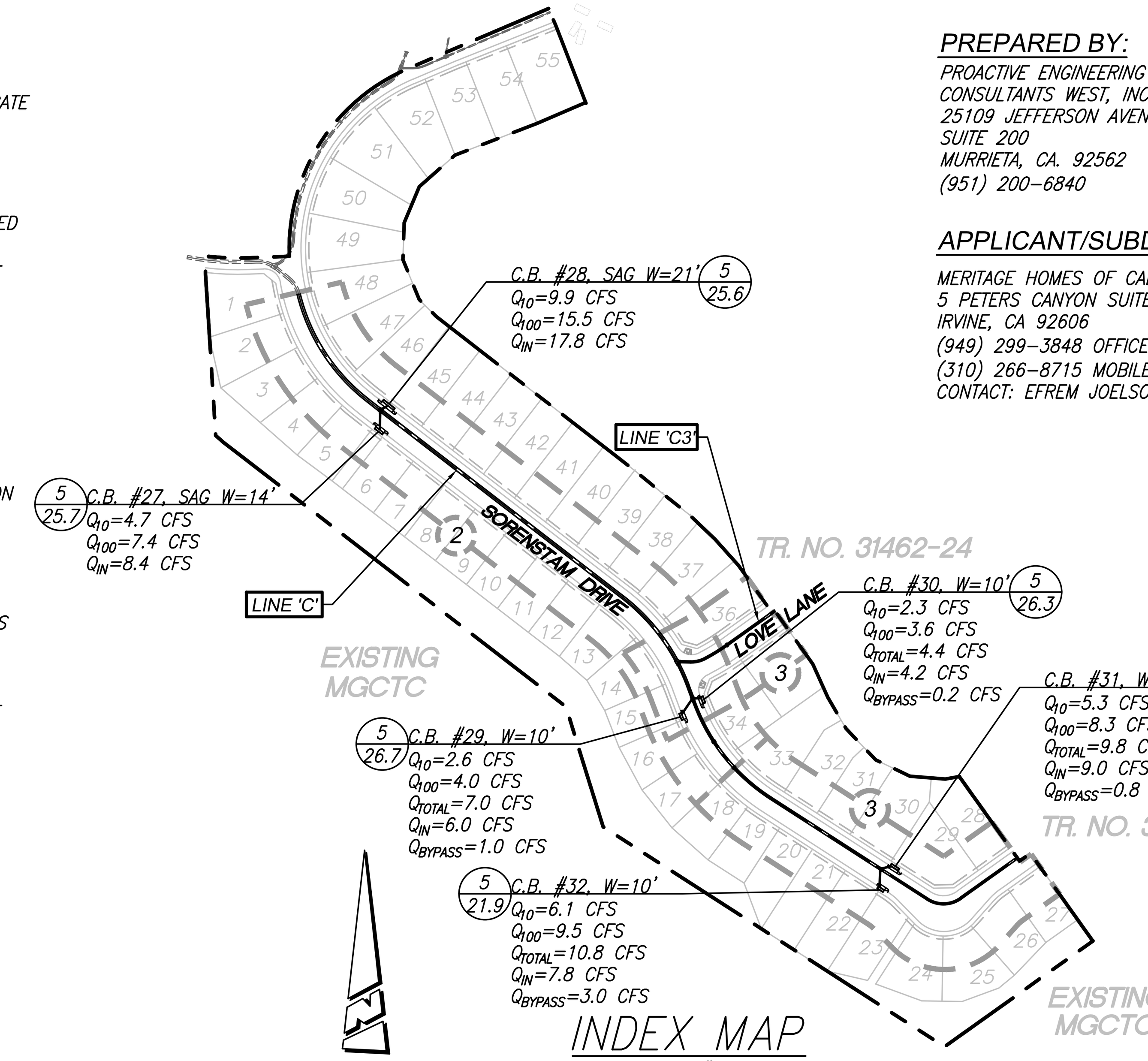
406-060-012

PREPARED BY:

PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE,
SUITE 200
MURRIETA, CA. 92562
(951) 200-6840

APPLICANT/SUBDIVIDER:

MERITAGE HOMES OF CALIFORNIA
5 PETERS CANYON SUITE 310
IRVINE, CA 92606
(949) 299-3848 OFFICE
(310) 266-8715 MOBILE
CONTACT: EFREM JOELSON



INDEX MAP
SCALE: 1"=200'

ABBREVIATIONS AND LEGEND

RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HGL	HYDRAULIC GRADE LINE
TOP	TOP OF PIPE
BOT	BOTTOM OF PIPE
SD	STORM DRAIN
INV	INVERT
PROP	PROPOSED
EXIST	EXISTING
C/L	CENTERLINE
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISHED SURFACE
CB	CATCH BASIN
PRC	POINT OF REVERSE CURVE
BC	BEGIN CURVE
EC	END CURVE
GB	GRADE BREAK
Q	FLOW RATE
W	WATER
S	SANITARY SEWER
FM	FORCE MAIN

PROPOSED STORM DRAIN
PROPOSED CATCH BASIN
EXISTING STORM DRAIN
RIGHT OF WAY
TRACT BOUNDARY
STREET CENTERLINE
SHEET MATCHLINE
MATCHLINE
EXISTING SEWER
DAYLIGHT
PROPOSED WATER
PROPOSED SEWER

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES – INDEX MAP

SHEET 2 – STORM DRAIN LINE "C" STA. 11+92.90 TO 22+00.00

SHEET 3 – STORM DRAIN LINE "C" STA. 22+00.00 TO 27+20.18
STORM DRAIN LINE "C3" STA. 10+00.00 TO 11+68.27

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	△1	LINE C & LATERALS PROFILE REDESIGN: ADDED LATERAL LINE BEARING DATA, SHEETS 2 & 3	TLO	2/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 02/15/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/15/22
JOB NUMBER: 06.002.000

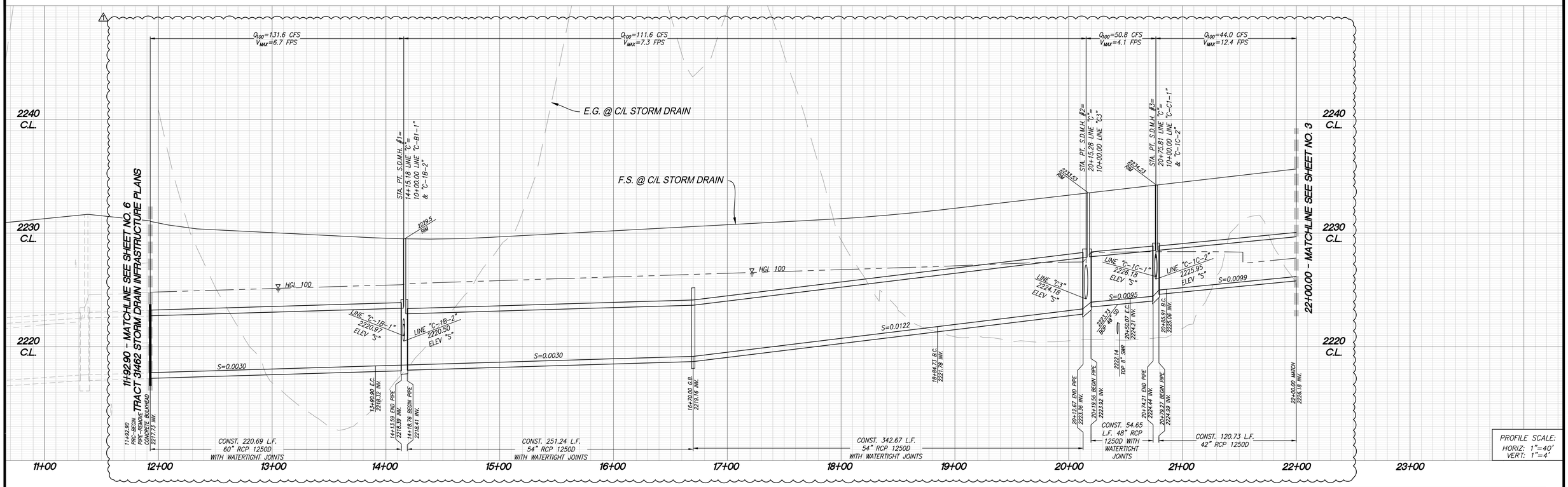
Reviewed By: ______ Staff Engineer Date: ______
Recommended for Approval By: ______ City Engineer Date: ______
Approved By: ______ City Engineer Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-23
TITLE SHEET - VICINITY MAP - GENERAL NOTES LEGEND - CONSTRUCTION NOTES - QUANTITIES - INDEX MAP
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 1 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3398A

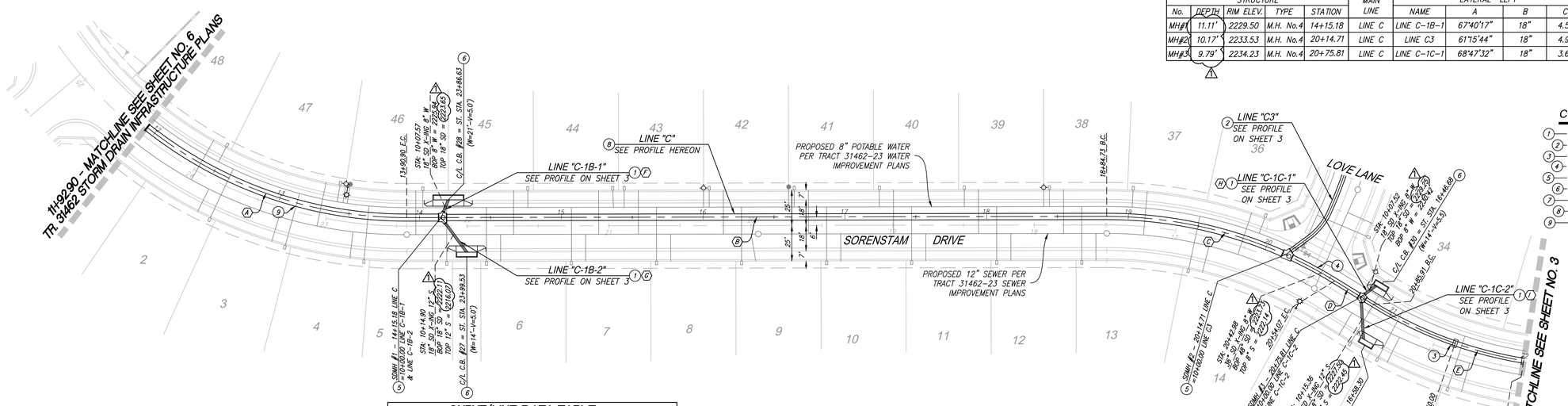
Plotted: Feb 15, 2022 - 10:23am By: alexj DWG: C:\Users\alexj\AppData\Local\Temp\AcPublish_8460\TR 31462-23 SD SHEET-1.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE No.	DEPTH	RIM ELEV.	TYPE	STATION	MAIN LINE	LATERAL LEFT NAME	A	B	C	LATERAL RIGHT NAME	A	B	C	L	D_1	D_2
MH#1	11.11'	2229.50	M.H. No.4	14+15.18	LINE C	LINE C-1B-1	67°40'17"	18"	4.5'	LINE C-1B-2	53°38'56"	18"	5.3'	6.03'	54"	54"
MH#2	10.17'	2233.53	M.H. No.4	20+14.71	LINE C	LINE C3	61°15'44"	18"	4.9'	---	---	---	---	7.72'	54"	48"
MH#3	9.79'	2234.23	M.H. No.4	20+75.81	LINE C	LINE C-1C-1	68°47'32"	18"	3.6'	LINE C-1C-2	54°59'09"	18"	4.1'	5.90'	48"	42"



CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)
2. CONSTRUCT 36" RCP (SEE PROFILE FOR D LOAD)
3. CONSTRUCT 42" RCP (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT 48" RCP (SEE PROFILE FOR D-LOAD)
5. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
6. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)
7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803
8. CONSTRUCT 54" RCP (SEE PROFILE FOR D LOAD)
9. CONSTRUCT 60" RCP (SEE PROFILE FOR D LOAD)

CURVE/LINE DATA TABLE

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	38°35'15"	294.00'	198.00'	102.92'
B	N52°19'43"W	---	493.83'	---
C	31°42'25"	306.00'	169.34'	86.90'
D	N20°37'18"W	---	31.83'	---
E	22°14'07"	294.00'	114.09'	57.77'
F	N80°00'00"E	---	13.51'	---
G	N01°19'13"E	---	30.42'	---
H	N89°24'50"W	---	13.47'	---
I	N34°21'51"E	---	29.75'	---

LINE "C"

SCALE: 1"=40'

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE C & LATERALS PROFILE REDESIGN	TEO	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY — 02/15/22
R.C.E. 45920 EXP. 12-31-2022
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Reviewed By: _____ Staff Engineer — Date: _____
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Approved By: _____ City Engineer — Date: 03/09/2022

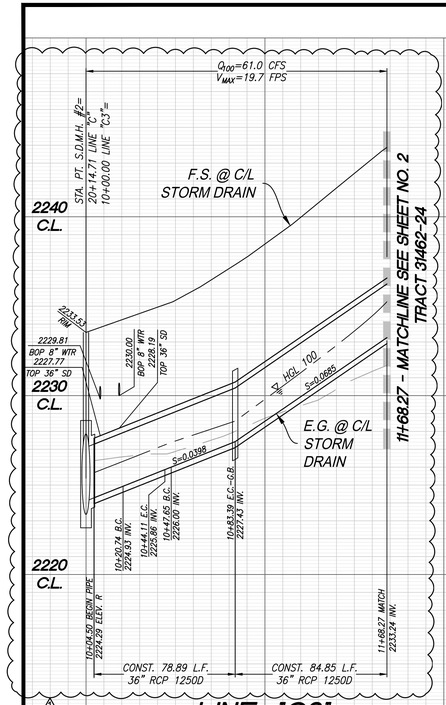
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-23

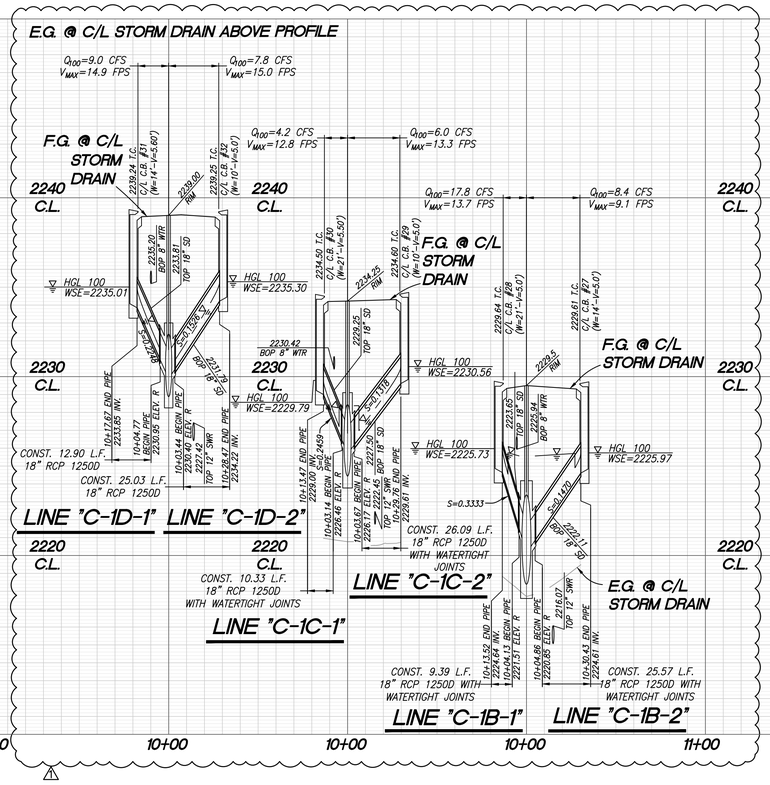
STORM DRAIN LINE "C"
STA: 11+92.90 TO STA: 22+00.00

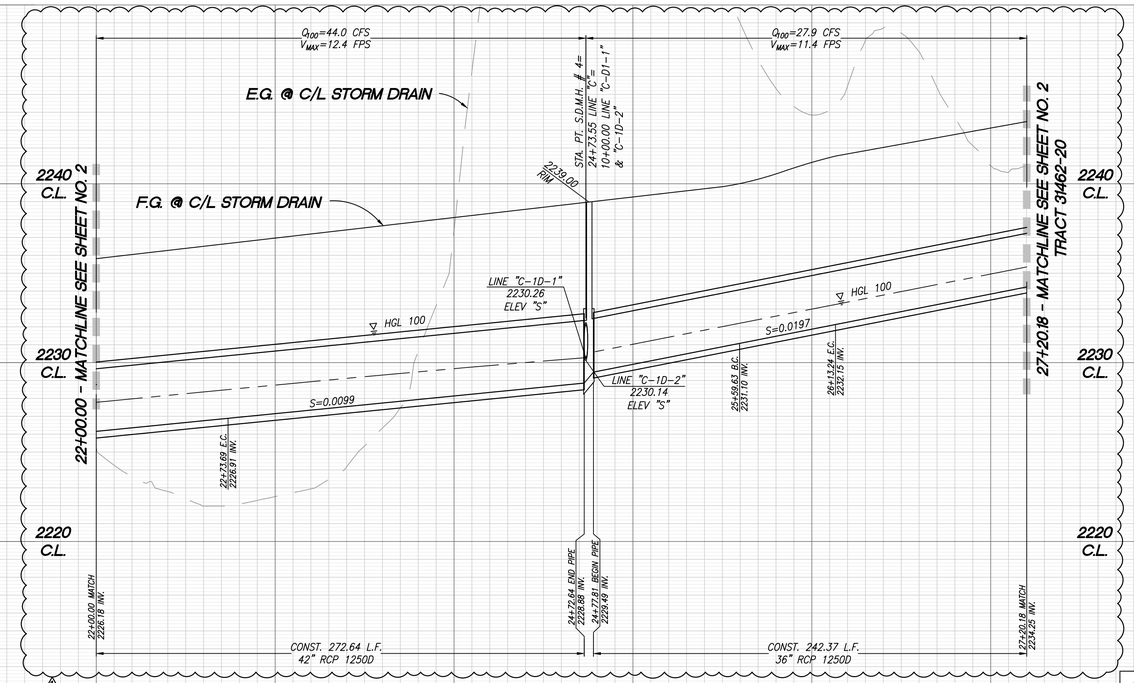
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 2 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3398A



LINE "C3"





LINE "C"

PROFILE SCALE:
HORIZ: 1"=40'
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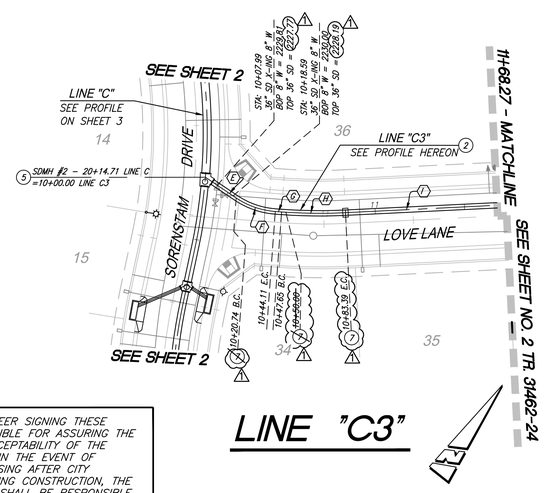
MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE No.	DEPTH	RIM ELEV.	TYPE	STATION	MAIN LINE	LATERAL LEFT NAME	A	B	C	LATERAL RIGHT NAME	A	B	C	L	D_1	D_2
#4	(11.12')	2239.00	M.H. No.4	24+73.65	LINE C	LINE C-1D-1	45°00'00"	18"	5.2'	LINE C-1D-2	59°22'41"	18"	3.9'	6.02'	42"	36"



LINE "C3"

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7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803

CURVE/LINE DATA TABLE

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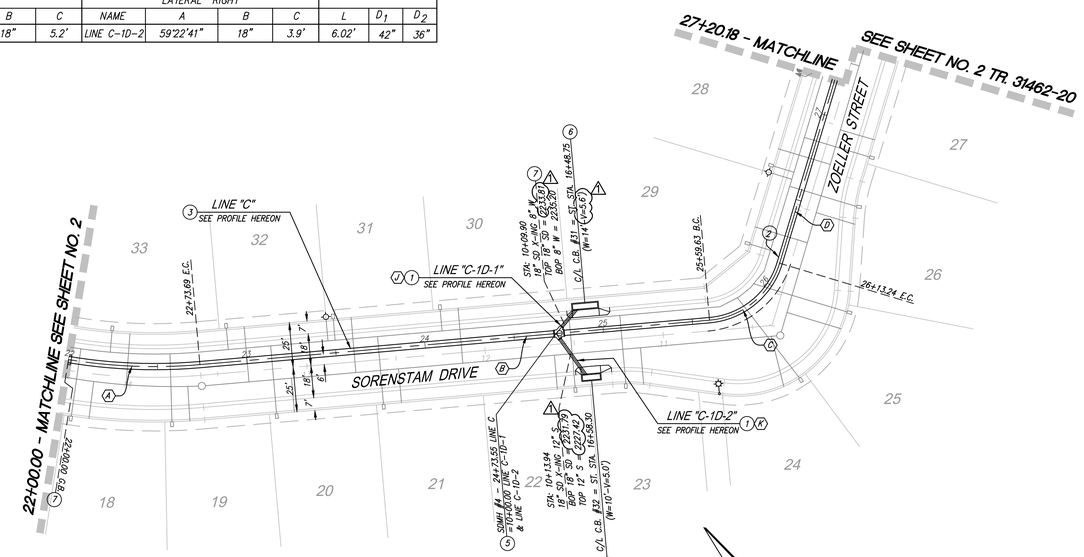
A	14°21'39"	294.00'	73.69'	37.04'
B	N57°13'04"W	---	285.94'	---
C	68°15'34"	45.00'	53.61'	30.50'
D	N54°31'22"E	---	106.93'	---
E	N88°45'42"W	---	20.74'	---
F	29°45'02"	45.00'	23.37'	11.95'
G	N61°29'16"E	---	3.54'	---
H	6°57'54"	294.00'	35.74'	17.89'
I	N54°31'22"E	---	84.88'	---
J	N77°46'56"E	---	17.67'	---
K	N02°09'37"E	---	28.47'	---



LINE "C"

40' 0 40' 80' 120'
SCALE: 1"=40'

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE C & LATERALS PROFILE REDESIGN	TCO	2/22

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25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

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City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-23
STORM DRAIN LINE "C"
STA: 22+00.00 TO STA: 27+49.08
STORM DRAIN LINE "C3"
STA: 10+00.00 TO STA: 11+68.27
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 3 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3398A

Plotted: Feb 15, 2022 - 10:23am By: alexj DWG: N:\06.002.000\Drawings\Storm Drain Improvements\31462-23 SD IMP PLANS\TR 31462-23 SD SHEET-3.dwg

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-24

DATE OF AGREEMENT: March 7th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 22C subdivision consisting of 55 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $110,923.25 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: Bond No. 30148218 for PA 22C Sewer

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. **Subdivider's Obligation to Construct Improvements**.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $110,923.25 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) _____ and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 08, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

PW 2021-0706
File #: 3403

Item 4.

Bond No. 30148218

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-24, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Ten Thousand Nine Hundred Twenty Three and 25/100 dollars ($110,923.25) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULK

Title: VP-NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferrozza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

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TITLE OR TYPE OF DOCUMENT:

NUMBER OF PAGES DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

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NUMBER OF PAGES _____ DATE OF DOCUMENT _____

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STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30148218

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Ten Thousand Nine Hundred Twenty Three and 25/100 ($110,923.25) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULL

Title: VP-NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

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- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

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On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
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OCTOBER 17, 2024

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Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
11/14/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-24 Sewer Improvements
DATE: 8-Nov-21

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE LABOR & MATERIALS SECURITY (of Estimated Construction Costs)	100% 100%
Streets/Drainage	$ -	
Sewer	$ 110,923.25	
Total	$ 110,923.25	
Warranty Retension (22.5%)	$ 24,957.73	
Street/Drainage Plan Check Fees =	$ 500.00	
Sewer Plan Check Fees =	$ 3,327.70	
Street Inspection Fees =	$ 750.00	
Sewer Inspection Fees =	$ 5,546.16	

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

8-Nov-21
Date

George Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 09/06

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)( )	$ 15.00	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
	S.F.	Grinding A.C. in place	$ 1.00	$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 6.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	S.F.	Cold Plane A.C. Pavement	$ 1.00	$ -
	E.A.	Relocate Mailbox	$ 250.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (1,365 sf @ 0.25 feet)	$ 90.00	$ -
	C.Y.	Aggregate Base Class II (OnSite SF @ AB thickness Ft.)	$ 50.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (1,365 sf) apply at 0.05 + 0.03 = 0.08 gal/SY	$ 600.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.00	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
	S.F.	P.C.C. Sidewalk	$ 6.00	$ -
	EA.	P.C.C. Drive Approach	$ 640.00	$ -
	EA.	Handicapped Access Ramp	$ 1,500.00	$ -
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 640.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
	S.F.	12" P.C.C. Concrete Pad	$ 12.00	$ -
	S.F.	6" P.C.C. Concrete Pad	$ 6.00	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 275.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 45.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 60.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Relocate Power Pole	$ 10,000.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain Std. 309	$ 2,000.00	$ -
	EA.	Flat Outlet Drainage Structure Std. 303	$ 500.00	$ -
	EA.	Curb Outlet Drainage Structure Std. 308	$ 500.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	L.F.	Limit Line	$ 2.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W53 "NOT A THROUGH STREET"	$ 250.00	$ -
	EA	CONCRETE LIGHTING	$ 2,500.00	$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 75.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
	L.S.	Remove & Dispose of Interferring 30" Storm Drain and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	EA.	Local Depression per RCTD Std 311 Case B	$ 1,200.00	$ -
	EA.	Local Depression per RCTD Std 311 Case C	$ 1,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter	$ 4.00	$ -
	LS	Signal & Lighting	$ 100,000.00	$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Sewer Improvements DATE: 8-Nov-21

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
1,375	L.F.	4" P.V.C. (45 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ 20,625
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	EA.	VENT-O-MAT AIR RELEASE AND VACUUM VALVE	$ 3,500.00	$ -
8	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 20,000
	EA.	Modified 5 ft. Manholes	$ 4,000.00	$ -
	EA.	Reinforced Shallow Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	8" Plug Valve	$ 1,500.00	$ -
	C.Y.	Controlled Density Fill (2 CY/Crossing)(9 Crossings)	$ 30.00	$ -
	EA.	Sauereisen Coat Manhole	$ 500.00	$ -
	EA.	NEOPOXY MANHOLE LINER	$ 1,000.00	$ -
	EA.	6" Blow off	$ 2,800.00	$ -
	L.F.	Sewer Pipe Sleeving (36" Steel)	$ 80.00	$ -
	L.S.	Sewer Lift Station	$ 150,000.00	$ -
	L.F.	12" P.V.C.	$ 40.00	$ -
	EA.	12" P.V.C. Misc. Fittings & Plugs	$ 200.00	$ -
1,786	L.F.	8" P.V.C.	$ 30.00	$ 53,580
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
9	EA.	Backflow prevention device	$ 250.00	$ 2,250
	L.F.	4" PVC. (7 Lots @ 25' Avg. Length)	$ 15.00	$ -
	L.F.	8" P.V.C ANSI/AWWA (C-900, CL. 150)	$ 30.00	$ -

A.	Subtotal	$ 96,455
B.	Contingency (15% x A)	$ 14,468
C.	Sewer Total (A + B)	$ 110,923

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-24

SEWER NOTES

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"- 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH SWRCB-DDW.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING – THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

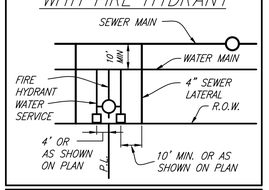
DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

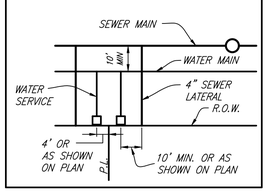
GENERAL NOTES

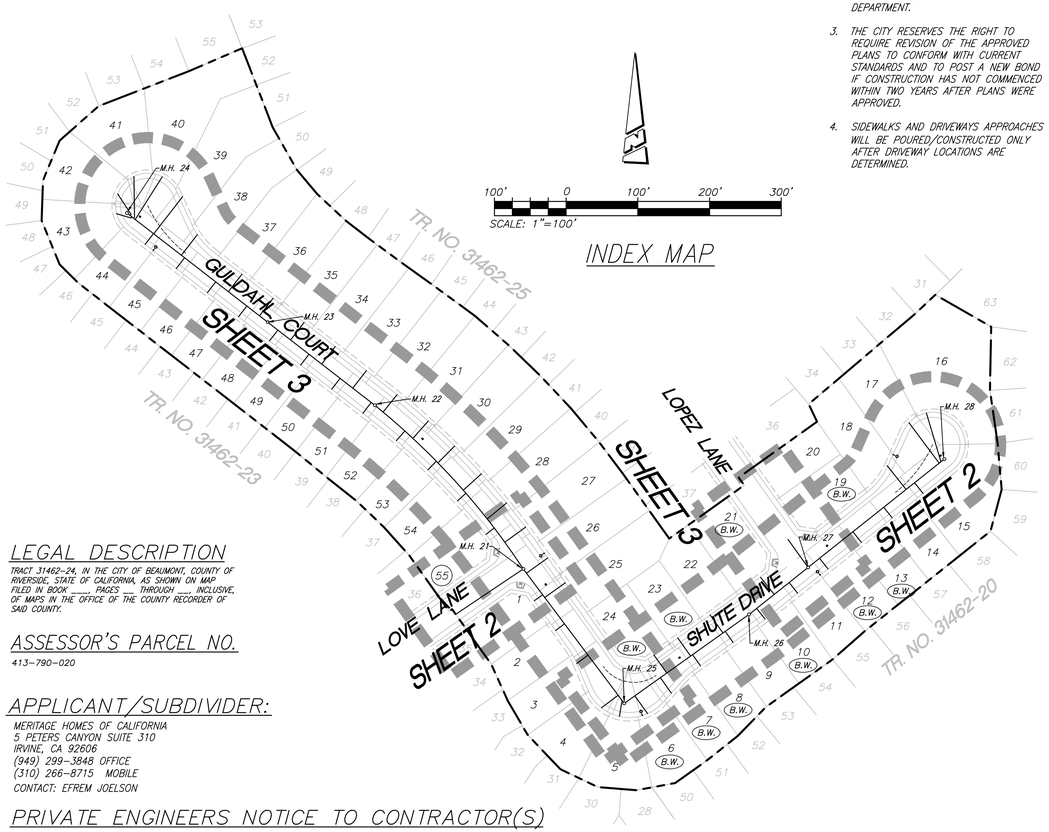
1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY OR FINAL SOIL REPORT P.N. 1-0160, DATED 1/12/2016 PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:SEWER, WATER, GAS, ELECTRIC,STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
11. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS. WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
13. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
14. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

TYPICAL LOT SERVICE WITH FIRE HYDRANT



TYPICAL LOT SERVICE





INDEX MAP

LEGAL DESCRIPTION

TRACT 31462-24, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK ____, PAGES ___ THROUGH ___, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NO.

413-790-020

APPLICANT/SUBDIVIDER:

MERITAGE HOMES OF CALIFORNIA
5 PETERS CANYON SUITE 310
IRVINE, CA 92606
(949) 299-3848 OFFICE
(310) 266-8715 MOBILE
CONTACT: EFREM JOELSON

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — DATE 02/14/22
EXPIRATION DATE 12-31-2020

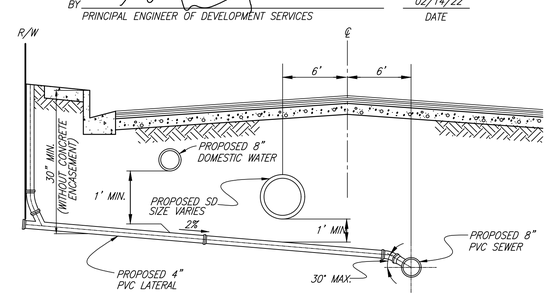
NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

SEWER CERTIFICATION

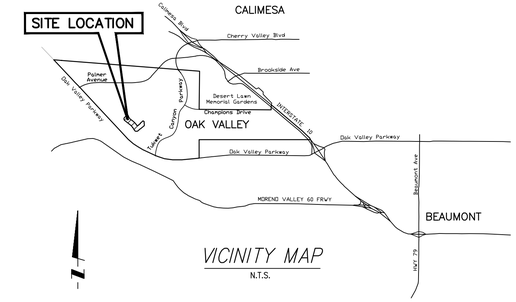
I CERTIFY THAT THE DESIGN OF THE SEWER SYSTEM IS IN ACCORDANCE WITH THE EASTERN MUNICIPAL WATER DISTRICT'S SEWER SYSTEM MASTER PLAN, AND THE DISTRICT HAS PROGRAMMED ADEQUATE CAPACITY TO TREAT WASTES FROM THE PROPOSED TRACT.

EASTERN MUNICIPAL WATER DISTRICT
BY PRINCIPAL ENGINEER OF DEVELOPMENT SERVICES — DATE 02/14/22



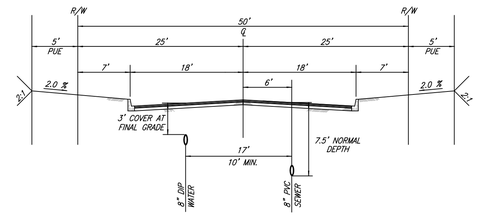
DETAIL A – TYPICAL LATERAL UNDER SD DETAIL

NOT TO SCALE
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE



VICINITY MAP

N.T.S.



TYPICAL SECTION

NOT TO SCALE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	ITEM	TOTAL
1	INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE	1,786 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61	6 EA.
3	INSTALL 12" PVC SEWER MAIN.	– L.F.
4	INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177	1,375 L.F.
5	INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL	9 EA.
6	NOT USED	
7	NOT USED	
8	NOT USED	
9	NOT USED	
10	NOT USED	
11	INSTALL TERMINUS CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER E.M.W.D. STD. SB-58	2 EA.

LEGEND

TRACT BOUNDARY
RIGHT OF WAY
PROPOSED SEWER MAIN
PROPOSED SEWER SERVICE
PUBLIC UTILITY EASEMENT
CENTER LINE
SEWER MANHOLE
PROPOSED WATER MAIN
PROPOSED WATER SERVICE
P=2367.1 PAD ELEVATION
PROPOSED CATCH BASIN
B.W. PROPOSED BACKFLOW PREVENTER
"WYE" STATION @ MAIN
SEWER LATERAL CALLOUT 10+35.22
CONSTRUCTION NOTE REFERENCE 6

ABBREVIATIONS

FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L or CL or ℄	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
BOP	BOTTOM OF PIPE
TOP	TOP OF PIPE
M.H.or MH	SEWER MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
I.D.	INSIDE DIA.
R.C.T.D.	RIVERSIDE COUNTY TRANS. DEPT.
STD.	STANDARD
S.D.	STORM DRAIN
SWR	SEWER
X-ING	CROSSING
VCP	VITRIFIED CLAY PIPE

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES – INDEX MAP
SHEET 2 – LOVE LANE STA: 12+02.22 TO STA: 13+27.72
SHUTE DRIVE STA: 9+94.00 TO STA: 15+56.47
GULDAHL COURT STA: 18+61.88 TO STA: 19+69.21
SHEET 3 – GULDAHL COURT STA: 9+83.46 TO STA: 18+61.88
LOPEZ LANE STA: 20+39.31 TO STA: 21+97.92

DIGALERT — DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG — UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PEC	1	LOWERED SEWER ON SHUTE, LOVE, GULDAHL, LOPEZ	TEG	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-8840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY R.C.E. 45920 EXP. 12-31-2022 — DATE 02/14/22

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

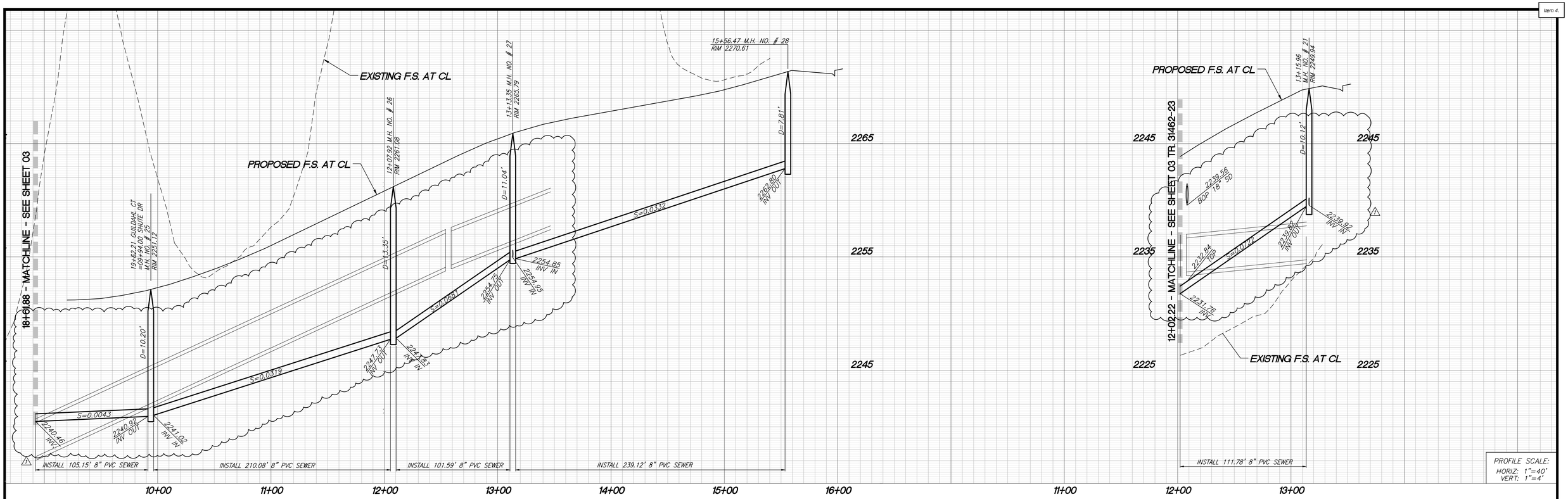
DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 02/14/22
JOB NUMBER: 06.002.000

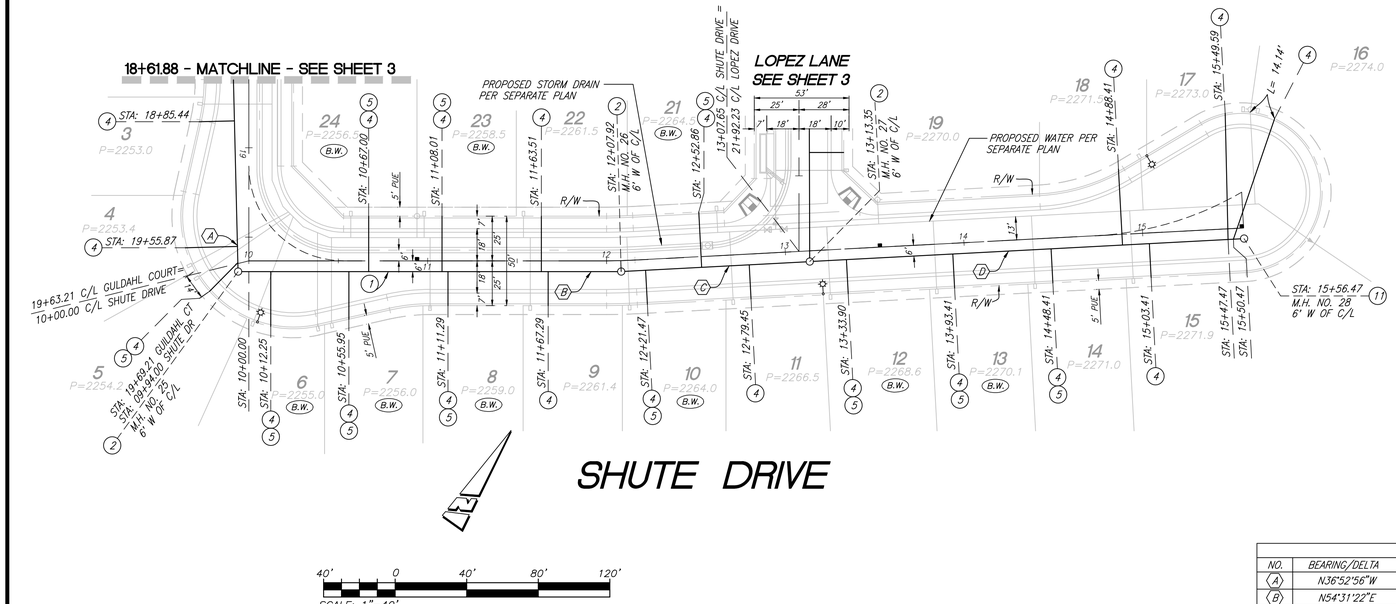
Reviewed By: ____ Staff Engineer — Date: ____
Recommended for Approval By: ____ — Date: ____
Approved By: ____ City Engineer — Date 03/09/2022
City of Beaumont, Public Works Department Engineering Division

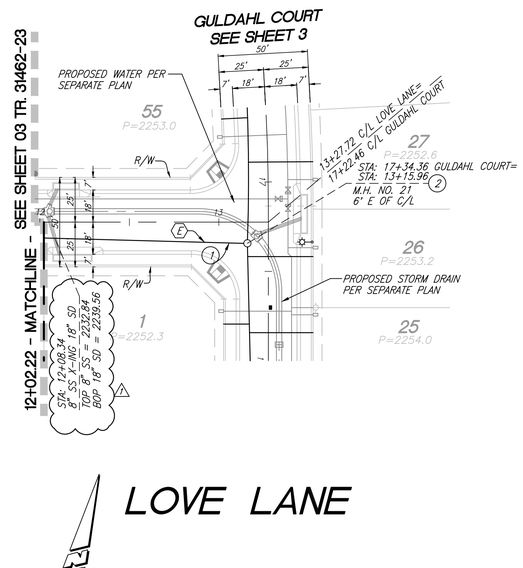
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-24
TITLE SHEET - VICINITY MAP - GENERAL NOTES
LEGEND - CONSTRUCTION NOTES -
QUANTITIES
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 1 OF 3 SHEETS
DRAWING NAME:
FILE NO.: J403A

Plotted: Feb 14, 2022 – 2:55pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-24 SWR IMP PLANS\31462-24 SWR SHT 01.dwg







CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
4. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
11. INSTALL TERMINUS CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER E.M.W.D. STD. SB-58

LINE/CURVE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N36°52'56"W	---	105.15'	---
B	N54°31'22"E	---	210.08'	---
C	N51°29'46"E	---	101.59'	---
D	N51°29'46"E	---	239.12'	---
E	N56°02'33"W	---	111.78'	---

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BY	MARK	DESCRIPTION	APPR.	DATE
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ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 205
MURRIETA, CA 92562
951-200-8840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 02/14/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

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DRAWN BY: HAL/MH
CHECKED BY: HAL/GAL
SCALE: AS NOTED
DATE: 02/14/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ Date: _____
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City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
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TRACT NO. 31462-24
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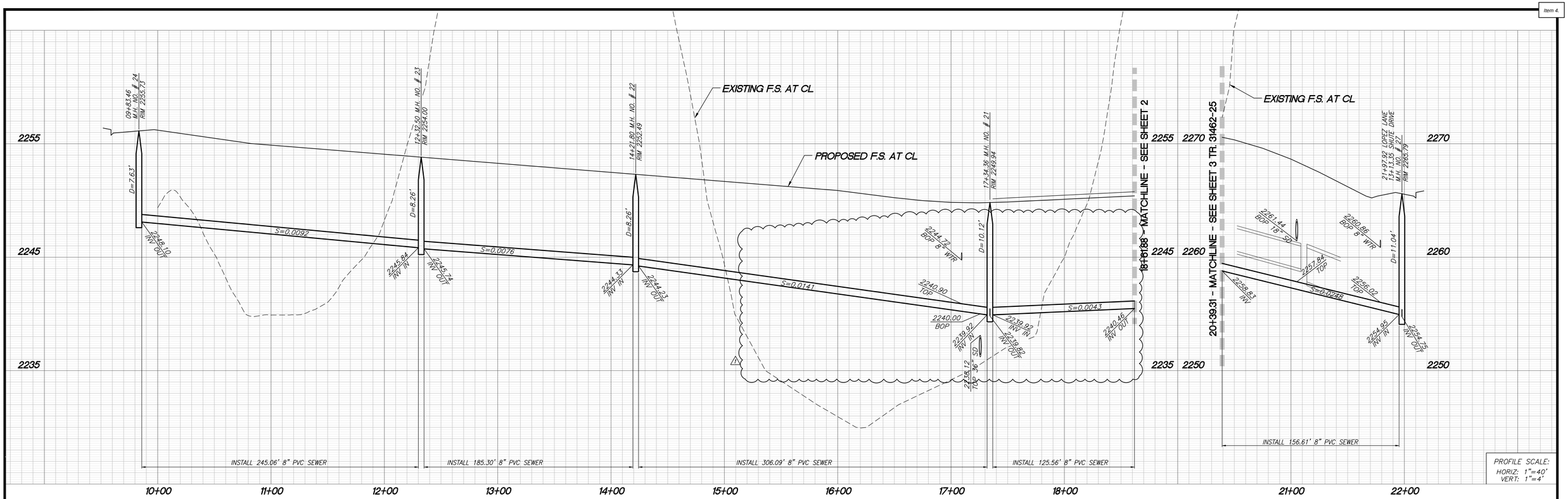
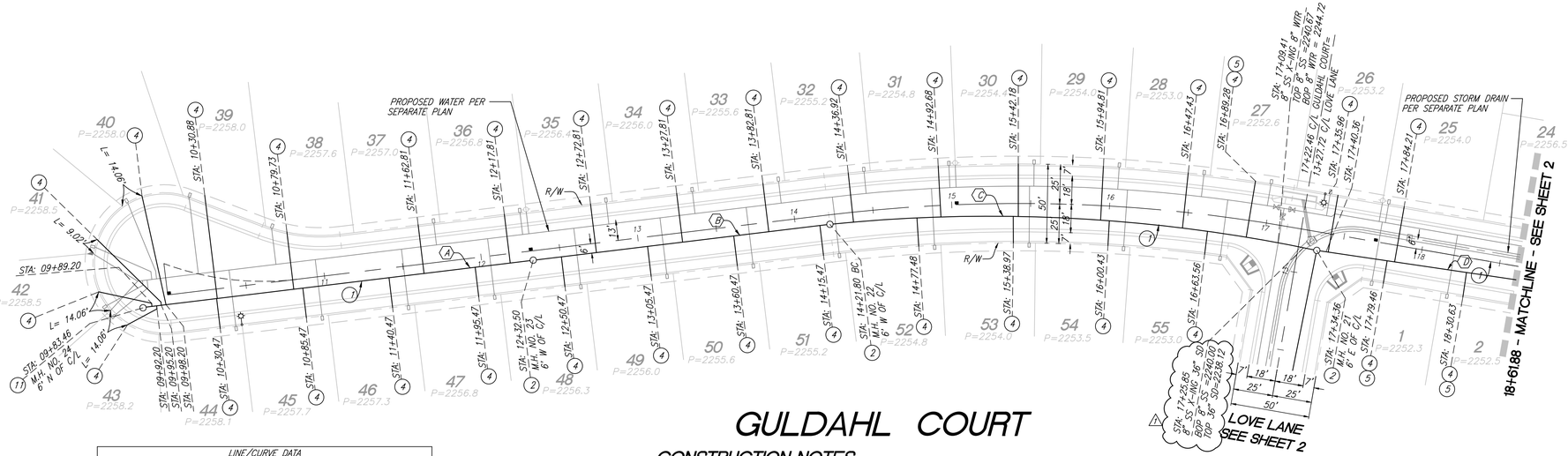
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 2 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 340.34

Plotted: Feb 14, 2022 – 2:55pm By: mikehanna DWG: N:\06.002.000\Drawings\Sewer Improvements\FC Phase 4\31462-24 SWR IMP PLANS\31462-24 SWR SHT 02.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



GULDAHL COURT

LOPEZ LANE

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N52°14'16"W	---	245.06'	---
B	N52°11'16"W	---	185.30'	---
C	17°32'15"	1000.00'	306.08'	154.25'
D	N36°52'56"W	---	125.56'	---
E	N35°38'17"E	---	156.61'	---

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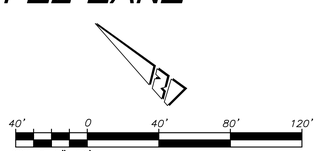

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BY	MARK	DESCRIPTION	APPR.	DATE
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ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
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GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
02/14/22
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: HAL/GAL/MH
DRAWN BY: HAL/MH
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Reviewed By: _____ Date: _____
Staff Engineer
Recommended for Approval By: _____ Date: _____
Approved By: _____ Date 03/09/2022
City Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-24
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STA: 9+83.46 TO STA: 18+61.88
LOPEZ LANE
STA: 20+39.31 TO STA: 21+97.92
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 3 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 34034

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-24

DATE OF AGREEMENT: March 7th, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 22C subdivision consisting of 55 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $198,021.38 (see Exhibit "B")	$ _____ (see Exhibit "B")	$_____ (see Exhibit "B")

BOND NUMBERS: Bond No. 30148222 for PA 22C Storm Drain

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc., a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $198,021.38 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) _____ and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. **Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. **Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. **Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. **Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. **Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By:_____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 08, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

PW 2021-0707
File #: 3399

Bond No. 30148222

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-24, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Ninety Eight Thousand Twenty One and 38/100 dollars ($198,021.38) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULL

Title: VP- NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

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SIGNER(S) OTHER THAN NAMED ABOVE

Reproduced by First American Title Company 11/2007

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Hilla Sferruzza, Executive Vice President - Chief Financial Officer, Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
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OCTOBER 17, 2024

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STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30148222

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Ninety Eight Thousand Twenty One and 38/100 ($198,021.38) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on January 21, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: GLEN A. TULK

Title: VP-NATIONAL LAND DEVELOPMENT

By: _____

Name: Hilla Sferruzza

Title: EVP & CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE ACKNOWLEDGEMENT

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STATE OF ARIZONA)SS
COUNTY OF MARICOPA)

On February 1, 2022 before me, Jeanne A. Malys, Notary Public, personally appeared Glen A. Tulk, Vice President - National Land Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
MY COMMISSION EXPIRES
OCTOBER 17, 2024

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

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SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

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who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature Jeanne A. Malys

JEANNE A. MALYS
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 590544
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STATE OF ILLINOIS

COUNTY OF DUPAGE}

On January 21, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 21st day of January, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
11/15/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract No. 31462-24 Storm Drain Improvements
DATE: November 11, 2021

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE/ LABOR AND MATERIALS SECURITY (150% of Estimated Construction Costs)
Streets/Drainage	$ 198,021.38
Sewer	$ -
Total	$ 198,021.38
Warranty Retension (22.5%)	$ 44,554.81
Street/Drainage Plan Check Fees =	$ 3,960.43
Sewer Plan Check Fees =	$ 500.00
Street Inspection Fees =	$ 6,600.71
Sewer Inspection Fees =	$ 750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

11-Nov-21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Improvement Requirement Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by "City of Beaumont Improvement Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont Unit Costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(652,800 sf)	$ 5.50	$ -
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
	C.Y.	(c.) Import and Fill If balanced, provide (a) only, either cut or fill If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(c), a=cut, c=fill-cut (Unit costs for (a), (b) & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 1.20	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	Ea.	Remove Barricade	$ 500.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 3.00	$ -
	L.F.	Stamped Concrete	$ 450.00	$ -
	L.F.	Sandblast existing striping	$ 3.00	$ -
	S.F.	Remove and Replace Cart Path	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (334,073 sf @ 0.40')	$ 45.00	$ -
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) 334,073 sf) Apply at 0.05 + 0.03 = 0.08 Gal/SY	$ 400.00	$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.40	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 5.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 7.50	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 8.00	$ -
	S.F.	P.C.C. Sidewalk	$ 4.00	$ -
	EA.	P.C.C. Drive Approach	$ 640.00	$ -
	EA.	Handicapped Access Ramp	$ 1,000.00	$ -
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 640.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
	S.F.	TEMP P.C.C. Sidewalk	$ 4.00	$ -
	EA.	TEMP. Handicapped Access Ramp	$ 1,000.00	$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	$ -
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	$ -
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catchbasin	$ 1,500.00	$ -
	EA.	Access Driveway for Storm Drain at Cul-de Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	$ -
	L.F.	Limit Line	$ 2.00	$ -
	EA.	R1 "STOP SIGN"	$ 250.00	$ -
	EA.	W53 "NOT A THROUGH STREET" Sign	$ 250.00	$ -
	EA	CONCRETE LIGHTING	$ 2,500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
96	L.F.	18" R.C.P.	$ 60.00	$ 5,760
57	L.F.	24" R.C.P.	$ 65.00	$ 3,705
	L.F.	30" R.C.P.	$ 70.00	$ -
676	L.F.	36" R.C.P.	$ 80.00	$ 54,080
	L.F.	42" R.C.P.	$ 95.00	$ -
	L.F.	72" R.C.P.	$ 200.00	$ -
	L.F.	30" C.I.P.C.P.	$ 50.00	$ -
	L.F.	36" C.I.P.C.P.	$ 60.00	$ -
	L.F.	60" R.C.P	$ 160.00	$ -
	L.F.	48" R.C.P	$ 110.00	$ -
	L.F.	54" R.C.P.	$ 150.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
3	EA.	Concrete Collar	$ 250.00	$ 750
	EA.	Transition Structure No. 3	$ 2,500.00	$ -
	EA.	Concrete Inlet Structure	$ 5,000.00	$ -
	L.F.	12" HDPE Pipe	$ 31.00	$ -
	L.F.	24" HDPE Pipe	$ 50.00	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 11.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
2	EA.	Catch Basin W = 14'	$ 5,500.00	$ 11,000
3	EA.	Catch Basin W = 21'	$ 7,000.00	$ 21,000
	EA.	Type IX Inlet	$ 1,800.00	$ -
	EA.	Type X Inlet	$ 1,800.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
1	EA.	Junction Structure No. 2	$ 2,500.00	$ 2,500
	EA.	Junction Structure No. 4	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,000.00	$ -
4	EA.	Manhole No. 4	$ 4,000.00	$ 16,000
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 340.00	$ -
	EA.	Caltrans D90 Tyoe B Concete Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	EA.	Concrete Flared End Setion	$ 3,000.00	$ -
	EA.	Downdrain To Pipe Trans.	$ 500.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	L.S.	Concrete Inlet Apron	$ 11,000.00	$ -
	L.S.	Emergency Spillway	$ 27,000.00	$ -
	L.S.	84" Storm Drain Grate	$ 8,500.00	$ -
	S.F.	3' Wide V-Gutter	$ 4.00	$ -
	EA.	Energy Dissipater Impact Basin	$5,000.00	$ -
	EA.	Pipe Anchors	$500.00	$ -
	EA.	Forebay	$5,000.00	$ -
	L.F.	Double Box Culvert	$1,000.00	$ -
	EA.	Inlet Structure	$5,000.00	$ -
	EA.	Culvert Warped Wingwalls	$10,000.00	$ -
			Subtotal:	$ -

A.	Subtotal	$ 114,795
B.	Contingency (15%)	$ 17,219
C.	Streets/Drainage Total (A + B)	$ 132,014

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract No. 31462-24 Storm Drain Improvements DATE: 11/11/21

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P.	$ 10.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 10.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	EA.	VENT-O-MAT AIR RELEASE AND VACUUM VALVE	$ 3,500.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Reinforced Shallow Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	EA.	NEOPOXY MANHOLE LINER	$ 1,000.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station	$ 150,000.00	$ -
	L.F.	12" P.V.C.	$ 40.00	$ -
	EA.	12" P.V.C. Misc. Fittings & Plugs	$ 200.00	$ -
	L.F.	8" P.V.C.	$ 30.00	$ -
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
	EA.	Backflow	$ 250.00	$ -
	L.F.	4" PVC. (7 Lots @ 25' Avg. Length)	$ 15.00	$ -
	L.F.	8" P.V.C ANSI/AWWA (C-900, CL. 150)	$ 30.00	$ -
	L.F.	8" D.I.P. (AWWA CLASS 150)	$ 50.00	$ -

A.	Subtotal	$ -
B.	Contingency (15% x A)	$ -
C.	Sewer Total (A + B)	$ -

****

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 31462-24

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

* RCP NOTES:

THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.

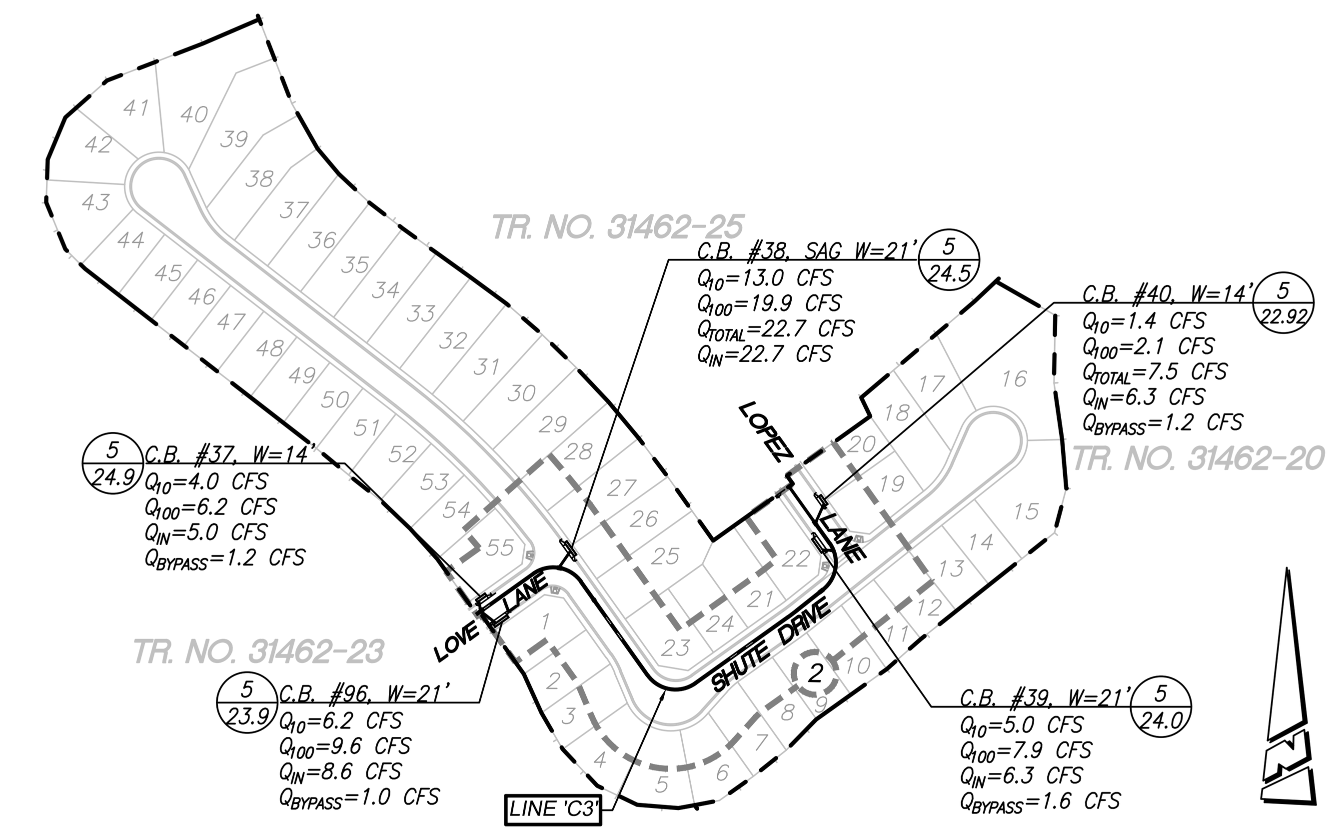
THE JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISE THE PLANS FOR APPROVAL BY THE CITY.



INDEX MAP
SCALE: 1"=200'

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS AS DEFINED IN SECTION 6703 OF THE BUSINESS & PROFESSIONALS CODE, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

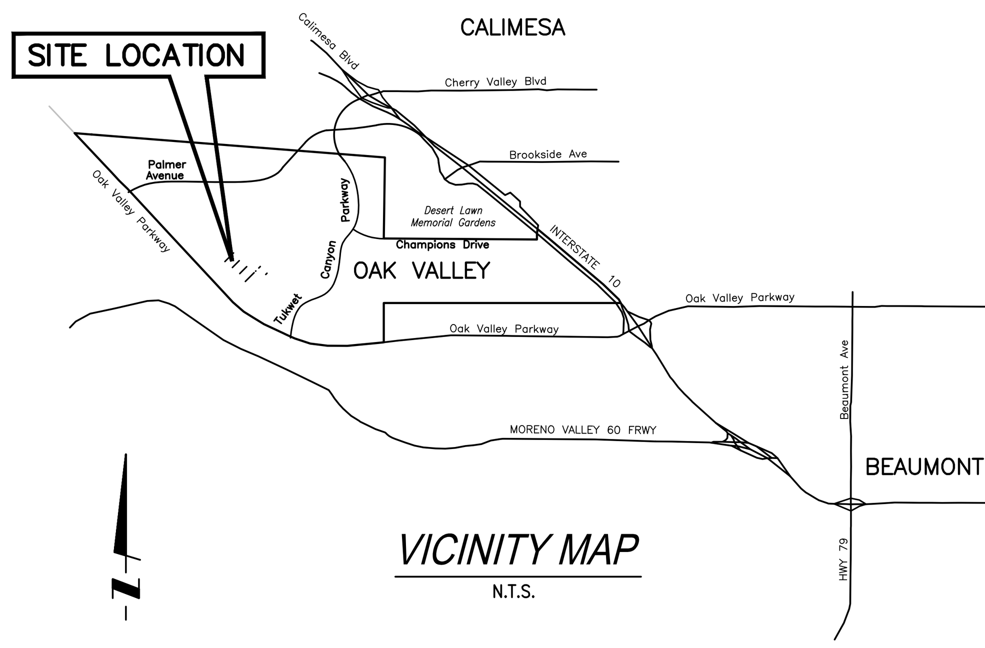
AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — 02/15/22 DATE
EXPIRATION DATE 12-31-2022

CONSTRUCTION NOTES & QUANTITY ESTIMATE

NO.	DESCRIPTION	QUANTITY	UNIT
1	CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)	96	L.F.
2	CONSTRUCT 24" RCP (SEE PROFILE FOR D LOAD)	57	L.F.
3	CONSTRUCT 36" RCP (SEE PROFILE FOR D LOAD)	676	L.F.
4	CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254	4	EA.
5	CONSTRUCT JUNCTION STRUCTURE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS 227	1	EA.
6	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)	5	EA.
7	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803	3	EA.

* ALTERNATE CIPCP SHALL BE CONSTRUCTED PER SECTION 306-4 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK)



VICINITY MAP
N.T.S.

APPLICANT/SUBDIVIDER:

MERITAGE HOMES OF CALIFORNIA
5 PETERS CANYON SUITE 310
IRVINE, CA 92606
(949) 299-3848 OFFICE
(310) 266-8715 MOBILE
CONTACT: EFREM JOELSON

PREPARED BY:

PROACTIVE ENGINEERING
CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE,
SUITE 200
MURRIETA, CA. 92562
(951) 200-6840

ASSESSOR'S PARCEL NO.

406-060-012

ALTERNATIVE PIPE MATERIALS NOTE:

THE USE OF CORRUGATED HDPE AS AN ACCEPTABLE ALTERNATIVE PIPE MATERIALS FOR STORM WATER DRAINAGE FACILITIES IS PERMITTED SO LONG AS THE DESIGN, PIPE MATERIAL SPECIFICATION AND INSTALLATION FOLLOW RIVERSIDE COUNTY ORDINANCE 461. THE MINIMUM ALLOWABLE PIPE COVER IS 6-FEET AND THE MAXIMUM PIPE COVER IS 20-FEET.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION).
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION).
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATCH" (MOST CURRENT CITY ADOPTED VERSION).
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION.

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION.

ABBREVIATIONS AND LEGEND

RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
HGL	HYDRAULIC GRADE LINE
TOP	TOP OF PIPE
BOT	BOTTOM OF PIPE
SD	STORM DRAIN
INV	INVERT
PROP	PROPOSED
EXIST	EXISTING
C/L	CENTERLINE
TC	TOP OF CURB
FL	FLOWLINE
FS	FINISHED SURFACE
CB	CATCH BASIN
PRC	POINT OF REVERSE CURVE
BC	BEGIN CURVE
EC	END CURVE
GB	GRADE BREAK
Q	FLOW RATE
WTR	WATER
SWR	SANITARY SEWER

PROPOSED STORM DRAIN
PROPOSED CATCH BASIN
EXISTING STORM DRAIN
RIGHT OF WAY
TRACT BOUNDARY
STREET CENTERLINE
SHEET MATCHLINE
MATCHLINE
EXISTING SEWER
DAYLIGHT
PROPOSED WATER
PROPOSED SEWER

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET – VICINITY MAP – GENERAL NOTES – LEGEND – CONSTRUCTION NOTES – QUANTITIES – INDEX MAP
SHEET 2 – STORM DRAIN LINE "C3" STA. 11+68.27 TO 19+19.57
SHEET 3 – STORM DRAIN – LATERAL PROFILES

WDID #: 833C364442

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE C3, LAT. C-3A-1, C-3A-2, & C-3B-1 PROFILE REDESIGN.	TCO	2/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY R.C.E. 45920 EXP. 12-31-2022 — 02/15/22 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

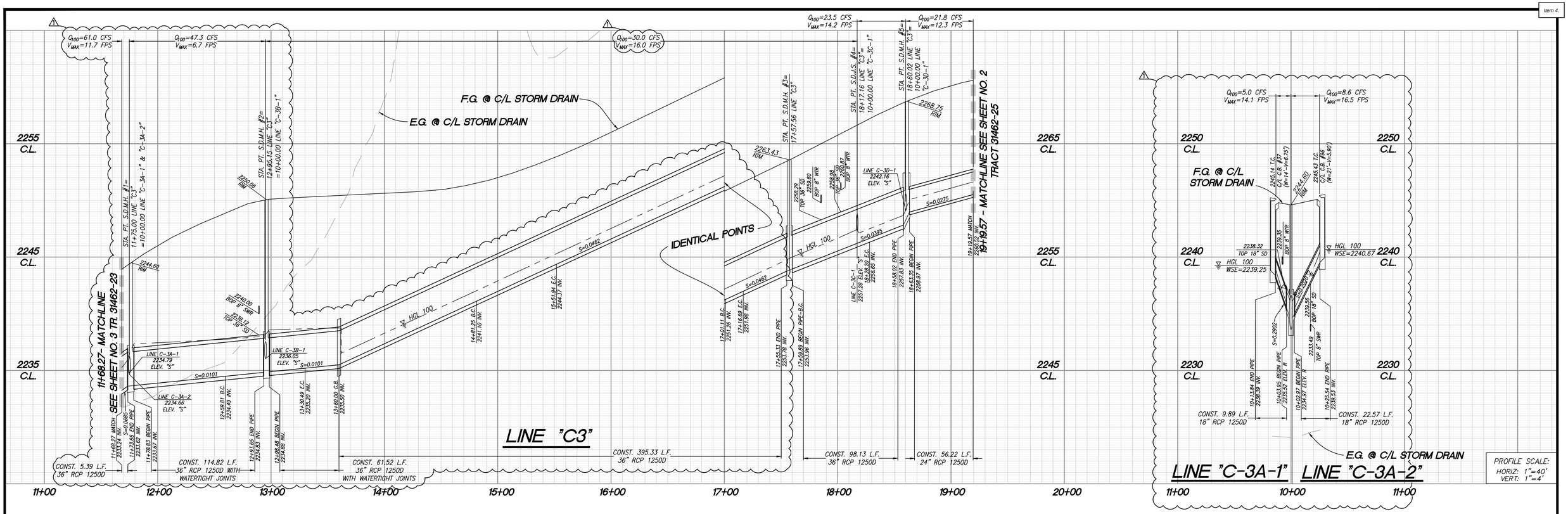
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/15/22
JOB NUMBER: 06.002.000

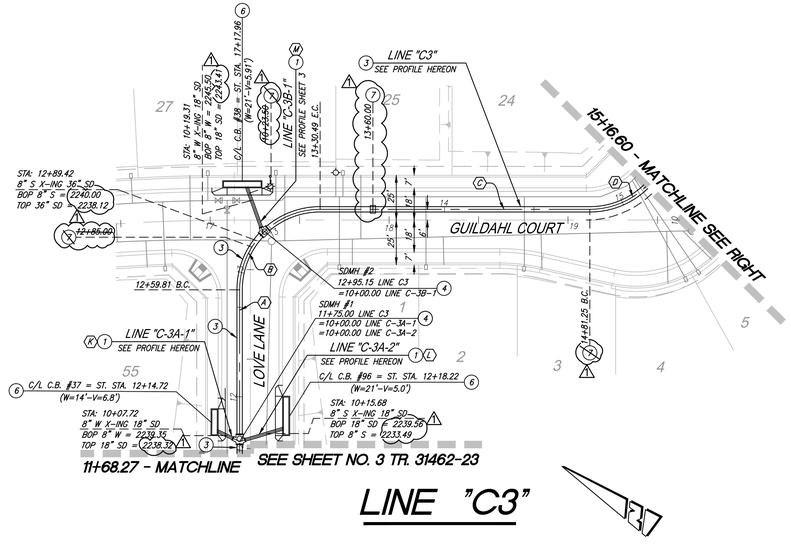
Reviewed By: ____ Staff Engineer Date: ____
Recommended for Approval By: ____ City Engineer Date: ____
Approved By: ____ City Engineer Date 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-24
TITLE SHEET - VICINITY MAP - GENERAL NOTES LEGEND - CONSTRUCTION NOTES - QUANTITIES - INDEX MAP
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 1 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3399A

Plotted: Feb 15, 2022 - 10:35am By: alexj DWG: N:\06.002.000\Drawings\Storm Drain Improvements\31462-24 SD IMP PLANS\TR 31462-24 SD SHEET-1.dwg



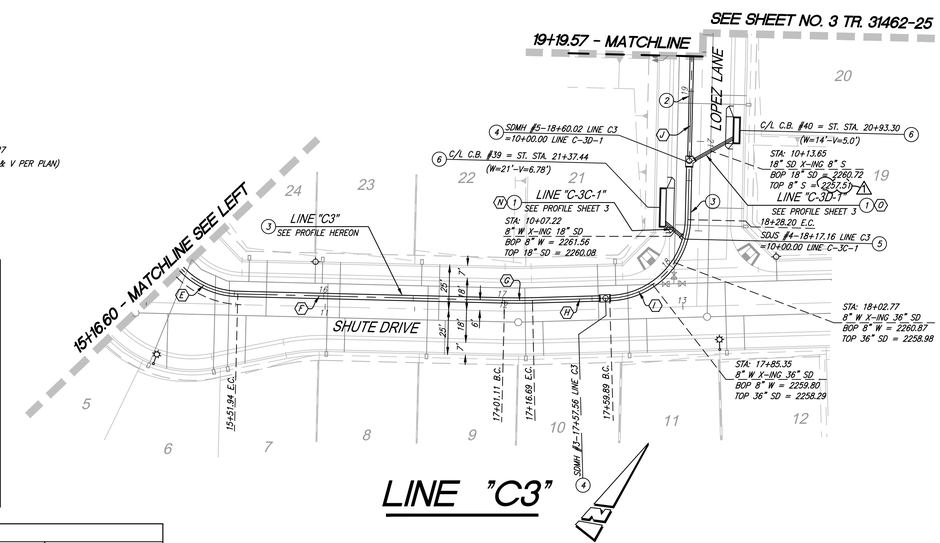


CONSTRUCTION NOTES

1. CONSTRUCT 18" RCP (SEE PROFILE FOR D LOAD)
2. CONSTRUCT 24" RCP (SEE PROFILE FOR D LOAD)
3. CONSTRUCT 36" STORM DRAIN (SEE PROFILE FOR D-LOAD)
4. CONSTRUCT MANHOLE NO. 4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
5. CONSTRUCT JUNCTION STRUCTURE NO. 2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS227
6. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300 (W & V PER PLAN)
7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803

CURVE/LINE DATA TABLE

#	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N54°31'22"E	---	91.54'	---
B	90°00'00"	45.00'	70.69'	45.00'
C	N35°28'38"W	---	150.76'	---
D	44°59'59"	45.00'	35.34'	18.64'
E	44°59'59"	45.00'	35.34'	18.64'
F	N54°31'25"E	---	149.17'	---
G	3°01'36"	295.0'	15.58'	7.79'
H	N51°29'46"E	---	43.21'	---
I	86°58'24"	45.00'	68.31'	42.68'
J	N35°28'38"W	---	91.37'	---
K	N10°28'38"W	---	13.84'	---
L	N51°53'36"W	---	25.54'	---
M	N34°51'13"E	---	27.27'	---
N	N87°01'03"W	---	14.24'	---
O	N23°56'47"E	---	28.46'	---



MANHOLE & JUNCTION STRUCTURE DATA TABLE

STRUCTURE No.	DEPTH	RIM ELEV.	TYPE	STATION	MAIN LINE	LATERAL LEFT NAME	LATERAL LEFT A	LATERAL LEFT B	LATERAL LEFT C	LATERAL RIGHT NAME	LATERAL RIGHT A	LATERAL RIGHT B	LATERAL RIGHT C	L	D_1	D_2
#1	10.98'	2247.65	M.H. No. 4	12+30.09	LINE C3	LINE C-3A-1	49°40'06"	18"	4.4'	LINE C-3A-2	73°35'12"	18"	3.3'	6.01'	36"	36"
#2	15.23'	2250.06	M.H. No. 4	12+95.50	LINE C3	LINE C-3B-1	67°03'23"	18"	3.6'	---	---	---	---	5.67'	36"	36"
#3	9.65'	2263.43	M.H. No. 4	17+59.89	LINE C3	---	---	---	---	---	---	---	---	6.17'	36"	36"
#4	---	---	J.S. No. 2	18+17.16	LINE C3	LINE C-3C-1	65°35'24"	18"	3.2'	---	---	---	---	4.81'	36"	36"
#5	10.27'	2268.75	M.H. No. 4	18+60.02	LINE C3	---	---	---	---	LINE C-3D-1	59°25'25"	18"	3.9'	6.17'	36"	24"

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

40' 0 40' 80' 120'
SCALE: 1"=40'

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8-1-1
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE C3, LAT. C-3A-1 & C-3A-2 REDESIGN	TCO	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 02/15/22
R.C.E. 45920 EXP. 12-31-2022 DATE

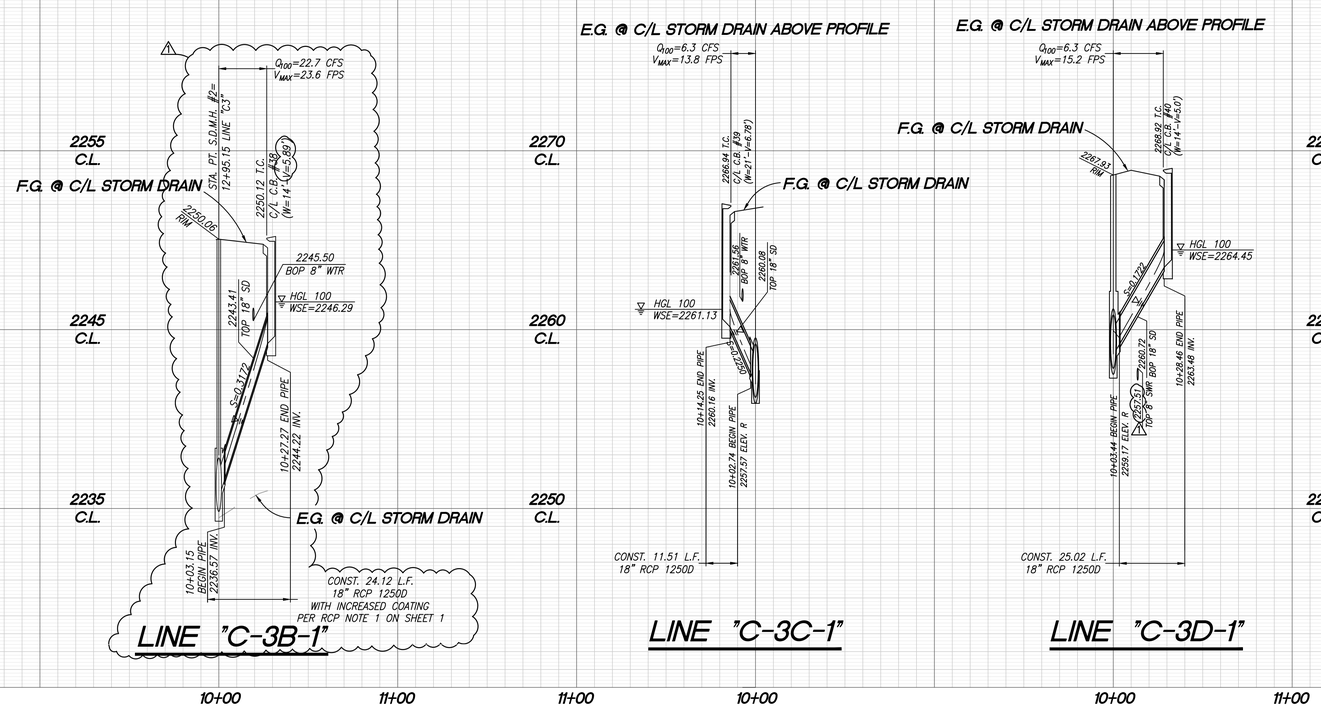
SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/15/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended for Approval By: _____ City Engineer Date: _____
Approved By: _____ City Engineer Date 03/09/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-24
STORM DRAIN LINE "C3"
STA: 11+68.27 TO STA: 19+19.57
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 2 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3399A



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

NOTE:
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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LAT. C-3B-1 REDESIGN; REV. CROSSING DATA	TCO	2/22

ENGINEER — REVISIONS — CITY

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
02/15/22
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/15/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: _____
Recommended For Approval By: _____ City Engineer Date: _____
Approved By: _____ City Engineer Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-24

STORM DRAIN - LATERAL PROFILES

FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 3 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3399A

Plotted: Feb 15, 2022 - 9:45am By: alexj DWG: N:\06.002.000\Drawings\Storm Drain Improvements\31462-24 SD IMP PLANS\TR 31462-24 SD SHEET-3.dwg

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-16

DATE OF AGREEMENT: March 10, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 18 B subdivision consisting of 111 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $303,646.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 30152514 - PA 18 B Sewer Improvements

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $303,646.00 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $303,646.00 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 11, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No. 30152514
Improvements: Sewer

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-16, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Three Hundred Three Thousand Six Hundred Forty Six and 00/100 dollars ($303,646.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP | CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 6156[illegible]5
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30152514
Improvements: Sewer

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Three Hundred Three Thousand Six Hundred Forty Six Dollars and 00/100 ($303,646.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava/ Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
02/16/2022

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots)
DATE: 9/10/2021

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	-
Sewer	$	303,646.00
Total	$	303,646.00
Warranty Retension (22.5%)	$	68,320.35
Street/Drainage Plan Check Fees =	$	500.00
Sewer Plan Check Fees =	$	7,591.15
Street Inspection Fees =	$	750.00
Sewer Inspection Fees =	$	12,145.84

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature _____ Date 9/10/21

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*******PLEASE READ INSTRUCTIONS BELOW*******

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 10-Sep-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (120,771 sf)	$ 15.00	
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	E.A.	Blue Pavement Reflector	$ 750.00	
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 10-Sep-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (120,771 SF @ 0.33')	$ 90.00	
	C.Y.	Aggregate Base Class II (120,771 SF@0.50')	$ 50.00	
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (120,771SF)	$ 600.00	
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	
	S.F.	P.C.C. Sidewalk	$ 6.00	
	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	
	EA.	Handicapped Access Ramp	$ 1,500.00	
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 10-Sep-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	
	EA.	Limit Line	$ 75.00	
	EA.	R1 "STOP SIGN"	$ 250.00	
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 10-Sep-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 10-Sep-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	L.F.	Catch Basin Trash Rack	$ 25.00	$ -
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 10-Sep-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	$ 2,500.00	$ -
0	LS	Concrete Inlet Apron	$ 11,000.00	$ -
0	LS	Emergency Spillway	$ 27,000.00	$ -
0	LS	84" Storm Drain Grate	$ 8,500.00	$ -
0	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 9/10/2021

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
2,920	L.F.	4" PVC. (111 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ 43,800
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
3,010	L.F.	8" PVC	$ 30.00	$ 90,300
366	L.F.	8" V.C.P. Extra Strength (C-700)	$ 35.00	$ 12,810
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
17	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 42,500
3	EA.	Modified 5' Manholes	$ 3,000.00	$ 9,000
-	EA.	Drop Manholes	$ 4,000.00	$ -
111	EA.	Cleanouts	$ 500.00	$ 55,500
-	EA.	Sewer Y's	$ 25.00	$ -
-	EA.	Chimneys	$ 300.00	$ -
-	EA.	Adjust M.H. to grade	$ 340.00	$ -
-	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	EA.	Sewer Lift Station		$ -
39	EA.	Backflow prevention device	$ 250.00	$ 9,750
-	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
2	EA.	Remove 8" P.V.C End Cap/Plug	$ 190.00	$ 380

A.	Subtotal	$ 264,040
B.	Contingency (15% x A)	$ 39,606
C.	Sewer Total (A + B)	$ 303,646

****

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16

SEWER NOTES:

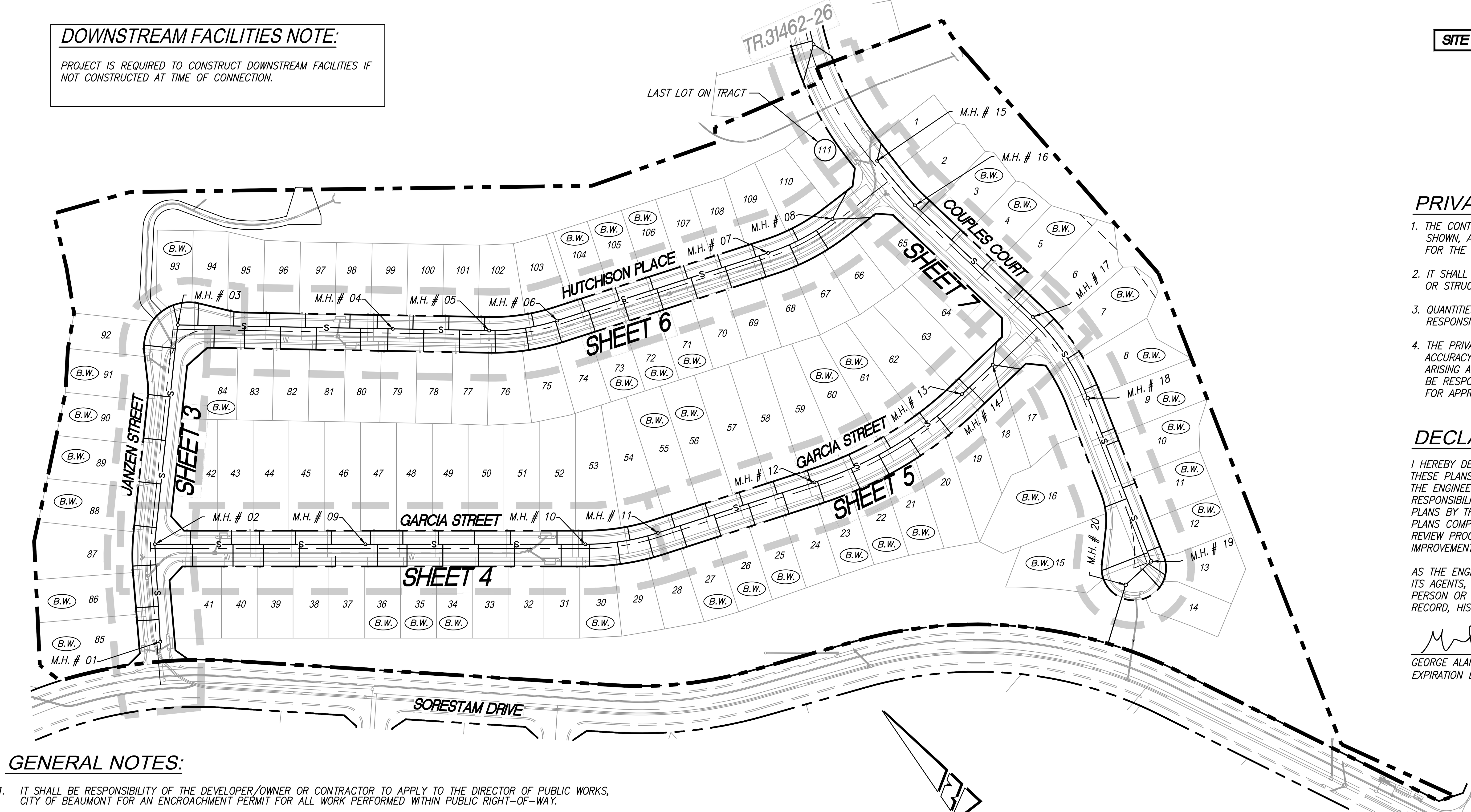
1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"·0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"·0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"- 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH SWRCB-DDW.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING - THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

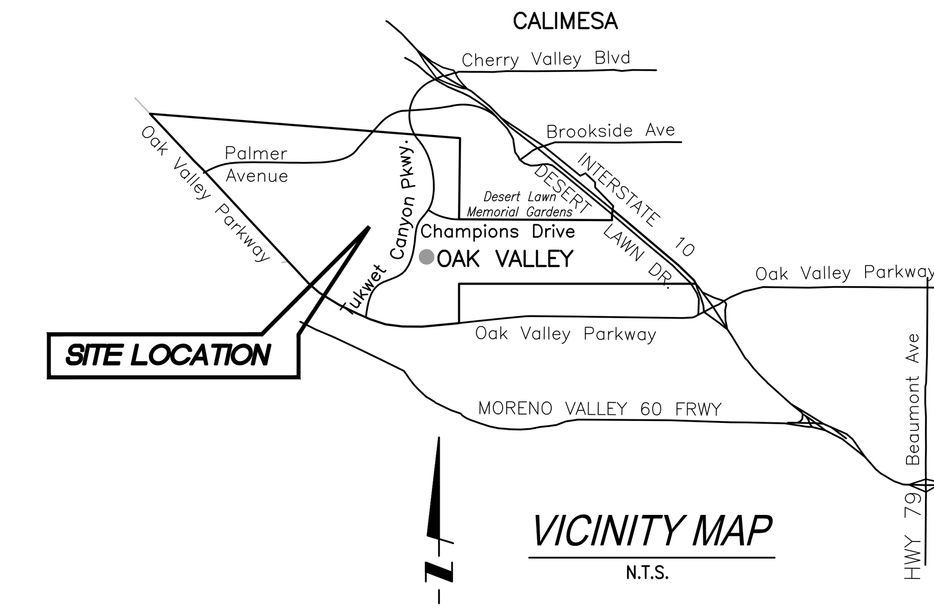
NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.



INDEX MAP



VICINITY MAP
N.T.S.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — 01/27/22 DATE
EXPIRATION DATE 12-31-2022

APPLICANT/SUBDIVIDER:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVE.
IRVINE, CA 92614
OFFICE: (949) 241-8403 CONTACT:
CHERRYL THOMPSON

GENERAL NOTES:

1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY OR FINAL SOIL REPORT P.N. 1-0160, DATED 1/12/2016 PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING;SEWER, WATER, GAS, ELECTRIC,STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
11. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
13. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
14. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.

SEWER CONSTRUCTION NOTES:

		QTY.
1	INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE	3,010 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61	14 EA.
3	INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177	2,920 L.F.
4	REMOVE EXISTING 8" END CAP/PLUG AND JOIN	2 EA.
5	INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52	111 EA.
6	INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL	39 EA.
7	INSTALL TERMINUS MANHOLE PER SB-58	3 EA.
8	INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61	3 EA.
9	INSTALL 8" EXTRA STRENGTH VCP (C-700) SEWER MAIN PIPE	366 L.F.

APN NUMBER

413-790-042 (PORTION)

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION LOT 176 OF TRACT MAP NO. 31462-21, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 476, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LEGEND

- TRACT BOUNDARY
- RIGHT OF WAY
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- PUBLIC UTILITY EASEMENT
- CENTER LINE
- SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- P=2367.1 PAD ELEVATION
- PROPOSED CATCH BASIN
- (B.W.) PROPOSED BACKFLOW PREVENTER
- "WYE" STATION @ MAIN — 10+35.22
- SEWER LATERAL CALLOUT
- CONSTRUCTION NOTE REFERENCE — (6)

ABBREVIATIONS

FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L or CL or ℄	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
BOP	BOTTOM OF PIPE
TOP	TOP OF PIPE
M.H.or MH	SEWER MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
I.D.	INSIDE DIA.
R.C.T.D.	RIVERSIDE COUNTY TRANS. DEPT.
STD.	STANDARD
S.D.	STORM DRAIN
SWR	SEWER
X-ING	CROSSING
VCP	VITRIFIED CLAY PIPE

NOTES:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET, VICINITY MAP, LEGEND, GENERAL NOTES, QUANTITIES AND INDEX MAP
SHEET 2 – TYPICAL SECTIONS
SHEET 3 – JANZEN STREET – STA. 10+00.00 TO STA. 14+98.41
HUTCHISON PLACE – STA. 10+00.00 TO STA. 10+99.24
SHEET 4 – GARCIA STREET – STA. 10+00.00 TO STA. 17+75.00
SHEET 5 – GARCIA STREET – STA. 17+75.00 TO STA. 23+26.38
SHEET 6 – HUTCHISON PLACE – STA. 10+99.24 TO STA. 20+45.59
SHEET 7 – COUPLES COURT – STA. 10+00.00 TO STA. 18+24.71

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 01/27/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

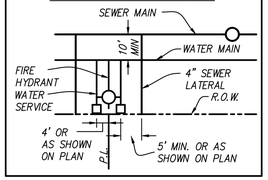
Reviewed By: Staff Engineer Date: 2/16/2022
Recommended for Approval By: Date: 2/16/2022
Approved By: City Engineer Date: 02/25/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16
TITLE SHEET, VICINITY MAP, LEGEND, GENERAL NOTES, QUANTITIES AND INDEX MAP
FOR: ARGENT MANAGEMENT

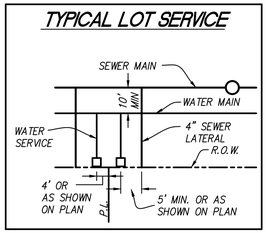
SHEET 1 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-0711

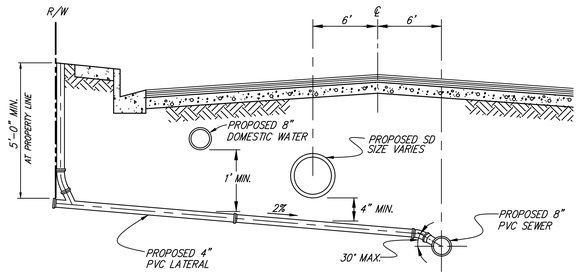
Jan 27, 2022 - 2:30pm By: robertt DWG: N:\06.002.000\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-16\SWR SHT 1.dwg

TYPICAL LOT SERVICE WITH FIRE HYDRANT



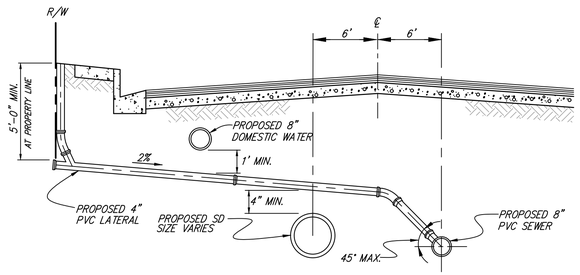
TYPICAL LOT SERVICE





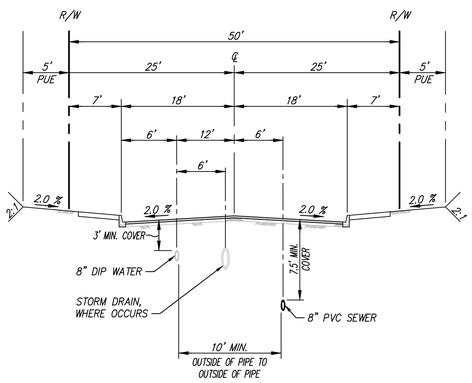
DETAIL A - TYPICAL LATERAL UNDER SD DETAIL

NOT TO SCALE
(REFERENCE E.M.W.D. STD. DWG. SB-177)
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE



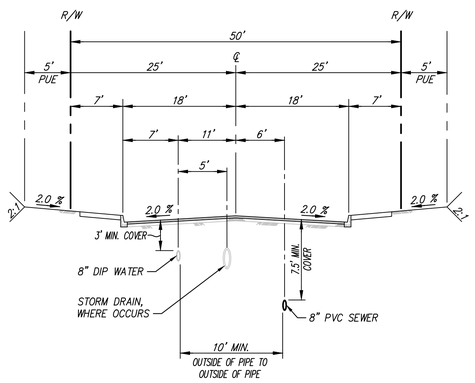
DETAIL B - TYPICAL LATERAL OVER SD DETAIL

NOT TO SCALE
(REFERENCE E.M.W.D. STD. DWG. SB-177)
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE



TYPICAL SECTION
JANZEN STREET, GARCIA STREET AND HUTCHISON PLACE

N.T.S.



TYPICAL SECTION
COUPLES COURT

N.T.S.

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DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
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BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
01/27/22
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: 2/16/2022
Staff Engineer
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ Date 02/25/2022
City Engineer

City of Beaumont, Public Works Department
Engineering Division

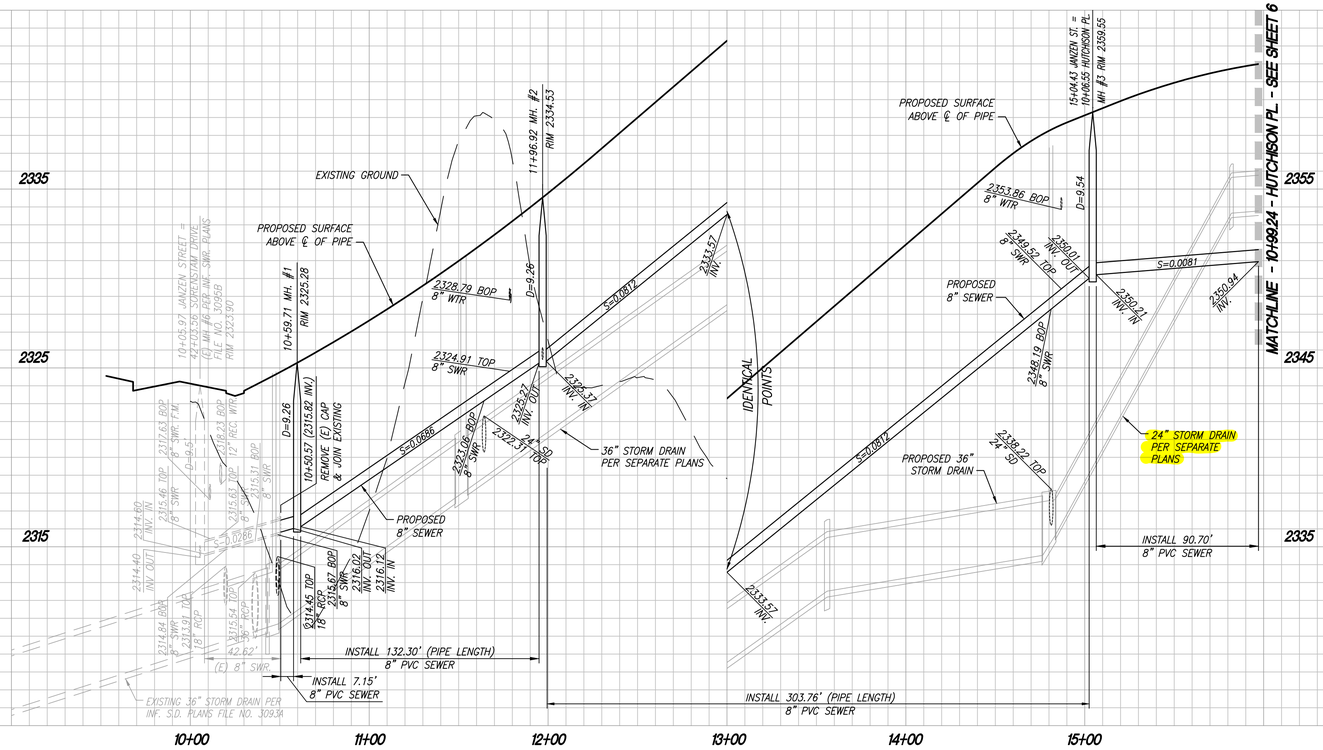
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16

TYPICAL SECTIONS

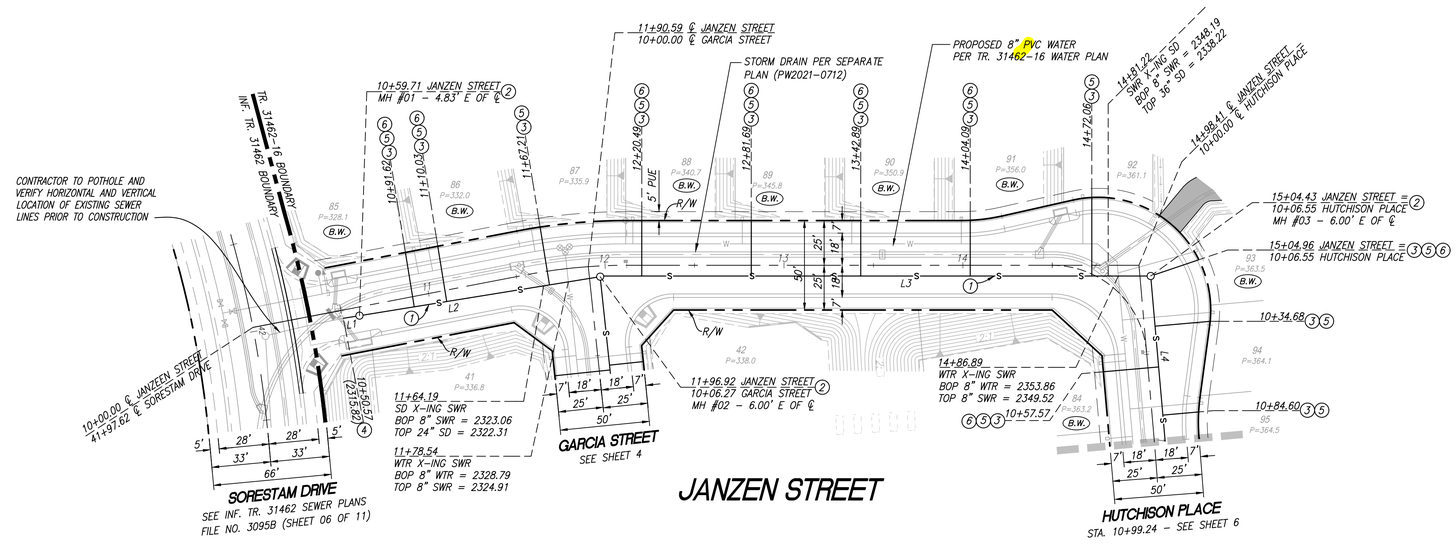
FOR: ARGENT MANAGEMENT

SHEET 2 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-071

Date: Jan 27, 2022 - 2:30pm By: robert DWG: N:\06.002.000\Drawings\04-18\Drawings\Sewer Improvements\Tr. 31462-16\SWR SHT 2.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
4. REMOVE EXISTING 8" END CAP/PLUG AND JOIN
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL

SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N38°20'55"E	–	7.15'	–
L2	N38°20'55"E	–	132.30'	–
L3	N47°33'21"E	–	303.76'	–
L4	N47°26'39"W	–	90.70'	–

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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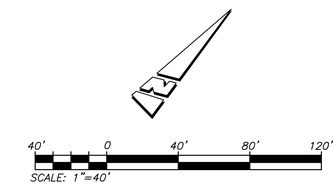

DIGALERT
DIAL TOLL FREE 8-1-1
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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 01/27/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

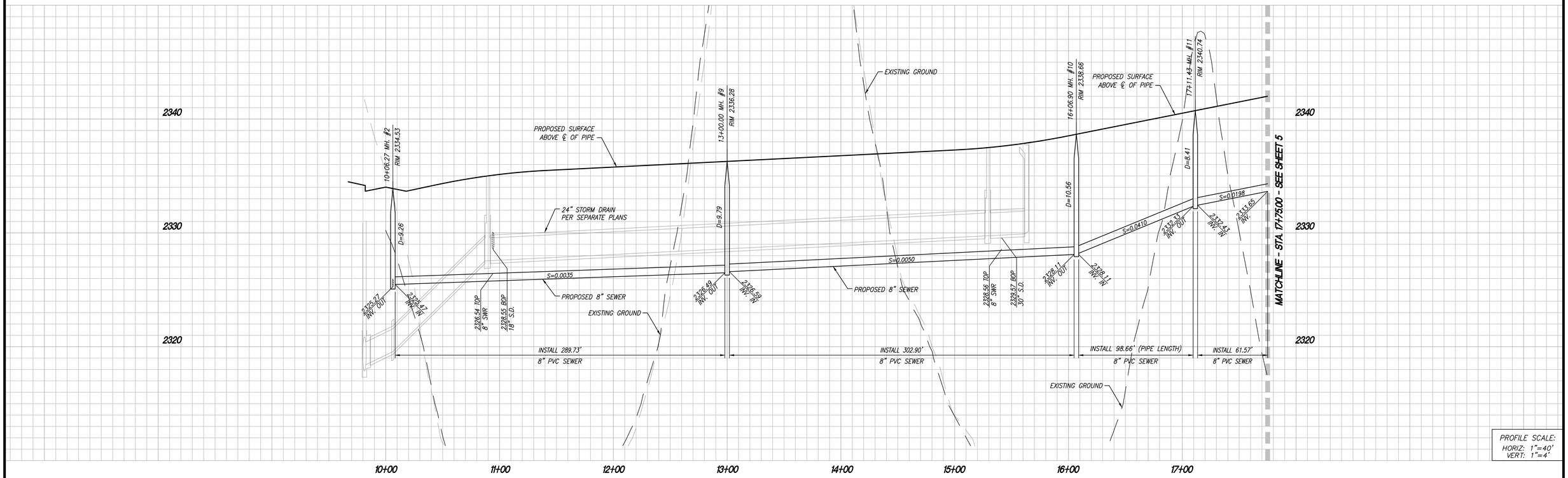
Reviewed By: _____ Staff Engineer Date: 2/16/2022
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ City Engineer Date 02/25/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16
JANZEN STREET
STA: 10+00.00 TO STA: 14+98.41
HUTCHISON PLACE
STA: 10+00.00 TO STA: 10+99.24
FOR: ARGENT MANAGEMENT

SHEET 3 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-071

Date: Jan 27, 2022 - 2:31pm By: robert DWG: N:\06.002.001\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-16 SWR SHT 3.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
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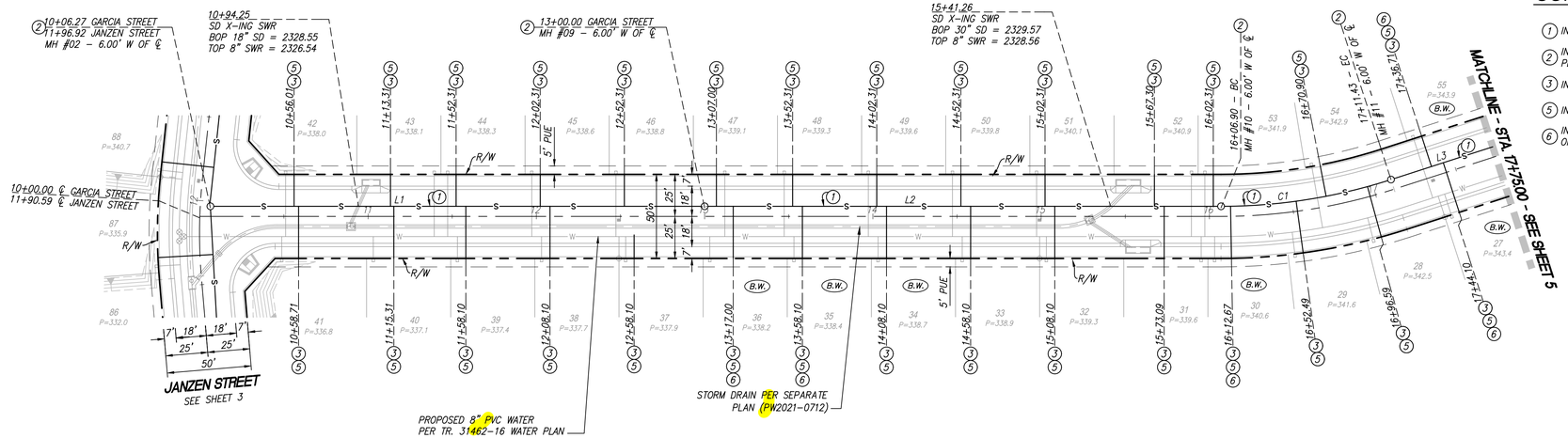
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL

SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	S48°28'36"E	–	289.73'	–
L2	S48°28'36"E	–	302.90'	–
C1	17°10'56"	329.00'	98.66'	49.70'
L3	N66°21'20"W	–	61.57'	–



GARCIA STREET

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40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 01/27/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
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SCALE: AS NOTED
DATE: 01/27/22
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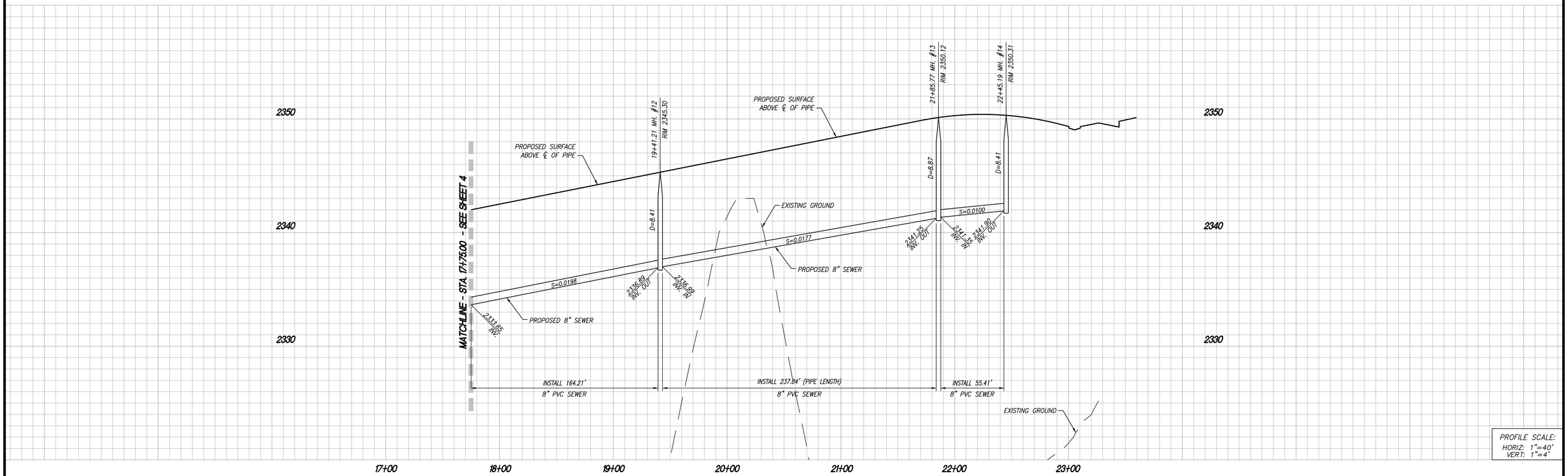
Reviewed By: _____ Staff Engineer Date: 2/16/2022
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ City Engineer Date 02/25/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16
GARCIA STREET
STA: 10+00.00 TO STA: 17+75.00
FOR: ARGENT MANAGEMENT

SHEET 4 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-071

Last: Jan 27, 2022 – 2:31pm By: robertf DWG: X:\06.002.000\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-16 SWR Sht 4.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

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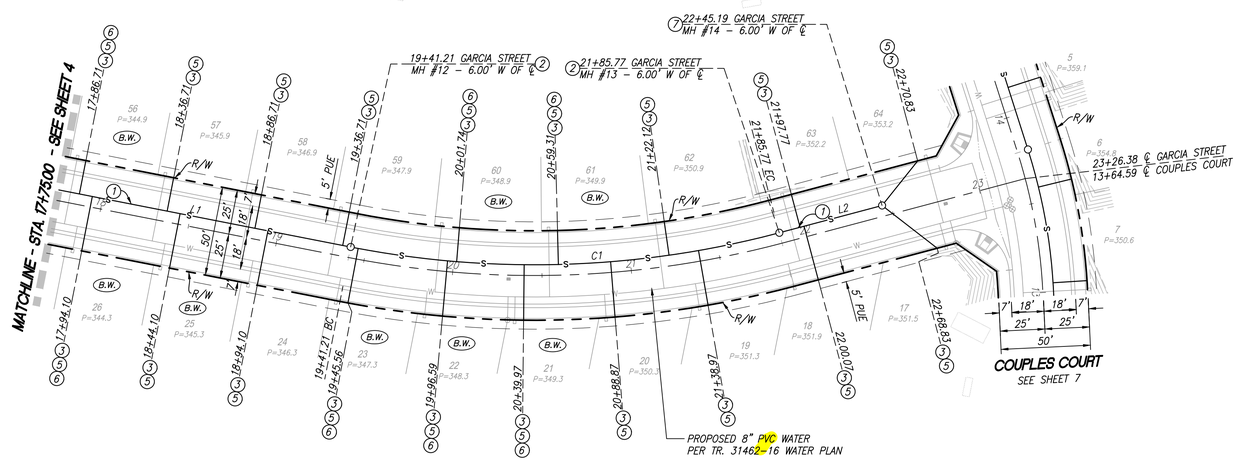
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
7. INSTALL TERMINUS MANHOLE PER SB-58



GARCIA STREET

SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N66°21'20"W	–	164.21'	–
C1	25°31'10"	534.00'	237.84'	120.93'
L2	N87°41'45"E	–	55.41'	–

40' 0 40' 80' 120'
SCALE: 1"=40'

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
23109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
01/27/22
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: 2/16/2022
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ City Engineer Date 02/25/2022

City of Beaumont, Public Works Department
Engineering Division

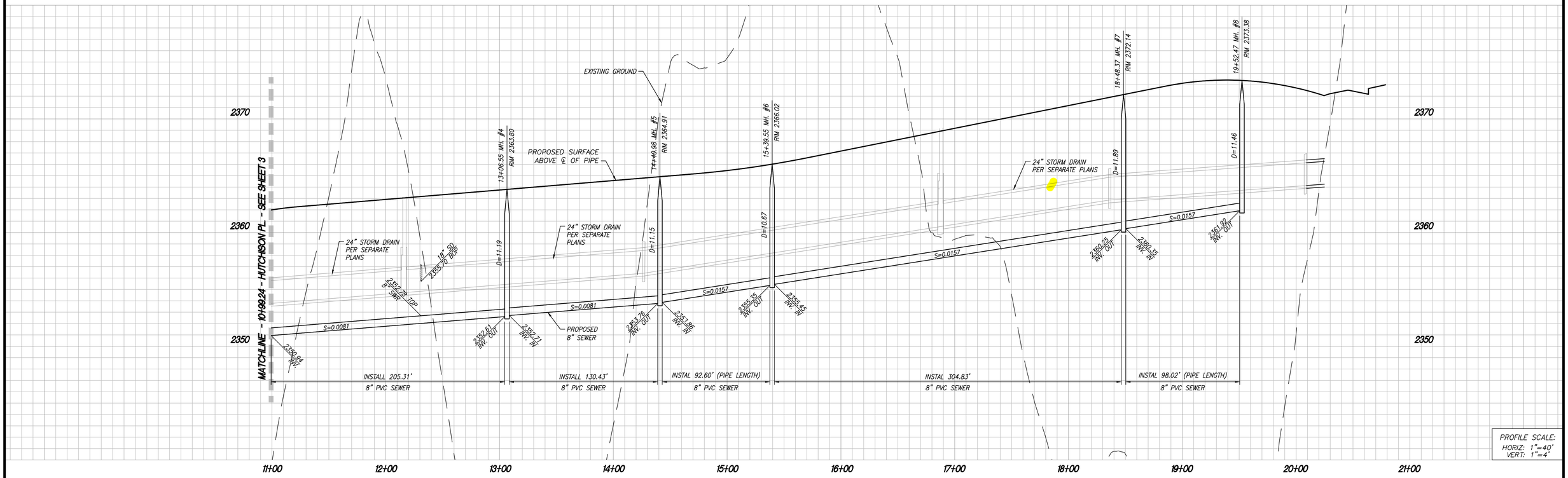
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16

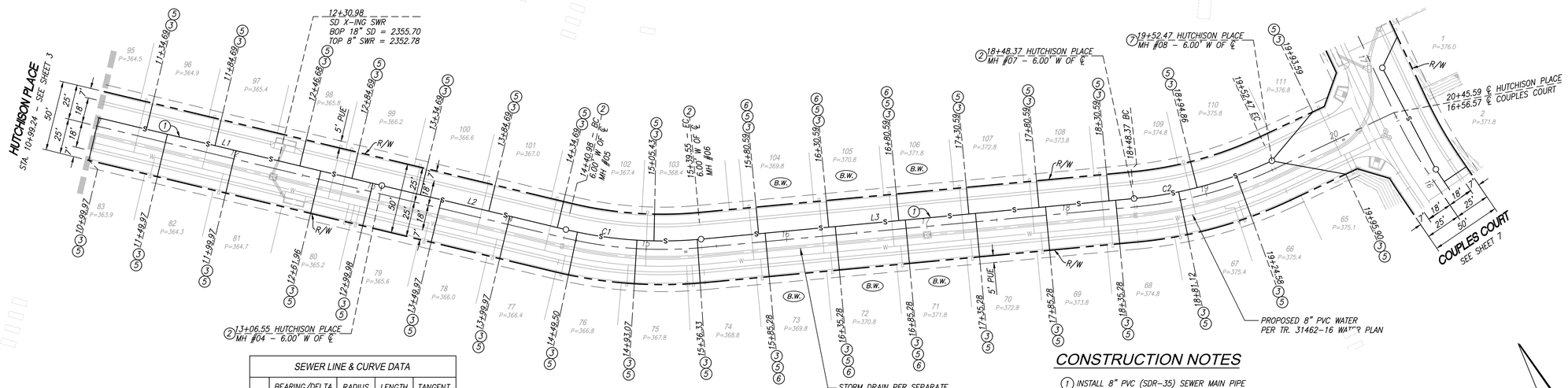
GARCIA STREET
STA: 17+75.00 TO STA: 23+26.38

FOR: ARGENT MANAGEMENT

SHEET 5 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-071

Date: Jan 27, 2022 - 2:51pm By: robertt DWG: N:\06.002.000\Drawings\06-16\Drawings\Sewer Improvements\Tr. 31462-16\SWR SHT 5.dwg





HUTCHISON PLACE

SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N47°26'39"W	–	205.30'	–
L2	N47°26'39"W	–	130.43'	–
C1	18°02'43"	294.00'	92.60'	46.68'
L3	N66°16'08"W	–	304.83'	–
C2	19°06'07"	294.00'	98.02'	49.47'

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
7. INSTALL TERMINUS MANHOLE PER SB-58

40' 0 40' 80' 120'
SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

DIGALERT
DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
01/27/22
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer Date: 2/16/2022
Recommended for Approval By: Date: 2/16/2022
Approved By: City Engineer Date 02/25/2022

City of Beaumont, Public Works Department
Engineering Division

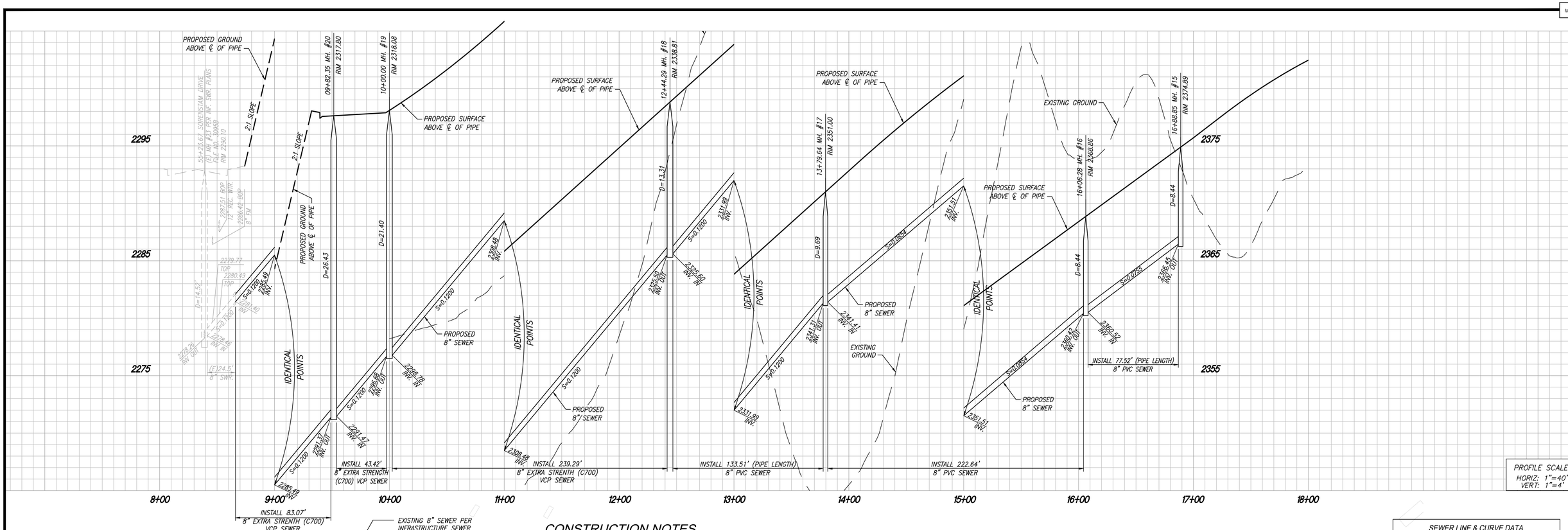
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16

HUTCHISON PLACE
STA: 10+99.24 TO STA: 20+45.59

FOR: ARGENT MANAGEMENT

SHEET 6 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-071

Date: Jan 27, 2022 2:32pm By: robertt DWG: N:\06.002.000\Drawings\PW-18\Drawings\Sewer Improvements\Tr. 31462-16\SWR SHT 6.dwg



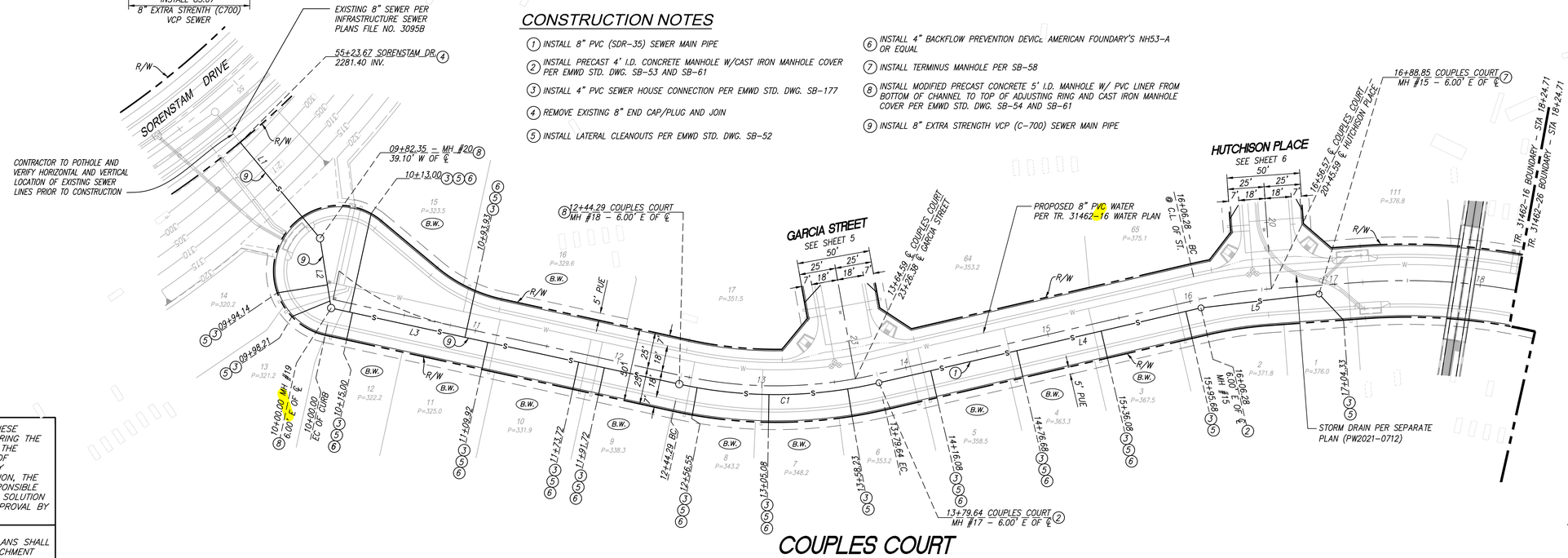
PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
4. REMOVE EXISTING 8" END CAP/PLUG AND JOIN
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
7. INSTALL TERMINUS MANHOLE PER SB-58
8. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61
9. INSTALL 8" EXTRA STRENGTH VCP (C-700) SEWER MAIN PIPE

SEWER LINE & CURVE DATA

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N58°13'13"E	–	83.07'	–
L2	N88°55'05"E	–	43.42'	–
L3	N20°17'40"E	–	239.29'	–
C1	24°35'47"	311.00'	133.51'	67.80'
L4	N5°07'52"W	–	222.64'	–
L5	N1°18'56"E	–	77.52'	–



COUPLES COURT

SCALE: 1"=40'

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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 01/27/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: 2/16/2022
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ City Engineer Date 02/25/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-16
COUPLES COURT
STA: 10+00.00 TO STA: 18+24.71
FOR: ARGENT MANAGEMENT

SHEET 7 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3420
PW2021-071

Last: Jan 27, 2022 – 2:23pm By: robert DWG: N:\06.002.000\Drawings\Sewer Improvements\Tr. 31462-16\SWR Sht7.dwg

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-16

DATE OF AGREEMENT: March 10, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 18 B subdivision consisting of 111 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $296,332.00 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 30152516 - PA 18 B Storm Drain Improvements

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $296,332.00 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $296,332.00 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. Reserved.

6. Inspections; Final Acceptance and Certification of Improvements.

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. Release of Improvement Securities.

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. **Injury to Public Improvements, Public Property or Public Utilities Facilities.** Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. **Permits.** Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. **Notice of Breach/Default of Subdivider.**

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. **Subdivider Not Agent of City.** Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. **Injury to Improvement Work; Risk of Loss.** Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. **Other Agreements.** Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. **Subdivider's Obligation to Warn Public During Construction.** Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. **Vesting of Ownership.** Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. **Indemnity/Hold Harmless.**

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. Sale or Disposition of Subdivision; Assignment.

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By:_____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 11, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No. 30152516
Improvements: Storm Drain

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-16, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Hundred Ninety Six Thousand Three Hundred Thirty Two and 00/100 dollars ($296,332.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30152516
Improvements: Storm Drain

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Two Hundred Ninety Six Thousand Three Hundred Thirty Two Dollars and 00/100 ($296,332.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tolk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc. who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
12/09/2021

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots)
DATE: 10/29/2021

PP, CUP NO.: PW2021-0712 BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	296,332.00
Sewer	$	-
Total	$	296,332.00
Warranty Retension (22.5%)	$	66,674.70
Street/Drainage Plan Check Fees =	$	7,408.30
Sewer Plan Check Fees =	$	500.00
Street Inspection Fees =	$	11,853.28
Sewer Inspection Fees =	$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

10/29/21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*******PLEASE READ INSTRUCTIONS BELOW*******

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots DATE: 29-Oct-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (120,771 sf)	$ 15.00	
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	E.A.	Blue Pavement Reflector	$ 750.00	
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (120,771 SF @ 0.33')	$ 90.00	
	C.Y.	Aggregate Base Class II (120,771 SF@0.50')	$ 50.00	
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (120,771SF)	$ 600.00	
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	
	S.F.	P.C.C. Sidewalk	$ 6.00	
	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	
	EA.	Handicapped Access Ramp	$ 1,500.00	
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	
	EA.	Limit Line	$ 75.00	
	EA.	R1 "STOP SIGN"	$ 250.00	
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
164	L.F.	18" R.C.P.	$ 60.00	$ 9,840
1,665	L.F.	24" R.C.P.	$ 70.00	$ 116,550
	L.F.	30" R.C.P.	$ 80.00	$ -
421	L.F.	36" R.C.P.	$ 90.00	$ 37,890
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
6	EA.	Concrete Collar	$ 250.00	$ 1,500
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ 165,780.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
2	EA.	Catch Basin W = 7'	$ 3,000.00	$ 6,000
1	EA.	Catch Basin W = 10'	$ 4,000.00	$ 4,000
6	EA.	Catch Basin W = 14'	$ 5,500.00	$ 33,000
2	EA.	Catch Basin W = 21'	$ 9,000.00	$ 18,000
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
2	EA.	Junction Structure No. 2	$ 2,500.00	$ 5,000
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
4	EA.	Manhole No. 1	$ 2,700.00	$ 10,800
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
3	EA.	Manhole No. 4	$ 5,000.00	$ 15,000
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
1	EA.	and Concrete Bulkhead	$ 100.00	$ 100
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	L.F.	Catch Basin Trash Rack	$ 25.00	$ -
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ 91,900

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 257,680
B.	Contingency (15%)	$ 38,652
C.	Streets/Drainage Total (A + B)	$ 296,332

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-16 (PA 18-111 Lots DATE: 10/29/2021

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" PVC. (111 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" PVC	$ 30.00	$ -
	L.F.	8" V.C.P. Extra Strength (C-700)	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Modified 5' Manholes	$ 3,000.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	L.F.	Concrete Encasement	$ 20.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station		$ -
	EA.	Backflow prevention device	$ 250.00	$ -
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
	EA.	Remove 8" P.V.C End Cap/Plug	$ 190.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

Item 4.

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-16

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769–8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE–CENTERLINE–INTERSECTION STATION.
6. FORTY–EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1–800–227–2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT–OF–WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO–PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISE THE PLANS FOR APPROVAL BY THE CITY.

*RCP NOTE:

1. THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1–1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.
2. JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.
2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON–CONFORMANCE IS DISCOVERED.
3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER–OF–WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.
4. A RIGHT–OF–WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A–" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.
5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.
6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.
7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.
8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.
9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS–BUILT CONDITIONS BY THE ENGINEER–OF–WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.
10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.
11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.
12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572–3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.
13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572–3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.
14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.
15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.
16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.
17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.
18. ALL OFF–SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.
19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.
20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.
21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.
22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422–4133
SOUTHERN CALIFORNIA EDISON	(800) 409–2365
AT&T	(800) 892–0123
TIME WARNER CABLE	(760) 340–2225
COX COMMUNICATIONS	(888) 423–3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

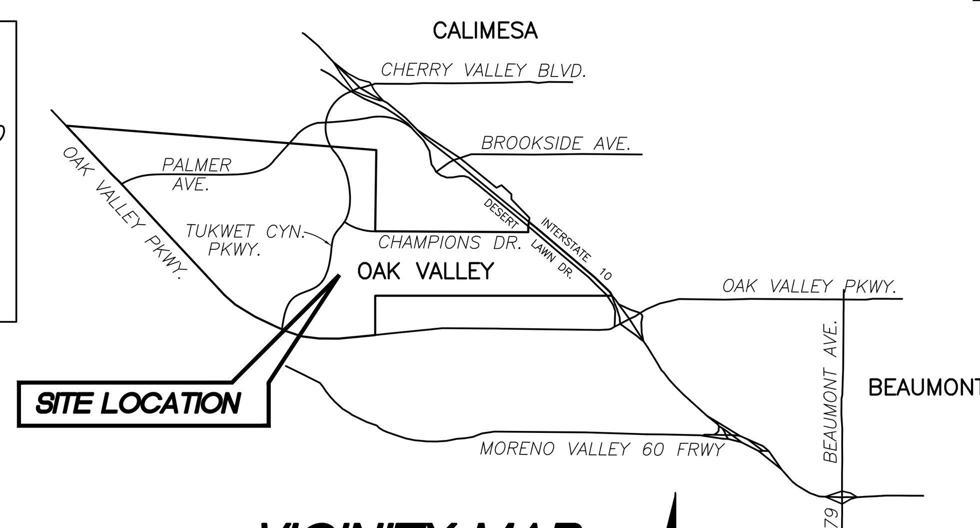
PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

NOTES:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE, SUITE 200
MURRIETA, CA 92562
PHONE: 951–200–6840



VICINITY MAP

N.T.S.

ASSESSOR'S PARCEL NUMBER:

413–790–020

OWNER/DEVELOPER:

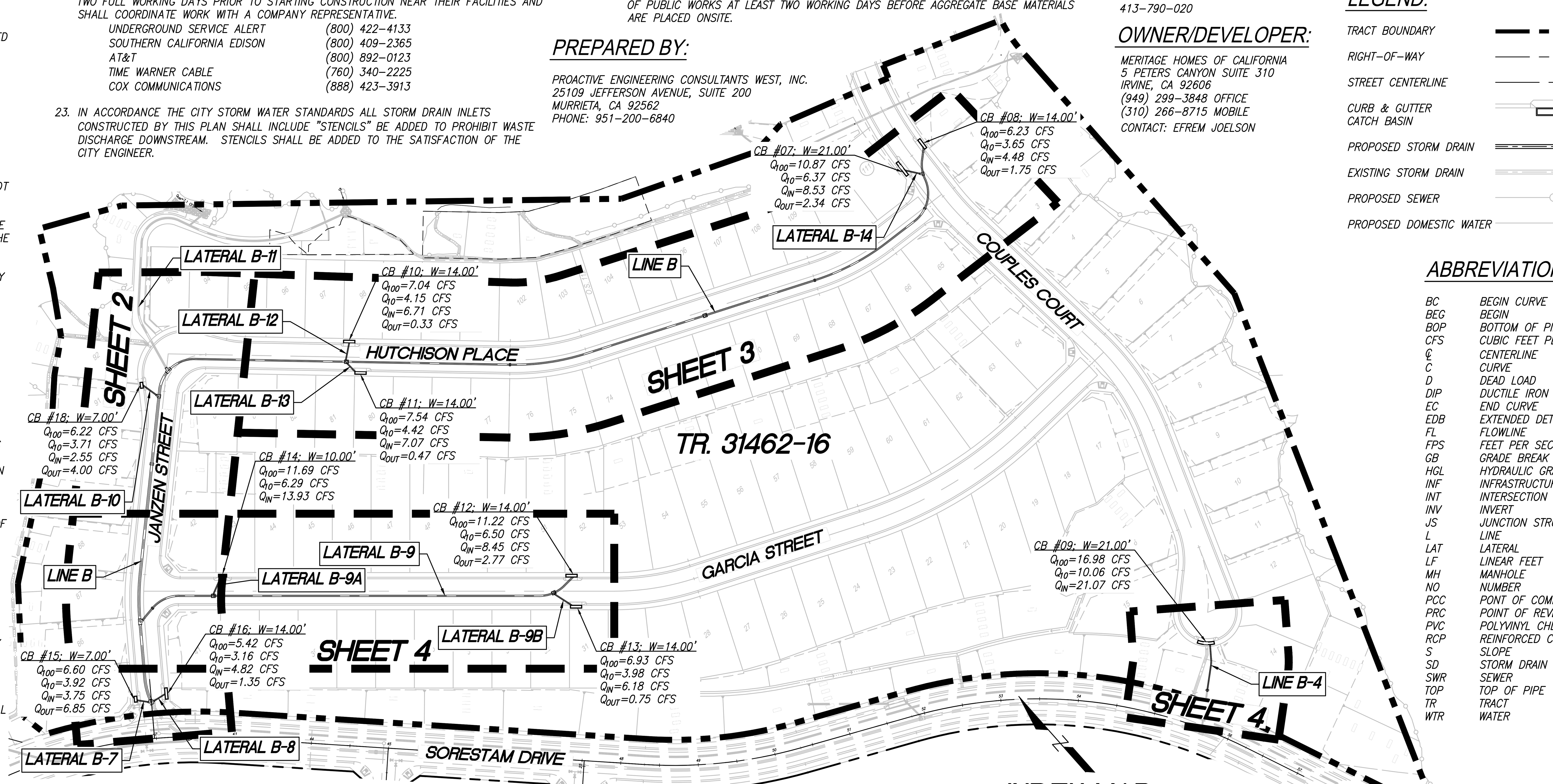
MERITAGE HOMES OF CALIFORNIA
5 PETERS CANYON SUITE 310
IRVINE, CA 92606
(949) 299–3848 OFFICE
(310) 266–8715 MOBILE
CONTACT: EFREM JOELSON

LEGEND:

- TRACT BOUNDARY
- RIGHT–OF–WAY
- STREET CENTERLINE
- CURB & GUTTER CATCH BASIN
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- PROPOSED SEWER
- PROPOSED DOMESTIC WATER

ABBREVIATIONS:

BC	BEGIN CURVE
BEG	BEGIN
BOP	BOTTOM OF PIPE
CFS	CUBIC FEET PER SECOND
℄	CENTERLINE
C	CURVE
D	DEAD LOAD
DIP	DUCTILE IRON PIPE
EC	END CURVE
EDB	EXTENDED DETENTION BASIN
FL	FLOWLINE
FPS	FEET PER SECOND
GB	GRADE BREAK
HGL	HYDRAULIC GRADE LINE
INF	INFRASTRUCTURE
INT	INTERSECTION
INV	INVERT
JS	JUNCTION STRUCTURE
L	LINE
LAT	LATERAL
LF	LINEAR FEET
MH	MANHOLE
NO	NUMBER
PCC	PONT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SD	STORM DRAIN
SWR	SEWER
TOP	TOP OF PIPE
TR	TRACT
WTR	WATER



INDEX MAP

SCALE: 1"=100'

CONSTRUCTION NOTES:

	CONSTRUCTION NOTES	QTY
1	INSTALL 18" RCP (D–LOAD PER PROFILE)	164 L.F.
2	INSTALL 24" RCP (D–LOAD PER PROFILE)	1,665 L.F.
3	INSTALL 36" RCP (D–LOAD PER PROFILE)	421 L.F.
4	CONSTRUCT MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251	4 EA.
5	CONSTRUCT MANHOLE #4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254	3 EA.
6	CONSTRUCT JUNCTION STRUCTURE #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS227	2 EA.
7	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803	7 EA. (revision 1)
8	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462–16 STREET IMPROVEMENT PLANS	11 EA.
9	REMOVE EXISTING CONCRETE BULKHEAD	1 EA.

ALTERNATIVE PIPE MATERIALS NOTE:

THE USE OF CORRUGATED HDPE AS AN ACCEPTABLE ALTERNATIVE PIPE MATERIALS FOR STORM WATER DRAINAGE FACILITIES IS PERMITTED SO LONG AS THE DESIGN, PIPE MATERIAL SPECIFICATION AND INSTALLATION FOLLOW RIVERSIDE COUNTY ORDINANCE 461. THE MINIMUM ALLOWABLE PIPE COVER IS 6–FEET AND THE MAXIMUM PIPE COVER IS 20–FEET.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 02/28/22 DATE
EXPIRATION DATE: 12/31/2022

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS LISTED BELOW:

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION)
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION)
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATER" (MOST CURRENT CITY ADOPTED VERSION)
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION

LEGAL DESCRIPTION:

BEING A SUBDIVISION OF PARCEL "D" OF LOT LINE ADJUSTMENT NO. 04–LLA–13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004–0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYRING WITH 36, T. 2 S., R. 2 W., S.B.B.M

INDEX OF SHEETS:

SHEET NO.	DESCRIPTION
1	TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES
2	LINE B STA. 30+13.67 TO STA. 36+00.00, LATERALS B–7, B–8, & B–10
3	LINE B STA. 36+00.00 TO STA. 45+50.25, LATERALS B–12, B–13, & B–14
4	LINE B–4, LATERAL B–9, LATERAL B–9A, & LATERAL B–9B

DIGALERT
DIAL TOLL FREE
8–1–1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE B PROF. REDESIGN & NEW G.B. SHT 3	TCO	2/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 02/28/22
R.C.E. 45920 EXP. 12–31–2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER, GEORGE ALAN LENFESTEY, No. 45920, Exp. 12/31/22, CIVIL, STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/28/22
JOB NUMBER: 06.002.000

Reviewed By: ______ STAFF ENGINEER Date: ______
Recommended for Approval By: ______ Date: ______
Approved By: ______ CITY ENGINEER Date: 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

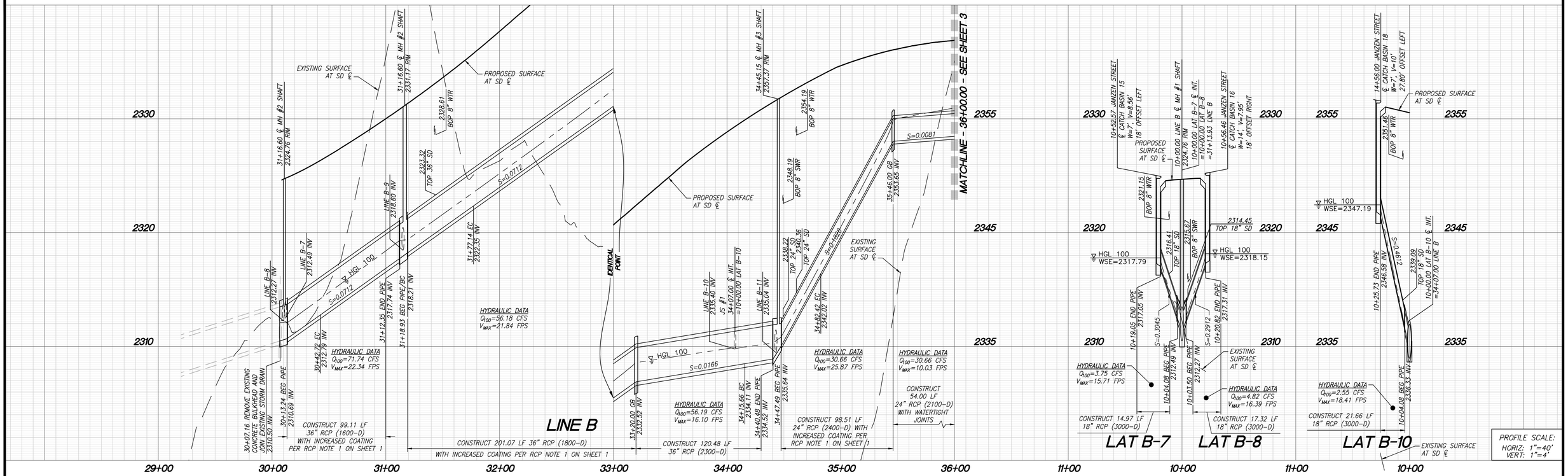
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462–16

TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES

FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 1 OF 4 SHEETS
DRAWING NAME:
FILE NO.: 3394A

DWG: N:\06.002.000\Drawings\PA–18\Drawings\Storm Drain Improvements\Tr. 31462–16\SD–SHT 01.dwg By: alexj Plotted: Feb 28, 2022 – 3:33pm

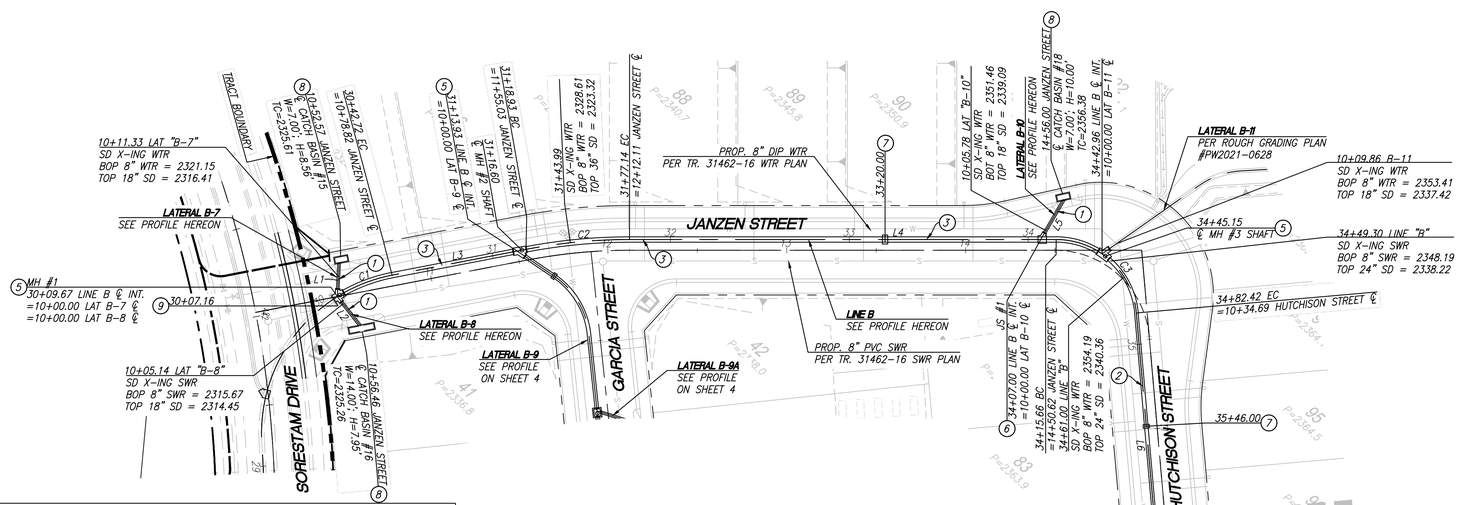


CONSTRUCTION NOTES:

1. INSTALL 18" RCP (D-LOAD PER PROFILE)
2. INSTALL 24" RCP (D-LOAD PER PROFILE)
3. INSTALL 36" RCP (D-LOAD PER PROFILE)
5. CONSTRUCT MANHOLE #4 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH254
6. CONSTRUCT JUNCTION STRUCTURE #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS227
7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803
8. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462-16 STREET IMPROVEMENT PLANS
9. REMOVE EXISTING CONCRETE BULKHEAD

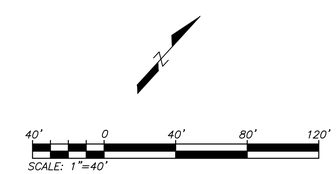
LINE & CURVE DATA

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	22°37'52"	90.00'	35.55'	18.01'
C2	10°54'01"	306.00'	58.22'	29.20'
C3	85°00'00"	45.00'	66.76'	41.23'
L1	N39°30'14"W	–	19.05'	–
L2	N80°40'02"W	–	20.82'	–
L3	N36°39'20"E	–	76.21'	–
L4	N47°33'21"E	–	238.52'	–
L5	N12°18'33"W	–	25.77'	–
L6	N47°26'39"W	–	117.58'	–



JUNCTION STRUCTURE DATA TABLE

JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D_1	D_2	ELEV R	ELEV S
MH #1	LINE B	LAT. B-7	MH NO. 4	57"	18"	4.5'	36"	36"	2314.86	2314.14
MH #1	LINE B	LAT. B-8	MH NO. 4	82"	18"	3.92'	36"	36"	2313.10	2313.09
MH #2	LINE B	LAT. B-9	MH NO. 4	45"	24"	5.42'	36"	36"		
MH #3	LINE B	LAT. B-11	MH NO. 4	73"	24"	5.25'	24"	36"	2335.09	2335.04
JS #1	LINE B	LAT. B-10	JS NO. 2	60"	18"	4.41'	36"	36"	2336.59	2335.40



DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 02/28/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/28/22
JOB NUMBER: 06.002.000

Reviewed By: _____ STAFF ENGINEER Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ CITY ENGINEER Date 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

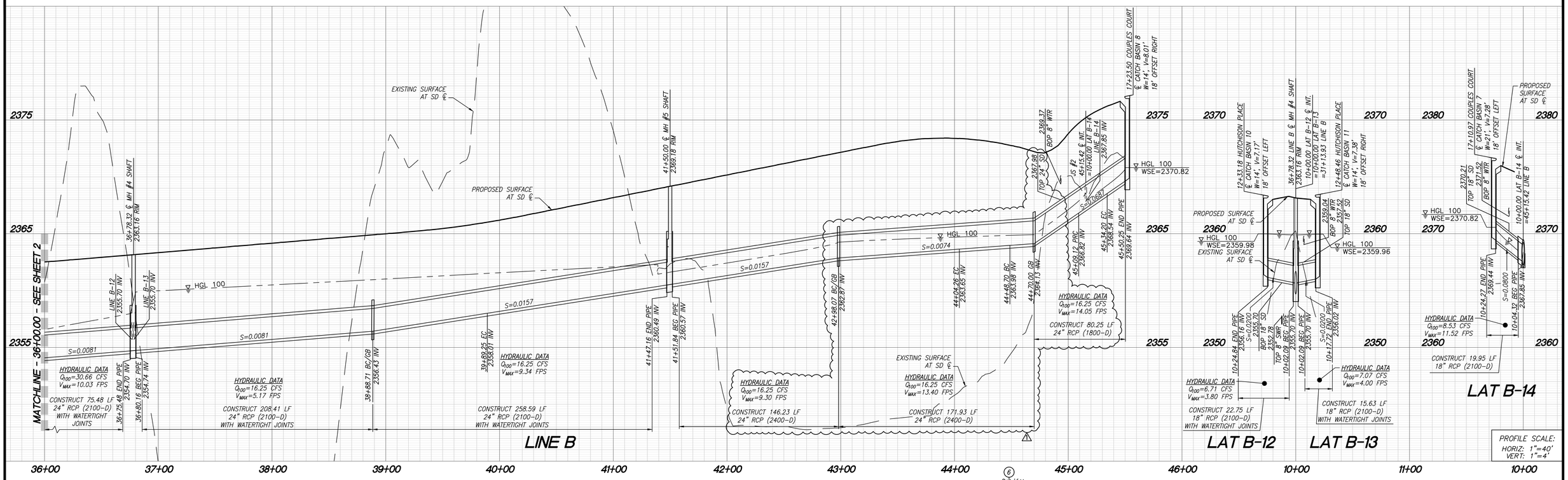
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-16

LINE B STA. 30+13.67 TO STA. 36+00.00, LATERALS B-7, B-8, & B-10

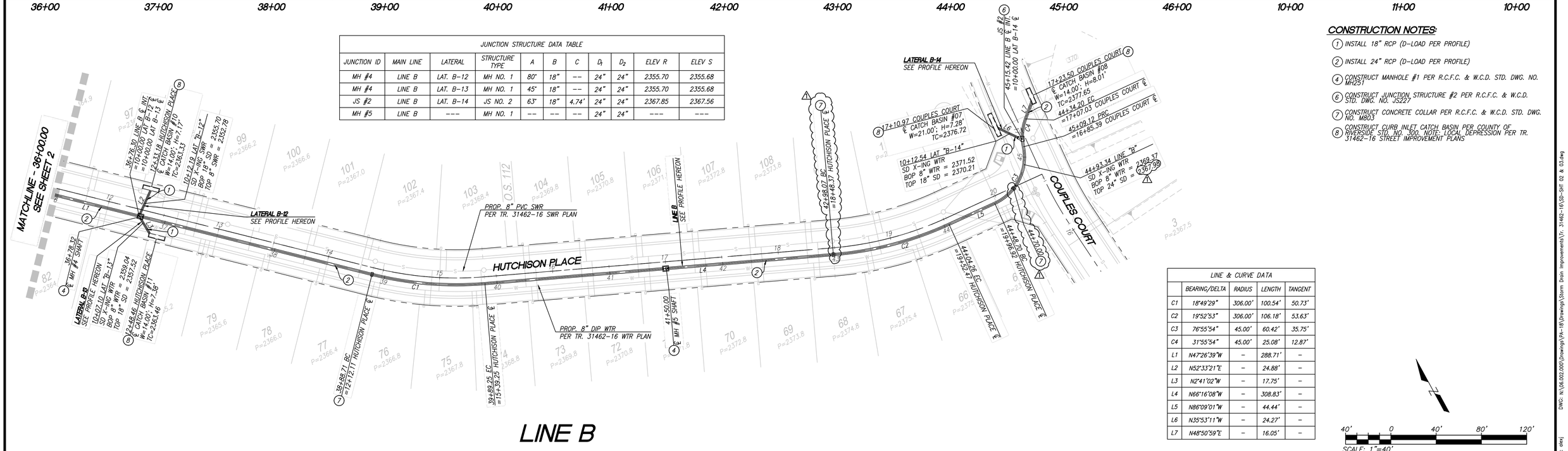
FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 2 OF 4 SHEETS
DRAWING NAME:
FILE NO.: 3394A

DWG: M:\06.002.000\Drawings\PA-18\Drawings\Storm Drain Improvements\Tr. 31462-16\SD-SHT 02 & 03.dwg
By: aleaj Plotted: Feb 28, 2022 - 3:33pm



JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D_1	D_2	ELEV R	ELEV S
MH #4	LINE B	LAT. B-12	MH NO. 1	80"	18"	--	24"	24"	2355.70	2355.68
MH #4	LINE B	LAT. B-13	MH NO. 1	45'	18"	--	24"	24"	2355.70	2355.68
JS #2	LINE B	LAT. B-14	JS NO. 2	63'	18"	4.74'	24"	24"	2367.85	2367.56
MH #5	LINE B	---	MH NO. 1	--	--	--	24"	24"	---	---



CONSTRUCTION NOTES:

1. INSTALL 18" RCP (D-LOAD PER PROFILE)
2. INSTALL 24" RCP (D-LOAD PER PROFILE)
4. CONSTRUCT MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
6. CONSTRUCT JUNCTION STRUCTURE #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS227
7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. MB03
8. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462-16 STREET IMPROVEMENT PLANS

LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	18°49'29"	306.00'	100.54'	50.73'
C2	19°52'53"	306.00'	106.18'	53.63'
C3	76°55'54"	45.00'	60.42'	35.75'
C4	31°55'54"	45.00'	25.08'	12.87'
L1	N47°26'39"W	–	288.71'	–
L2	N52°33'21"E	–	24.88'	–
L3	N2°41'02"W	–	17.75'	–
L4	N66°16'08"W	–	308.83'	–
L5	N86°09'01"W	–	44.44'	–
L6	N35°53'11"W	–	24.27'	–
L7	N48°50'59"E	–	16.05'	–

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
PECW	1	LINE B PROF. REDESIGN 42+98 TO 45+09	TCO	2/22
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 02/28/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/28/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: _____
STAFF ENGINEER
Recommended for Approval By: _____ Date: _____
Approved By: Jeffrey D. Harris Date: 03/09/2022
CITY ENGINEER
City of Beaumont, Public Works Department
Engineering Division

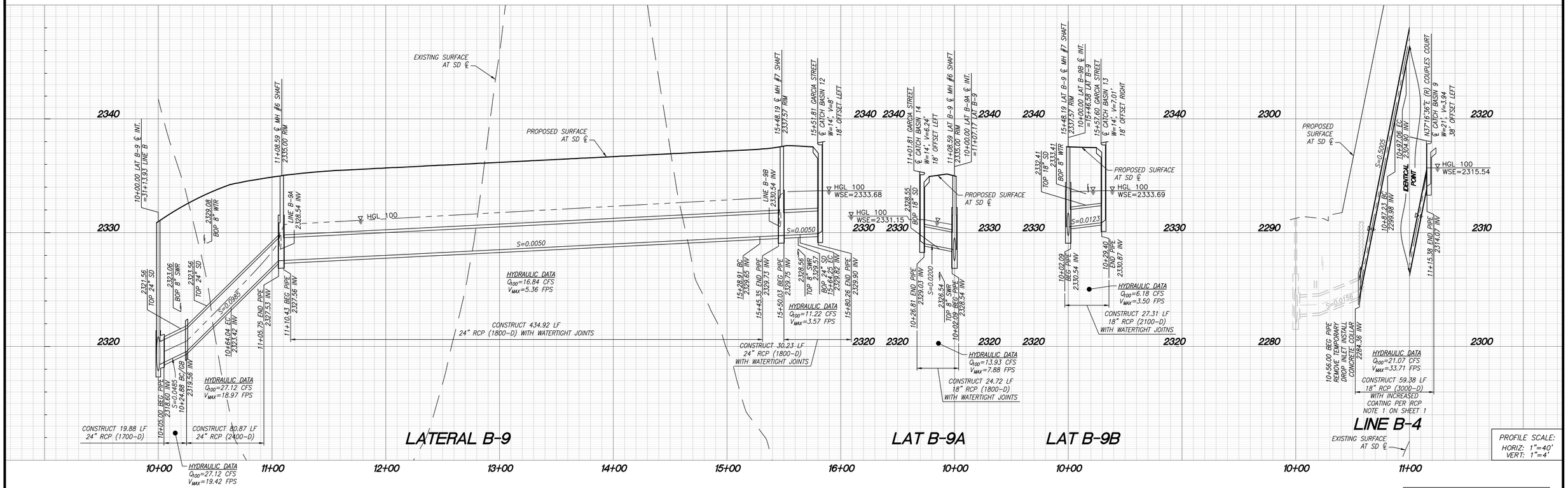
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-16

LINE B STA. 36+00.00 TO STA. 45+50.25,
LATERALS B-12, B-13,
& B-14

FOR: MERITAGE HOMES OF CALIFORNIA

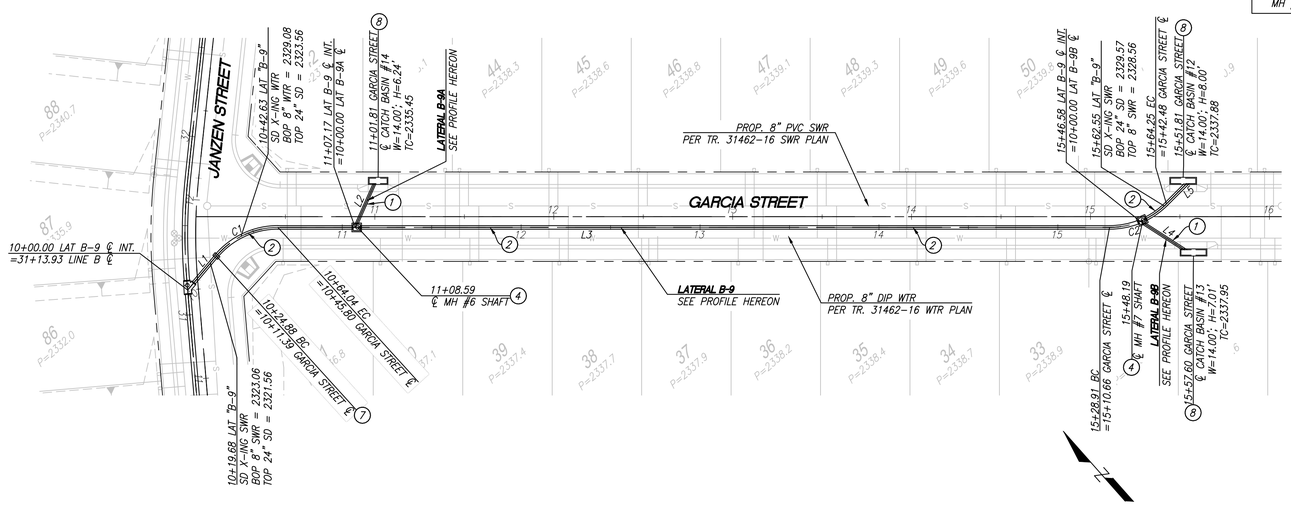
SHEET 3 OF 4 SHEETS
DRAWING NAME:
FILE NO.: 3394A

DWG: N:\06.002.000\Drawings\Storm Drain Improvements\Tr. 31462-16\SD-SHT 02 & 03.dwg
By: dlwj
Plotted: Feb 28, 2022 - 3:33pm



JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D_1	D_2	ELEV R	ELEV S
MH #6	LAT. B-9	LAT. B-9A	MH NO. 1	66"	18"	--	24"	24"	2328.54	2328.52
MH #7	LAT. B-9	LAT. B-9B	MH NO. 1	57"	18"	--	24"	24"	2330.74	2330.73

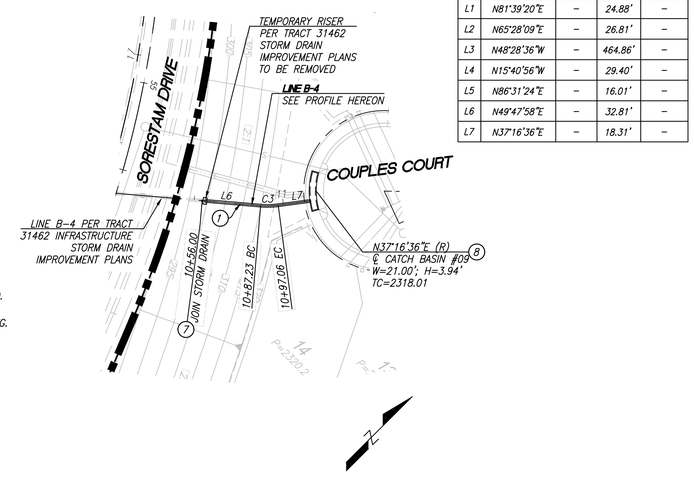
LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	49°52'04"	45.00'	39.17'	20.92'
C2	45°00'00"	45.00'	35.34'	18.64'
C3	12°31'23"	45.00'	9.84'	4.94'
L1	N81°39'20"E	–	24.88'	–
L2	N65°28'09"E	–	26.81'	–
L3	N48°28'36"W	–	464.86'	–
L4	N15°40'56"W	–	29.40'	–
L5	N86°31'24"E	–	16.01'	–
L6	N49°47'58"E	–	32.81'	–
L7	N37°16'36"E	–	18.31'	–



LATERAL B-9

CONSTRUCTION NOTES:

1. INSTALL 18" RCP (D-LOAD PER PROFILE)
2. INSTALL 24" RCP (D-LOAD PER PROFILE)
4. CONSTRUCT MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
7. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803
8. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462-16 STREET IMPROVEMENT PLANS



LINE B-4

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 02/28/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 02/28/22
JOB NUMBER: 06.002.000

Reviewed By: _____ STAFF ENGINEER Date: _____
Recommended for Approval By: _____ Date: _____
Approved By: _____ CITY ENGINEER Date 03/09/2022

City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-16

LINE B-4, LATERAL B-9, LATERAL B-9A, & LATERAL B-9B

FOR: MERITAGE HOMES OF CALIFORNIA

SHEET 4 OF 4 SHEETS
DRAWING NAME:
FILE NO.: 3394A

DWG: M:\06.002.000\Drawings\PA-18\Drawings\Storm Drain Improvements\Tr. 31462-16\SD-SHT 04.dwg
By: alenj
Plotted: Feb 28, 2022 - 3:34pm

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-26

DATE OF AGREEMENT: March 10, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 18 A subdivision consisting of 77 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $246,019.50 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 30152513 - PA 18 A Sewer Improvements

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $246,019.50 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $246,019.50 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. **Reserved.**

6. **Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. **Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By: _____

City:

CITY OF BEAUMONT
a Municipal Corporation

By: _____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 11, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No. 30152513
Improvements: Sewer

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-26, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Two Hundred Forty Six Thousand Nineteen and 50/100 dollars ($246,019.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP|CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No. 30152513
Improvements: Sewer

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of Two Hundred Forty Six Thousand Nineteen and 50/100 Dollars ($246,019.50) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A. Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 615665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Approved
NV5
02/16/2022

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots)
DATE: 1/27/2022

PP, CUP NO.: _____ BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	-
Sewer	$	246,019.50
Total	$	246,019.50
Warranty Retension (22.5%)	$	55,354.39
Street/Drainage Plan Check Fees =	$	500.00
Sewer Plan Check Fees =	$	6,150.49
Street Inspection Fees =	$	750.00
Sewer Inspection Fees =	$	9,840.78

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature _____ Date 1/27/22

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*******PLEASE READ INSTRUCTIONS BELOW*******

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 27-Jan-22

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (xxx,xxx sf)	$ 15.00	
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	E.A.	Blue Pavement Reflector	$ 750.00	
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 27-Jan-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (xxx,xxx SF @ 0.33')	$ 90.00	
	C.Y.	Aggregate Base Class II (xxx,xxx SF@0.50')	$ 50.00	
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (xxx,xxx SF)	$ 600.00	
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	
	S.F.	P.C.C. Sidewalk	$ 6.00	
	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	
	EA.	Handicapped Access Ramp	$ 1,500.00	
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 27-Jan-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	
	EA.	Limit Line	$ 75.00	
	EA.	R1 "STOP SIGN"	$ 250.00	
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 27-Jan-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
	L.F.	18" R.C.P.	$ 60.00	$ -
	L.F.	24" R.C.P.	$ 70.00	$ -
	L.F.	30" R.C.P.	$ 80.00	$ -
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 250.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 27-Jan-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
	EA.	Catch Basin W = 10'	$ 4,000.00	$ -
	EA.	Catch Basin W = 14'	$ 5,500.00	$ -
	EA.	Catch Basin W = 21'	$ 9,000.00	$ -
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 2,500.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	L.F.	Catch Basin Trash Rack	$ 25.00	$ -
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 27-Jan-22

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
0	EA.	Water Quality Structure	$ 2,500.00	$ -
0	LS	Concrete Inlet Apron	$ 11,000.00	$ -
0	LS	Emergency Spillway	$ 27,000.00	$ -
0	LS	84" Storm Drain Grate	$ 8,500.00	$ -
0	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A. Subtotal $ -

B. Contingency (15%) $ -

C. Streets/Drainage Total (A + B) $ -

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Sewer Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 1/27/2022

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
2,120	L.F.	4" PVC. (77 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ 31,800
-	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
2,523	L.F.	8" PVC	$ 30.00	$ 75,690
-	L.F.	8" V.C.P. Extra Strength (C-700)	$ 35.00	$ -
-	L.F.	12" V.C.P.	$ 40.00	$ -
-	L.F.	15" V.C.P.	$ 50.00	$ -
17	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 42,500
6	EA.	Modified 5' Manholes	$ 3,000.00	$ 18,000
-	EA.	Drop Manholes	$ 4,000.00	$ -
77	EA.	Cleanouts	$ 500.00	$ 38,500
-	EA.	Sewer Y's	$ 25.00	$ -
-	EA.	Chimneys	$ 300.00	$ -
-	EA.	Adjust M.H. to grade	$ 340.00	$ -
-	L.F.	Concrete Encasement	$ 20.00	$ -
-	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
-	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
-	EA.	Sewer Lift Station		$ -
29	EA.	Backflow prevention device	$ 250.00	$ 7,250
-	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
1	EA.	Remove 8" P.V.C End Cap/Plug	$ 190.00	$ 190

A.	Subtotal	$ 213,930
B.	Contingency (15% x A)	$ 32,090
C.	Sewer Total (A + B)	$ 246,020

****

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26

SEWER NOTES

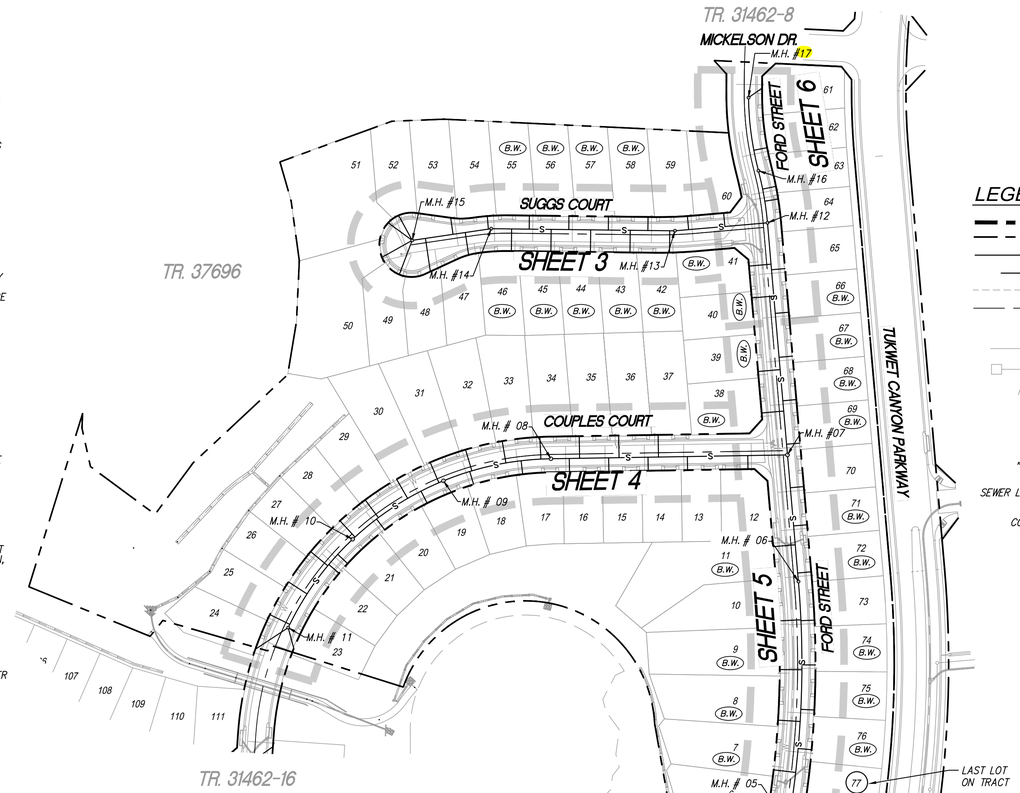
1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS AND EASTERN MUNICIPAL WATER DISTRICT'S (EMWD) GUIDELINES.
2. GRAVITY SEWER PROFILE ELEVATIONS ARE TO BE FLOW LINES (CONDUIT INVERTS).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD 606. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT. CAST IRON SHALL BE USED FOR MANHOLE COVERS AND SHALL HAVE A 12" COVERING RING.
4. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
5. WHERE A NEW INLET MUST BE CONSTRUCTED IN AN EXISTING MANHOLE, THE ELEVATION OF THE INLET SHALL BE SUCH THAT ITS CROWN SHALL BE LEVELED WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTION TO THE MANHOLE CENTERLINE.
7. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8 CALIFORNIA ADMINISTRATION CODE.
8. PROVIDE BACKFLOW PREVENTION DEVICES WHERE UPSTREAM MANHOLE RIM IS HIGHER THAN PAD ELEVATION.
9. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF THE PIPE CENTERLINE ON TOP OF PIPE BEDDING.
10. SEWER LATERAL SHALL BE TYPE "A" PER DETAIL SHOWN HEREON, UNLESS OTHERWISE NOTED OR DETAILED ON PLANS.
11. DEVELOPER SHALL HAVE GEOTECHNICAL/ SOIL ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORK WAS DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
12. UTILITY TRENCH BACKFILL PER PLAN, PROFILE, RCTD STD 818 AND LATEST GREEN BOOK SECTION 306. CRUSH ROCK BEDDING, HAUNCHING, INITIAL BACKFILL PER GREEN BOOK TABLE 306.-1.2.13(B), MAXIMUM ROCK GRADATION 1/2 INCH FOR PVC PIPE SIZE 15 INCH AND SMALLER AND 3/4 INCH CRUSH ROCK FOR PVC PIPE LARGER THAN 15 INCHES DIAMETER.
13. TRENCHING AND EXCAVATION PER 29 CFR 1926.651AND 1926.652 OR COMPARABLE OSHA-APPROVED STATE PLAN REQUIREMENTS.
14. FOR SEWER MAINS 15 INCH IN DIAMETER AND SMALLER AT DEPTHS BETWEEN 15 AND 20 FEET (FROM FINISH SURFACE TO THE TOP OF THE PIPE) HIGHER CLASS OF BEDDING OR STRONGER PIPE OR BOTH CAN BE USED, OTHERWISE PROVIDE A SOILS REPORT/ SUPPORTING CALCULATIONS TO SUBSTANTIATE THE USE OF PVC SDR 35 SEWER PIPE.
15. MAX VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10FT/SEC DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2FT/SEC DESIGN FLOW (MAX DEPTHS: 1/2 FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.085, 12"-0.0660, 15"-0.0500, 18"-0.3700, 21"-0.0300, 24"0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES- 0.020, MAIN LINES 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0012, 24"- 0.0010.
16. VERTICAL AND HORIZONTAL SEPARATION OF LATERALS OR SEWER MAIN FROM WATER OR RECYCLE WATER LINE SHALL BE IN ACCORDANCE WITH SWRCB-DDW.
17. WHEN SEWER LINE CROSS OTHER UTILITIES, STORM DRAINS, OR OTHER OBSTRUCTIONS, THE OUTSIDE PIPE ELEVATIONS SHOULD BE SHOWN TO INDICATE THE AVAILABLE CLEARANCES.
18. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE A MINIMUM 60" IN DIAMETER AND SHALL BE CONSTRUCTED PER RCTD STD 606 WITH A MANHOLE FRAMES AND COVERS PER RCTD STD 608.
19. MANHOLES OF DEPTH MORE THAN 12 FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF SHALL BE LINED WITH APPROVED CITY'S PVC LINER. THE BASE AND ALL REMAINING EXPOSED CONCRETE SHALL BE COATED WITH AN APPROVED POLYURETHANE COATING. THE LINING AND COATING SHALL BE FREE FROM DEFECTS, HOLES OR SURFACE IRREGULARITIES.
20. MANHOLE SPACING – THE MAXIMUM DISTANCE BETWEEN MANHOLES FOR PIPE 15 INCHES IN DIAMETER OR SMALLER IS 400 FEET, FOR 18 INCH DIAMETER AND OVER IS 500 FEET. MANHOLES ARE REQUIRED AT THE BEGINNING AND END OF THE CURVES. FOR RADIUS LESS THAN 500 FEET, THE MAXIMUM MANHOLE SPACING IS 200 FEET.
21. MAINLINE AND LATERAL CLEANOUTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH RCTD STD DRAWING 603 FOR VCP PIPE AND MODIFIED TO PVC PIPE. CLEANOUT PIPE MUST BE THE SAME DIAMETER AND MATERIAL AS MAIN SEWER LINE. CLEANOUT SHALL BE PLACED ON EACH LATERAL INSIDE OF THE PROPERTY LINE AND SHALL BE COORDINATED AND APPROVED BY BUILDING AND SAFETY DEPARTMENT.
22. TESTING PIPELINES PER LATEST EDITION GREEN BOOK, SECTION 306-1.4.
23. IN NO CASE SHALL THE SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.

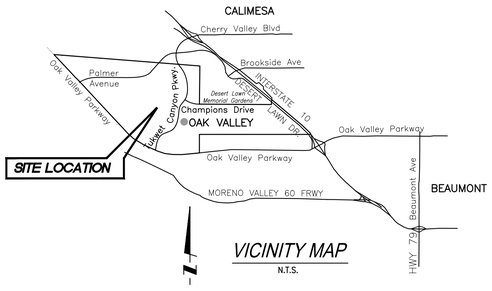
THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

GENERAL NOTES

1. IT SHALL BE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE.
3. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANTS DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
4. ALL WORK SHALL CONFORM TO THE LATEST EDITION OF COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT (RCTD) ROAD IMPROVEMENT STANDARDS AND SPECIFICATIONS, COUNTY ORDINANCE 461 AND SUBSEQUENT AMENDMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COST OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION AT (951) 769-8520.
6. ALL EXISTING SURVEY MONUMENTS SHALL BE PROTECTED IN PLACE OR RELOCATED BY A LICENSE PROFESSIONAL LAND SURVEYOR PRIOR TO CONSTRUCTION COMPLETION.
7. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORKS DEPARTMENT. PRELIMINARY OR FINAL SOIL REPORT P.N. 1-0160, DATED 1/12/2016 PREPARED BY ALTA CALIFORNIA GEOTECHNICAL INC. SHALL BE AVAILABLE UPON REQUEST.
8. ALL UNDERGROUND FACILITIES WITH LATERALS, SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING;SEWER, WATER, GAS, ELECTRIC,STORM DRAINS AND COMMUNICATION LINES.
9. ALL MANHOLES, SURVEY MARKERS AND VALVES SHALL BE ADJUSTED TO GRADE BY THE CONTRACTOR AFTER COMPLETION OF THE OVERLAY.
10. ASPHALTIC EMULSION (FOG SEAL) SHALL BE APPLIED NOT LESS THAN FOURTEEN DAYS FOLLOWING PLACEMENT OF THE ASPHALT SURFACING. SEAL AND PAINT BINDER SHALL BE APPLIED AT A RATE OF 0.05 AND 0.03 GALLON PER SQUARE YARD RESPECTIVELY. ASPHALTIC EMULSION SHALL CONFORM TO SECTION# 37, #39, AND #94 OF THE STATE STANDARD SPECIFICATION.
11. DURING PAVING OPERATION, TRAFFIC CONTROL SHALL BE PERFORMED AS REQUIRED BY THE CITY ENGINEER.
12. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLAN, SPECIFICATIONS AND THE CITY OF BEAUMONT STANDARDS, WHERE DEVIATION EXISTS, DEVELOPER SHALL PROPOSED CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.
13. THE CONTRACTOR SHALL BEAR ALL COST FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT OR INDIRECT COSTS THE CITY MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING AND OTHER SERVICES.
14. THE CITY RESERVE THE RIGHTS TO REQUIRED REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANTS WERE APPROVED.





VICINITY MAP
N.T.S.

LEGEND

- TRACT BOUNDARY
- RIGHT OF WAY
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE
- PUBLIC UTILITY EASEMENT
- CENTER LINE
- SEWER MANHOLE
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE
- P=2367.1 PAD ELEVATION
- PROPOSED CATCH BASIN
- (B.W.) PROPOSED BACKFLOW PREVENTER
- "WYE" STATION @ MAIN
- SEWER LATERAL CALLOUT 10+35.22
- CONSTRUCTION NOTE REFERENCE (6)

ABBREVIATIONS

FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L or CL or ℄	CENTERLINE
R/W	RIGHT-OF-WAY
LAT	LATERAL
STA	STATION
PROP	PROPOSED
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
BOP	BOTTOM OF PIPE
TOP	TOP OF PIPE
M.H.or MH	SEWER MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
I.D.	INSIDE DIA.
R.C.T.D.	RIVERSIDE COUNTY TRANS. DEPT. STANDARD
STD.	STANDARD
S.D.	STORM DRAIN
SWR	SEWER
X-ING	CROSSING
VCP	VITRIFIED CLAY PIPE

NOTE:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT.
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. SIDEWALKS AND DRIVEWAYS APPROACHES WILL BE POURED/CONSTRUCTED ONLY AFTER DRIVEWAY LOCATIONS ARE DETERMINED.

SEWER CONSTRUCTION NOTES:

		QTY.
1	INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE	2,523 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61	17 EA.
3	INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177	2,120 L.F.
4	REMOVE EXISTING 8" END CAP/PLUG AND JOIN	1 EA.
5	INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52	77 EA.
6	INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL	29 EA.
7	INSTALL TERMINUS MANHOLE PER SB-58	1 EA.
8	INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61	6 EA.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

INDEX MAP

100' 0 100' 200' 300'
SCALE: 1"=100'

APPLICANT/SUBDIVIDER:

SDC FAIRWAY CANYON, LLC
A DELEWARE LIMITED LIABILITY COMPANY
2392 MORSE AVE.
IRVINE, CA 92614
OFFICE: (949) 241-8403 CONTACT:
CHERRYL THOMPSON

LEGAL DESCRIPTION

BEING A SUBDIVISION OF A PORTION LOT 176 OF TRACT MAP NO. 31462-21, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 476, PAGES 24 THROUGH 30, INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN NUMBER

413-790-042 (PORTION)

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 — 01/27/22 DATE
EXPIRATION DATE 12-31-2022

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET, VICINITY MAP, LEGEND, GENERAL NOTES, QUANTITIES, AND INDEX MAP
SHEET 2 – TYPICAL SECTIONS
SHEET 3 – SLUGGS COURT – STA. 10+60.74 TO STA. 15+60.15
SHEET 4 – COUPLES COURT – STA. 18+24.71 TO STA. 26+74.72
SHEET 5 – FORD STREET – STA. 10+00.00 TO STA. 19+00.00
SHEET 6 – FORD STREET – STA. 19+00.00 TO STA. 22+17.41

DIGALERT
DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY R.C.E. 45920 EXP. 12-31-2022 — 01/27/22 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Staff Engineer Date: 2/16/2022
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ City Engineer Date 02/25/2022

City of Beaumont, Public Works Department
Engineering Division

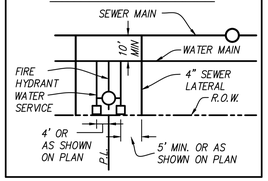
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26
TITLE SHEET, VICINITY MAP, LEGEND, GENERAL NOTES, QUANTITIES, AND INDEX MAP

FOR: ARGENT MANAGEMENT

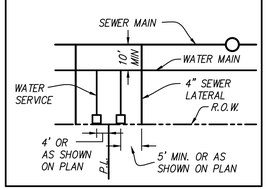
SHEET 1 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3421
PW2021-071

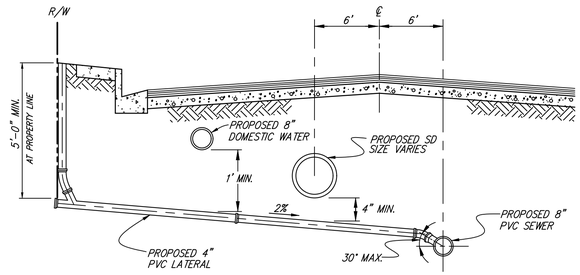
Date: Jan 27, 2022 – 2:53pm By: robertt DWG: N:\06.002.000\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-26 SWR – SHT – 01.dwg

TYPICAL LOT SERVICE WITH FIRE HYDRANT



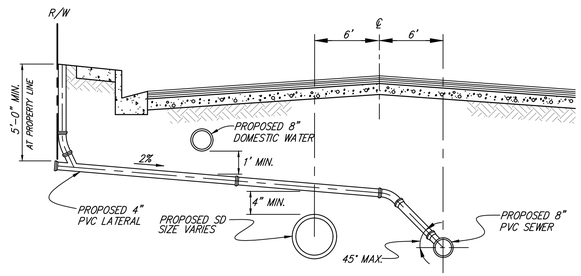
TYPICAL LOT SERVICE





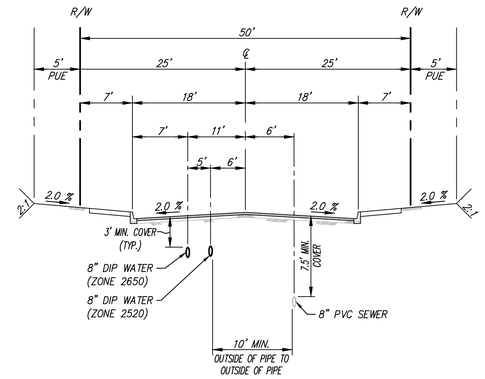
DETAIL A - TYPICAL LATERAL UNDER SD DETAIL

NOT TO SCALE
(REFERENCE E.M.W.D. STD. DWG. SB-177)
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE



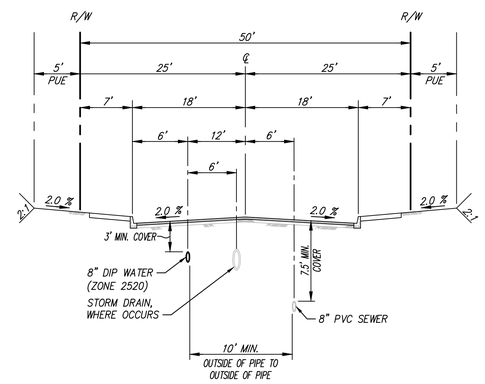
DETAIL B - TYPICAL LATERAL OVER SD DETAIL

NOT TO SCALE
(REFERENCE E.M.W.D. STD. DWG. SB-177)
NOTE: CONSTRUCT 4" LATERAL AT 2% MIN SLOPE



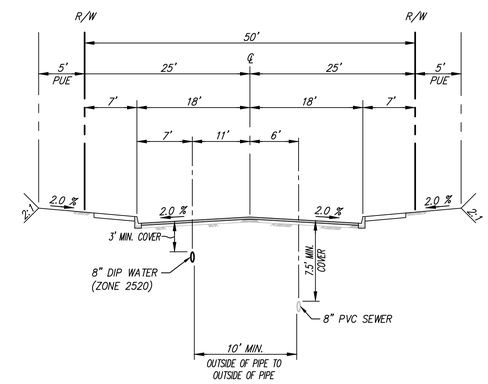
TYPICAL SECTION
FORD STREET (NORTH OF SUGGS COURT)

N.T.S.



TYPICAL SECTION
FORD STREET (SOUTH OF SUGGS COURT)

N.T.S.



TYPICAL SECTION
COUPLES COURT AND SUGGS COURT

N.T.S.

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY 01/27/22
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: 2/16/2022
Staff Engineer
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ Date 02/25/2022
City Engineer
City of Beaumont, Public Works Department
Engineering Division

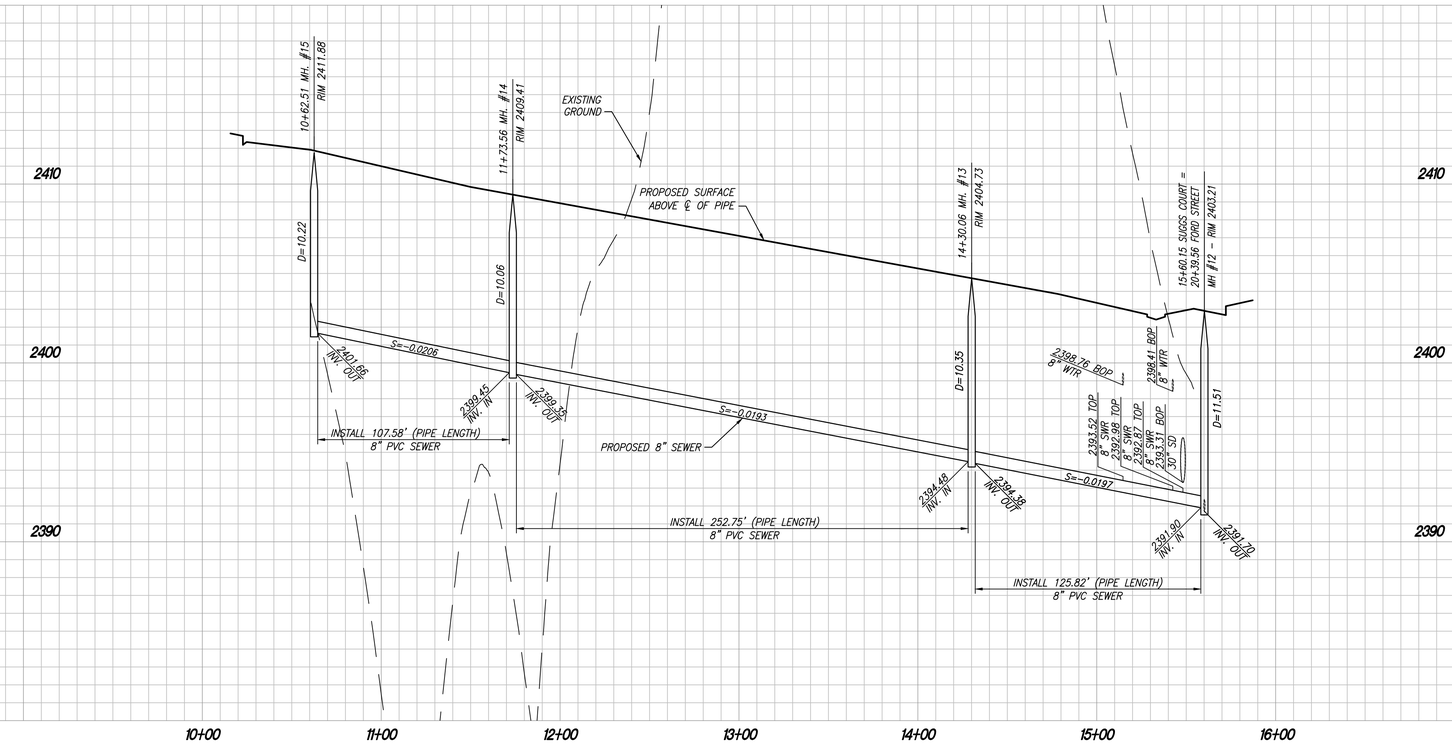
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26

TYPICAL SECTIONS

FOR: ARGENT MANAGEMENT

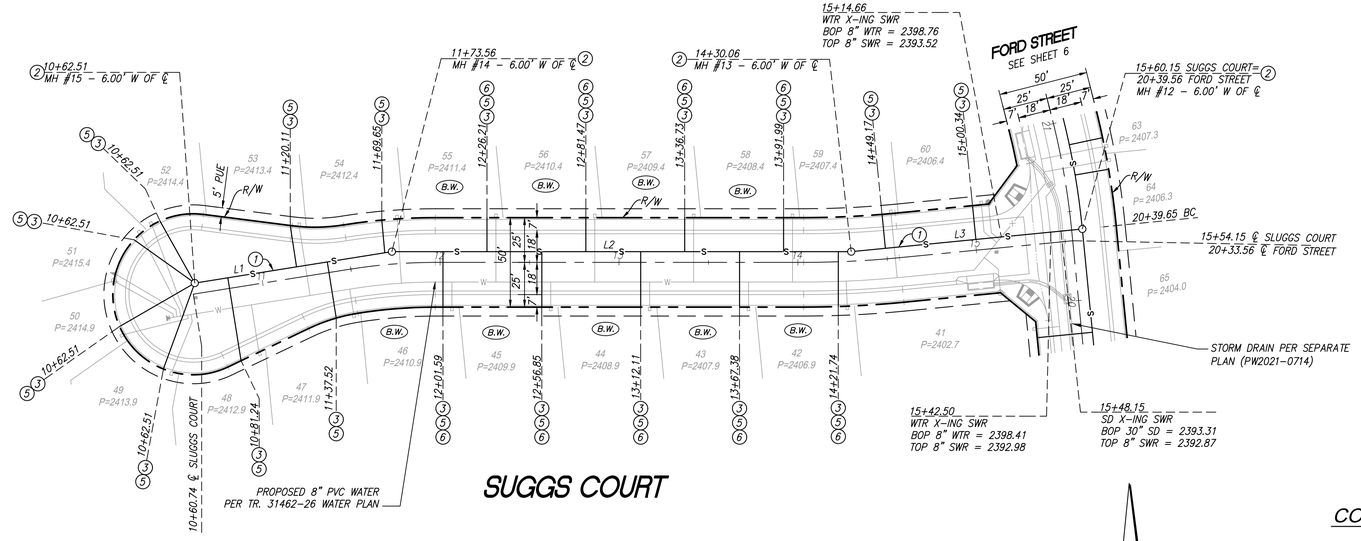
SHEET 2 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3421
PW2021-0711

Date: Jan 27, 2022 - 2:53pm By: robertt DWG: N:\06.002.000\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-26.SWR - SHT - 02.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N81°35'57"E	–	107.58'	–
L2	N89°20'17"W	–	252.75'	–
L3	N85°04'16"E	–	125.82'	–



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CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
01/27/22
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer Date: 2/16/2022
Recommended for Approval By: Date: 2/16/2022
Approved By: City Engineer Date: 02/25/2022

City of Beaumont, Public Works Department
Engineering Division

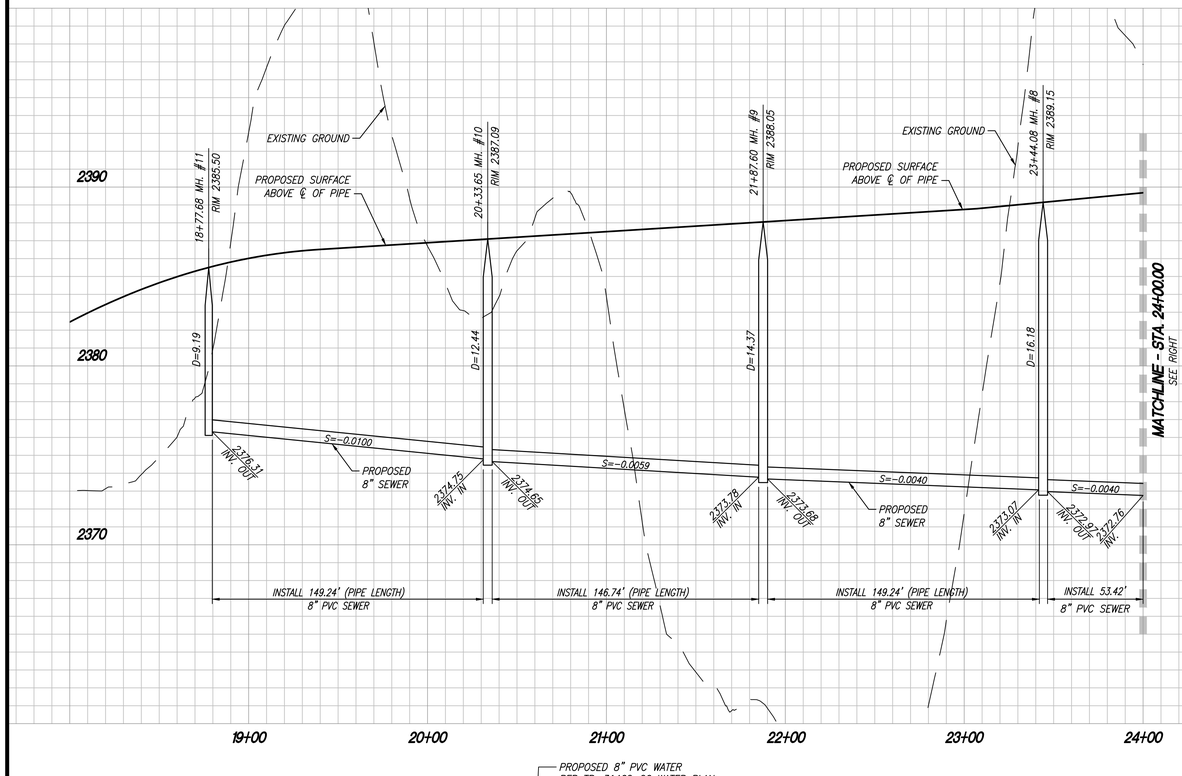
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26

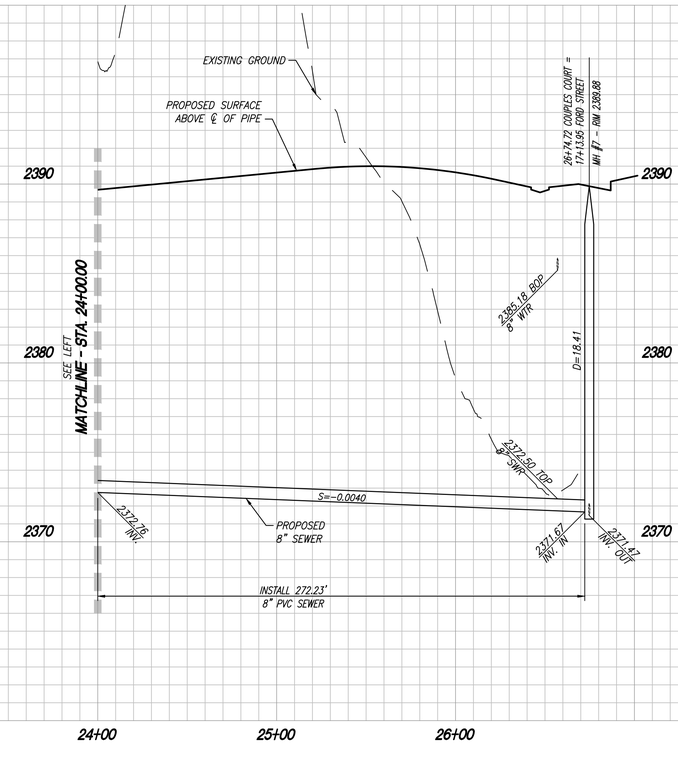
SLUGGS COURT
STA: 10+60.74 TO STA: 15+60.15

FOR: ARGENT MANAGEMENT

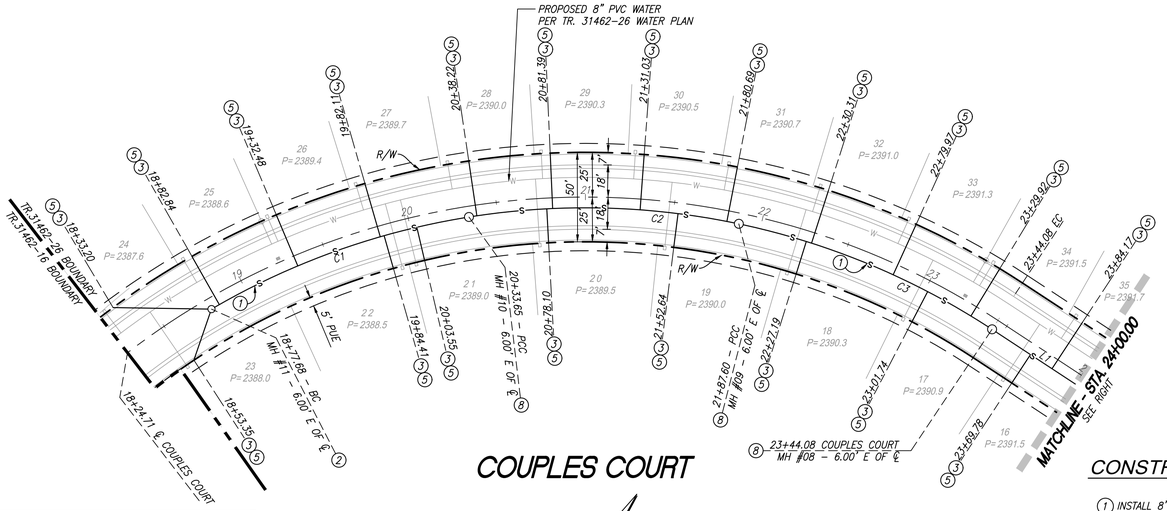
SHEET 3 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3421
PW2021-0713

Date: Jan 27, 2022 - 2:54pm By: robertt DWG: N:\06.002.000\Drawings\Plan-Pfl\Drawings\Sewer Improvement\Tr. 31462-26\SWR - SHT - 03.dwg

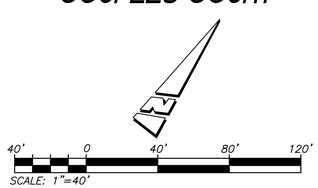




PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



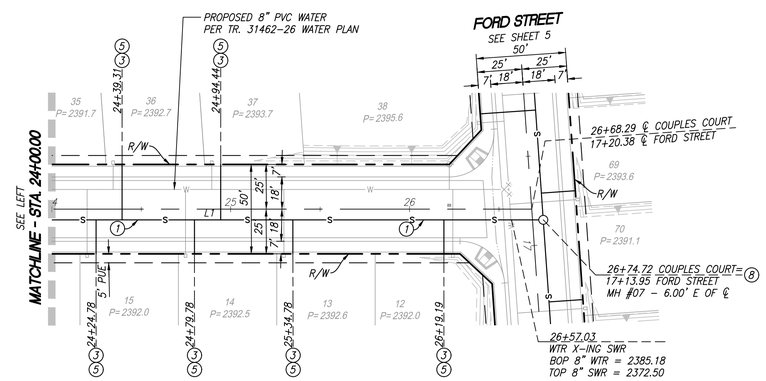
COUPLES COURT



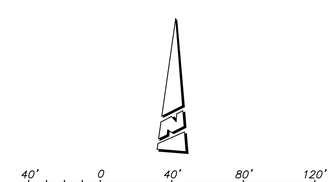
SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	20°39'17"	414.00'	149.24'	75.44'
C2	20°18'32"	414.00'	146.74'	74.15'
C3	20°39'17"	414.00'	149.24'	75.44'
L1	N89°04'16"E	–	325.65'	–

CONSTRUCTION NOTES

1. INSTALL 8" PVC (SDR-35) SEWER MAIN PIPE
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
8. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61



COUPLES COURT



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DIGALERT
DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
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BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY R.C.E. 45920 EXP. 12-31-2022 — 01/27/22 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — GEORGE ALAN LENFESTEY — No. 45920 — Exp. 12/31/22 — CIVIL — STATE OF CALIFORNIA

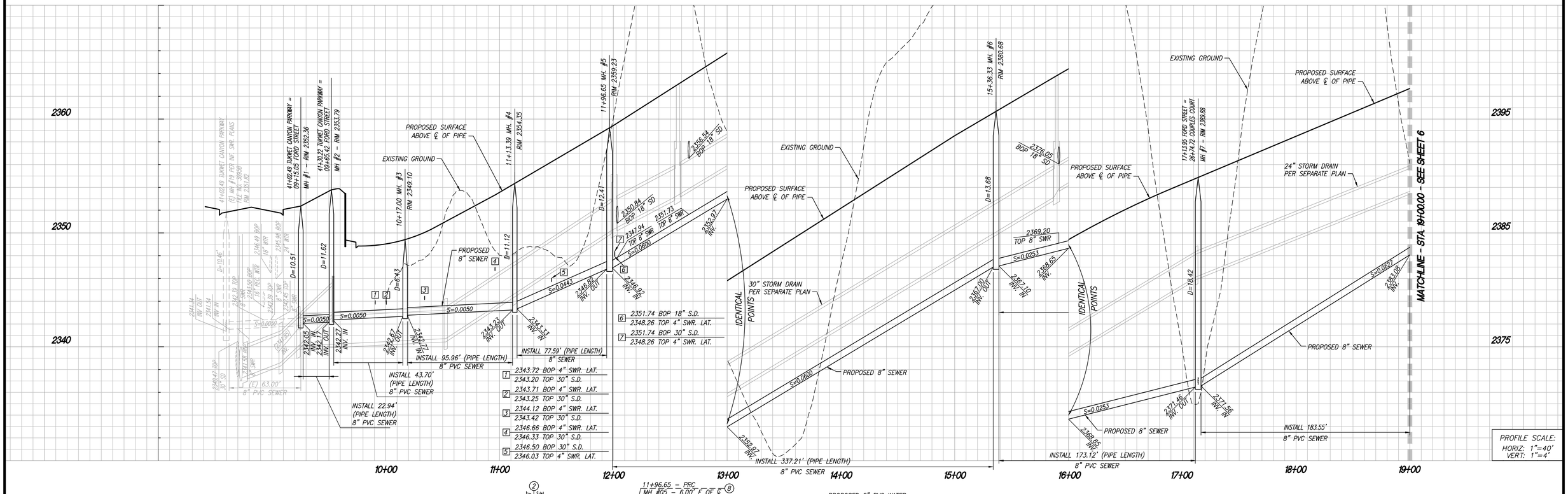
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

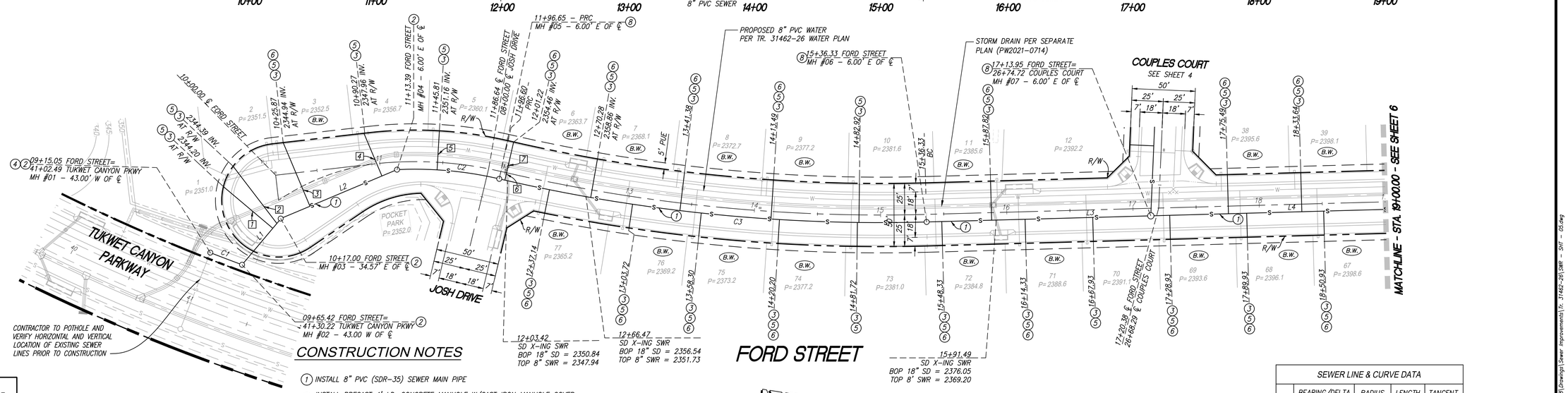
Reviewed By: Staff Engineer — Date: 2/16/2022
Recommended for Approval By: — Date: 2/16/2022
Approved By: City Engineer — Date 02/25/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26
COUPLES COURT
STA: 18+24.71 TO STA: 26+74.72
FOR: ARGENT MANAGEMENT

SHEET 4 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3421
PW2021-071

Date: Jan 27, 2022 - 2:54pm By: robertt DWG: N:\06.002.000\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-26\SWR - SHT - 04.dwg





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3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
4. REMOVE EXISTING 8" END CAP/PLUG AND JOIN
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
8. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/ PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-54 AND SB-61

SEWER LINE & CURVE DATA

	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	0°54'08"	1,457.00'	22.94'	11.47'
L1	N53°13'09"W	–	43.70'	–
L2	N26°10'44"W	–	95.96'	–
C2	15°07'18"	294.00'	77.59'	39.02'
C3	14°29'39"	1,333.00'	337.21'	169.51'
L3	N4°55'44"W	–	173.12'	–
L4	N4°55'44"W	–	183.55'	–

DIGALERT
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UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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BEARING: N 27°39'52" E

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ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

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951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
01/27/22
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

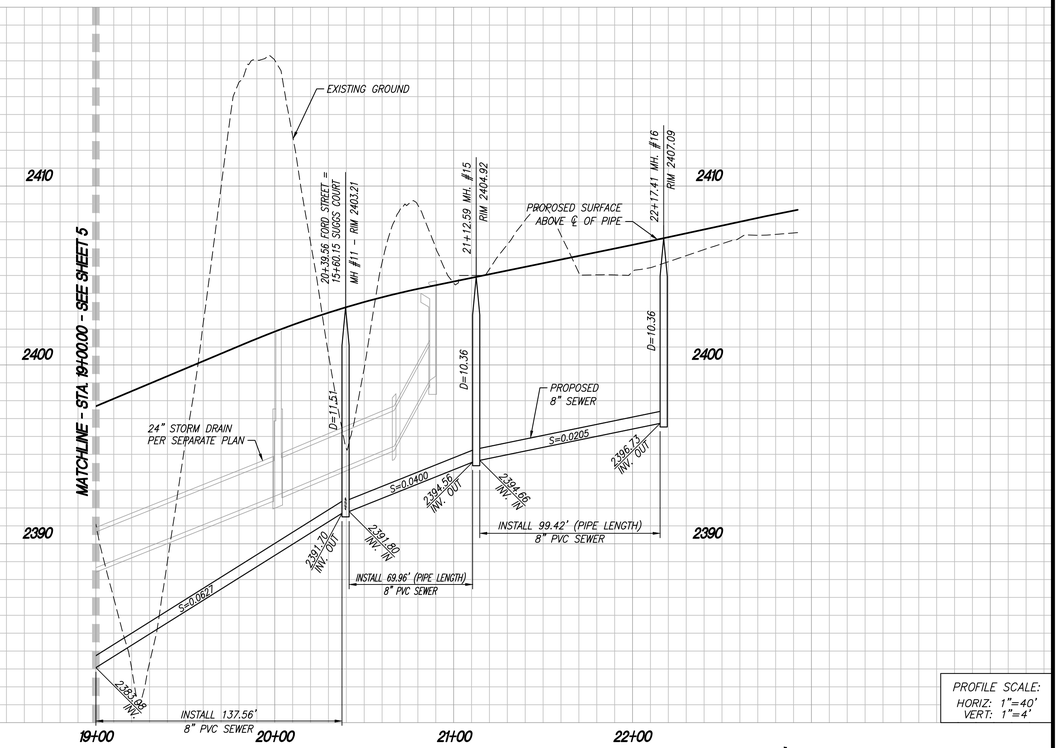
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: Staff Engineer Date: 2/16/2022
Recommended for Approval By: Date: 2/16/2022
Approved By: City Engineer Date: 02/25/2022
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26
FORD STREET
STA:10.+00.00 TO STA: 19+00.00
FOR: ARGENT MANAGEMENT

SHEET 5 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3421
PW2021-0713

Date: Jan 27, 2022 - 2:54pm By: robertt DWG: N:\06.002.000\Drawings\Plan-Pro\Drawings\Sewer Improvements\Tr. 31462-26\SWR - SHT - 05.dwg



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES

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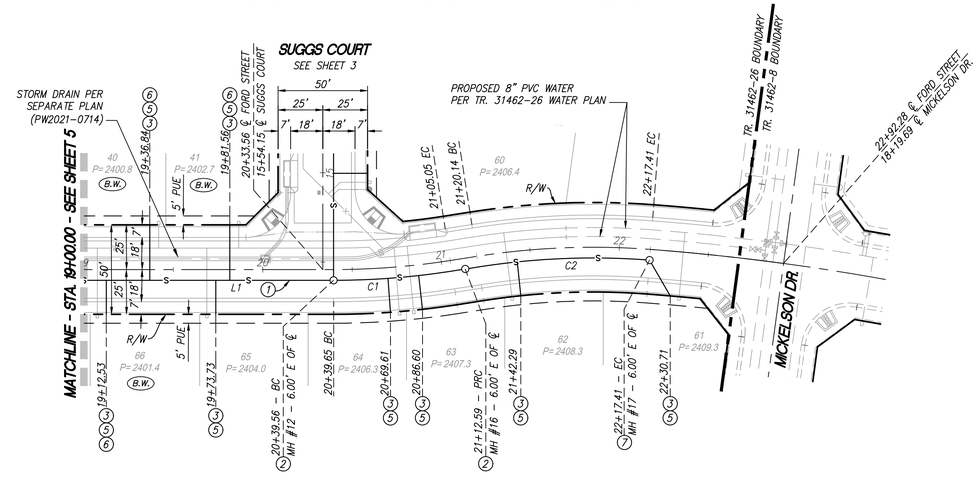
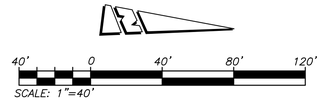
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD STD. DWG. SB-53 AND SB-61
3. INSTALL 4" PVC SEWER HOUSE CONNECTION PER EMWD STD. DWG. SB-177
5. INSTALL LATERAL CLEANOUTS PER EMWD STD. DWG. SB-52
6. INSTALL 4" BACKFLOW PREVENTION DEVICE AMERICAN FOUNDARY'S NH53-A OR EQUAL
7. INSTALL TERMINUS MANHOLE PER SB-58

SEWER LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
L1	N4°55'44"W	–	137.56'	–
C1	9°24'36"	426.00'	69.96'	35.06'
C2	13°45'36"	414.00'	99.42'	49.95'



FORD STREET



THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10

ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST

GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
01/27/22
DATE

SEAL
REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 01/27/22
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: 2/16/2022
Staff Engineer
Recommended for Approval By: _____ Date: 2/16/2022
Approved By: _____ Date 02/25/2022
City Engineer
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT NO. 31462-26

FORD STREET
STA:19+00.00 TO STA: 22+17.41

FOR: ARGENT MANAGEMENT

SHEET 6 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3421
PW2021-071

Date: Jan 27, 2022 - 2:55pm By: robertf DWG: N:\06.002.000\Drawings\PA-18\Drawings\Sewer Improvements\Tr. 31462-26\SWR - SHT - 06.dwg

RECORDING REQUESTED BY: CITY CLERK WHEN RECORDED RETURN TO: City Clerk City of Beaumont 550 E. 6th Street Beaumont, CA 92223	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

CITY OF BEAUMONT
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 31462-26

DATE OF AGREEMENT: March 10, 2022

NAME OF SUBDIVIDER: Meritage Homes of California, Inc., a California Corporation. (hereinafter referred to as "Subdivider").

NAME/NUMBER OF DEVELOPMENT: PA 18 A subdivision consisting of 77 residential lots, _____, originally approved on _____, and Tentative Tract 31462 ("Tract" or "Tentative Tract Map"), originally approved on September 8th, 2016.

FINAL TRACT MAP _____ APPROVED ON _____ RECORDED ON _____ AS INSTRUMENT NUMBER: _____ ("Final Tract Map").

PROPERTY SUBJECT TO AGREEMENT: The real property which is the subject of this Agreement is located in the City of Beaumont, County of Riverside and is described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

EST. TOTAL COST OF PUBLIC IMPROVEMENTS:	EST. TOTAL COST OF PRIVATE IMPROVEMENTS:	EST. TOTAL COST OF MONUMENTATION:
$ $186,817.50 (see Exhibit "B")	$ _____ (see Exhibit "B")	$ _____ (see Exhibit "B")

BOND NUMBERS: 30152511 - PA 18 A Storm Drain Improvements

LETTER OF CREDIT NUMBERS: _____

FINANCIAL INSTITUTION: _____

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Beaumont, a California municipal corporation (hereinafter referred to as "City"), and Meritage Homes of California, Inc. a California Corporation, (hereinafter referred to as "Subdivider"). City and Subdivider are sometimes referred to hereinafter individually as a "Party", and collectively as the "Parties".

RECITALS

A. Subdivider is the owner of certain real property located in the City of Beaumont legally described on Exhibit "A" attached hereto and incorporated and made part of this Agreement by this reference (the "Property").

B. The conditions of approval of the above referenced Tentative Tract Map and any related entitlements, which are hereby incorporated herein by this reference, require that prior to the issuance of building permits, the Subdivider and the City shall enter into a subdivision improvement agreement, secured with sufficient security, as a guarantee of the construction and completion of all public and private improvements and land development work required by said conditions of approval and by the City subdivision laws and codes.

D. In consideration of the approval of a final map by the City Council, Subdivider desires to enter into this Agreement, whereby Subdivider promises to install and complete, at Subdivider's own expense, all the public improvement work required by City in connection with the proposed subdivisoion. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws.

E. Improvement Plans (the "Plans") for the construction, installation, and completion of the public and private improvements are being or have been prepared by Subdivider and will be subject to approval by the Director of Engineering/Public Works ("City Engineer"). The City has adopted standards (hereinafter "Standards") for the construction and installation of improvements within the City, and the Plans will be prepared in conformance with the Standards in effect on the date of the approval of the Application. The Plans will be on file in the Office of the City Engineer and are incorporated into this Agreement by this reference as if set forth fully herein. All references in this Agreement to the Plans shall be deemed to include reference to any specifications for all of the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public and private improvements and performing the land development work according to the Plans has been made and approved by the City Engineer. The estimated cost of these improvements is set forth on Page One (1) of this Agreement, and the basis for the estimate is attached hereto as Exhibit "B" and incorporated and

made part of this Agreement by this reference. The amounts of the Improvement Securities required to be posted with this Agreement are also based upon the estimate in Exhibit "B".

G. For the purposes of this Agreement, the term "Public Improvements" means all those improvements within the Tract intended for transfer or conveyance to the City or other public agency. The estimated cost of their construction is included in the above estimate included herein as Exhibit "B".

NOW, THEREFORE, in consideration of the issuance of the Final Tract map, Subdivider and City hereby agree as follows:

1. Subdivider's Obligation to Construct Improvements.

(a) In constructing and installing the improvements, Subdivider shall comply with all of the requirements and conditions of approval of in the Tentative Tract Map, related entitlements as well as the provisions of the Municipal Code and Subdivision Laws.

(b) Subdivider shall complete, at its own expense, all the public and private improvements and related work on the Development, as required by the conditions of approval of the Tentative Map and related entitlements in conformance with the approved Plans and City Standards, including without limitation, those improvements set forth in Exhibit "B" (hereinafter collectively the "Improvements") within twenty-four (24) months of the date of this Agreement, unless a time extension is granted by the City as authorized by Section 20 of this Agreement.

(c) Notwithstanding the time limits specified in Section 1(b) above, no single family dwelling unit or group of units shall be given final inspection and clearance for occupancy by City unless the private and public streets providing access to and fronting such units are completed, the final lifts of pavement on the streets are in place, and all wet and dry utility services (e.g. sewer, water, electrical power, telephone, gas, etc.) to such units are in place and are operational.

(d) Subdivider shall furnish the necessary materials for completion of the Improvements in conformity with the Plans and City Standards.

(e) Subdivider shall acquire and dedicate, or pay the cost of acquisition by the City, of all right-of-way, easements and other interests in real property required for construction or installation of the Improvements, free and clear of all liens and encumbrances. Subdivider's obligations relating to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private drainage easements or authorizations therefor to accommodate the Development.

(f) Subdivider shall furnish and install all monuments, stakes and property corners on the lots and streets in the Property as specified on the final recorded tract maps for the Development in accordance with the provisions of the Subdivision Laws, and shall submit centerline tie sheets to City, within thirty (30) days after completion of the Improvements, or as

specified in any separate monument agreement with the City, but in any event prior to their acceptance by the City.

2. Improvement Securities.

(a) Subdivider agrees to secure this Agreement with good and sufficient improvement securities in a form approved by the City Attorney (referred collectively hereinafter as "Improvement Securities" and individually as "Improvement Security") to guarantee the construction and completion of all the improvements in the Development. All such improvement securities shall be posted with the City prior to the City's final building inspection and issuance of a Certificate of Occupancy for any single family dwelling constructed by Subdivider, its agents, assigns or contractors, on any lot within the Development, as described in Exhibit "A". Said securities are estimated at this time in Exhibit "B" to be in the following amounts, and shall be for the purposes described as follows:

(i) $186,817.50 and 00/100 DOLLARS ($XXX,XXX.XX) to ensure faithful performance of the construction and installation of the public and private Improvements required by this Agreement ("Performance Security"), which amount is 100% of the estimated cost of the Improvements as set forth in Exhibit "B"; and

(ii) $186,817.50 and 00/100 DOLLARS ($XXX,XXX.XX) to secure payment to any contractor, subcontractor, persons renting equipment or furnishing labor materials for the Improvements required to be constructed or installed pursuant to this Agreement ("Labor & Materials Security"), which amount is one-hundred percent (100%) of the estimated cost of the Improvements; and

(iii) _____ and 00/100 DOLLARS ($ XX,XXX.XX) in the form of a Warranty Bond or cash deposit with the City to guarantee or warranty the Improvement work done pursuant to this Agreement for a period of one (1) year following acceptance/certification thereof by City, against any defective work or labor done or defective materials furnished ("Warranty Security"). The Warranty Security is 10% of the estimated cost of the Performance Security amount described above, and such Warranty Security must be provided by Subdivider to City prior to the City's release of any bonds or Improvement Securities filed with this Agreement.

(iv) _____ and 00/100 Dollars ($X,XXX.XX) in the form of a cash deposit, which is 100% of the estimated cost of setting all final subdivision monuments, boundary corners, front and rear lot corners and centerline ties not previously set or submitted on the lots and streets within the Property as described in Exhibit "A", and for the preparation and recordation of any related Certificate of Correction, as required by Section 66469 of the State Subdivision Map Act.

(b) The Improvement Securities required by this Agreement shall be kept on file with the City Clerk. If surety bonds are used, they must be issued by a surety company currently admitted to transact surety insurance business in California by the California Department of

Insurance, with a Best's Insurance Guide rating of no less than A-. The terms of any documents evidencing such Improvement Securities as set forth in this Section 2 or referenced on Page One (1) of this Agreement, are incorporated into this Agreement by this reference as if set forth fully herein. If any Improvement Security is replaced by another type or kind of approved Improvement Security, subject to the approval of the form thereof by the City Attorney, the replacement shall be filed with City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a satisfactory replacement Improvement Security with the City Clerk, the former Improvement Security shall be released.

(c) Subdivider agrees to keep its Improvement Securities in full force and effect until they are reduced or released by City. If any Improvement Security provided by Subdivider is cancelled or terminated for any reason by the action of a surety, financial institution or other party, it shall be the responsibility of the Subdivider to immediately, upon written notice from City, provide a substitute Improvement Security which conforms to all the requirements of this Section 2 in the same amount or amounts.

(d) Any additions, changes, alterations, or modifications of this Agreement or to the Plans, Specifications and Improvements referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the Improvement Security given in connection with this Agreement.

3. Alterations to Improvement Plans; Modification of City Standards.

(a) Any changes, alterations or additions to the Plans or to the Improvements, not exceeding 10% of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider, shall not require Subdivider to increase any Improvement Securities provided under this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the Improvements, Subdivider shall provide additional Performance Security as required by Section 2 of this Agreement for 100% of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 7 of this Agreement. Subdivider shall also provide additional Labor & Materials Security as required by Section 2 of this Agreement for 50 % of the total estimated cost of the Improvements as changed, altered, or amended.

(b) Subdivider shall construct all Improvements in a good and workman like manner and in accordance with the City Standards in effect as of the date of the Approval Action specified on Page One (1) hereof. The City reserves the right to modify the Standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or to comply with applicable State or Federal law or City zoning ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, the City may apply the Standards in effect at the time the extension is granted.

4. Modification of Drainage Plan. Subdivider agrees that if during the course of construction and installation of Improvements it shall be determined by the City Engineer that

revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and as are indicated by the City Engineer and approved by City. Said changes, if any, shall be confined to the Property.

5. **Reserved.**

6. **Inspections; Final Acceptance and Certification of Improvements.**

(a) Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation.

(b) Upon completion of the Improvements covered in this Agreement, the Subdivider shall request a final inspection by the City Engineer or his/her authorized representative. Following receipt of such request, the City Engineer shall inspect the Improvements, make certain determinations and take certain actions as follows:

(i) If the City Engineer, or his/her authorized representative, determines that the Public Improvements requiring acceptance by another public agency have been completed in accordance with this Agreement, then the City Engineer shall request said agency to make a final inspection of such improvements and certify to the City that such improvements have been completed and installed to the satisfaction of said agency. Upon receipt of such certification, the City Engineer may release or reduce the securities held for such improvements. Any certification and/or acceptance of the Public Improvements shall not constitute a waiver of any defects by City.

(ii) For Improvements not requiring dedication to or acceptance by the a public agency (the "Private Improvements"), the City Engineer or his/her authorized representative shall inspect such improvements, and/or shall have the discretion to accept a certification from Subdivider's registered civil engineer stating that the Private Improvements have been completed in accordance with the approved Plans, City Standards and the Tentative Map. If the City Engineer, or his/her authorized representative, makes a finding, based on his/her own inspection (and/or any certification submitted by Subdivider's registered civil engineer) that the Private Improvements have been installed and constructed in accordance with the approved Plans, City Standards and the Tentative Map, the City Engineer shall recommend certification of the completion of the Private Improvements by placing an item on the next most convenient City Council agenda requesting certification and authorization to release the Improvement Securities. Said determination by the City Engineer and agendization of the certification and release shall not be unreasonably withheld or delayed.

(c) Subdivider shall bear all costs of inspection and certification of the Improvements.

7. **Release of Improvement Securities.**

(a) The Performance Security shall be fully released only upon the final completion and certification of all Private Improvements and Public Improvements. Partial releases may be

permitted subject to the provisions of Subsections (a)(i) and (a)(ii) hereof. Upon final completion of the Public and Private Improvements under this Agreement, and after City Council acceptance/certification, the City shall file a Notice of Completion in accordance with the California Civil Code.

(i) The City Engineer may release a portion of the Performance Security, as work on the Improvements progresses, upon written application thereof by the Subdivider; provided, however, that no such release shall be considered by City for an amount less the cost estimate of the remaining work does not exceed twenty percent (20%) or less of the estimate of the total amount of work to be done as shown in Exhibit "B". Upon approval of a partial release or the reduction of Performance Security, the City shall not reduce such Performance Security to an amount less than two-hundred- percent (200%) of the value of the work remaining to be done. City and Subdivider agree that not more than two requests for reduction or partial release of Performance Security shall be considered between the start of construction and the completion and acceptance/certification of the Improvements by the City.

(ii) In no event shall the City Engineer authorize a release or reduction of the Performance Security which would reduce such security to an amount below that required to guarantee the completion of the Improvements and any other obligations imposed upon Subdivider by this Agreement.

(iii) No partial reduction or release of the Performance Security shall constitute or be construed as the City's acceptance or certification of any Improvements or related work. Such partial reductions or releases (if any) will merely reflect that a certain portion of the required work has been done.

(b) The Labor & Materials Security shall, ninety (90) days after the City's recordation of the Notice of Completion described in Subsection 7(a), be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Labor & Materials Security and to cover related legal costs. The balance shall be released upon the settlement of all claims and obligations for which the Labor & Materials Security was given. If no claims or liens have been filed and no notice has been given to City within said ninety (90) day period, then the Labor & Materials Security shall be released in full.

(c) The Warranty Security shall not be released until after the expiration of the one-year (1-year) warranty period and until any claims filed during the warranty period have been settled. As provided in Section 11, below, the warranty period shall not commence until final acceptance/certification of the Improvements and related work by the City Council.

(d) The Monumentation Security may be released in full by the City Engineer in accordance with the terms of the separate monument agreement with the City, or if there is none, upon submittal of the following:

(i) a written certification from the professional engineer or surveyor responsible for setting the monuments stating that all the final monuments for the Subdivision have been set in accordance with the Professional Land Surveyors Act and the Subdivision Map Act, and that the professional engineer or surveyor has been paid in full by Subdivider for such services; and

(ii) centerline tie sheets prepared in a manner acceptable to the City Engineer showing the locations of centerline monuments in existing public or private streets; and

(iii) any Record of Survey required by this Agreement has been filed with the County of Riverside and recorded.

(e) The City may retain from any Improvement Securities released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

8. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or cause the repair or replacement of any and all public or private improvements, public utilities facilities and survey or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private improvements or utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be made to the reasonable satisfaction, and subject to the approval of the City Engineer and the owner of any such public or private improvement.

9. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

10. Notice of Breach/Default of Subdivider.

(a) Default of Subdivider shall include, but not be limited to: (1) Subdivider's failure to timely complete construction of the Improvements; (2) Subdivider's unwarranted failure to timely cure any defect in the Improvements; (3) Subdivider's failure to perform substantial construction work for a period of twenty (20) consecutive calendar days after commencement of the work; (4) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days; (5) the commencement of a foreclosure action against the Property or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; (6) Subdivider's failure to keep the Improvement

Securities in full force and effect; (7) Subdivider's failure to notify the City of any sale, transfer or other disposition of the Property to a purported new Subdivider; (8) Subdivider's failure to maintain insurance; or (9) the failure of Subdivider or Subdivider's contractors, subcontractors, agents or employees to comply with any other terms and provisions of this Agreement.

(b) In the event of any such default, the City Engineer or the City Council may serve written notice to Subdivider specifying in reasonable detail the nature of the default. Subdivider shall have thirty (30) days from receipt of said notice to cure the default; provided that, if the default is not reasonably susceptible to being cured within said thirty (30) days, Subdivider shall have a reasonable period of time to cure the default so long as Subdivider commences to cure the default within said thirty (30) days and diligently prosecutes the cure to completion.

(c) If following service of such written notice of default, Subdivider fails to cure or commence curing the default to the satisfaction of City within the cure period specified in Subsection 10(b), above, the City Engineer or the City Council may serve notice of Subdivider's default upon Subdivider and where applicable Subdivider's surety, or the holder(s) of any other Improvement Securities, in accordance with the notice provisions set forth in Section 22 of this Agreement.

(d) In the event of service of the notice of default specified in Subsection 10(c), above, Subdivider's surety shall have the duty to take over and complete the Improvements and related work required under this Agreement; provided; however, that if the surety, within twenty (20) days after the serving upon it of such notice of default, does not give the City written notice of its intention to take over the construction of said Improvements or does not, within ten (10) days after giving City notice of such election, commence to complete the Improvements, City may take over the work and prosecute the Improvements to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the completion of same.

(e) The City reserves to itself all remedies available to it at law or in equity for Subdivider's default under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate Improvement Securities to mitigate City's damages in event of default by Subdivider. The right of City to draw upon or utilize the Improvement Securities is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and amounts of Improvement Securities may not reflect the actual cost of construction or installation of the Improvements, and therefore, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. The sums provided by the Improvement Securities may be used by City for the completion of the Improvements in accordance with the Plans.

(f) Failure of Subdivider to comply with the terms of this Agreement, including but not limited to, construction of all the Improvements as set forth herein and as required by the Tentative Map, shall constitute Subdivider's consent to: (1) the filing by City of a notice of violation against all of the lots in the Subdivision; (2) withholding of Building permits, utility connections and/or Certificates of Occupancy. The remedies provided by this Subsection (f) are in addition to and not in lieu of any other remedies available to City at law or in equity. Subdivider agrees that the choice of remedy or remedies for Subdivider's default or breach shall be in the sole discretion of City.

(g) In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performances of such obligations, including costs of suit and reasonable attorney's fees.

(h) The failure of City to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach, or of any subsequent default or breach of Subdivider. Any failure by the City to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and further shall not act to release any surety from its obligations under this Agreement.

11. Warranty.

(a) For a period of one (1) year after final acceptance/certification by the City Council of the Improvements, Subdivider shall guarantee or warranty all the Improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work relating to the Improvements or any part of thereof furnished, installed, constructed or caused to be done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Plans, Subdivider shall without delay and without any cost to City, commence to repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure within thirty (30) days of receiving written notice from City of the defect and diligently prosecute the repair or replacement work to completion.

(b) Should Subdivider fail to act promptly or in accordance with the repair/replacement requirements set forth herein, Subdivider hereby authorizes City, at City's option, to perform the repair/replacement work twenty (20) days after mailing written notice to Subdivider and to Subdivider's surety, and Subdivider agrees to pay City for the cost of such work.

(c) Should the City determine that an emergency or a threat to the public safety and welfare exists from the condition of the Improvements which require repairs, replacements or remedial measures to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to City the cost of such repairs.

12. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, officers, employees, or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

13. Injury to Improvement Work; Risk of Loss. Until such time as the Public Improvements are accepted by City, Subdivider shall be responsible for and bear the risk of loss to any of the Public Improvements constructed or installed and shall be responsible for the care, maintenance of and any damage to such Public Improvements. Neither City, nor any of its agents, officers or employees shall be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Public Improvements specified in this Agreement prior to the completion and acceptance of the Public Improvements by City. All such risks shall be the responsibility of and are hereby assumed by Subdivider. Subdivider is responsible for and shall bear the risk of loss for all Private Improvements at all times.

14. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other Subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of City ordinances providing therefor, nor shall anything in this Agreement commit to any such apportionment.

15. Subdivider's Obligation to Warn Public During Construction. Until final acceptance/certification of the Public Improvements pursuant to Section 6(b)(i), and final certification of construction of the Private Improvements pursuant to Section 6(b)(ii), Subdivider shall give good and adequate warning to the public of each and every dangerous condition existent in said Improvements, and will take all reasonable actions to protect the public from such dangerous conditions in, on or around the work site.

16. Vesting of Ownership. Upon acceptance of the Public Improvements and related work on behalf of the City, and after recordation of the Notice of Completion, ownership of the Public Improvements constructed within the Private streets in the Development shall vest in the name of the City, or applicable government agency or utility company, and any improvement constructed on any public street pursuant to this Agreement shall vest in City.

17. Indemnity/Hold Harmless.

(a) Neither the City, nor any official, officer, employee, contractor or agent thereof, shall be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, subcontractors or employees in the performance of this Agreement. Subdivider hereby agrees to, and shall defend and hold harmless City, its elective and appointive boards, commissions and officers, and its agents, contractors and employees from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, consultant's fees, expert's fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Subdivider's operations, or any subcontractor's operations, to be performed under this Agreement for Subdivider's or subcontractor's tort

negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Subdivider or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by law, with the exception of the sole negligence or willful misconduct of City.

(b) Subdivider's indemnity, defense and hold harmless obligations under this Section 17 are not conditioned or dependent upon whether City, or its elective and appointive boards, commissions and officers, or its agents, contractors and employees, prepared, supplied or reviewed any Plans or related specifications in connection with the Improvements, or whether City or Subdivider has insurance or other indemnification covering any of these matters.

(c) Subdivider's obligation to indemnify, hold harmless and defend City shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Improvements. City's acceptance and/or certification of the Improvements shall not constitute an assumption by City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the Plans, unless the particular Improvement design was required by City over the written objection of Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth a safe and feasible alternative design. After City's acceptance/certification of the Improvements, Subdivider shall remain obligated to correct or eliminate all dangerous conditions caused by defects in design or construction; provided, however, that the Subdivider shall not be responsible for routine maintenance. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the design and construction of the Improvements and other work done pursuant to this Agreement, and except as may be provided above, City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Plans, or in inspecting, reviewing or approving any work or construction of Improvements. Subdivider's Improvement Securities shall not be required to secure Subdivider's obligations under this Section 17.

18. <u>Sale or Disposition of Subdivision; Assignment.</u>

(a) Subdivider acknowledges and agrees that sale, transfer or other disposition of the Property prior to completion of the Improvements required hereunder will not relieve Subdivider from the obligations set forth in this Agreement, and Subdivider shall be required to notify City sixty (60) days in advance of any sale or transfer of ownership of the Property or any proposed assignment of this Agreement. If Subdivider sells or otherwise transfers the Property to any other person or entity prior to final completion of the Improvements, or wishes to assign this Agreement, Subdivider may request a novation of this Agreement and a substitution of Improvement Securities by the new owner or proposed assignee (hereinafter collectively for purposes of this Section, "Successor"). Subdivider shall be required to provide any documentation reasonably required by City to determine the appropriateness of any proposed Successor.

(b) Any proposed Successor must demonstrate to the City its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance, and the City shall have the right to compel the Successor to disclose all documents, information and other material which, in City's sole reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified herein. Following approval by City and full execution of a novation (or other such release or assignment and assumption agreement(s) entered into by Subdivider, Successor and City), posting of satisfactory Improvement Securities and submission of required insurance by Successor, City shall release or reduce the securities posted by Subdivider in accordance with the provisions of such novation and release Subdivider of its obligations under this Agreement. Nothing in the novation (or other such release or assignment and assumption agreement entered into by Subdivider, Successor and City) shall relieve Subdivider of its obligations under any other Section of this Agreement for work or Improvements performed by Subdivider prior to the novation.

19. Time of the Essence. Time is of the essence in this Agreement.

20. Time for Completion of Improvements; Extensions.

(a) Subdivider shall commence and diligently prosecute to completion construction of all the Improvements required by this Agreement. The time for completion of the Improvements as specified in Subsection 1(b) of this Agreement may be extended as permitted by City ordinance. The City Manager may grant an extension of time for such period as may be in the public interest upon the showing of the Subdivider of good cause. Any such extension granted shall be subject to the limitations and conditions set forth in Subsections 20(b) and (c), below, and shall be made by a writing executed by the in a form as approved by the City Attorney.

(b) Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any Improvement Securities given for this Agreement. However, City reserves the right to require as part of any extension amendment a written assurance from the surety acceptable to the City Attorney that the Improvement Securities required by Section 2 of this Agreement shall remain enforceable throughout the term of any extension.

(c) The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. In addition, the time for completion of the Improvements shall be extended for any delay resulting from an act of City, or from an act of God, which Subdivider could not have reasonably foreseen, or by storm or inclement weather which prevents the conducting of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by Subdivider, provided that Subdivider provides City with written notice of the delaying event within fifteen (15) days of the commencement of the delay. In the event of such delaying event, Subdivider shall use all reasonable efforts to remedy same and resume completion of the Improvements as promptly as practicable.

(d) As a condition of granting an extension of time to complete the Improvements required by this Agreement, the City Manager may require Subdivider to furnish new or additional Improvement Securities guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

21. Notice. All notices required by or provided for under this Agreement shall be in writing and delivered in person or sent by certified or registered mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with City:

Notice to City:	City of Beaumont 550 E. 6th Street Beaumont, CA 92223 Attn: City Manager
With a Copy to:	John Pinkney, Esq. SBEMP 1800 East Tahquitz Canyon Way Palm Springs, CA 92262
Notice to Subdivider:	Meritage Homes of California, Inc. 5 Peters Canyon Rd, Suite 310 Irvine, CA 92606 Attn: Efrem Joelson

22. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified in writing by the mutual consent of the Parties.

23. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

24. Insurance.

(a) Subdivider shall, at all times during the construction of the Improvements, obtain, carry, maintain, and keep in full force and effect, at its sole cost and expense, policies of insurance of the types and in at least the minimum amounts described below:

(i) Commercial General Liability policy with a minimum combined single limit of One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, personal injury and property damage arising out of or in connection with the activities of the Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage

(Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for independent contractors, ongoing operations, products and completed operations, contractual liability and personal and advertising injury.

(ii) Commercial Vehicle/Automotive Liability policy covering personal injury and property damage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit, covering any vehicle utilized by Subdivider, its officers, agents, employees, subcontractors or independent contractors in performing the work required by this Agreement.

(iii) Workers' Compensation and Employer's Liability policy for all Subdivider's employees, with Workers' Compensation limits as required by State law and Employer's Liability coverage of $1,000,000 per accident for bodily injury or disease. In case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider.

(1) In case any class of employees engaged in work under this Agreement at the work site(s) is not protected under any Workers' Compensation law, Subdivider shall provide and shall cause each contractor or subcontractor to provide, adequate insurance for the protection of employees not otherwise protected.

(2) Subdivider hereby indemnifies City for any damages or claims resulting from failure of either Subdivider or any contractor of subcontractor to take out or maintain such liability or Workers' Compensation insurance.

(b) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a A-; VII in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(c) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Subdivider to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

(d) Certificates and Endorsements Verification. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies at any time and/or to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section.

(e) Required Endorsements.

(i) The Commercial General Liability and Commercial Vehicle/Automotive Liability policies are to contain or be endorsed to contain the following provisions:

(1) Additional Insureds. The City of Beaumont, its officials, officers, employees, agents and independent contractors shall be named as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

(2) Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Beaumont, its officials, officers, employees, agents and independent contractors. Any insurance or self-insurance maintained by the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/Automotive Liability Policy.

(3) Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Beaumont, its officials, officers, employees, agents and independent contractors.

(f) Other Insurance Requirements. All policies required under this Agreement shall contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days prior written notice to Subdivider (ten (10) days' notice for cancellation due to non-payment). Subdivider further agrees to: (1) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and (2) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(g) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this Section, and such insurance has been obtained by Subdivider and approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(h) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 25, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

25. Attorneys' Fees. In the event any action at law or in equity is brought to enforce the terms of this Agreement, the prevailing Party shall be entitled to litigation costs and reasonable attorneys' fees.

26. Incorporation of Recitals. The Recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

27. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes any prior written or oral agreements between them with respect to the subject matter hereof. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

28. Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. In the event that suit shall be brought by either Party to this contract, the Parties agree that venue shall be exclusively vested in the State courts of the County of Riverside, California or where appropriate, in the United States District Court, Southern District of California, Riverside, California.

29. Runs with the Land; Recordation.

(a) The Parties agree that the terms and provisions set forth in this Agreement shall be deemed provisions, terms and/or covenants running with the Property in accordance with applicable law, including without limitation, California Civil Code section 1468, and shall pass to and be binding upon the heirs, successors and assigns of the Parties to this Agreement, and on any successor owner of the Property.

(b) The provisions of Subsection 29(a) notwithstanding, Subdivider shall remain jointly and severally liable with its heirs, successors, assigns or successor owners of the Property for the responsibilities and liabilities imposed by this Agreement unless a novation or assignment agreement is executed in accordance with the provisions of Section 18 of this Agreement.

(c) Upon execution, this Agreement shall be recorded in the Official Records of Riverside County, and by such recordation, it is the intention of the Parties to give notice to and bind their successors, heirs and assigns hereto.

30. Authority of Executing Parties. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so all behalf of the entity it purports to bind and that he/she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto on the date above first written.

Subdivider:

By:_____

City:

CITY OF BEAUMONT
a Municipal Corporation

By:_____
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

APPROVED AS TO CONTENT:

_____

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On March 11, 2022 (Date) before me, Andrew Salazar, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Aaron Talarico (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ANDREW SALAZAR
Notary Public - California
Orange County
Commission # 2365034
My Comm. Expires Jul 10, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Jeff Hart, Dir. Of Engineering/Public Works

Attachments: Exhibit A Legal description of Property
Exhibit B Cost estimates

(Proper Notarization of Subdivider's Signature is required and shall be attached)

Bond No. 30152511
Improvements: Storm Drain

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and _____ Meritage Homes of California, Inc. (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. Tract No. 31462-26, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Continental Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of One Hundred Eighty Six Thousand Eight Hundred Seventeen and 50/100 dollars ($186,817.50) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferruzza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of Arizona
Maricopa County
Commission # 515665
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

Reproduced by First American Title Company 11/2007

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

Bond No. 30152511
Improvements: Storm Drain

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and Meritage Homes of California, Inc. (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code in the sum of One Hundred Eighty Six Thousand Eight Hundred Seventeen and 50/100 Dollars ($186,817.50) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000, et seq.) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

[signatures on following page]

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on March 2, 2022.

(Seal)

The Continental Insurance Company

SURETY

By: _____

Name: James I Moore

Title: Attorney-in-Fact

Address: 151 N. Franklin Street

Chicago, IL 60606

(Seal)

Meritage Homes of California, Inc.

PRINCIPAL

By: _____

Name: Glen A Tulk

Title: VP National Land Development

By: _____

Name: Hilla Sferrozza

Title: EVP/CFO

Address: 5 Peters Canyon Rd, Ste 310

Irvine, CA 92606

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC

ALL-PURPOSE 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 ARIZONA)SS
COUNTY OF MARICOPA)

On March 08, 2022 before me, Laura J. Gunderson, Notary Public, personally appeared Glen A. Tulk, Vice President - National Development of Meritage Homes of California, Inc.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Gunderson

LAURA GUNDERSON
Notary Public, State of A...
Maricopa County
Commission # 61566...
My Commission Expires
November 05, 2025

This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S) TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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STATE OF ILLINOIS

COUNTY OF DUPAGE}

On March 2, 2022, before me, Sinem Nava, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I Moore known to me to be Attorney-in-Fact of The Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, August 28, 2025

Sinem Nava, Notary Public

Commission No.859777

OFFICIAL SEAL
SINEM NAVA
Notary Public - State of Illinois
My Commission Expires Aug. 28, 2025

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 20th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of March, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET
"PLAN CHECK FEE EST"

PARCEL MAP OR TRACT NO.: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots)
DATE: 10/29/2021

PP, CUP NO.: PW2021-0714 BY: George A. Lenfestey

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	186,817.50
Sewer	$	-
Total	$	186,817.50
Warranty Retension (22.5%)	$	42,033.94
Street/Drainage Plan Check Fees =	$	5,604.53
Sewer Plan Check Fees =	$	500.00
Street Inspection Fees =	$	9,340.88
Sewer Inspection Fees =	$	750.00

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

10/29/21
Date

George A. Lenfestey
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
GEORGE ALAN LENFESTEY
No. 45920
Exp. 12/31/22
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

*******PLEASE READ INSTRUCTIONS BELOW*******

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point) (120,771 sf)	$ 15.00	
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.00	$ -
	L.F.	Remove Curb and Gutter	$ 4.00	$ -
	L.F.	Remove A.C. Dike	$ 3.00	$ -
	S.F.	Remove Sidewalk	$ 3.00	$ -
	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.00	$ -
	E.A.	Blue Pavement Reflector	$ 750.00	
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 2.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
	TON	Asphalt Concrete - 144 lbs/cu. Ft. (120,771 SF @ 0.33')	$ 90.00	
	C.Y.	Aggregate Base Class II (120,771 SF@0.50')	$ 50.00	
	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (120,771SF)	$ 600.00	
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 0.50	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 8.00	$ -
	L.F.	Curb and Gutter (Type A-6)	$ 10.00	
	L.F.	Curb and Gutter (Type A-8)	$ 12.00	$ -
	L.F.	Type "C" Curb	$ 10.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 8.00	
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 10.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	
	S.F.	P.C.C. Sidewalk	$ 6.00	
	SF	P.C.C. Drive Approach (16' Wide)	$ 8.00	
	EA.	Handicapped Access Ramp	$ 1,500.00	
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 8.00	$ -
	S.F.	Join Existing Pavement (Grind & Overlay Exist. A.C.)	$ 4.00	$ -
				$ -
				$ -
				$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Street Name Sign	$ 250.00	
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 40.00	$ -
	L.F.	Barricades	$ 28.00	
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (1`/2 Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 12.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
	EA.	Street Lights (including conduit)	$ 5,000.00	$ -
	EA.	Street Trees (15 gallon)	$ 150.00	
	EA.	Remove Existing Concrete Bulkhead	$ 500.00	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 500.00	$ -
	EA.	Under Sidewalk Drain	$ 1,800.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
	EA.	Gutter Depression for Curb Opening Catch Basin Case B	$ 1,500.00	
	EA.	Gutter Depression for Curb Opening Catch Basin Case C	$ 1,500.00	
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
	EA.	"STOP" Pavement Marking	$ 200.00	
	EA.	Limit Line	$ 75.00	
	EA.	R1 "STOP SIGN"	$ 250.00	
	EA.	W14-1 "DEAD END" Sign	$ 250.00	$ -
	EA.	S4-5 "SCHOOL ZONE AHEAD" sign	$ 250.00	$ -
	EA.	SR4-1(CA) "SCHOOL ZONE" sign	$ 250.00	$ -

SUBTOTAL = $ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 35.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 50.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 45.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 65.00	$ -
190	L.F.	18" R.C.P.	$ 60.00	$ 11,400
502	L.F.	24" R.C.P.	$ 70.00	$ 35,140
667	L.F.	30" R.C.P.	$ 80.00	$ 53,360
	L.F.	36" R.C.P.	$ 90.00	$ -
	L.F.	42" R.C.P.	$ 100.00	$ -
	L.F.	48 " RCP	$ 110.00	$ -
	L.F.	54" RCP	$ 135.00	$ -
	L.F.	60" RCP	$ 160.00	$ -
	L.F.	72" RCP	$ 200.00	$ -
	L.F.		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 400.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
5	EA.	Concrete Collar	$ 250.00	$ 1,250
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.	Concrete Pipe Anchor & Stabilizer	$ 250.00	$ -
	L.F.	12" HDPE. Pipe	$ 31.00	$ -
	EA.	12" HDPE Misc. Fittings (Bend, coupling & end cap)	$ 320.00	$ -

SUBTOTAL = $ 101,150.00

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 115.00	$ -
	EA.	Catch Basin W = 4'	$ 1,700.00	$ -
	EA.	Catch Basin W = 7'	$ 3,000.00	$ -
2	EA.	Catch Basin W = 10'	$ 4,000.00	$ 8,000
4	EA.	Catch Basin W = 14'	$ 5,500.00	$ 22,000
2	EA.	Catch Basin W = 21'	$ 9,000.00	$ 18,000
	EA.	Type IX Inlet	$ 2,500.00	$ -
	EA.	Type X Inlet	$ 2,500.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
1	EA.	Junction Structure No. 2	$ 2,500.00	$ 2,500
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 2,000.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
4	EA.	Manhole No. 1	$ 2,700.00	$ 10,800
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 150.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 400.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 500.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 10,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 25.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 5,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,000.00	$ -
	L.F.	Catch Basin Trash Rack	$ 25.00	$ -
				$ -
				$ -
				$ -
				$ -
			SUBTOTAL =	$ 61,300

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 29-Oct-21

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 2,500.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 4.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 162,450
B.	Contingency (15%)	$ 24,368
C.	Streets/Drainage Total (A + B)	$ 186,818

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Storm Drain Improvement Plans - Tract No. 31462-26 (PA 18-77 Lots) DATE: 10/29/2021

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" PVC. (111 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" PVC	$ 30.00	$ -
	L.F.	8" V.C.P. Extra Strength (C-700)	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
	EA.	Standard or Terminus Manholes	$ 2,500.00	$ -
	EA.	Modified 5' Manholes	$ 3,000.00	$ -
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 25.00	$ -
	EA.	Chimneys	$ 300.00	$ -
	EA.	Adjust M.H. to grade	$ 340.00	$ -
	L.F.	Concrete Encasement	$ 20.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 36.00	$ -
	EA.	Sewer Lift Station		$ -
	EA.	Backflow prevention device	$ 250.00	$ -
	EA.	8" P.V.C. Misc. Fittings & Plugs	$ 190.00	$ -
	EA.	Remove 8" P.V.C End Cap/Plug	$ 190.00	$ -

A. Subtotal $ -

B. Contingency (15% x A) $ -

C. Sewer Total (A + B) $ -

****

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-26

GENERAL NOTES:

1. THIS PLAN SUPERSEDES ALL OTHER PLANS PREVIOUSLY APPROVED BY THE CITY OF BEAUMONT REGARDING IMPROVEMENTS SHOWN ON THIS SET OF PLANS.

2. APPROVAL OF THIS PLAN DOES NOT LESSEN OR WAIVE ANY PORTION OF THE BEAUMONT MUNICIPAL CODE, RESOLUTION OF CONDITIONAL APPROVAL, CITY STANDARDS OR OTHER ADDITIONAL DOCUMENTS LISTED HEREIN AS THEY MAY PERTAIN TO THIS PROJECT. THE ENGINEER IN RESPONSIBLE CHARGE SHALL REVISE THESE PLANS WHEN NON-CONFORMANCE IS DISCOVERED.

3. CITY APPROVAL OF PLANS DOES NOT RELIEVE THE DEVELOPER OR ENGINEER-OF-WORK FROM RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. ALL PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

4. A RIGHT-OF-WAY PERMIT FROM THE BUILDING & SAFETY DEPARTMENT WILL BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT OF WAY. PRIOR TO PERMIT ISSUANCE, A CERTIFICATE OF INSURANCE MUST BE FILED NAMING THE CITY OF BEAUMONT AS AN ADDITIONAL INSURED ON THE PERMITTEE'S POLICY IN THE MINIMUM AMOUNT OF $1,000,000.00 FOR EACH OCCURRENCE OF LIABILITY. THE INSURANCE COMPANY WRITING THE POLICY MUST HAVE A RATING OF "A-" OR BETTER AND A SIZE CATEGORY OF CLASS VII OR BETTER AS ESTABLISHED BY "BESTS" KEY RATING GUIDE.

5. NO WORK SHALL BE COMMENCED UNTIL ALL PERMITS HAVE BEEN OBTAINED FROM THE CITY AND OTHER APPROPRIATE AGENCIES.

6. REVISION OF THESE PLANS MAY BE REQUIRED IF THE PROPOSED IMPROVEMENTS ARE NOT CONSTRUCTED PRIOR TO THE DEADLINE DATE OF THE IMPROVEMENT AGREEMENT.

7. NO REVISIONS WILL BE MADE TO THESE PLANS WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER, NOTED WITHIN THE REVISION BLOCK, ON THE APPROPRIATE SHEET OF THE PLANS AND TITLE SHEET.

8. ORIGINAL DRAWINGS SHALL BECOME THE PROPERTY OF THE CITY UPON BEING SIGNED BY THE CITY ENGINEER.

9. THE ORIGINAL DRAWING SHALL BE REVISED TO REFLECT AS-BUILT CONDITIONS BY THE ENGINEER-OF-WORK PRIOR TO FINAL ACCEPTANCE OF THE WORK BY THE CITY.

10. ACCESS FOR FIRE AND OTHER EMERGENCY VEHICLES SHALL BE MAINTAINED TO THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION.

11. WHERE TRENCHES ARE WITHIN CITY EASEMENTS, A SOILS REPORT COMPRISED OF:
    A. SUMMARY SHEET
    B. LABORATORY WORK SHEETS
    C. COMPACTION CURVES, SHALL BE SUBMITTED BY A PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA, PRINCIPALLY DOING BUSINESS IN THE FIELD OF APPLIED SOILS MECHANICS. THE SOILS REPORT WILL BE SUBMITTED TO THE CITY ENGINEERING INSPECTOR WITHIN TWO WORKING DAYS OF COMPLETION OF FIELD TESTS. THE WRITTEN FIELD COMPACTION REPORT(S) SHALL BE IMMEDIATELY SUBMITTED TO THE CITY ENGINEERING INSPECTOR UPON COMPLETION OF THE FIELD TESTS.

12. A PRECONSTRUCTION MEETING SHALL BE HELD AT THE SITE PRIOR TO THE BEGINNING OF WORK AND SHALL BE ATTENDED BY ALL REPRESENTATIVES RESPONSIBLE FOR CONSTRUCTION, INSPECTION, SUPERVISION, TESTING AND ALL OTHER ASPECTS OF THE WORK. THE CONTRACTOR SHALL SCHEDULE THE MEETING BY CALLING THE INSPECTION LINE AT (951) 572-3224 AT LEAST FIVE (5) WORKING DAYS PRIOR TO STARTING CONSTRUCTION. APPROVED DRAWINGS MUST BE AVAILABLE PRIOR TO SCHEDULING.

13. ALL INSPECTION REQUESTS OTHER THAN FOR THE PRECONSTRUCTION MEETING WILL BE MADE BY CALLING THE BUILDING AND SAFETY INSPECTION REQUEST LINE AT (951) 572-3224. INSPECTION REQUESTS MUST BE RECEIVED PRIOR TO 2:00 P.M. ON THE DAY BEFORE THE INSPECTION IS NEEDED. INSPECTIONS WILL BE MADE THE NEXT WORK DAY UNLESS YOU REQUEST OTHERWISE. REQUESTS MADE AFTER 2:00 P.M. WILL BE SCHEDULED FOR TWO FULL WORK DAYS LATER.

14. THE OWNER AND/OR APPLICANT THROUGH THE DEVELOPER AND/OR CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

15. THE CONTRACTOR SHALL CONFORM TO LABOR CODE SECTION 6705 BY SUBMITTING A DETAIL PLAN TO THE CITY ENGINEER AND/OR CONCERNED AGENCY SHOWING THE DESIGN OF SHORING, BRACING SLOPE OR OTHER PROVISIONS TO BE MADE OF WORKER PROTECTION FROM THE HAZARD OF CAVING GROUND DURING THE EXCAVATION OF SUCH TRENCH OR TRENCHES OR DURING THE PIPE INSTALLATION THEREIN. THIS PLAN MUST BE PREPARED FOR ALL TRENCHES FIVE FEET (5') OR MORE IN DEPTH AND APPROVED BY THE CITY ENGINEER AND/OR CONCERNED AGENCY PRIOR TO EXCAVATION. IF THE PLAN VARIES FROM THE SHORING SYSTEM STANDARDS ESTABLISHED BY THE CONSTRUCTION SAFETY ORDERS, TITLE 8 CALIFORNIA ADMINISTRATIVE CODE, THE PLAN SHALL BE PREPARED BY A REGISTERED ENGINEER AT THE CONTRACTORS EXPENSE. A COPY OF THE OSHA EXCAVATION PERMIT MUST BE SUBMITTED TO THE INSPECTOR PRIOR TO EXCAVATION.

16. IF ANY ARCHAEOLOGICAL RESOURCES ARE DISCOVERED WITHIN ANY WORK ZONE DURING CONSTRUCTION, OPERATIONS WILL CEASE IMMEDIATELY, AND THE PERMITTEE WILL NOTIFY THE CITY ENGINEER. OPERATIONS WILL NOT RESTART UNTIL THE PERMITTEE HAS RECEIVED WRITTEN AUTHORITY FROM THE CITY ENGINEER TO DO SO.

17. ALL OPERATIONS CONDUCTED ON THE SITE OR ADJACENT THERETO SHALL ADHERE TO THE NOISE ORDINANCE SET FORTH BY THE CITY MUNICIPAL CODE. ALL OPERATIONS SHALL BE LIMITED BY THE NOISE ORDINANCE TO THE LEVEL OF DECIBELS SPECIFIED FOR THE AREA AND TIME PERIOD. CONSTRUCTION ACTIVITIES WILL BE LIMITED TO THE PERIOD BETWEEN 7:00 A.M. AND 6:00 P.M. EACH DAY MONDAY THROUGH FRIDAY, UNLESS OTHERWISE PERMITTED.

18. ALL OFF-SITE HAUL ROUTES SHALL BE SUBMITTED BY THE CONTRACTOR TO THE CITY ENGINEER FOR APPROVAL TWO FULL WORKING DAYS PRIOR TO BEGINNING OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DEBRIS OR DAMAGE OCCURRING ALONG THE HAUL ROUTE OR ADJACENT STREETS AS A RESULT OF THE GRADING OPERATION.

19. NO BLASTING SHALL BE COMMENCED WITHOUT A CITY ENGINEER APPROVED BLASTING PROGRAM AND BLASTING PERMIT.

20. THE EXISTENCE AND LOCATION OF UTILITY STRUCTURES AND FACILITIES SHOWN ON THE CONSTRUCTION PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. ATTENTION IS CALLED TO THE POSSIBLE EXISTENCE OF OTHER UTILITY FACILITIES OR STRUCTURES NOT SHOWN OR IN A LOCATION DIFFERENT FROM THAT SHOWN ON THE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN ON THE PLANS AND ANY OTHER EXISTING FACILITIES OR STRUCTURES NOT SHOWN.

21. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES (ABOVEGROUND AND UNDERGROUND) WITHIN THE PROJECT SITE SUFFICIENTLY AHEAD OF THE CONSTRUCTION TO PERMIT THE REVISIONS OF THE CONSTRUCTION PLANS IF IT IS FOUND THAT THE ACTUAL LOCATIONS ARE IN CONFLICT WITH THE PROPOSED WORK.

22. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES (SEE BELOW) AT LEAST TWO FULL WORKING DAYS PRIOR TO STARTING CONSTRUCTION NEAR THEIR FACILITIES AND SHALL COORDINATE WORK WITH A COMPANY REPRESENTATIVE.

UNDERGROUND SERVICE ALERT	(800) 422-4133
SOUTHERN CALIFORNIA EDISON	(800) 409-2365
AT&T	(800) 892-0123
TIME WARNER CABLE	(760) 340-2225
COX COMMUNICATIONS	(888) 423-3913

23. IN ACCORDANCE THE CITY STORM WATER STANDARDS ALL STORM DRAIN INLETS CONSTRUCTED BY THIS PLAN SHALL INCLUDE "STENCILS" BE ADDED TO PROHIBIT WASTE DISCHARGE DOWNSTREAM. STENCILS SHALL BE ADDED TO THE SATISFACTION OF THE CITY ENGINEER.

STORM DRAIN NOTES:

1. THE CONTRACTOR SHALL CONSTRUCT THE DRAINAGE IMPROVEMENT SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGN MANUAL STANDARD DRAWINGS, RECENT EDITION, AND IN CONFORMANCE WITH THE REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN.
2. THE CONTRACTOR IS REQUIRED TO CONTACT ALL UTILITY AGENCIES REGARDING TEMPORARY SUPPORT AND SHORING REQUIREMENTS FOR THE VARIOUS UTILITIES SHOWN IN THE PLANS.
3. CONSTRUCTION INSPECTION WILL BE PERFORMED BY CITY OF BEAUMONT. CONTACT (951) 769-8520. THE CITY MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
4. ALL STATIONING REFERS TO THE CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
5. STATIONING FOR LATERALS AND CONNECTOR PIPE REFER TO THE CENTERLINE-CENTERLINE-INTERSECTION STATION.
6. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1-800-227-2600.
7. ALL CROSS SECTIONS ARE TAKEN LOOKING UPSTREAM.
8. ELEVATIONS AND LOCATIONS OF UTILITIES SHOWN ARE APPROXIMATE UNLESS OTHERWISE NOTED. ALL UTILITIES SHOWN ARE TO BE PROTECTED IN PLACE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6 INCHES OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. PIPE BEDDING SHALL CONFORM TO R.C.F.C. & W.C.D. STD. DWG. M 815
12. "V" IS THE DEPTH OF INLET AT THE CATCH BASINS MEASURED FROM THE TOP OF THE CURB TO THE INVERT OF CONNECTOR PIPE.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND PER LATEST COUNTY STANDARD AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED. FOR PAVEMENT OVERLAY, 0.10' MIN. FOR FULL LANE WIDTH IS REQUIRED.
14. HYDRAULIC GRADE LINES SHOWN IN PROFILES ARE FOR 100 YEAR FREQUENCY FLOWS, UNLESS OTHERWISE NOTED.
15. THE CONTRACTOR SHALL COMPLY WITH THE STATE AND LOCAL SAFETY CODES DURING THE PROGRESS OF WORK.
16. THE CONTRACTOR SHALL MAINTAIN ADJACENT STREETS IN A NEAT, SAFE, CLEAN AND SANITARY CONDITION AT ALL TIMES AND TO THE SATISFACTION OF THE COUNTY'S OR DISTRICT'S INSPECTOR. THE ADJACENT STREETS SHALL BE KEPT CLEAN OF DEBRIS, WITH DUST AND OTHER NUISANCE BEING CONTROLLED AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR ANY CLEAN UP ON ADJACENT STREETS AFFECTED BY HIS CONSTRUCTION. METHOD OF STREET CLEANING SHALL BE DRY SWEEPING OF ALL PAVED AREAS.
17. THE CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CITY OF BEAUMONT, AND THE DEVELOPER'S ENGINEER, HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNERS OR THE DEVELOPER'S ENGINEER.
18. ALL PIPE LENGTHS ARE HORIZONTAL PROJECTIONS (NOT TRUE LENGTHS OF PIPE) AND ARE THE BASIS OF THE ESTIMATES OF QUANTITIES. THE CONTRACTOR SHALL DETERMINE THE TRUE QUANTITY OF PIPE REQUIRED FOR THIS PROJECT PRIOR TO PLACING THE ORDER.
19. ALL ELEVATIONS SHOWN ARE TO THE INVERTS OF PIPE, EXCEPT WHERE OTHERWISE NOTED.
20. AT THE DISCRETION OF THE ENGINEER AND THE CITY OF BEAUMONT, THE CONTRACTOR MAY BE REQUIRED TO VERIFY, BY POTHOLING, THE LOCATION OF POTENTIALLY AFFECTED UTILITIES.
21. CONTRACTOR SHALL DISPOSE OF ALL EXCESS EXCAVATED MATERIAL AT MANDATORY DISPOSAL SITE.
22. ALL BACKFILL AND BEDDING AROUND STRUCTURES AND PIPES SHALL BE COMPACTED TO NOT LESS THAN 90 PERCENT RELATIVE COMPACTION EXCEPT WHERE SUCH MATERIAL IS PLACED UNDER EXISTING PAVED ROADWAYS. THE TOP 3 FEET, MEASURED FROM THE FINISH PAVING, SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION.
23. ALL SURVEY MONUMENTS SHALL BE REPLACED AS REQUIRED. MONUMENTS SHALL BE TIED OUT PRIOR TO CONSTRUCTION AND REPLACED UPON COMPLETION OF CONSTRUCTION.
24. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER OR CONTRACTOR TO APPLY TO THE DIRECTOR OF PUBLIC WORKS, CITY OF BEAUMONT FOR AN ENCROACHMENT PERMIT FOR ALL WORK PERFORMED WITHIN PUBLIC RIGHT-OF-WAY, DEDICATED AND ACCEPTED FOR PUBLIC USE; AND TO BE RESPONSIBLE FOR SATISFACTORY COMPLIANCE FOR ALL CURRENT ENVIRONMENTAL REGULATIONS DURING THE LIFE OF CONSTRUCTION ACTIVITIES FOR THIS PROJECT. ADDITIONAL STUDIES AND/OR PERMITS MAY BE REQUIRED.
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA, AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITTEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
26. ALL UNDERGROUND FACILITIES WITH LATERALS SHALL BE IN PLACE PRIOR TO PAVING THE STREET, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: SEWER, WATER, ELECTRIC, STORM DRAINS.
27. IT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OR CONTRACTOR TO INSTALL AND MAINTAIN DURING CONSTRUCTION, REGULATORY GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND ACCEPTANCE OF THE PROJECT BY THE CITY OF BEAUMONT.
28. CONSTRUCTION PROJECTS THAT DISTURB MORE THAN ONE ACRE MUST OBTAIN A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT. OWNER/DEVELOPERS ARE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND COMPLY WITH ALL REQUIREMENTS OF THE BEAUMONT DRAINAGE MANAGEMENT PLAN. BEAUMONT IS CO-PERMITTEE WITH R.C.F.C. & W.C.D.
29. ALL STORM DRAINS, CATCH BASINS, AND STORM WATER RUNOFF STRUCTURES WILL BE PROVIDED WITH ADEQUATE CAPABILITIES TO FILTER AND RETAIN SEDIMENT AND DIRT, OIL, AND GREASE, TO PREVENT POLLUTION IN STORM WATER RUNOFF IN COMPLIANCE WITH THE CITY OF BEAUMONT'S BEST MANAGEMENT PRACTICES AND THE BEAUMONT DRAINAGE MASTER PLAN FOR STORM WATER AS WELL AS BEST MANAGEMENT PRACTICES IDENTIFIED IN THE CURRENT REPORT OF WASTE DISCHARGE FOR RIVERSIDE COUNTY PERMITTEES.
30. DEVELOPER SHALL BE FULLY RESPONSIBLE IN ASSURING THAT PROPOSED IMPROVEMENTS CONFORM TO THE APPROVED PLANS, SPECIFICATIONS AND CITY OF BEAUMONT STANDARDS. WHERE DEVIATIONS EXIST, DEVELOPER SHALL PROPOSE CORRECTIVE MEASURES FOR REVIEW AND APPROVAL BY THE CITY.

ALTERNATIVE PIPE MATERIALS NOTE:

THE USE OF CORRUGATED HDPE AS AN ACCEPTABLE ALTERNATIVE PIPE MATERIALS FOR STORM WATER DRAINAGE FACILITIES IS PERMITTED SO LONG AS THE DESIGN, PIPE MATERIAL SPECIFICATION AND INSTALLATION FOLLOW RIVERSIDE COUNTY ORDINANCE 461. THE MINIMUM ALLOWABLE PIPE COVER IS 6-FEET AND THE MAXIMUM PIPE COVER IS 20-FEET.

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR(S):

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISE THE PLANS FOR APPROVAL BY THE CITY.

NOTES:

1. APPROVAL OF THESE PLANS APPLY ONLY WITHIN THE JURISDICTION OF THE CITY OF BEAUMONT
2. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED AND APPROVED BY THE PUBLIC WORKS DEPARTMENT.
3. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
4. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN ALL EASEMENTS AND ROAD RIGHTS OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPT. OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.

OWNER/DEVELOPER:

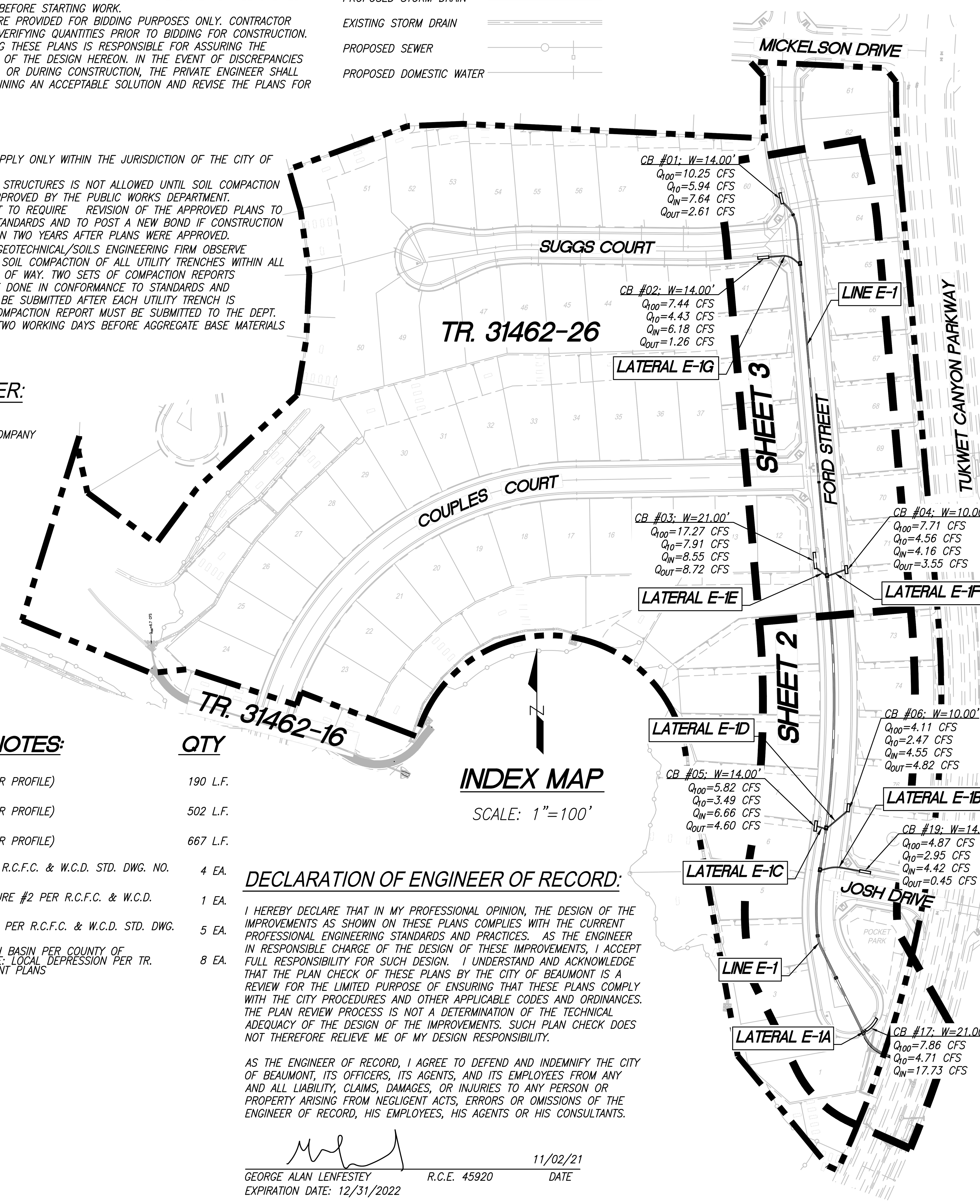
SDC FAIRWAY CANYON, LLC
A DELAWARE LIMITED LIABILITY COMPANY
2392 MORSE AVENUE
IRVINE, CA 92614
PHONE: 951-241-8403
CONTACT: CHERRYL THOMPSON

CONSTRUCTION NOTES:

	CONSTRUCTION NOTES	QTY
1	INSTALL 18" RCP (D-LOAD PER PROFILE)	190 L.F.
2	INSTALL 24" RCP (D-LOAD PER PROFILE)	502 L.F.
3	INSTALL 30" RCP (D-LOAD PER PROFILE)	667 L.F.
4	CONSTRUCT MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251	4 EA.
5	CONSTRUCT JUNCTION STRUCTURE #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS227	1 EA.
6	CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803	5 EA.
7	CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462-26 STREET IMPROVEMENT PLANS	8 EA.

LEGEND:

TRACT BOUNDARY
RIGHT-OF-WAY
STREET CENTERLINE
CURB & GUTTER CATCH BASIN
PROPOSED STORM DRAIN
EXISTING STORM DRAIN
PROPOSED SEWER
PROPOSED DOMESTIC WATER



INDEX MAP

SCALE: 1"=100'

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

GEORGE ALAN LENFESTEY R.C.E. 45920 11/02/21 DATE
EXPIRATION DATE: 12/31/2022

LEGAL DESCRIPTION:

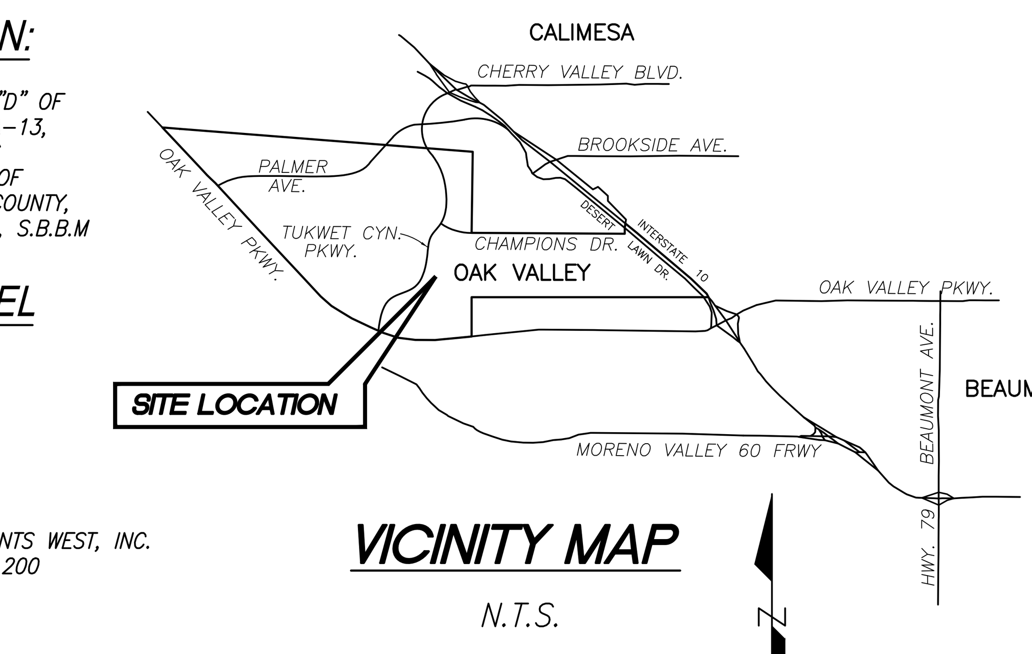
BEING A SUBDIVISION OF PARCEL "D" OF LOT LINE ADJUSTMENT NO. 04-LLA-13, RECORDED OCTOBER 19, 2004, AS INSTRUMENT NO. 2004-0826803, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYRING WITH 36, T. 2 S., R. 2 W., S.B.B.M

ASSESSOR'S PARCEL NUMBER:

413-790-020

PREPARED BY:

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVENUE, SUITE 200
MURRIETA, CA 92562
PHONE: 951-200-6840



VICINITY MAP

N.T.S.

*RCP NOTE:

1. THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2" OVER THE REINFORCING WHEN THE DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE f'c = 5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND f'c = 6,000 PSI FOR VELOCITIES EXCEEDING 30 FPS.

2. JOINTS FOR REINFORCED CONCRETE PIPES UNDER PRESSURE FLOW CONDITIONS SHALL BE WATERTIGHT IN CONFORMANCE WITH ASTM C443.

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND STANDARD DRAWINGS LISTED BELOW:

STANDARD SPECIFICATIONS
1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION)
2. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, "MUTCD" (MOST CURRENT CITY ADOPTED VERSION)
3. WORK AREA TRAFFIC CONTROL HANDBOOK, "WATER" (MOST CURRENT CITY ADOPTED VERSION)
4. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS LATEST EDITION

STANDARD DRAWINGS
1. RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, "RCTD", ORDINANCE NO. 461.
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS LATEST EDITION

ABBREVIATIONS:

BC	BEGIN CURVE
BEG	BEGIN
BOP	BOTTOM OF PIPE
CFS	CUBIC FEET PER SECOND
℄	CENTERLINE
C	CURVE
D	DEAD LOAD
DIP	DUCTILE IRON PIPE
EC	END CURVE
EDB	EXTENDED DETENTION BASIN
FL	FLOWLINE
FPS	FEET PER SECOND
GB	GRADE BREAK
HGL	HYDRAULIC GRADE LINE
INF	INFRASTRUCTURE
INT	INTERSECTION
INV	INVERT
JS	JUNCTION STRUCTURE
L	LINE
LAT	LATERAL
LF	LINEAR FEET
MH	MANHOLE
NO	NUMBER
PCC	PONT OF COMPOUND CURVE
PRC	POINT OF REVERSE CURVE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
S	SLOPE
SD	STORM DRAIN
SWR	SEWER
TOP	TOP OF PIPE
TR	TRACT
WTR	WATER

MAINTENANCE NOTE:

ALL STORM DRAIN FACILITIES PROPOSED ON THIS PLAN ARE MAINTAINED BY THE CITY OF BEAUMONT UNLESS OTHERWISE NOTED ON STORM DRAIN PROFILE.

DOWNSTREAM FACILITIES NOTE:

PROJECT IS REQUIRED TO CONSTRUCT DOWNSTREAM FACILITIES IF NOT CONSTRUCTED AT TIME OF CONNECTION.

INDEX OF SHEETS:

SHEET NO.	DESCRIPTION
1	TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES
2	LINE E-1 STA. 10+50.58 TO 16+50.00, LATERALS E-1A, E-1B, E-1C, & E-1D
3	LINE E-1 STA. 16+50.00 TO 22+13.91, LATERALS E-1E, E-1F, & E-1G

DIGALERT
DIAL TOLL FREE 8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 11/02/21 DATE
R.C.E. 45920 EXP. 12-31-2022

SEAL
REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

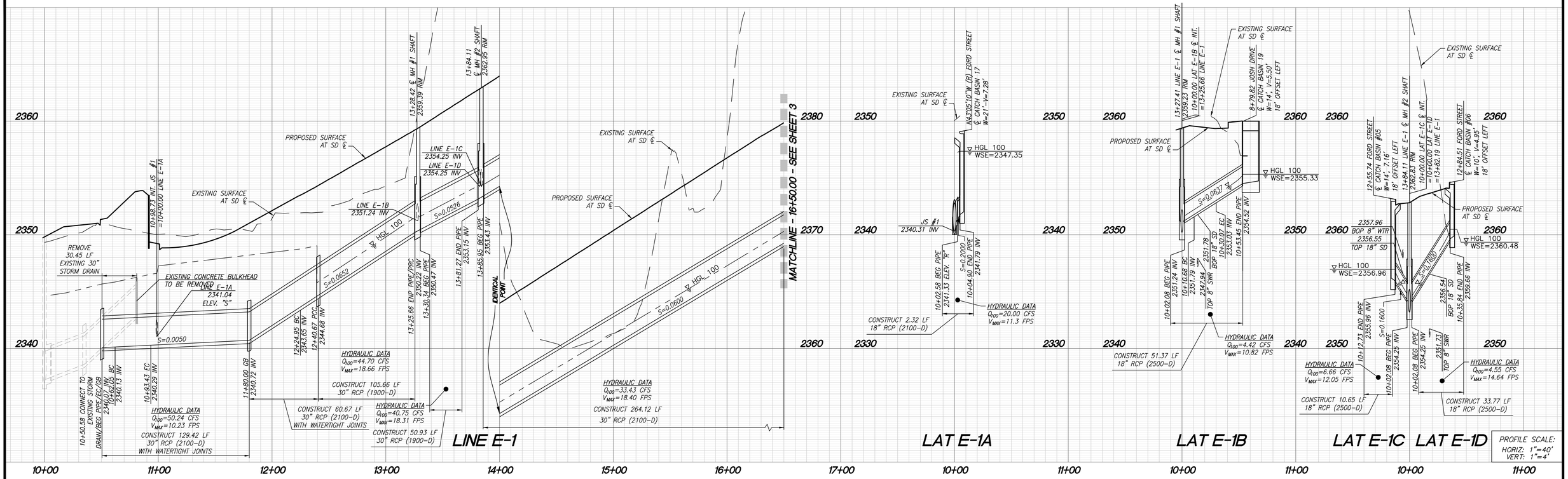
DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 11/02/21
JOB NUMBER: 06.002.000

Reviewed By: STAFF ENGINEER Date: 12/9/2021
Recommended for Approval By: Date: 12/9/2021
Approved By: CITY ENGINEER Date: 12/17/2021
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-26
TITLE SHEET, INDEX MAP, LEGEND, NOTES & QUANTITIES
FOR: ARGENT MANAGEMENT

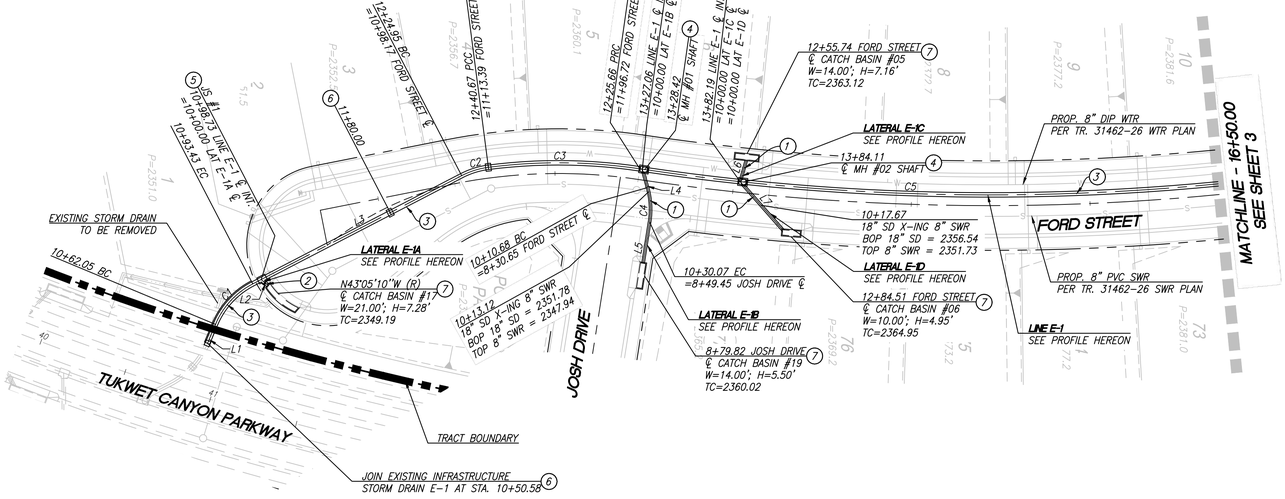
SHEET 1 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3395

DWG: N:\06.002.000\Drawings\PA-18\Drawings\Storm Drain Improvements\Tr. 31462-26\SD-SHT 01.dwg By: alexj Plotted: Nov 02, 2021 - 11:58am



JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D_1	D_2	ELEV R	ELEV S
JS #1	LINE E-1	LAT. E-1A	JS NO. 2	67"	24"	3.0'	30"	30"		
MH #1	LINE E-1	LAT. E-1B	MH NO. 1	55'	18"	--	30"	30"	2350.81	2350.79
MH #2	LINE E-1	LAT. E-1C	MH NO. 1	80'	18"	--	30"	30"	2354.25	2354.08
MH #2	LINE E-1	LAT. E-1D	MH NO. 1	43'	18"	--	30"	30"	2354.25	2354.08

LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	39°57'24"	45.00'	31.38'	16.36'
C2	20°00'53"	45.00'	15.72'	7.94'
C3	15°54'53"	306.00'	85.00'	42.77'
C4	24°41'44"	45.00'	19.40'	9.85'
C5	14°05'58"	1318.00'	324.34'	162.99'
L1	N66°08'08"W	–	11.47'	–
L2	N41°14'28"E	–	4.90'	–
L3	N26°10'44"W	–	131.52'	–
L4	N75°28'24"E	–	10.68'	–
L5	N79°49'51"W	–	23.37'	–
L6	N72°44'55"W	–	12.73'	–
L7	N49°47'16"E	–	35.84'	–



CONSTRUCTION NOTES:

1. INSTALL 18" RCP (D-LOAD PER PROFILE)
2. INSTALL 24" RCP (D-LOAD PER PROFILE)
3. INSTALL 30" RCP (D-LOAD PER PROFILE)
4. CONSTRUCT MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
5. CONSTRUCT JUNCTION STRUCTURE #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. JS227
6. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. M803
7. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462-26 STREET IMPROVEMENT PLANS

N

40' 0 40' 80' 120'
SCALE: 1"=40'

LINE E-1

DIGALERT
DIAL TOLL FREE 8-1-1 AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
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DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. SUITE 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY
R.C.E. 45920 EXP. 12-31-2022
11/02/21
DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 11/02/21
JOB NUMBER: 06.002.000

Reviewed By: _____ STAFF ENGINEER Date: 12/9/2021
Recommended for Approval By: _____ Date: 12/9/2021
Approved By: _____ CITY ENGINEER Date: 12/17/2021

City of Beaumont, Public Works Department
Engineering Division

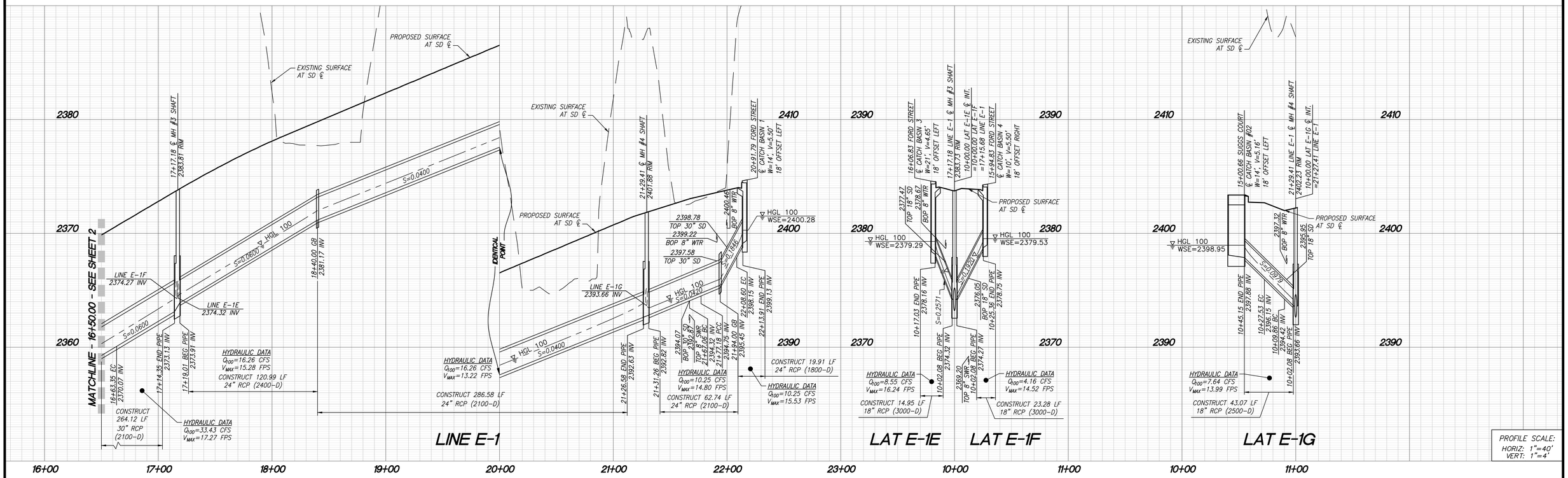
CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-26

LINE E-1 STA. 10+50.58 TO 16+50.00, LATERALS E-1A, E-1B, E-1C, & E-1D

FOR: ARGENT MANAGEMENT

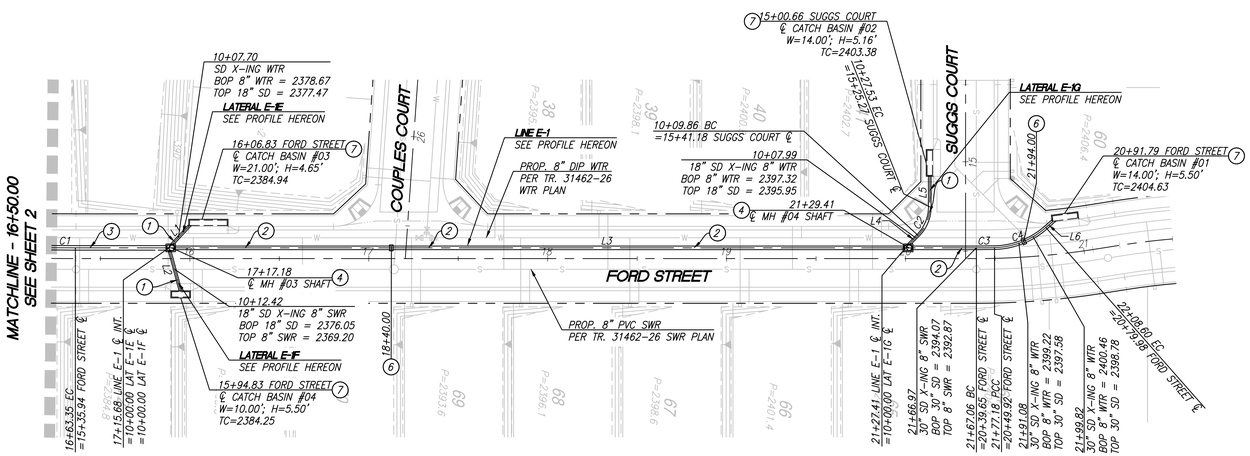
SHEET 2 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3395

DWG: N:\06.002.000\Drawings\PA-18\Drawings\Storm Drain Improvements\Tr. 31462-26\S3-SHT 02 & 03.dwg
Plotted: Nov 02, 2021 - 11:59am By: dlevj



JUNCTION STRUCTURE DATA TABLE										
JUNCTION ID	MAIN LINE	LATERAL	STRUCTURE TYPE	A	B	C	D_1	D_2	ELEV R	ELEV S
MH #3	LINE E-1	LAT. E-1E	MH NO. 1	47"	18"	--	30"	30"	2374.32	2373.97
MH #3	LINE E-1	LAT. E-1F	MH NO. 1	75'	18"	--	30"	30"	2374.27	2374.07
MH #4	LINE E-1	LAT. E-1G	MH NO. 1	45'	18"	--	30"	30"	2393.66	2393.57

LINE & CURVE DATA				
	BEARING/DELTA	RADIUS	LENGTH	TANGENT
C1	0°34'49"	1318.00'	13.35'	6.67'
C2	45°00'00"	22.50'	17.67'	9.32'
C3	1°24'01"	414.00'	10.12'	5.06'
C4	40°00'04"	45.00'	31.42'	16.38'
L1	N52°09'32"W	–	17.03'	–
L2	N70°04'16"E	–	25.36'	–
L3	N4°55'44"W	–	503.71'	–
L4	N49°55'44"W	–	9.86'	–
L5	N85°04'16"E	–	17.62'	–
L6	N46°19'49"W	–	5.32'	–



CONSTRUCTION NOTES:

1. INSTALL 18" RCP (D-LOAD PER PROFILE)
2. INSTALL 24" RCP (D-LOAD PER PROFILE)
3. INSTALL 30" RCP (D-LOAD PER PROFILE)
4. CONSTRUCT MANHOLE #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. MH251
6. CONSTRUCT CONCRETE COLLAR PER R.C.F.C. & W.C.D. STD. DWG. NO. MB03
7. CONSTRUCT CURB INLET CATCH BASIN PER COUNTY OF RIVERSIDE STD. NO. 300. NOTE: LOCAL DEPRESSION PER TR. 31462-26 STREET IMPROVEMENT PLANS

N

40' 0 40' 80' 120'
SCALE: 1"=40'

DIGALERT
DIAL TOLL FREE
8-1-1
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
DESCRIPTION: USGS MONUMENT "REST" BENCHMARK DISK SET IN TOP OF CONCRETE MONUMENT STAMPED "REST 1972" ON DESERT LAWN DRIVE ACROSS THE DRIVE FROM DESERT LAWN CEMETERY 25.3 FT. N.E. OF THE DRIVE CENTERLINE 24.9 FT. S.W. OF THE S.W. EDGE OF THE SOUTH EASTBOUND LANES OF INTERSTATE HIGHWAY 10
ELEV. 2491.44, NGVD 29

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PROACTIVE ENGINEERING CONSULTANTS WEST, INC.
25109 JEFFERSON AVE. Suite 200
MURRIETA, CA 92562
951-200-6840
PROACTIVE ENGINEERING WEST
GEORGE ALAN LENFESTEY 11/02/21
R.C.E. 45920 EXP. 12-31-2022 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER GEORGE ALAN LENFESTEY No. 45920 Exp. 12/31/22 CIVIL STATE OF CALIFORNIA

DESIGN BY: PEC
DRAWN BY: PEC
CHECKED BY: PEC
SCALE: AS NOTED
DATE: 11/02/21
JOB NUMBER: 06.002.000

Reviewed By: _____ Date: 12/9/2021
STAFF ENGINEER
Recommended for Approval By: _____ Date: 12/9/2021
Approved By: _____ Date: 12/17/2021
CITY ENGINEER
City of Beaumont, Public Works Department
Engineering Division

CITY OF BEAUMONT, CALIFORNIA
STORM DRAIN IMPROVEMENT PLANS
TRACT NO. 31462-26

LINE E-1 STA. 16+50.00 TO 22+13.91, LATERALS E-1E, E-1F, & E-1G

FOR: ARGENT MANAGEMENT

SHEET 3 OF 3 SHEETS
DRAWING NAME:
FILE NO.: 3395

DWG: N:\06.002.000\Drawings\PA-18\Drawings\Storm Drain Improvements\Tr. 31462-26\SD-SHT 02 & 03.dwg By: dtej Plotted: Nov 02, 2021 - 11:59am

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Robert L. Vestal, Assistant Public Works Director

DATE April 19, 2022

SUBJECT: **Authorize Staff to Issue a Bond Exoneration Letter for Performance and Payment Bonds, and Accept Maintenance Bonds**

Background and Analysis:

The City requires all developers to provide construction security for public improvements consisting of, but not limited to, street improvements, sewer improvements, storm drain improvements, and survey monumentation. After the improvements are constructed, City staff verifies that no liens have been filed, that the improvements are completed in accordance with the project's conditions of approval, design standards, and City requirements, and that all punch list items have been addressed. Once verified, City Council may exonerate the construction security and accept a one-year maintenance security.

During the one-year maintenance period, the developer maintains all associated improvements. After the one-year term has elapsed, the developer may petition the City Council to accept the improvements into the publicly maintained system and exonerate the maintenance security.

<u>Taylor Morrison, formerly RSI Communities</u>

The principal, Taylor Morrison, is requesting that the performance and payment bonds listed in table No. 1 be exonerated and that the City Council accept the corresponding maintenance bond for a period not less than one year.

City staff has verified that no liens have been filed, that the improvements were constructed in accordance with the project's conditions of approval, design standards, and City requirements, and that all punch list items had been addressed.

Table No. 1 – Summary of Bonds recommended to be exonerated.

Project	Performance Bond Number	Improvement	File Number	Maintenance Bond Number
Tract Map No. 27971-3	1001053556	Sewer	3108	1001053556-M
Tract Map No. 27971-2	1001053555	Sewer	3107	1001053555-M
Tract Map No. 27971-5	PB03010405608	Sewer	3109	PB03010405608-M
Tract Map No. 27971	1001053559	Force Main Sewer	3112	1001053559-M

Therefore, City staff recommends that City Council accept the maintenance bonds and authorize City staff to issue a bond exoneration letter for the performance and payment bonds.

Fiscal Impact:

The cost of preparing the staff report is estimated to be $350.

Recommended Action:

Authorize City staff to issue a Bond Exoneration Letter for Performance and Payment Bonds and Accept Maintenance Bonds for (Project / Bond Number / Improvement / Maintenance Bond Number):

- Tract Map No. 27971-3 / 1001053556 / Sewer / 1001053556-M,
- Tract Map No. 27971-2 / 1001053555 / Sewer / 1001053555-M,
- Tract Map No. 27971-5 / PB03010405608 / Sewer / PB03010405608-M, and
- Tract Map No. 27971 / 1001053559 / Force Main Sewer / 1001053559-M.

Attachments:

A. PW2021-0752 - Maintenance Bond 1001053556-M Package
B. PW2021-0755 - Maintenance Bond 1001053555-M Package
C. PW2021-0756 - Maintenance Bond PB03010405508-M Package
D. PW2021-0762 - Maintenance Bond 1001053559-M Package

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2021-0752
Receipt No. R01185153
Fee $ 3,484.43
Date Paid 9/17/21

BOND EXONERATION APPLICATION

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone 951-704-5503

2. Contact's Address 4695 MacArthur Ct 8th Floor Neport Beach , Ca 92660
City/State/Zip

5. Contact's E-mail dbolton@taylormorrison.com

3. Developer Name Taylor Morrison Phone_____
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
1001053556 PA3 Tr 27971-3 Sewer installation

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Daren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Darren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Darren Bolton 9-8-21

Print Name and Sign – Contact/Applicant Date

Bond No.: 1001053556-M

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities Heartland LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated August 2017, and identified as Olivewood, Tract 27971-3, Sewer Installation Improvements is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Eighty-Nine Thousand Six *Hundred Thirty-Eight & 76/100ths dollars ($ 89,638.76) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 11th DAY OF January 2022.

(Seal)

American Contractors Indemnity Company
SURETY

By: _____

Shane Wolf, Attorney-in-Fact

(Name)

(Address)

801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

By: _____

(Seal)

RSI Communities ~~Heartland~~ LLC
PRINCIPAL

By: _____

Kimberly Kraft
authorized signatory

(Name)

(Title)

(Address)

4695 MacArthur Court, 8th Floor

Newport Beach, CA 92660

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 1/17/2022 (Date) before me, Pamela Danile, Notary Public (Here Insert Name and Title of the Officer),

personally appeared _____ (Name(s) of Signer(s))

Kimberly Kraft,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PAMELA DANILE
Notary Public - California
Orange County
Commission # 2382196
My Comm. Expires Nov 8, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On January 11, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053556
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 1/11/22

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *******Fifty Million****** Dollars (***50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2239479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of January, 2022.

Corporate Seals

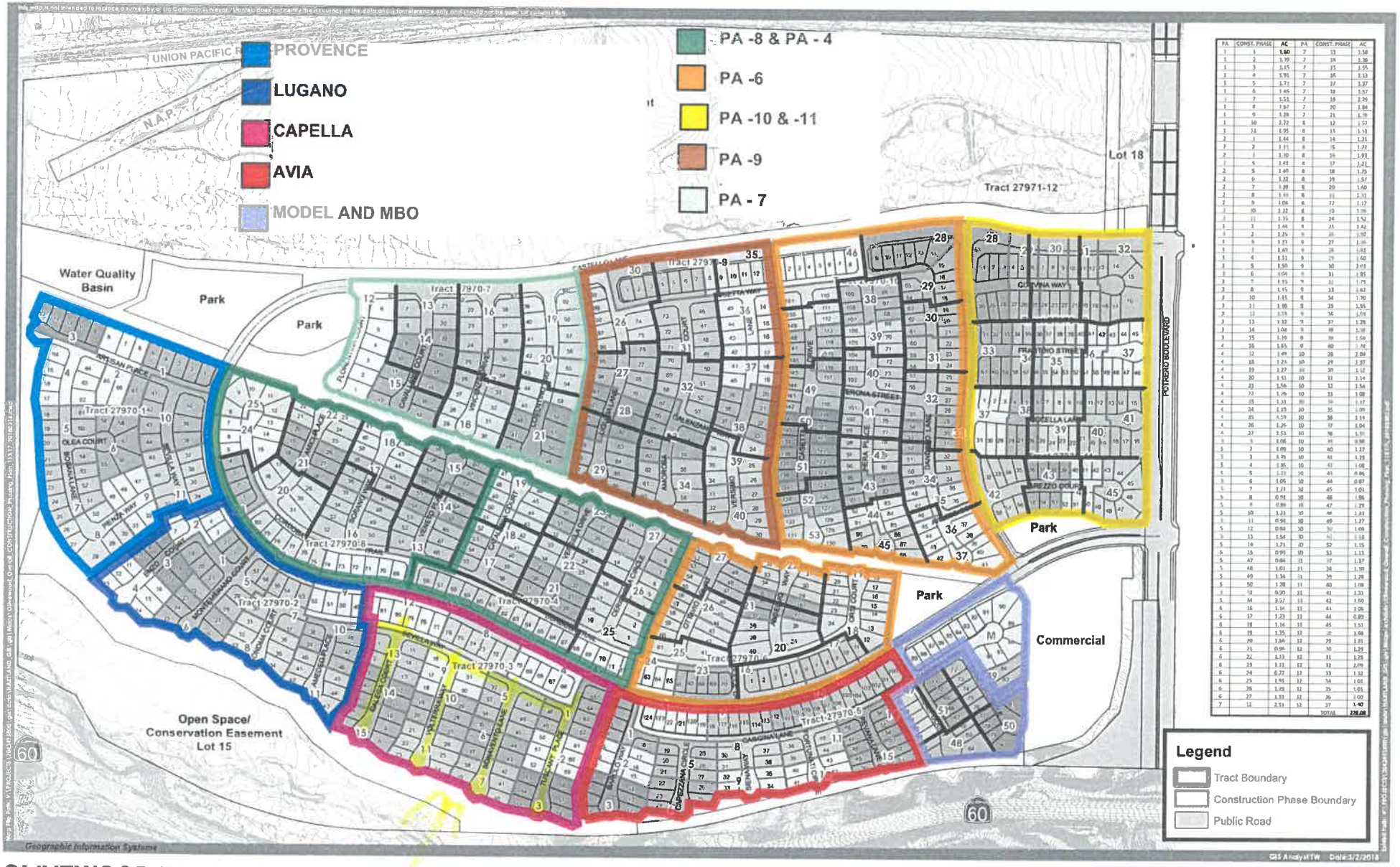
Bond No. 1001053556

Agency No. 14969

_____
Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information



PA	CONST. PHASE	AC	PA	CONST. PHASE	AC
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1	4	1.91	7	16	1.13
1	5	1.71	7	17	1.37
1	6	1.45	7	18	1.57
1	7	1.51	7	19	2.29
1	8	1.67	7	20	1.84
1	9	1.28	7	21	1.19
1	10	2.22	8	12	1.53
1	11	1.95	8	13	1.13
2	1	1.44	8	14	1.21
2	2	1.11	8	15	1.22
2	3	1.10	8	16	1.93
2	4	1.43	8	17	2.21
2	5	1.40	8	18	1.75
2	6	1.22	8	19	1.57
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2	8	1.11	8	21	1.31
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3	3	1.11	9	27	1.36
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3	6	1.50	9	30	2.03
3	7	1.04	9	31	1.85
3	8	1.15	9	32	1.73
3	9	1.45	9	33	1.67
3	10	1.85	9	34	1.70
3	11	1.98	9	35	1.55
3	12	1.73	9	36	1.53
3	13	1.32	9	37	1.29
3	14	1.04	9	38	1.38
3	15	1.19	9	39	1.59
4	16	1.65	9	40	1.76
4	17	1.09	10	28	2.09
4	18	1.21	10	29	1.37
4	19	1.27	10	30	1.12
4	20	1.51	10	31	1.14
4	21	1.56	10	32	1.54
4	22	1.26	10	33	1.08
4	23	1.21	10	34	1.17
4	24	1.19	10	35	1.09
4	25	1.29	10	36	1.14
4	26	1.26	10	37	1.04
4	27	1.53	10	38	1.31
5	1	1.06	10	39	0.98
5	2	1.09	10	40	1.27
5	3	1.35	10	41	1.19
5	4	1.05	10	42	1.08
5	5	1.21	10	43	0.86
5	6	1.05	10	44	0.87
5	7	1.13	10	45	1.01
5	8	0.91	10	46	1.06
5	9	0.86	10	47	1.29
5	10	1.23	10	48	1.23
5	11	0.94	10	49	1.27
5	12	0.84	10	50	1.06
5	13	1.54	10	51	1.18
5	14	1.21	10	52	1.15
5	15	0.91	10	53	1.13
5	47	0.84	11	17	1.37
5	48	1.01	11	18	1.10
5	49	1.16	11	19	1.78
5	50	1.28	11	60	1.08
5	51	0.95	11	61	1.31
5	54	2.57	11	62	1.60
6	16	1.14	11	63	1.06
6	17	1.23	11	64	0.89
6	18	1.14	11	65	1.31
6	19	1.35	12	28	1.96
6	20	1.86	12	29	1.31
6	21	0.96	12	30	1.29
6	22	1.13	12	31	1.25
6	23	1.11	12	32	2.09
6	24	0.72	12	33	1.32
6	25	1.95	12	34	1.02
6	26	1.49	12	35	1.01
6	27	1.33	12	36	1.00
7	12	2.51	12	37	1.40
				TOTAL	278.08

OLIVEWOOD PHASING

NOVEMBER 13, 2019

Basic Gov (Sales Force) # 17-4104
File # 3108
Bond: #1001053556
Premium: $5,976.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities Heartland LLC, a Delaware limited liability** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **August**, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971-3**, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Three hundred ninety eight thousand three hundred ninety four dollars and fifty cents ($398,394.50)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 1st, 2017.

PRINCIPAL:	SURETY:
RSI Communities - Heartland LLC **a Delaware limited liability**	American Contractors Indemnity Company
By	By
Title VICE PRESIDENT LAND DEVELOPMENT	Title Shane Wolf, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 1, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053556
(Title or description of attached document)

American Contractors Indemnity Co.
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/1/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond: #1001053556
Premium included with the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - Heartland LLC, a Delaware limited liability company** (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **August**, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971-3**, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Three hundred ninety eight thousand three hundred ninety four dollars and fifty cents ($398,394.50)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 1st, 20 17.

PRINCIPAL:	SURETY:
RSI Communities - Heartland LLC **a Delaware limited liability**	American Contractors Indemnity Company
By	By
Title VICE PRESIDENT LAND DEVELOPMENT	Title Shane Wolf, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 1, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053556
(Title or description of attached document)

American Contractors Indemnity Co.
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/1/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Item 5.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

NOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed _____ ******Fifty Million****** _____ Dollars ($ *50,000,000.00*).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

U.S. Specialty Insurance Company TEXAS

By: _____

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of AUG - 1 2017, _____.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

U.S. Specialty Insurance Company TEXAS

_____

Kio Lo, Assistant Secretary

Bond No. 100105355 6
Agency No. 16590

To inquire about this bond, please write to us at surety-bond-inquiry@hcc.com

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4104
File # 3108

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. **27971-3**)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and **RSI Communities - Heartland LLC,** **a Delaware limited liability** company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # **27971-3** ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

_____
Date

DEVELOPER

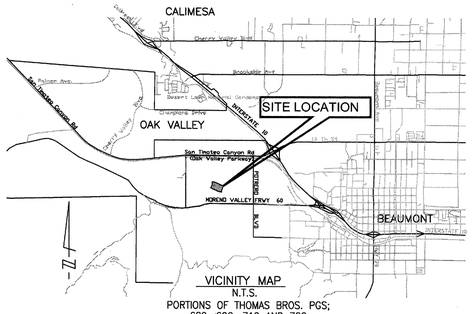
By _____

8/4/17
Date

Title: VICE PRESIDENT LAND DEVELOPMENT

Address: _____

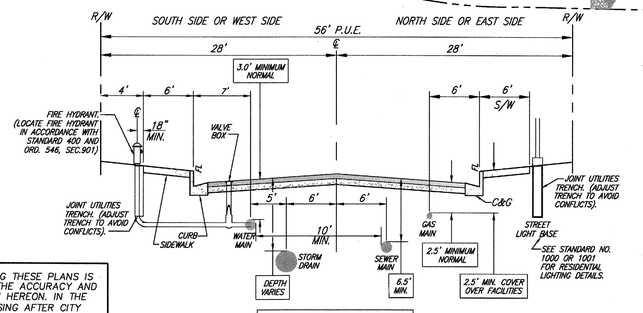
CITY OF BEAUMONT, CALIFORNIA
PUBLIC SEWER IMPROVEMENT PLANS
TRACT NO. 27971-3



VICINITY MAP
N.T.S.
PORTIONS OF THOMAS BROS. PGS; 689, 690, 719 AND 720 2006 EDITION

NOTE:
PROPOSED SEWER MAINS ARE PUBLIC & TO BE MAINTAINED BY THE CITY.

LOCATION MAP
SCALE: 1"= 300'



COUNTY OF RIVERSIDE

UNDERGROUND UTILITY LOCATIONS

STANDARD NO. 817

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

UTILITIES

WATER	BEAUMONT CHERRY VALLEY WATER DISTRICT 560 MAGNOLIA BEAUMONT, CA 9222 951-845-9581
ELECTRICITY	S.C.E. 287 TENNESSEE REDLANDS, CA 92373 909-307-6770
TELEPHONE	VERIZON 1980 ORANGETREE LANE SUITE 100 REDLANDS, CA 92374 909-748-6649
GAS	SOUTHERN CALIFORNIA GAS CO 1981 W. LUGONIA AVENUE REDLANDS, CA 92374 909-335-7581
SEWER	CITY OF BEAUMONT 550 E. 6TH STREET BEAUMONT, CA 92223 951-769-8520

300' 0 300' 600' 900'
SCALE: 1"=300'

NOTE:
TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.

DECLARATION OF ENGINEER OF RECORD:
I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

NED ARAUJO RCE 57835 — 22 JUNE 2017
DATE

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
5. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
7. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
8. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
9. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
10. FORCE MAINS SHALL BE P.V.C. AND STEEL AS SHOWN ON DRAWINGS.
11. IN NO CASE SHALL THE EXISTING SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM
12. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARD AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
13. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
14. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: ½ FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0.0012, 24"-0.0010.
15. SEWERS GREATER THAN 20' IN DEPTH SHALL BE C-900, DR-14 PVC PIPE, SEWERS LESS THAN 20' SHALL BE SDR-35 PVC PIPE.

ABBREVIATIONS

FG	FINISH GRADE
FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L OR CL	CENTERLINE
R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE
LAT	LATERAL
STA	STATION
PROP	PROPOSED
PUE	PUBLIC UTILITY & EMERGENCY VEHICLE ACCESS EASEMENT
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
POC	POINT OF CONNECTION
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
SEW	SEWER

LEGEND

- TRACT BOUNDARY/ R/W
- CENTERLINE
- PROPOSED 8" SEWER MAIN
- PROPOSED 4" SEWER SERVICE
- SEWER MANHOLE
- CLEAN OUT
- PROPOSED WATER BY OTHERS
- PROPOSED 8" OR 16" WATER
- PROPOSED WATER SERVICE
- (B.W.) PROPOSED BACKFLOW PREVENTER
- "WYE" STATION @ MAIN
- SEWER LATERAL CALLOUT 10+35.22 (6)
- CONSTRUCTION NOTE REFERENCE

NOTE:
THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES THEY HAVE CONCERNS WITH BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

APPLICANT/SUBDIVIDER:
RSI COMMUNITIES - HEARTLAND LLC
620 NEWPORT CENTER DRIVE, 12TH FLOOR
NEWPORT BEACH, CA 92660
OFFICE: (949) 270-3636

24 HOUR EMERGENCY CONTACT
(CITY OF BEAUMONT MUST BE NOTIFIED OF CHANGES IN NAME, ADDRESS OR TELEPHONE NUMBER)

SITE SUPERINTENDENT - MIKE TURNER

LB/L - SUNCAL HEARTLAND, LLC
1250 CORONA POINT COURT/SUITE 210
CORONA, CALIFORNIA 92879
OFFICE: (951) 271-3807 FAX: (951) 271-3857
24 HOUR EMERGENCY CONTACT (951) 818-9130

INDEX OF SHEETS:

SHEET 1 - TITLE SHEET-INDEX MAP-VICINITY MAP-GENERAL NOTES
SHEET 2 - CONSTRUCTION NOTES-TYPICAL SECTION-QUANTITIES
SHEET 3 - AUSTIN PLACE - 9+18.59 TO 14+18.81
GOLDEN GATE WAY - 26+23.32 TO 32+00.00
SHEET 4 - MADISON PLACE - 9+22.59 TO 14+51.72
TRAIL - 33+72.82 TO 36+99.35
SHEET 5 - STONEWALL PLACE - 9+13.62 TO 14+49.89
GOLDEN GATE WAY - 32+00.00 TO 35+87.20
SHEET 6 - CLIFTON WAY - 9+19.55 TO 15+61.28
SHEET 7 - TRAIL - 23+95.30 TO 33+72.82

17-4104

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE. 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV. 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-1 Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: GB
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Date: 7.17.17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3

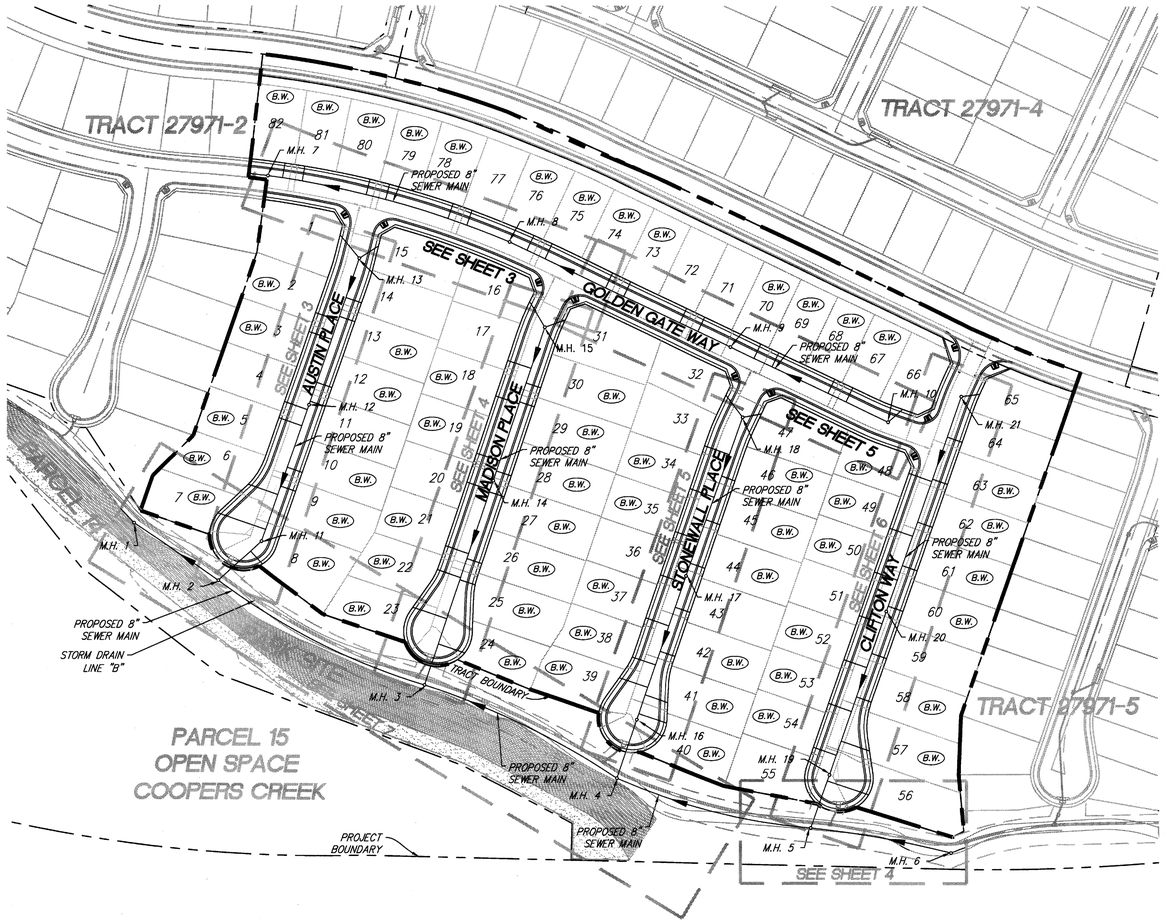
TITLE SHEET - INDEX MAP
VICINITY MAP - GENERAL NOTES

SHEET 1 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

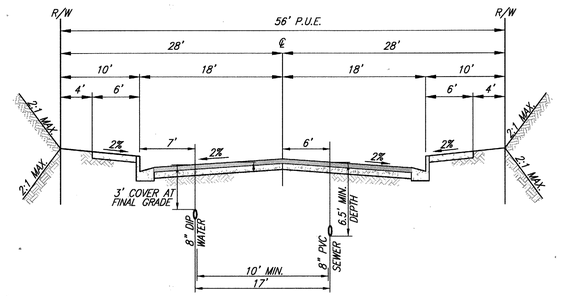
FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:48pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-20165S.DWG



INDEX MAP



TYPICAL SECTION
GOLDEN GATE WAY, AUSTIN PLACE, MADISON PLACE, STONEWALL PLACE AND CLIFTON WAY

NOTE: MIN. WATER/SEWER SEPARATION IS 10' MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	ITEM	PUBLIC QUANTITY
1	INSTALL 8" PVC SEWER MAIN	4,393 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53	16 EA.
4	INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177	2378 L.F.
5	INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-5475P OR CITY ENGINEER APPROVED EQUIVALENT)	61 EA.
6	REMOVE 8" PLUG AND CONNECT TO 8" SEWER MAIN	2 EA.
7	INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-58	5 EA.

NOTE:

1) ALL SEWER MAIN PIPE LENGTH QUANTITIES SHOWN ON PLANS REFLECT VERTICAL PROJECTION OF HORIZONTAL PIPE ALIGNMENT.
2) ALL SEWER MAIN PIPE LENGTHS SHOWN IN PIPE DATA TABLE ARE HORIZONTAL PIPE LENGTHS.
3) THE SEWER MAIN PIPE STATIONING IN PLAN AND PROFILE VIEWS REFLECT HORIZONTAL STATION OFFSETS OF THE STREET CENTER LINE STATIONING.
4) SEWER MAIN PIPE LENGTHS SHOWN IN PROFILE ARE BASED UPON TRUE HORIZONTAL PIPE LENGTHS.
5) THE LENGTH OF SEWER MAIN ALONG CURVES WILL VARY FROM STREET CENTERLINE STATION LENGTHS DUE TO HORIZONTAL PROJECTION OF VARYING CURVE RADII.

LOTS REQUIRING BACKFLOW PREVENTERS

LOT NO.					
2	3	5	6	7	8
9	10	11	12	13	17
18	19	21	22	23	24
25	26	27	28	29	30
33	34	35	37	38	39
40	41	42	44	45	46
48	49	50	52	53	54
57	58	60	61	62	63
67	68	69	70	73	74
75	76	78	79	80	81
82					

NOTE: THIS SYMBOL (B.W.) IS USED IN ACCORDANCE WITH CONSTRUCTION NOTE NO. 5.

100' 0 100' 200' 300'
SCALE: 1"=100'

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
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CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3
CONSTRUCTION NOTES & QUANTITIES
TYPICAL SECTION

FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

SHEET 2 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

PRELIMINARY NOT FOR CONSTRUCTION

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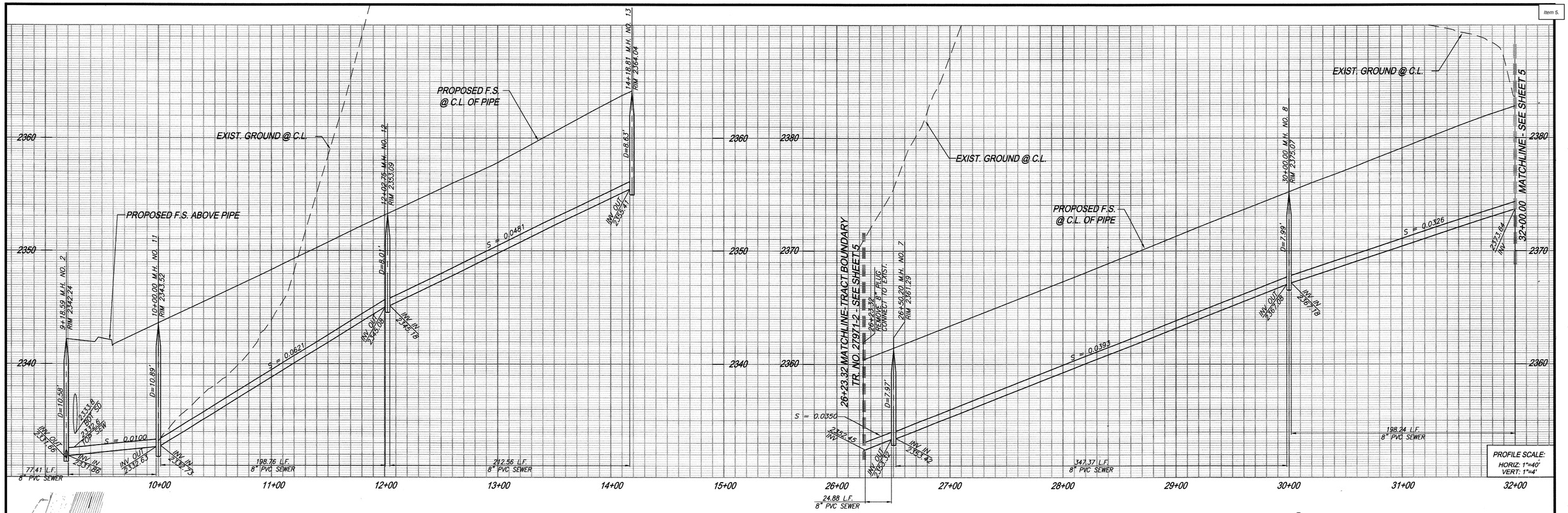
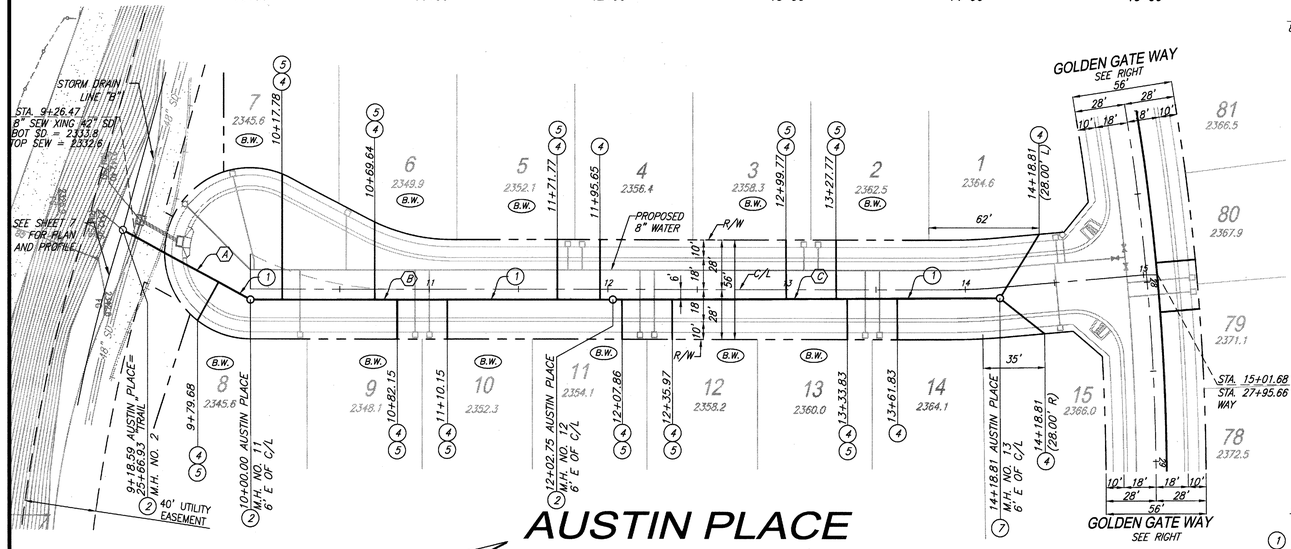
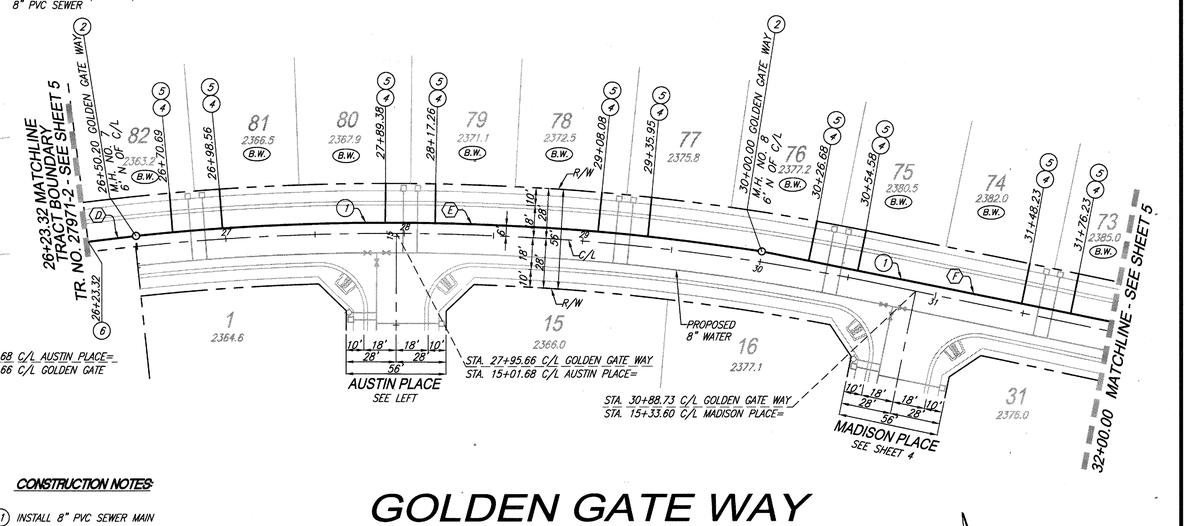
17-4104







AUSTIN PLACE

GOLDEN GATE WAY

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SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

40' 0 40' 80' 120'
SCALE: 1"=40'

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N47°54'31"E	---	77.41'	---
B	N19°07'56"E	---	198.76'	---
C	N18°53'05"E	---	212.56'	---
D	N83°12'42"W	---	24.88'	---
E	14°51'10"	1340.00'	347.37'	174.66'
F	N64°45'31"W	---	198.24'	---

CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53
4. INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177
5. INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)
6. REMOVE 8" PLUG AND CONNECT TO 8" SEWER MAIN
7. INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-58

40' 0 40' 80' 120'
SCALE: 1"=40'

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BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

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550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3
AUSTIN PLACE
STA: 9+18.59 TO STA: 14+18.81
GOLDEN GATE WAY
STA: 26+23.32 TO STA: 32+00.00
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 3 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

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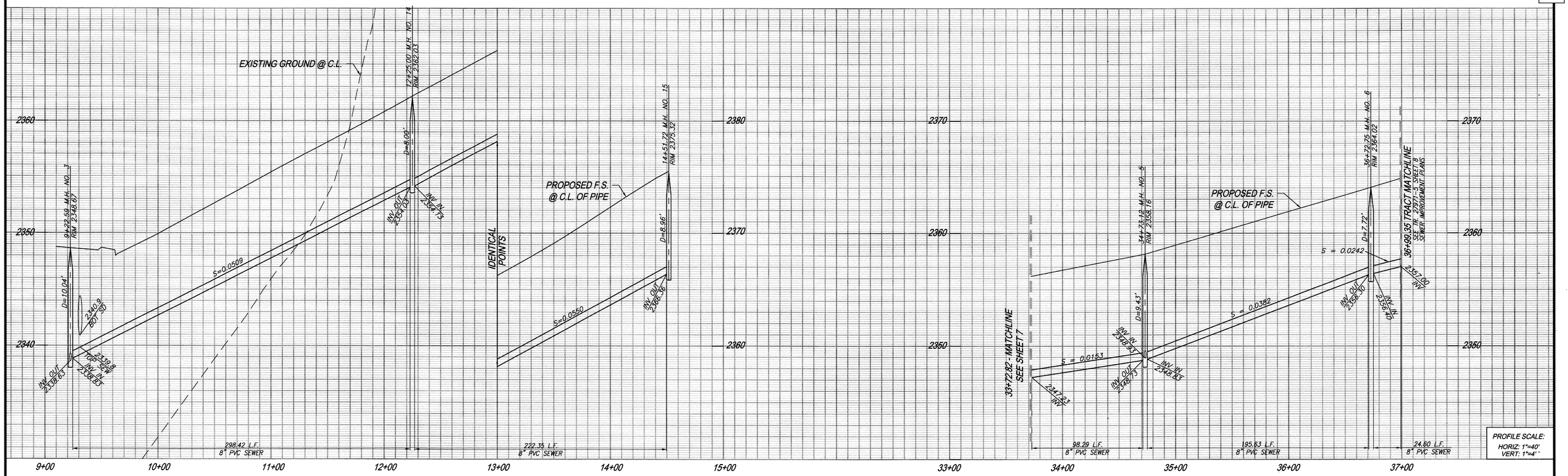
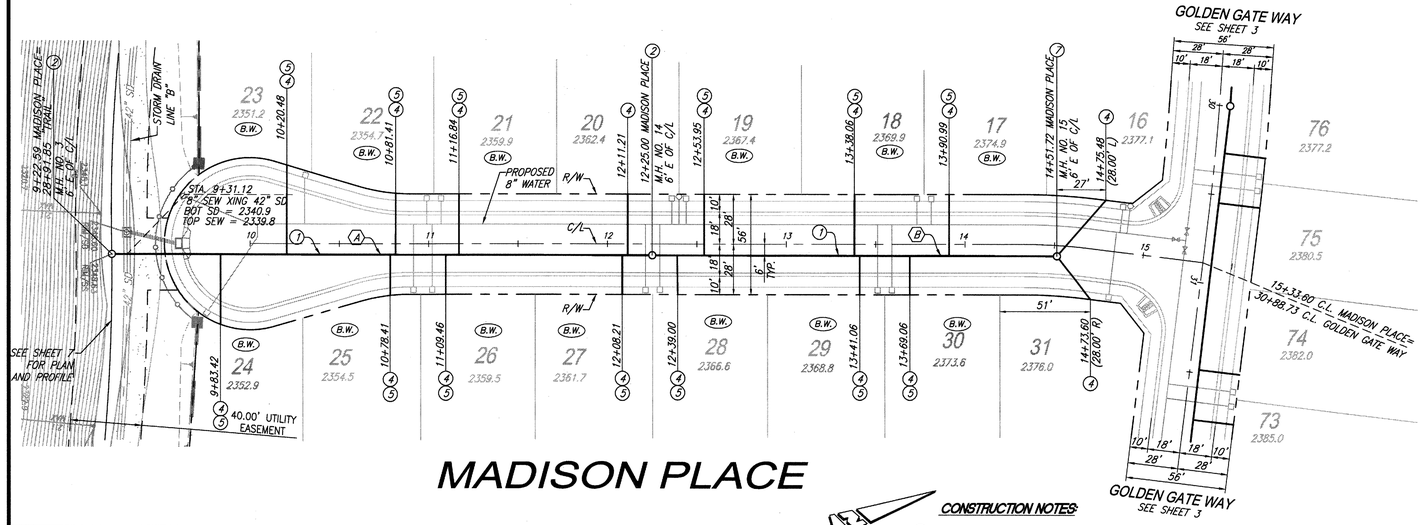
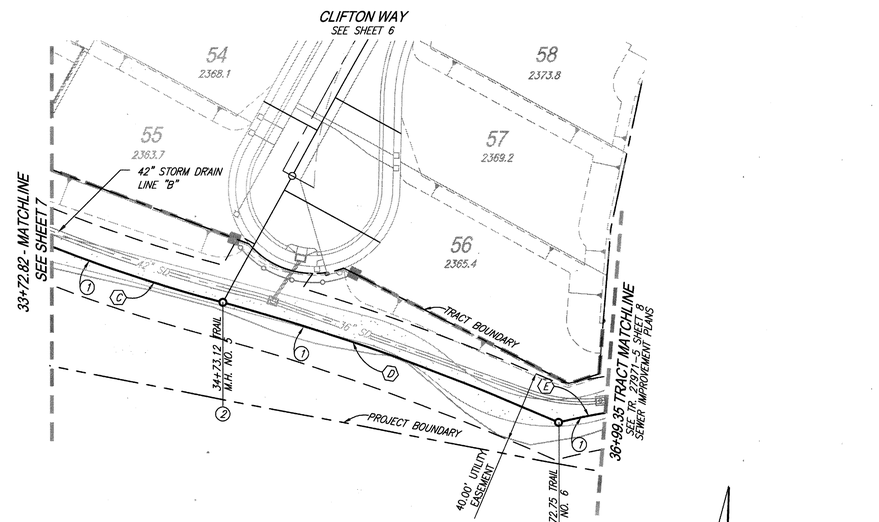
Plotted: Jun 22, 2017 – 1:48pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\4958110C-2018SS.DWG







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SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

CONSTRUCTION NOTES:

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3. INSTALL 8" PLUG
4. INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177
5. INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)
7. INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-58

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N18°31'49"E	---	298.42'	---
B	N18°31'49"E	---	222.35'	---
C	06°57'20"	809.67'	98.29'	49.21'
D	8°08'01"	1378.11'	195.63'	97.98'
E	3°36'23"	390.78'	24.60'	12.30'

Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
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BEARING: N 27°39'52" E

BENCHMARK:
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ELEV. 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: GB
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.17.17

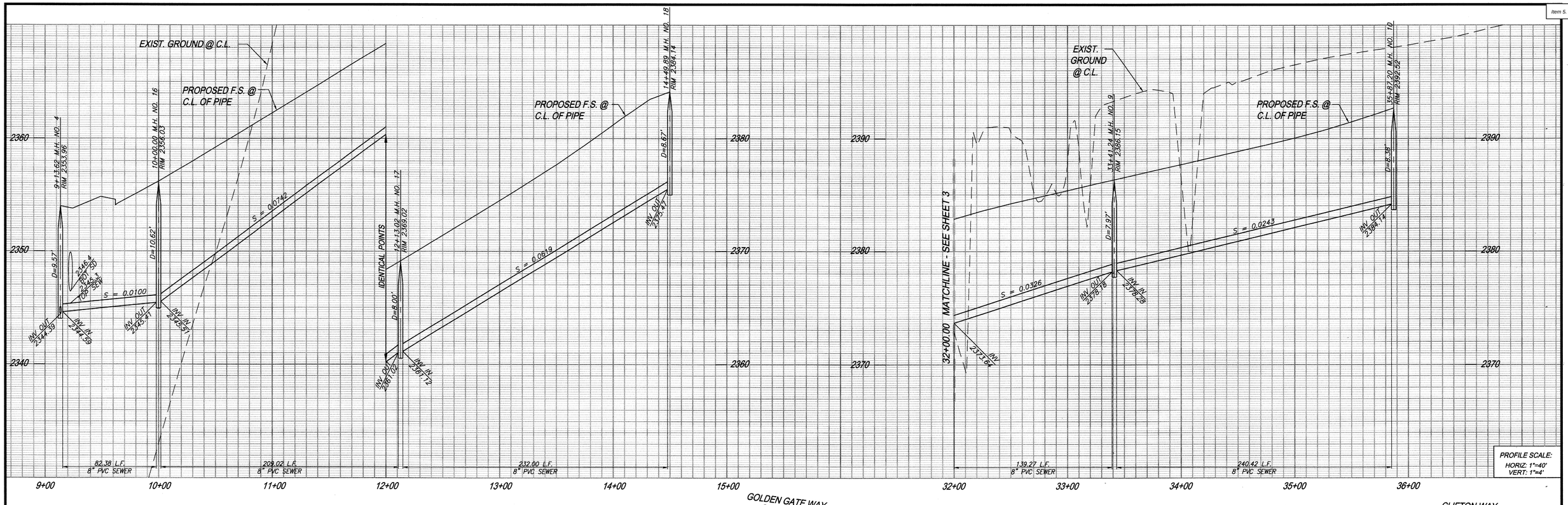
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

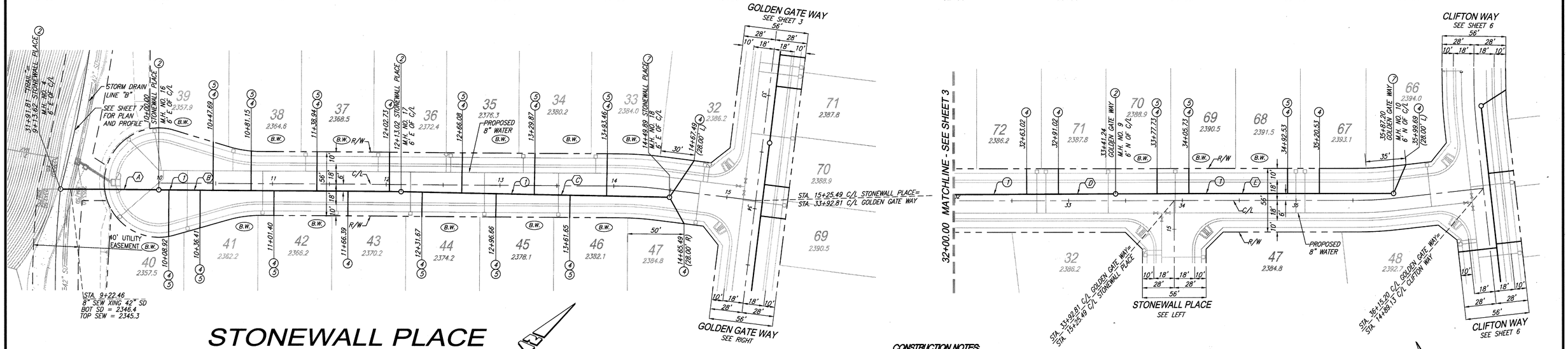
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3
MADISON PLACE
STA: 9+22.59 TO STA: 14+51.72
TRAIL
STA: 33+72.82 TO STA: 36+99.35
FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

SHEET 4 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:49pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2019SS.DWG





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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N18°50'42"E	---	82.38'	---
B	N18°50'42"E	---	209.02'	---
C	N19°35'03"E	---	232.00'	---
D	N64°45'31"W	---	139.27'	---
E	N64°30'12"W	---	240.42'	---

CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53
4. INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177
5. INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)
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ELEV. 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: GB
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.17.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3
STONEWALL PLACE
STA: 9+13.62 TO STA: 14+49.89
GOLDEN GATE WAY
STA: 32+00.00 TO STA: 35+87.20

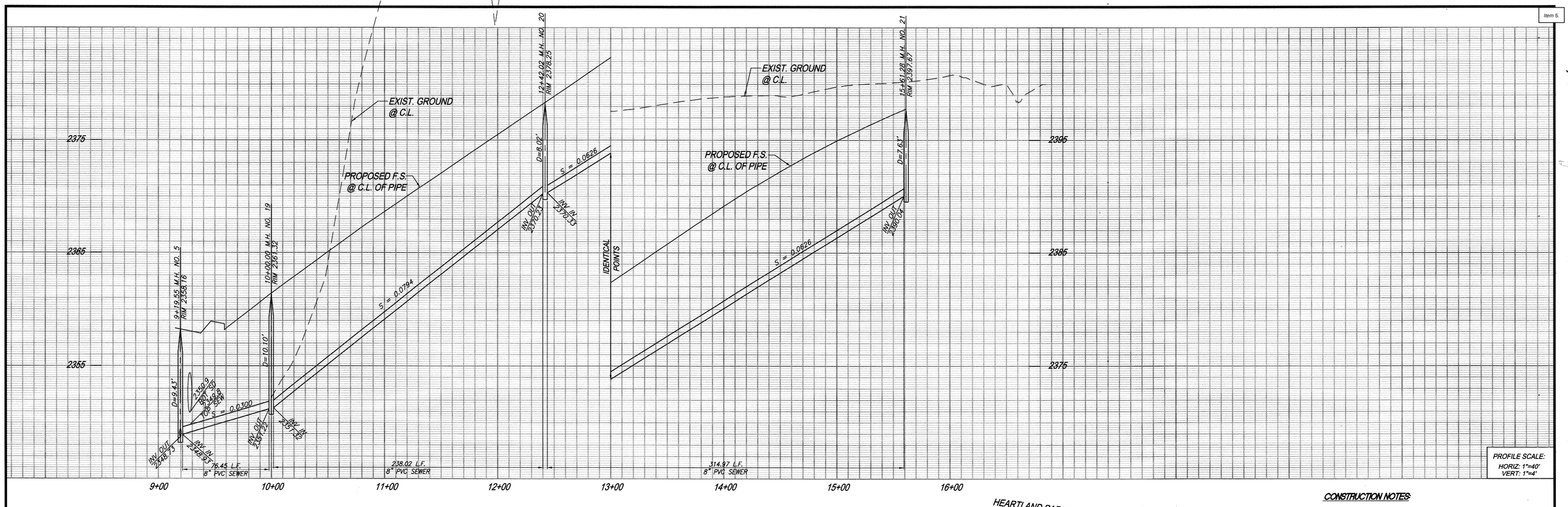
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

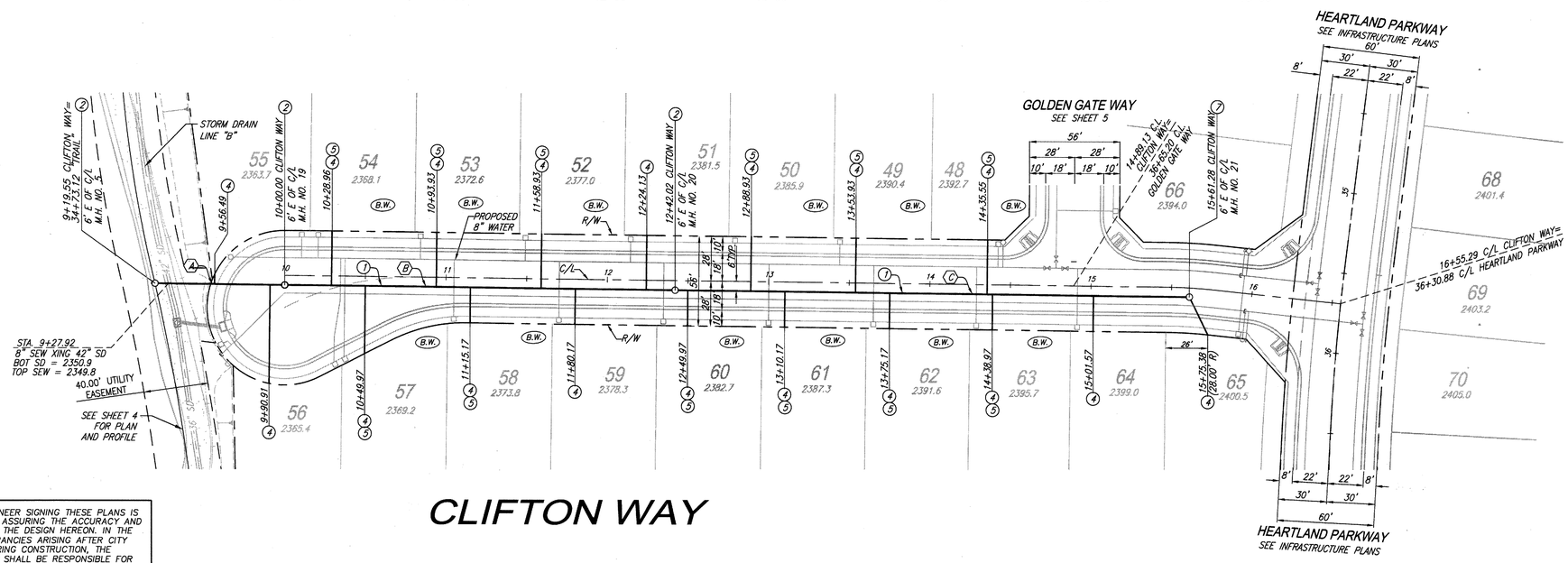
SHEET 5 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:49pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\49581 0C-2020SS.DWG

17-4104





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5. INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-5475P OR CITY ENGINEER APPROVED EQUIVALENT)
7. INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-58

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N19°10'34"E	---	76.45'	---
B	N19°10'34"E	---	238.02'	---
C	N19°10'34"E	---	314.97'	---

PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

SCALE: 1"=40'

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-1 Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

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DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: GB
SCALE: AS NOTED
DATE: 06/22/17
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CITY OF BEAUMONT CALIFORNIA

Reviewed By: R.C.E. Date 6.29.17
Recommended for Approval By: R.C.E. Date: 6.29.17
Approved By: Director of Public Works Date: 7.17.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3
CLIFTON WAY
STA: 9+19.55 TO STA: 15+61.28

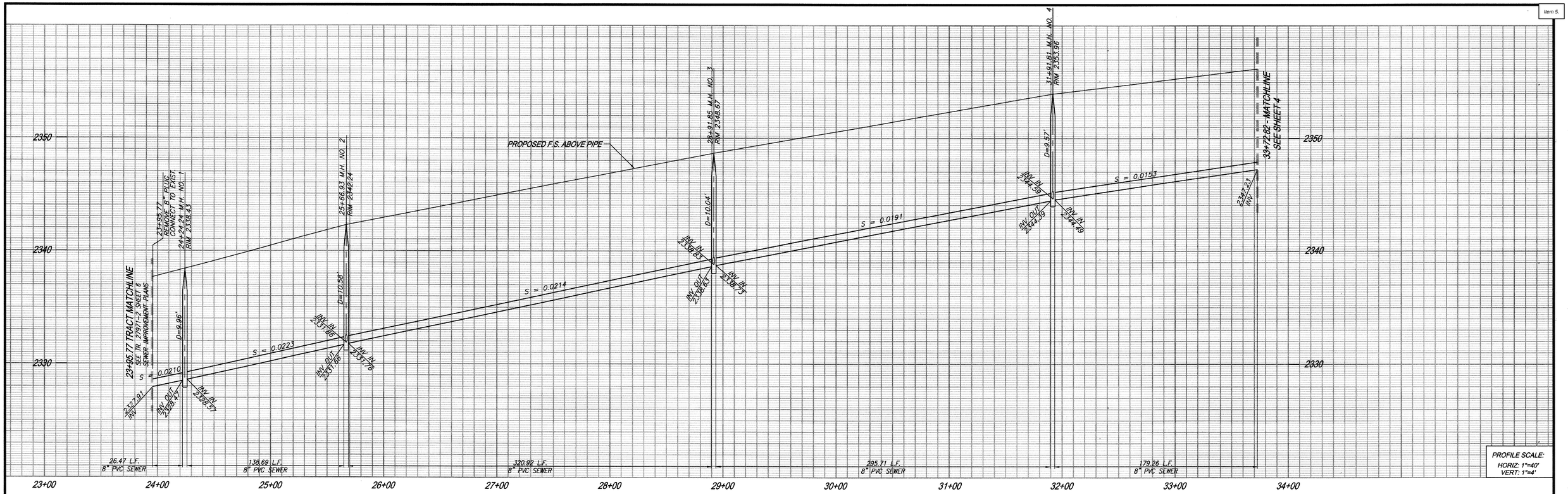
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 6 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:50pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\49581OC-2021SS.DWG

17-4014



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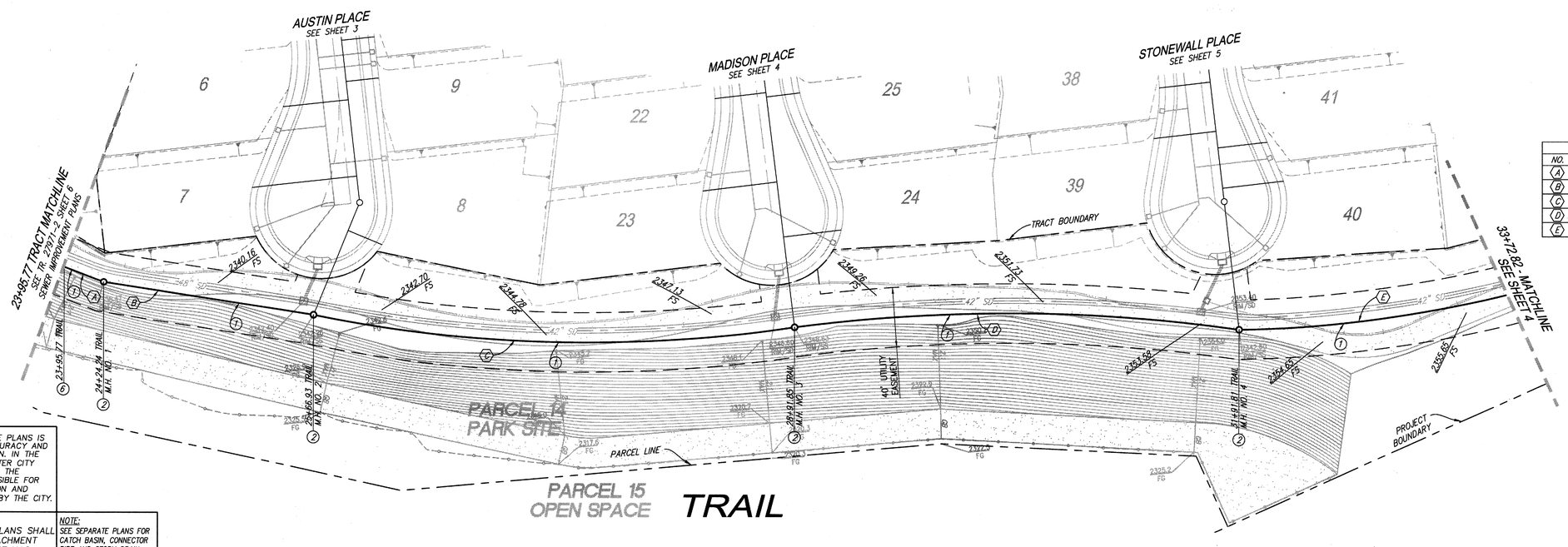
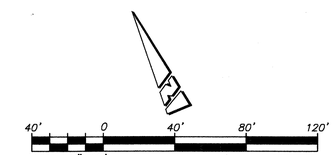


CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53
6. REMOVE 8" PLUG AND CONNECT TO 8" SEWER MAIN

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N43°31'10"W	---	26.47'	---
B	N55°37'27"W	---	138.69'	---
C	19°39'39"	935.22'	320.92'	162.05'
D	15°20'26"	1104.46'	295.71'	148.74'
E	12°41'07"	809.67'	179.26'	90.00'



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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-1 Business Center Drive
Redlands, CA 92374
909.335.6120 stantec.com

NED ARAUJO R.C.E. 57835 DATE 22 JUNE 2017

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
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Reviewed By: R.C. Date: 6.29.17
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CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th. St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-3
TRAIL
STA: 23+95.77 TO STA: 33+72.82

FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

SHEET 7 OF 7 SHEETS
DRAWING NAME:
FILE NO.: 3108

17-4104

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:50pm By: tolmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2022SS.DWG

17-4104

Item 5.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971-3 Street, Storm Drain, and Sewer
DATE: 14-Jul-17

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	856,477.22
Sewer	$	325,220.00
Total	$	1,181,697.22
Warranty Retension (22.5%)	$	265,881.87
Street/Drainage Plan Check Fees =	$	17,129.54
Sewer Plan Check Fees =	$	8,130.50
Street Inspection Fees =	$	25,694.32
Sewer Inspection Fees =	$	13,008.80

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

17 JULY 2017
Date

NED J. ARAUJO, P.E.
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
NED J. ARAUJO
NO. 057835
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 01/02/2017

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

Punch List

Project Name: PW2021-0752 **Project Number:TR**

Inspected By: Sergio Briseño **Page: 1 of 1** **Date:** 11/20/21

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	Bond exoneration for PW2021-0752 is a pass, no issues were found.		

[COMPANY NAME]

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2021-0755
Receipt No. R01185153
Fee $ 3,484.43
Date Paid 9/17/21

BOND EXONERATION APPLICATION

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone 951-704-5503

2. Contact's Address 4695 MacArthur Ct 8th Floor Neport Beach , Ca 92660
City/State/Zip

5. Contact's E-mail dbolton@taylormorrison.com

3. Developer Name Taylor Morrison Phone_____
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
1001053555 PA2 Tr 27971-2 Sewer installation

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Daren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Darren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Darren Bolton 9-8-21

Print Name and Sign – Contact/Applicant Date

Bond No.: 1001053555-M

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities Heartland LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated August 2017, and identified as Olivewood, Tract 27971-2 PA2, Sewer Installation Improvements is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Sixty-Seven Thousand Nine *Hundred Seven & 39/100ths dollars ($ 67,907.39) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 25th DAY OF February 2022.

(Seal)

American Contractors Indemnity Company
SURETY

By:

Shane Wolf, Attorney-in-Fact

(Name)

(Address)

801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

RSI Communities Heartland LLC
PRINCIPAL

By:

Sean Doyle - Vice President

(Name)

(Title)

(Address)

4695 MacArthur Court, 8th Floor

Newport Beach, CA 92660

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On February 25, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

INM1 SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023 INM1

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053555-M
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 2/25/22

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE HCC

Item 5.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a M aryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

TODD M. ROHM, SHANE WOLF, CATHY S. KENNEDY, BEATA A. SENSI
or CHERYL L. THOMAS of ORANGE, CALIFORNIA

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** _____ *****Fifty Million***** _____ Dollars (***50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2237479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25 day of February, 2022.

Corporate Seals

Bond No. 1001053555-m

Agency No. 14969

Kio Lo, Assistant Secretary

MAINT BOND 1001053555-1

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On February 28, 2022 before me, Pamela Danile, Notary Public,
(insert name and title of the officer)

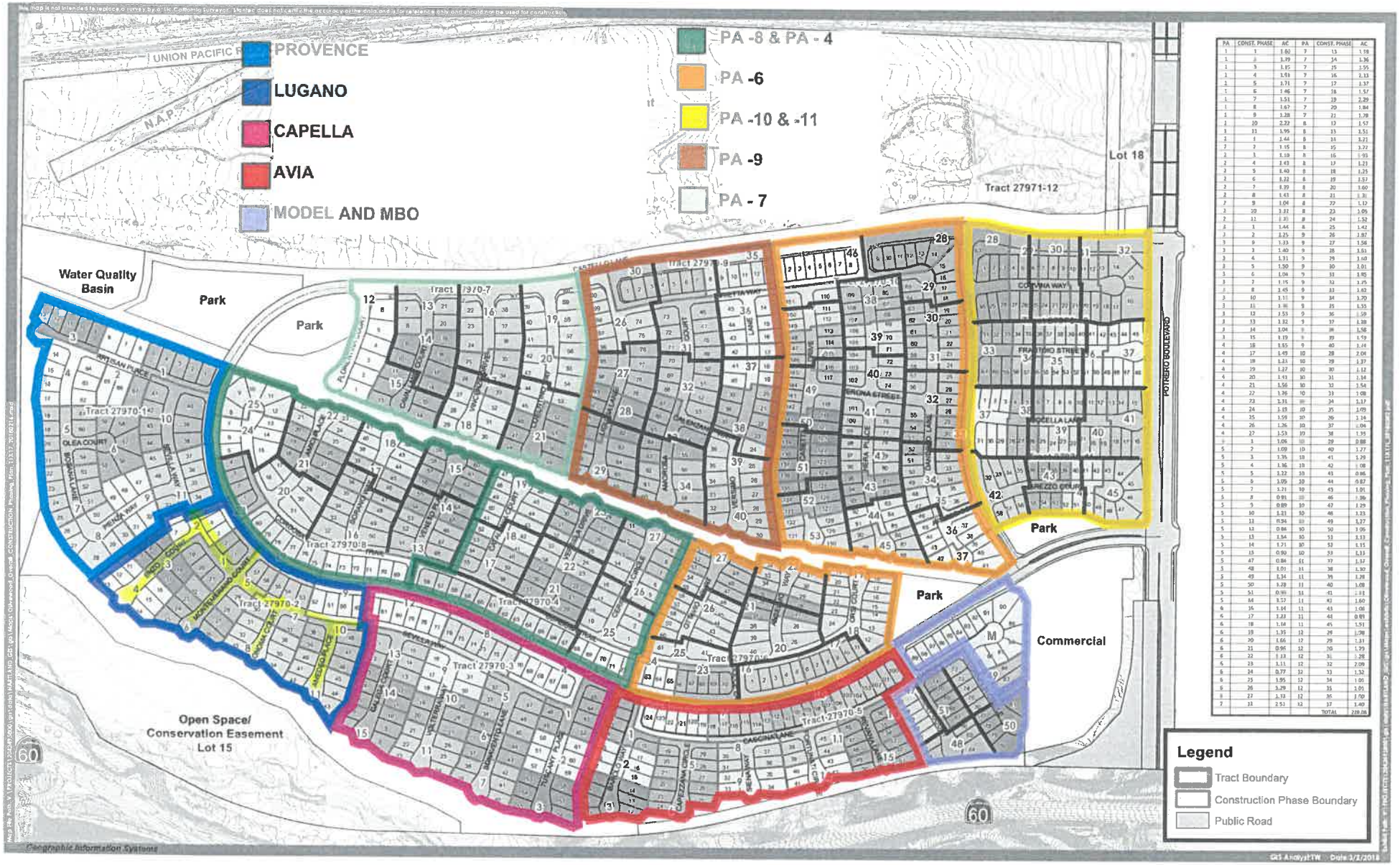
personally appeared Sean Doyle,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

PAMELA DANILE
Notary Public - California
Orange County
Commission # 2382196
My Comm. Expires Nov 8, 2025



PA	CONST. PHASE	AC	PA	CONST. PHASE	AC
1	1	1.60	7	13	1.58
1	2	1.79	7	14	1.36
1	3	1.85	7	15	1.55
1	4	1.93	7	16	2.13
1	5	1.71	7	17	1.37
1	6	1.46	7	18	1.57
1	7	1.51	7	19	2.29
1	8	1.67	7	20	1.84
1	9	1.28	7	21	1.78
1	10	2.22	8	12	1.57
1	11	1.95	8	13	1.51
2	1	1.44	8	14	1.21
2	2	1.15	8	15	1.22
2	3	1.18	8	16	1.93
2	4	1.43	8	17	1.21
2	5	1.40	8	18	1.25
2	6	1.22	8	19	1.57
2	7	1.39	8	20	1.60
2	8	1.43	8	21	1.31
2	9	1.04	8	22	1.12
2	10	1.32	8	23	1.05
2	11	1.31	8	24	1.52
2	1	1.44	8	25	1.42
2	2	1.25	9	26	1.87
3	9	1.33	9	27	1.58
3	3	1.40	9	28	1.61
3	4	1.31	9	29	1.60
3	5	1.50	9	30	1.01
3	6	1.04	9	31	1.95
3	7	1.15	9	32	1.25
3	8	1.45	9	33	1.62
3	10	1.11	9	34	1.20
3	11	1.16	9	35	1.55
3	12	1.53	9	36	1.59
3	13	1.32	9	37	1.38
3	14	1.04	9	38	1.58
3	15	1.19	9	39	1.19
3	16	1.15	9	40	1.14
4	17	1.45	10	28	2.04
4	18	1.21	10	29	1.37
4	19	1.27	10	30	1.12
4	20	1.43	10	31	1.14
4	21	1.56	10	32	1.54
4	22	1.36	10	33	1.08
4	23	1.31	10	34	1.17
4	24	1.19	10	35	1.09
4	25	1.59	10	36	1.14
4	26	1.26	10	37	1.04
4	27	1.53	10	38	1.35
5	1	1.06	10	39	0.88
5	2	1.09	10	40	1.27
5	3	1.35	10	41	1.29
5	4	1.36	10	42	1.08
5	5	1.22	10	43	0.96
5	6	1.05	10	44	0.87
5	7	1.21	10	45	1.01
5	8	0.91	10	46	1.36
5	9	0.89	10	47	1.29
5	10	1.21	10	48	1.33
5	11	0.94	10	49	1.27
5	12	0.84	10	50	1.06
5	13	1.34	10	51	1.13
5	14	1.21	10	52	1.15
5	15	0.90	10	53	1.13
5	47	0.84	11	37	1.37
5	48	1.01	11	38	1.30
5	49	1.34	11	39	1.28
5	50	1.28	11	40	1.08
5	51	0.96	11	41	1.11
5	84	1.17	11	42	1.60
6	16	1.14	11	43	1.06
6	17	1.23	11	44	0.93
6	18	1.14	11	45	1.51
6	19	1.35	12	29	1.78
6	20	1.66	12	29	1.31
6	21	0.96	12	30	1.25
6	22	1.13	12	31	1.28
6	23	1.11	12	32	2.09
6	24	0.77	12	33	1.32
6	25	1.95	12	34	1.01
6	26	1.29	12	35	2.01
6	27	1.12	12	36	1.70
7	11	2.51	12	37	1.40
				TOTAL	228.06

OLIVEWOOD PHASING

NOVEMBER 13, 2019

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4153
File # 3107

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. **27971-2**)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and **RSI Communities - Heartland LLC, a Delaware limited liability** company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # **27971-2** ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

10/12/17
Date

DEVELOPER

By _____

8/4/17
Date

Title: VICE PRESIDENT LAND DEVELOPMENT

Address: _____

Basic Gov (Sales Force) # 17-4153
File # 3107
Bond: #1001053555
Premium: $4,527.00/2 yrs.

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities Heartland LLC, a Delaware limited liability** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **August**, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971-2**, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Three hundred one thousand eight hundred ten dollars and sixty cents** ($ **301,810.60**) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 1st, 2017.

PRINCIPAL:

RSI Communities - Heartland LLC
a Delaware limited liability

By

Title VICE PRESIDENT LAND DEVELOPMENT

SURETY:

American Contractors Indemnity Company

By

Title Shane Wolf, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 1, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053555
(Title or description of attached document)

American Contractors Indemnity Co.
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/1/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond: #1001053555
Premium included with the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - Heartland LLC, a Delaware limited liability company** (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **August**, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971-2**, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Three hundred one thousand eight hundred ten dollars and sixty cents ($301,810.60)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 1st, 20 17.

PRINCIPAL:	SURETY:
RSI Communities - Heartland LLC **a Delaware limited liability**	American Contractors Indemnity Company
By	By
Title VICE PRESIDENT LAND DEVELOPMENT	Title Shane Wolf, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 1, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053555
(Title or description of attached document)

American Contractors Indemnity Co.
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/1/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Item 5.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed _____ ******Fifty Million****** _____ Dollars ($ *50,000,000.00*).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY | U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

U.S. Specialty Insurance Company TEXAS

By: _____

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of AUG - 1 2017, _____.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

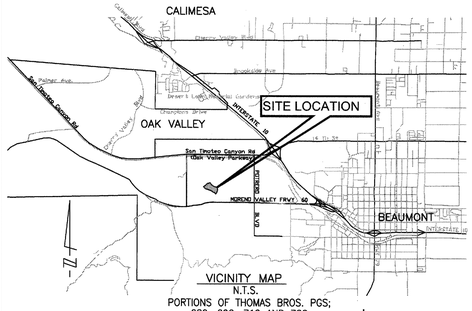
U.S. Specialty Insurance Company TEXAS

Kio Lo, Assistant Secretary

Bond No. 100/053555
Agency No. 16590

To inquire about this bond, please write to us at surety-bond-inquiry@hcc.com

CITY OF BEAUMONT, CALIFORNIA
PUBLIC SEWER IMPROVEMENT PLANS
TRACT NO. 27971-2



VICINITY MAP
N.T.S.
PORTIONS OF THOMAS BROS. PGS: 689, 690, 719 AND 720 2006 EDITION

NOTE:
PROPOSED SEWER MAINS ARE PUBLIC & TO BE MAINTAINED BY THE CITY.

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
5. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
7. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
8. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
9. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
10. FORCE MAINS SHALL BE P.V.C. AND STEEL AS SHOWN ON DRAWINGS.
11. IN NO CASE SHALL THE EXISTING SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM
12. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARD AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
13. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
14. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: ½ FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0.0012, 24"-0.0010.
15. SEWERS GREATER THAN 20' IN DEPTH SHALL BE C-900, DR-14 PVC PIPE, SEWERS LESS THAN 20' SHALL BE SDR-35 PVC PIPE.

ABBREVIATIONS

FG	FINISH GRADE
FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L OR CL	CENTERLINE
R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE
LAT	LATERAL
STA	STATION
PROP	PROPOSED
PUE	PUBLIC UTILITY & EMERGENCY VEHICLE ACCESS EASEMENT
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
TYP.	TYPICAL
POC	POINT OF CONNECTION
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
SEW	SEWER

LEGEND

- TRACT BOUNDARY/ R/W
- CENTERLINE
- EXISTING SEWER
- PROPOSED 8" SEWER MAIN
- PROPOSED 4" SEWER SERVICE
- SEWER MANHOLE
- CLEAN OUT
- PROPOSED WATER BY OTHERS
- PROPOSED 8" OR 16" WATER
- PROPOSED WATER SERVICE
- (B.W.) PROPOSED BACKFLOW PREVENTER
- "WYE" STATION @ MAIN
- SEWER LATERAL CALLOUT — 10+35.22 (8)
- CONSTRUCTION NOTE REFERENCE

NOTE:
THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES THEY HAVE CONCERNS WITH BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

APPLICANT/SUBDIVIDER:

RSI COMMUNITIES - HEARTLAND LLC
620 NEWPORT CENTER DRIVE, 12TH FLOOR
NEWPORT BEACH, CA 92660
OFFICE: (949) 270-3636

24 HOUR EMERGENCY CONTACT

(CITY OF BEAUMONT MUST BE NOTIFIED OF CHANGES IN NAME, ADDRESS OR TELEPHONE NUMBER)

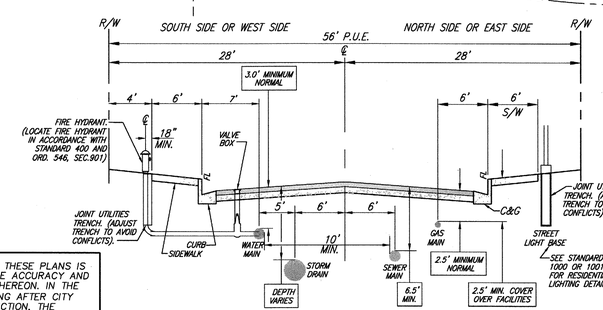
SITE SUPERINTENDENT - MIKE TURNER

LB/L - SUNCAL HEARTLAND, LLC
1250 CORONA POINT COURT/SUITE 210
CORONA, CALIFORNIA 92879
OFFICE: (951) 271-3807 FAX: (951) 271-3857
24 HOUR EMERGENCY CONTACT (951) 818-9130

INDEX OF SHEETS:

SHEET 1 - TITLE SHEET-INDEX MAP-VICINITY MAP-GENERAL NOTES
SHEET 2 - CONSTRUCTION NOTES-TYPICAL SECTION-QUANTITIES
SHEET 3 - POWELL PLACE - 09+48.09 TO 12+60.24
CONCORD PLACE - 09+26.89 TO 11+85.52
SHEET 4 - VICTORIA PLACE - 09+44.85 TO 14+37.26
GOLDEN GATE WAY - 16+04.58 TO 21+00.00
SHEET 5 - CLEVELAND PLACE - 09+27.19 TO 12+59.01
GOLDEN GATE WAY - 21+00.00 TO 26+23.32
SHEET 6 - "TRAIL" - 11+02.57 TO 23+95.77

17-4153



COUNTY OF RIVERSIDE
UNDERGROUND UTILITY LOCATIONS
STANDARD NO. 817

LOCATION MAP

SCALE: 1"= 300'

UTILITIES

WATER	BEAUMONT CHERRY VALLEY WATER DISTRICT 560 MAGNOLIA BEAUMONT, CA 9222 951-845-9581
ELECTRICITY	S.C.E. 287 TENNESSEE REDLANDS, CA 92373 909-307-6770
TELEPHONE	VERIZON 1980 ORANGETREE LANE SUITE 100 REDLANDS, CA 92374 909-748-6649
GAS	SOUTHERN CALIFORNIA GAS CO 1981 W. LUGONIA AVENUE REDLANDS, CA 92374 909-335-7581
SEWER	CITY OF BEAUMONT 550 E. 6TH STREET BEAUMONT, CA 92223 951-769-8520

300' 0 300' 600' 900'
SCALE: 1"=300'

NOTE:

TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

NED ARAUJO RCE 57835 — 22 JUNE 2017 DATE

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY; AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2446.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-1 Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: Date 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.17.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

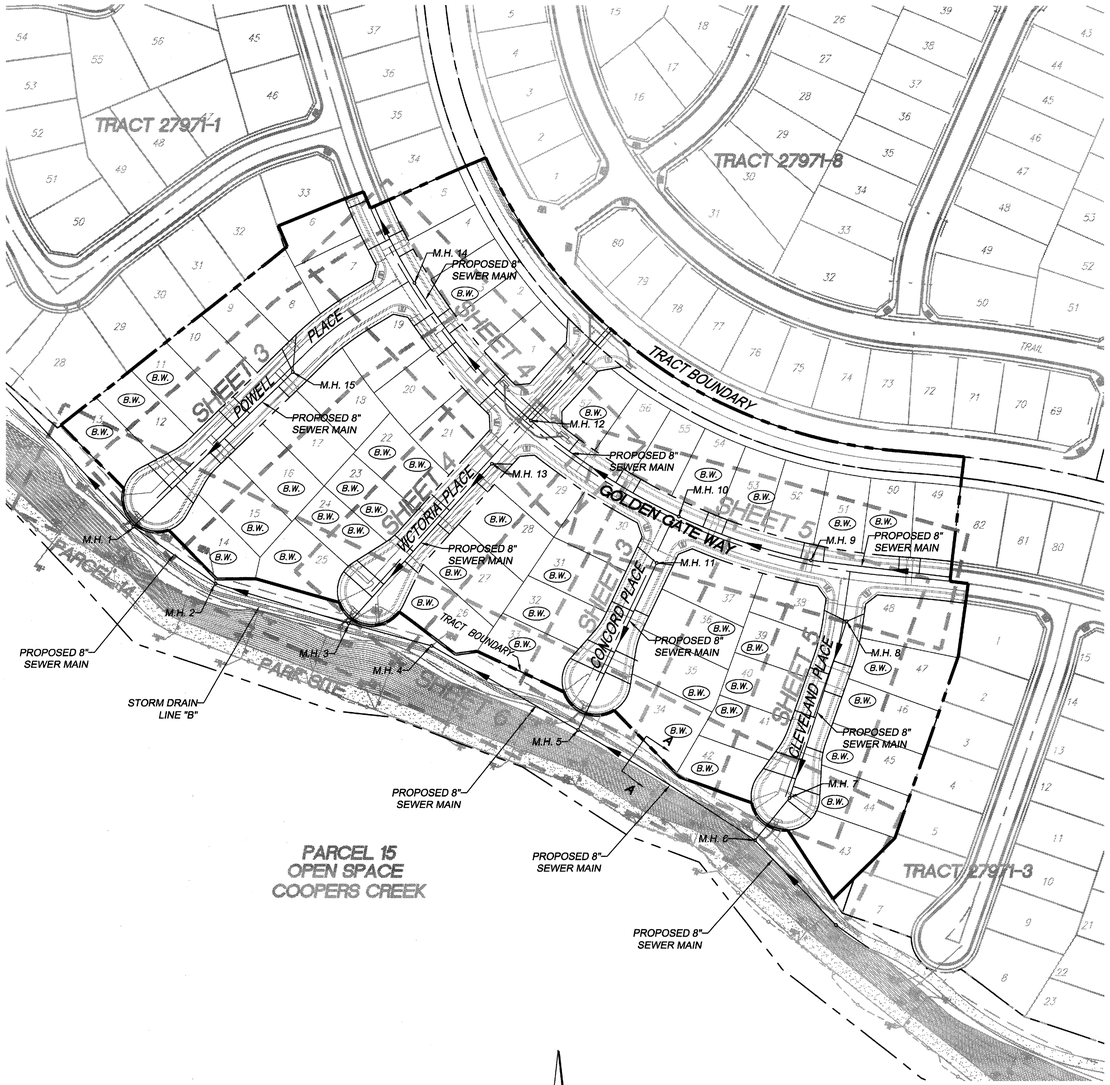
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971 - 2
TITLE SHEET - LOCATION MAP
VICINITY MAP - SEWER NOTES

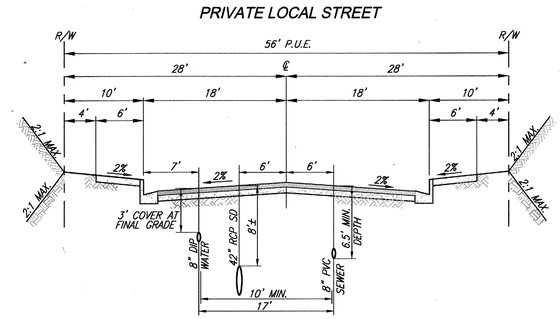
FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

SHEET 1 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3107

PRELIMINARY NOT FOR CONSTRUCTION

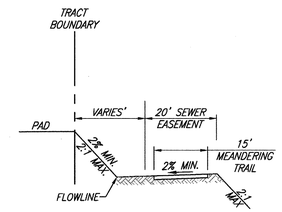
Plotted: Jun 22, 2017 - 1:45pm By: tolmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\49581OC-2023SS.DWG





TYPICAL SECTION
GOLDEN GATE WAY, POWELL PLACE, VICTORIA PLACE
CONCORD PLACE, CLEVELAND PLACE

NOTE: MIN. WATER/SEWER SEPARATION IS 10' MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.



DETAIL A-A
NTS

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	ITEM	PUBLIC QUANTITY
1	INSTALL 8" PVC SEWER MAIN	3,562 L.F.
2	INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE	11 EA.
3	INSTALL 8" PLUG	1 EA.
4	INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177	1,716 L.F.
5	INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)	33 EA.
6	REMOVE 8" PLUG AND CONNECT TO 8" SEWER MAIN	3 EA.
7	INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-5B	4 EA.

NOTE:

1) ALL SEWER MAIN PIPE LENGTH QUANTITIES SHOWN ON PLANS REFLECT VERTICAL PROJECTION OF HORIZONTAL PIPE ALIGNMENT.
2) ALL SEWER MAIN PIPE LENGTHS SHOWN IN PIPE DATA TABLE ARE HORIZONTAL PIPE LENGTHS.
3) THE SEWER MAIN PIPE STATIONING IN PLAN AND PROFILE VIEWS REFLECT HORIZONTAL STATION OFFSETS OF THE STREET CENTER LINE STATIONING.
4) SEWER MAIN PIPE LENGTHS SHOWN IN PROFILE ARE BASED UPON TRUE HORIZONTAL PIPE LENGTHS.
5) THE LENGTH OF SEWER MAIN ALONG CURVES WILL VARY FROM STREET CENTERLINE STATION LENGTHS DUE TO HORIZONTAL PROJECTION OF VARYING CURVE RADII.

LOTS REQUIRING BACKFLOW PREVENTERS

LOT NO.					
3	11	12	13	14	15
16	22	23	24	25	26
27	28	31	32	33	34
35	36	39	40	41	42
44	45	46	47	50	51
53	54	57			

NOTE: THIS SYMBOL (B.W.) IS USED IN ACCORDANCE WITH CONSTRUCTION NOTE NO. 5.

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

100' 0 100' 200' 300'
SCALE: 1"=100'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

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CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA INCORPORATED 1912

Reviewed By: N.C. Ard Date: 6.29.17
Recommended for Approval By: N.C. Ard Date: 6.29.17
Approved By: Director of Public Works Date: 7.17.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

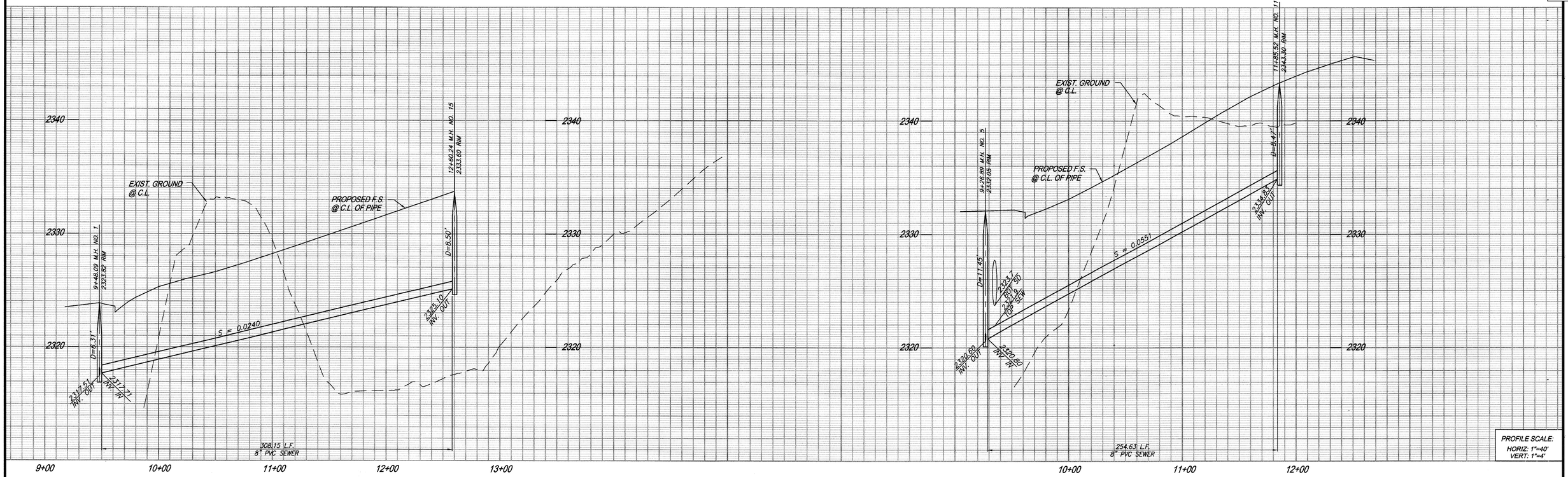
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971 – 2
CONSTRUCTION NOTES & QUANTITIES
TYPICAL SECTION

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

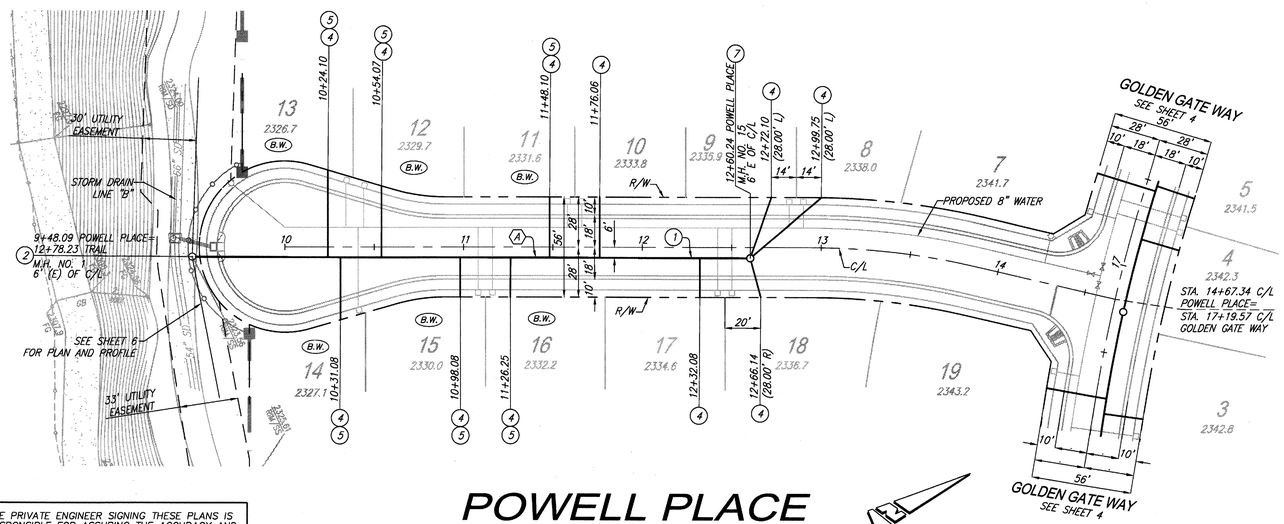
SHEET 2 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3107

PRELIMINARY NOT FOR CONSTRUCTION

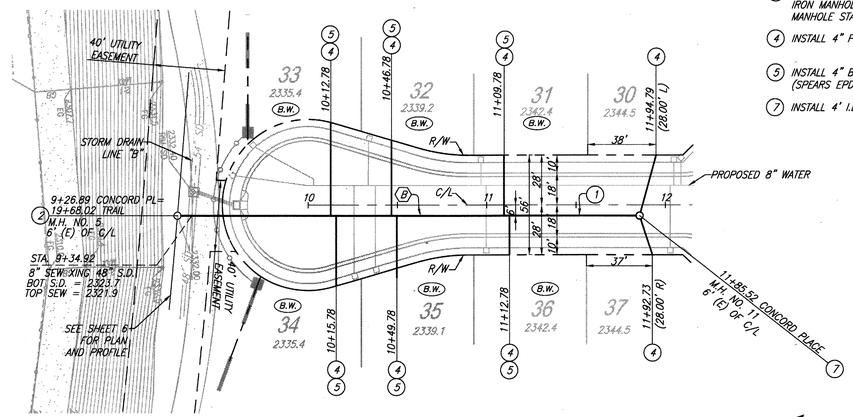
Plotted: Jun 22, 2017 – 1:45pm By: tolmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\4958100-20245SS.DWG



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



POWELL PLACE



CONCORD PLACE

CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
4. INSTALL 4" PVC SEWER LATERAL EMWD SB-177
5. INSTALL 4" BACKWATER PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)
7. INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-5B

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N45°38'13"E	---	308.15'	---
B	N25°14'03"E	---	254.63'	---

40' 0 40' 80' 120'
SCALE: 1"=40'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: N.C. Salas Date: 6.29.17
Recommended for Approval By: N.C. Salas Date: 6.29.17
Approved By: Director of Public Works Date: 7.17.17

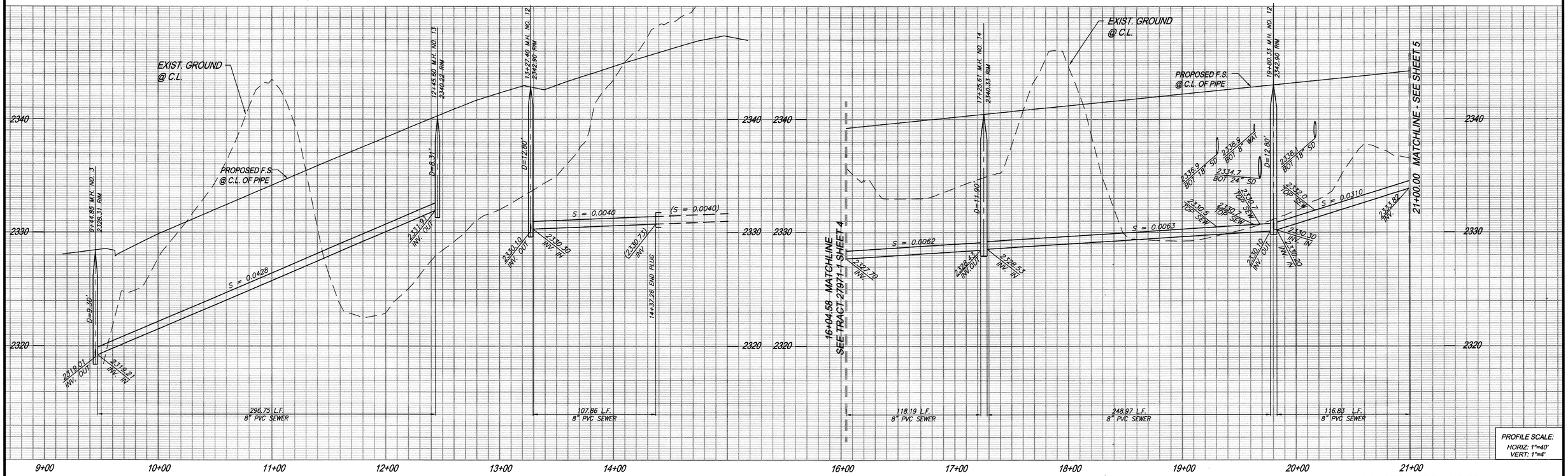
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971 – 2
POWELL PLACE
STA: 9+48.09 TO STA: 12+60.24
CONCORD PLACE
STA: 9+26.89 TO STA: 11+85.52
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 3 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3107

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:46pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2025SS.DWG



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
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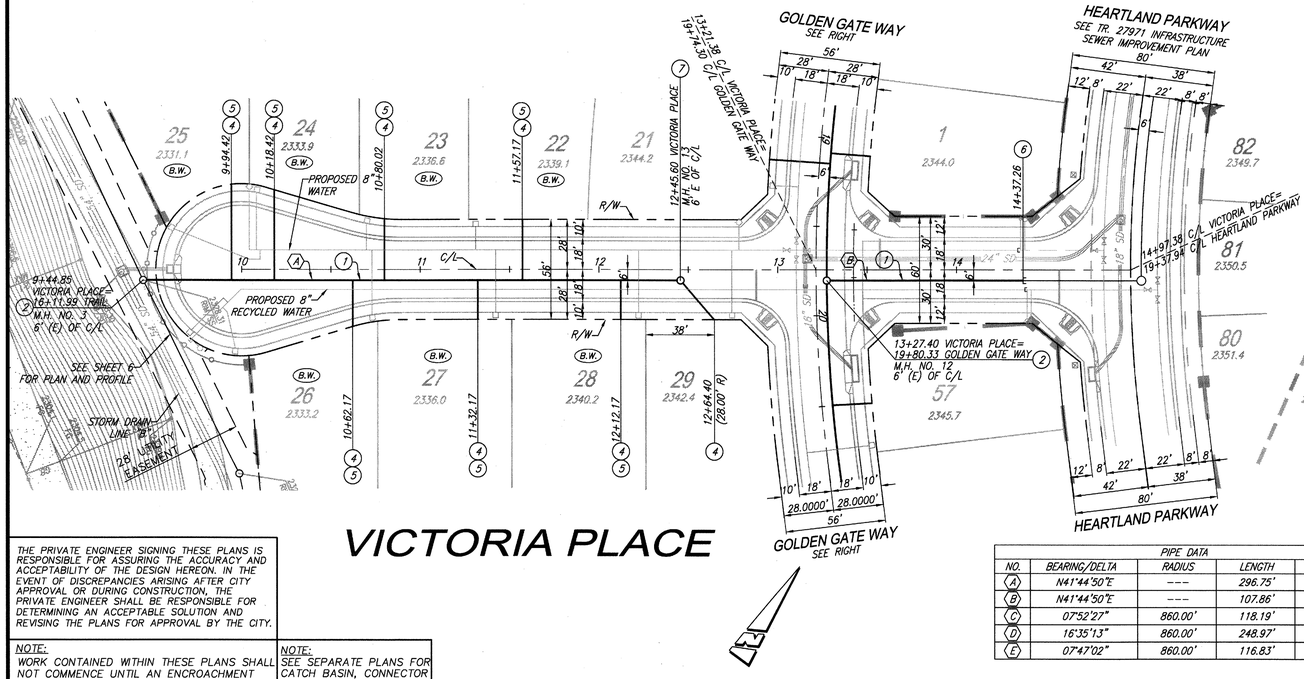

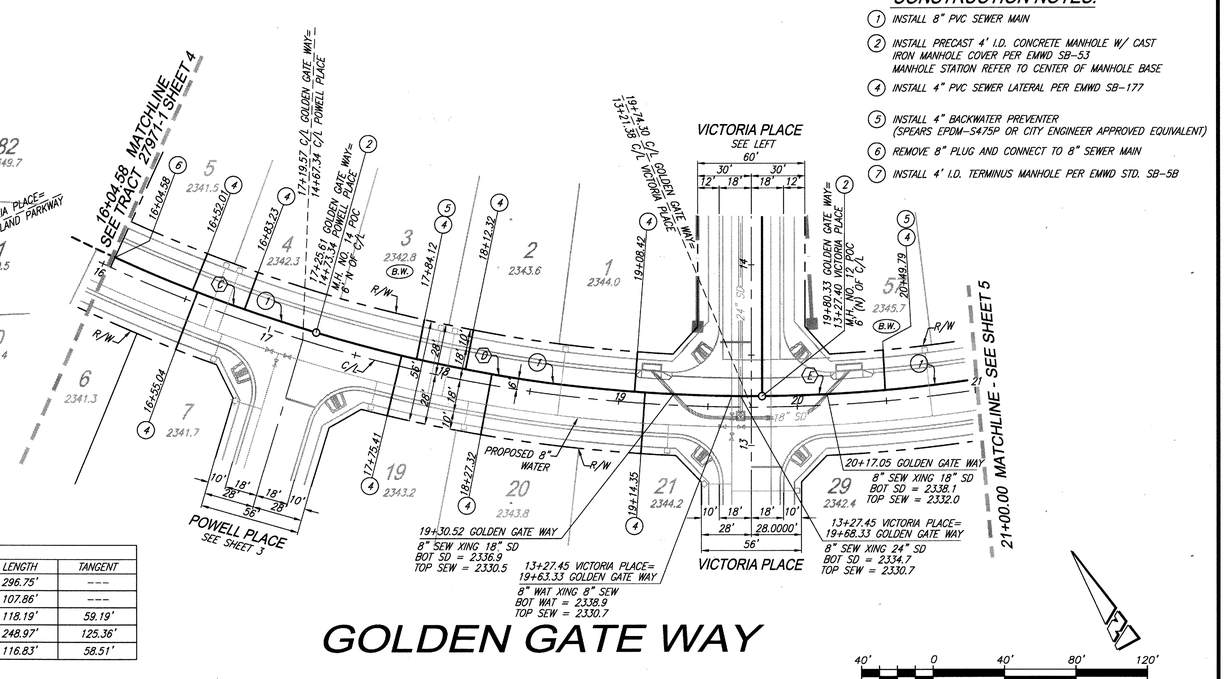

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N41°44'50"E	---	296.75'	---
B	N41°44'50"E	---	107.86'	---
C	07°52'27"	860.00'	118.19'	59.19'
D	16°35'13"	860.00'	248.97'	125.36'
E	07°47'02"	860.00'	116.83'	58.51'

SCALE: 1"=40'

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BASIS OF BEARINGS:
DESCRIPTION:
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BEARING: N 27°39'52" E

BENCHMARK:
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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-f Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
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CHECKED BY: N.J.A.
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CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971 – 2
VICTORIA PLACE
STA: 9+44.85 TO STA: 14+37.26
GOLDEN GATE WAY
STA: 16+04.58 TO STA: 21+00.00

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 4 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3107

PRELIMINARY NOT FOR CONSTRUCTION

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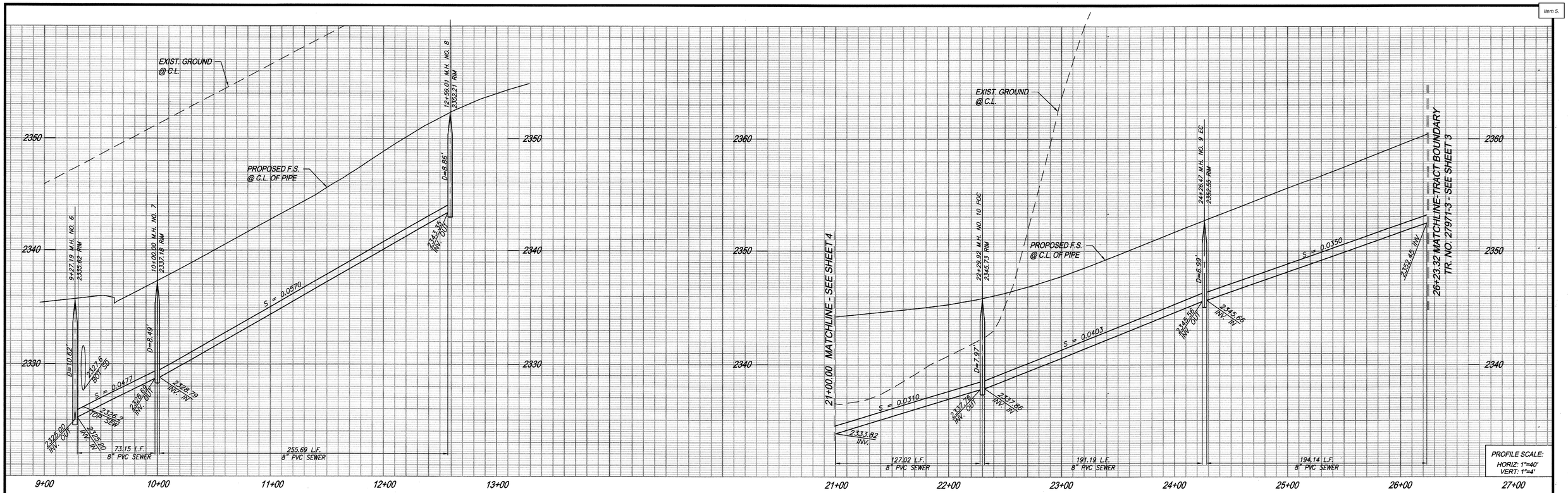
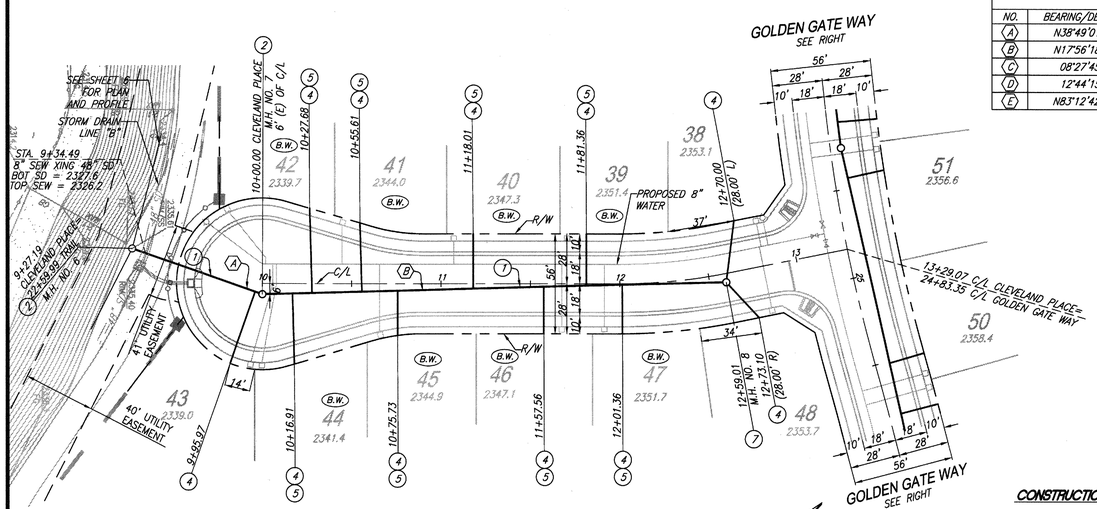
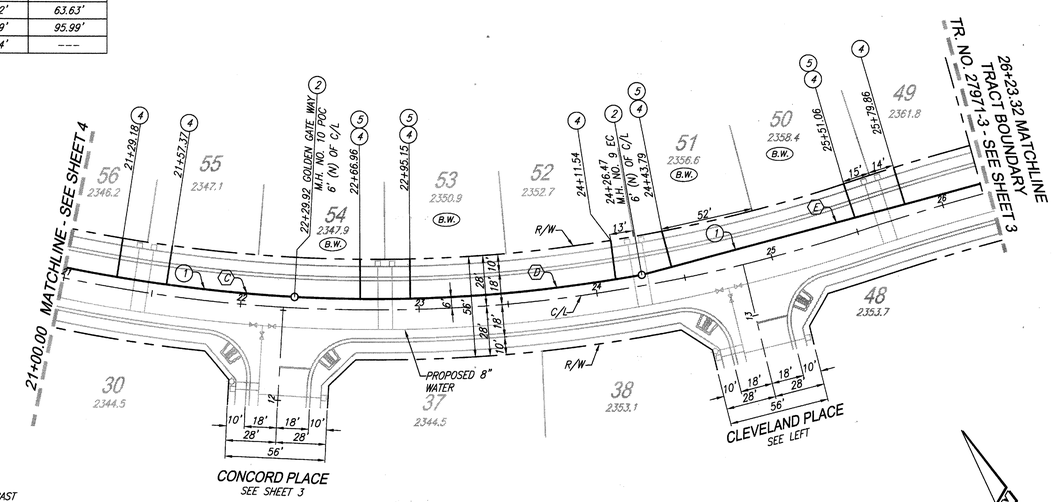


PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N38°49'01"E	---	73.15'	---
B	N17°56'18"E	---	255.69'	---
C	08°27'45"	860.00'	127.02'	63.63'
D	12°44'15"	860.00'	191.19'	95.99'
E	N83°12'42"W	---	194.14'	---





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NOTE:
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1. INSTALL 8" PVC SEWER MAIN
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NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

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TRACT 27971 – 2
CLEVELAND PLACE
STA: 9+27.19 TO STA: 12+59.01
GOLDEN GATE WAY
STA: 21+00.00 TO STA: 26+23.32
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 5 OF 6 SHEETS
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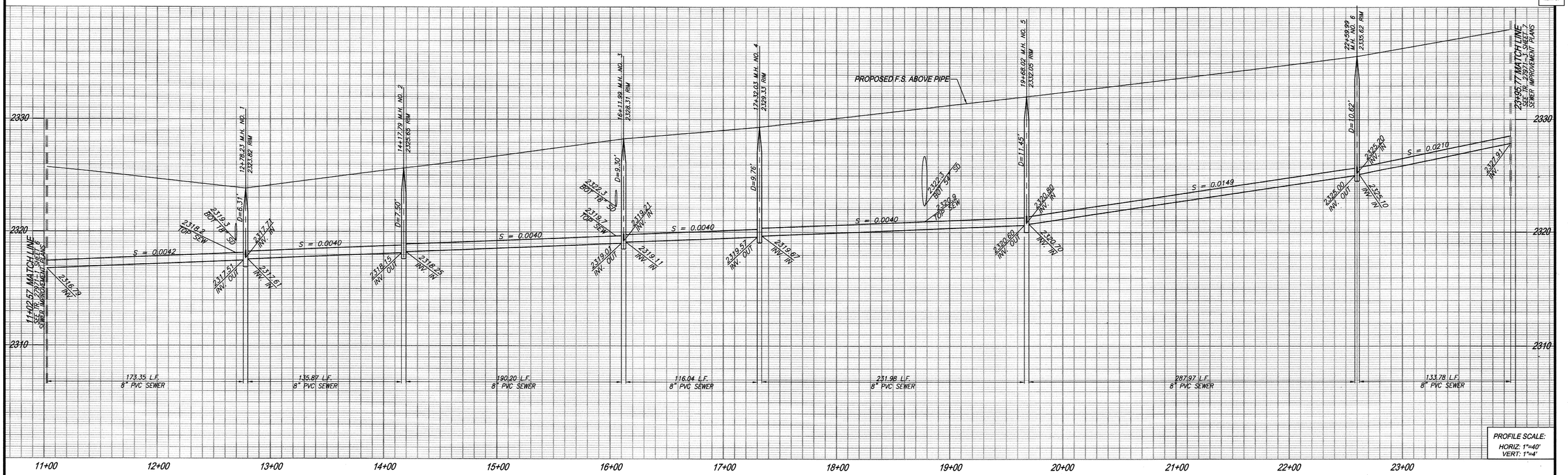

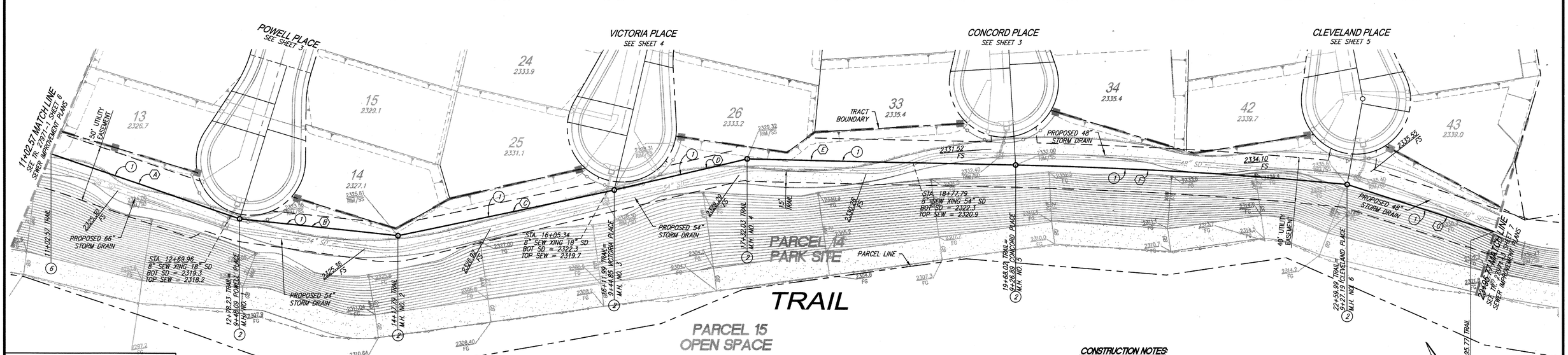

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NOTE:
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PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N42°23'51"W	---	173.35'	---
B	N55°21'41"W	---	135.87'	---
C	N73°26'43"W	---	190.20'	---
D	N74°51'17"W	---	116.04'	---
E	N60°10'56"W	---	231.98'	---
F	04°16'28"	3860.23'	287.97'	144.05'
G	N43°31'10"W	---	133.78'	---

CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
3. INSTALL 8" PLUG
6. REMOVE 8" PLUG AND CONNECT TO 8" SEWER MAIN

40' 0 40' 80' 120'
SCALE: 1"=40'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: N.C. Salas Date 6.29.17
Recommended for Approval By: N.C. Salas Date 6.29.17
Approved By: Director of Public Works Date: 7.17.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971 – 2
TRAIL
STA: 11+02.57 TO STA: 23+95.77

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 6 OF 6 SHEETS
DRAWING NAME:
FILE NO.: 3107

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:47pm By: tdmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2028SS.DWG

SF 17-4153

Item 5.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971-2 Street, Storm Drain, and Sewer
DATE: 9-Feb-17

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS

FAITHFUL PERFORMANCE	100%
LABOR & MATERIALS SECURITY	100%

	Construction Costs)
Streets/Drainage	$ 731,545.82
Sewer	$ 246,732.50
Total	$ 978,278.32
Warranty Retension (22.5%)	$ 220,112.62
Street/Drainage Plan Check Fees =	$ 14,630.92
X Sewer Plan Check Fees =	$ 6,168.31
Street Inspection Fees =	$ 21,946.37
X Sewer Inspection Fees =	$ 9,869.30

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

9 FEB 2017
Date

NED J. ARAUJO P.E.
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
NED J. ARAUJO
NO. 057835
EXP. 6/30/2018
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 01/02/2017

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
1,770	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(95,582 sf)	$ 20.00	$ 35,400
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.45	$ -
	L.F.	Remove Curb and Gutter	$ 18.00	$ -
104	L.F.	Remove A.C. Dike	$ 3.00	$ 312
	S.F.	Remove Sidewalk	$ 3.00	$ -
104	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.45	$ 255
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 7.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
1,720	TON	Asphalt Concrete - 144 lbs/cu. Ft. (95,582 OnSite SF @ 3")	$ 90.00	$ 154,800
1,918	C.Y.	Aggregate Base Class II (95,582 OnSite SF @ 6.5")	$ 50.00	$ 95,900
4	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (95,582 OnSite SF)	$ 600.00	$ 2,100
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 1.45	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 12.00	$ -
5,350	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 80,250
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ -
	L.F.	Type "C" Curb	$ 12.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 10.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 15.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
29,400	S.F.	P.C.C. Sidewalk	$ 6.00	$ 176,400
	SF	P.C.C. Drive Approach	$ 8.00	$ -
12	EA.	Handicapped Access Ramp	$ 2,000.00	$ 24,000
	EA.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 12.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
6	EA.	Street Name Sign	$ 400.00	$ 2,400
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 45.00	$ -
	L.F.	Barricades	$ 100.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 80.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
8	EA.	Street Lights (including conduit)	$ 5,000.00	$ 40,000
66	EA.	Street Trees (15 gallon)	$ 150.00	$ 9,900
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 800.00	$ -
	EA.	Under Sidewalk Drain	$ 2,000.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
7	EA.	Gutter Depression for Curb Opening Catchbasin	$ 1,500.00	$ 10,500
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
6	EA.	"STOP" Pavement Marking	$ 200.00	$ 1,200
105	L.F.	Limit Line	$ 2.00	$ 210
6	EA.	RI "STOP SIGN"	$ 250.00	$ 1,500
4	EA.	W53 "NOT A THROUGH STREET" Sign	$ 250.00	$ 1,000
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 75.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ -
	L.F.	18" R.C.P.	$ 113.00	$ -
	L.F.	24" R.C.P.	$ 140.00	$ -
	L.F.	30" R.C.P.	$ 150.00	$ -
	L.F.	36" R.C.P.	$ 155.00	$ -
	L.F.	42" R.C.P.	$ 160.00	$ -
	L.F.	48 " RCP	$ 165.00	$ -
	L.F.	54" RCP	$ 170.00	$ -
	L.F.	60" RCP	$ 175.00	$ -
	L.F.	72" RCP	$ 250.00	$ -
	0.001		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 500.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 500.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.			$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 120.00	$ -
	EA.	Catch Basin W = 4'	$ 2,200.00	$ -
	EA.	Catch Basin W = 7'	$ 4,000.00	$ -
	EA.	Catch Basin W = 10'	$ 6,000.00	$ -
	EA.	Catch Basin W = 14'	$ 7,800.00	$ -
	EA.	Catch Basin W = 21'	$ 12,000.00	$ -
	EA.	Type IX Inlet	$ 3,000.00	$ -
	EA.	Type X Inlet	$ 3,000.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 3,000.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 12,500.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 250.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 600.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 700.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 12,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 30.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 7,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,500.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 5,000.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 7.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 636,127
B.	Contingency (15%)	$ 95,419.02
C.	Streets/Drainage Total (A + B)	$ 731,546

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-2 Street, Storm Drain, and Sewer DATE: 9-Feb-17

SEWER IMPROVEMENTS

Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P. (45 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
15	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 37,500
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 30.00	$ -
	EA.	Chimneys	$ 400.00	$ -
15	EA.	Adjust M.H. to grade	$ 500.00	$ 7,500
	L.F.	Concrete Encasement	$ 35.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 45.00	$ -
	EA.	Sewer Lift Station		$ -
33	EA.	Backflow prevention device	$ 400.00	$ 13,200
1,750	L.F.	4" P.V.C Sewer Lateral	$ 17.00	$ 29,750
3,600	L.F.	8" P.V.C.	$ 35.00	$ 126,000
1	E.A.	8" P.V.C. Misc. Fittings and Plugs	$ 200.00	$ 200
2	EA.	Remove 8" Plug	$ 200.00	$ 400
				$ -

A.	Subtotal	$ 214,550
B.	Contingency (15% x A)	$ 32,183
C.	Sewer Total (A + B)	$ 246,733

****

Punch List

Project Name: PW2021-0755

Project Number:TR Tract 27971-2

Inspected By: Sergio Barbeño

Page: 1 of 1

Date: 12/4/21

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	No corrections for Bond exoneration PW2021-0755		

[COMPANY NAME]

DocuSign Envelope ID: 2C8F94F5-CACF-4703-832E-257DD231A21C

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2021-0756
Receipt No. R01185153
Fee $ 3,484.43
Date Paid 9/17/21

BOND EXONERATION APPLICATION

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone 951-704-5503

2. Contact's Address 4695 MacArthur Ct 8th Floor Neport Beach , Ca 92660
City/State/Zip

5. Contact's E-mail dbolton@taylormorrison.com

3. Developer Name Taylor Morrison Phone_____
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
PB03010405608 PA5 27971-5 Gravity Sewer Installation

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Daren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Darren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Darren Bolton 9-8-21

Print Name and Sign – Contact/Applicant Date

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities - California, LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated _____, and identified as Olivewood - Gravity Sewer System is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Ninety-seven Thousand Two * dollars ($ $97,266.97) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

*Hundred Sixty-six and 97/100

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 25th DAY OF February 2022.

(Seal)

Philadelphia Indemnity Insurance Company

SURETY

By: _____

Martha Barreras, Attorney-In-Fact

(Name)

(Address)

19800 MacArthur Blvd. Ste. 1250

Irvine, CA. 92612

(Seal)

RSI Communities - California, LLC

PRINCIPAL

By: _____

(Name)

(Title)

(Address)

4695 MacArthur Court, 8th Floor

Newport Beach, CA 92660

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

Maint. Bond PB03010405608-M

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On March 1, 2022 before me, Pamela Danile, Notary Public,
(insert name and title of the officer)

personally appeared Sean Doyle,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

PAMELA DANILE
Notary Public - California
Orange County
Commission # 2382196
My Comm. Expires Nov 8, 2025

Signature _____ **(Seal)**

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On FEB 25 2022 before me, Gina L. Garner, Notary Public,
(Here insert name and title of the officer)

personally appeared Martha Barreras,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

GINA L. GARNER
Notary Public - California
Orange County
Commission # 2361777
My Comm. Expires Jun 18, 2025

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC, *its true and lawful Attorney-in-fact with full authority to execute* on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1356394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

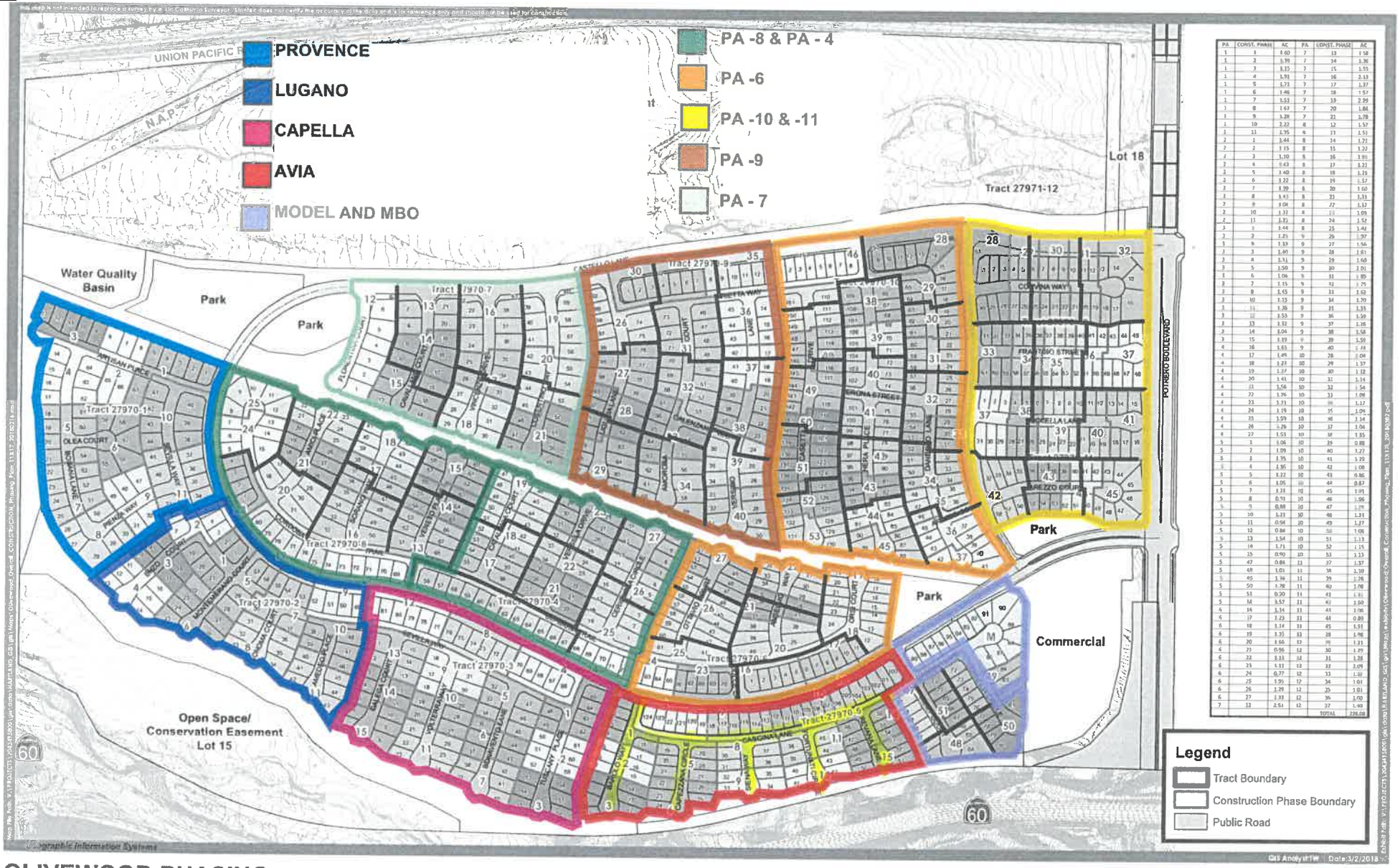
residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th *day of* February, 2022

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



PA	CONST. PHASE	AC	PA	CONST. PHASE	AC
1	1	1.60	7	13	1.58
1	2	1.39	7	14	1.36
1	3	1.15	7	15	1.55
1	4	1.91	7	16	2.13
1	5	1.73	7	17	1.37
1	6	1.46	7	18	1.57
1	7	1.51	7	19	2.29
1	8	1.67	7	20	1.84
1	9	1.28	7	21	1.78
1	10	2.22	8	12	1.57
1	11	1.95	8	13	1.51
2	1	1.44	8	14	1.71
2	2	1.15	8	15	1.22
2	3	1.10	8	16	1.91
2	4	1.43	8	17	1.21
2	5	1.40	8	18	1.15
2	6	1.22	8	19	1.57
2	7	1.39	8	20	1.60
2	8	1.61	8	21	1.31
2	9	1.06	8	22	1.12
2	10	1.22	8	23	1.09
2	11	1.31	8	24	1.52
3	1	1.44	8	25	1.42
3	2	1.21	9	26	1.97
3	3	1.13	9	27	1.56
3	3	1.40	9	28	1.61
3	4	1.11	9	29	1.60
3	5	1.50	9	30	1.01
3	6	1.06	9	31	1.89
3	7	1.15	9	32	1.75
3	8	1.15	9	33	1.52
3	10	1.13	9	34	1.70
3	11	1.26	9	35	1.35
3	12	1.53	9	36	1.59
3	13	1.32	9	37	1.48
3	14	1.04	9	38	1.58
3	15	1.19	9	39	1.50
4	16	1.15	9	40	1.18
4	17	1.45	10	28	1.04
4	18	1.23	10	29	1.37
4	19	1.17	10	30	1.12
4	20	1.41	10	31	1.14
4	21	1.56	10	32	1.54
4	22	1.76	10	33	1.08
4	23	1.71	10	34	1.12
4	24	1.19	10	35	1.09
4	25	1.59	10	36	1.14
4	26	1.29	10	37	1.06
4	27	1.53	10	38	1.35
5	1	1.06	10	39	0.88
5	2	1.09	10	40	1.27
5	3	1.35	10	41	1.29
5	4	1.36	10	42	1.08
5	5	1.22	10	43	0.86
5	6	1.05	10	44	0.87
5	7	1.21	10	45	1.01
5	8	0.93	10	46	1.06
5	9	0.88	10	47	1.19
5	10	1.21	10	48	1.21
5	11	0.94	10	49	1.27
5	12	0.84	10	50	1.08
5	13	1.54	10	51	1.13
5	14	1.71	10	52	1.15
5	15	0.90	10	53	1.13
5	47	0.84	11	37	1.37
5	48	1.01	11	38	1.10
5	49	1.34	11	39	1.28
5	50	1.78	11	40	1.08
5	51	0.90	11	41	1.31
5	54	3.57	11	42	1.60
6	16	1.14	11	43	1.08
6	17	1.23	11	44	0.89
6	18	1.14	11	45	1.31
6	19	1.35	11	28	1.98
6	20	1.66	12	29	1.21
6	21	0.96	12	30	1.29
6	22	1.11	12	31	1.28
6	23	1.11	12	32	2.09
6	24	0.77	12	33	1.10
6	25	1.25	12	34	1.01
6	26	1.29	12	35	1.01
6	27	1.33	12	36	1.00
7	12	2.51	12	37	1.40
				TOTAL	226.08

OLIVEWOOD PHASING

NOVEMBER 13, 2019

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4157
File # 3109

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. 27971-5)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and RSI Communities-California LLC, a Delaware limited liability company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # 27971-5, ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

9/17/19
Date

DEVELOPER

By RSI Communities-California LLC

NOVEMBER 6, 2018
Date

Title: Vice President Forward Planning

Address:
680 Newport Center Drive, 3F
Newport Beach, CA 92660

Basic Gov (Sales Force) # 17-4157
File # 3109

Bond Number: PB03010405608
Premium: $1,729.00

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities-California LLC, a Delaware limited liability company** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For **Tract 27971-5**, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971-5**, which is hereby incorporated herein and made a part hereof; and **Sewer Improvements.**

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of Four Hundred Thirty Two Thousand Two Hundred Ninety Seven and 65/100 dollars ($ 432,297.65) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 6, 20 18.

PRINCIPAL:	SURETY:
RSI Communities - California LLC	Philadelphia Indemnity Insurance Company
By	By Michelle Haase
Title JAMES HOLAS VICE PRESIDENT FORWARD PLANNING	Title Michelle Haase, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On 11/08/18 (Date) before me, Jessica R. Faldetta - Notary Public (Here Insert Name and Title of the Officer)

personally appeared James Holas (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JESSICA R. FALDETTA
Notary Public – California
Riverside County
Commission # 2215766
My Comm. Expires Sep 24, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: PAS Street & Drainage Performance
Document Date: 11/06/18 Number of Pages: _____
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2017 National Notary Association

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

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(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

GINA L. GARNER
Notary Public – California
Orange County
Commission # 2198045
My Comm. Expires May 18, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this NOV 06 2018 day of _____, 20 _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond Number: PB03010405608
Premium: included in performance bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and RSI Communities - California LLC (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated _____, 20__, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. 27971-5, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of Four Hundred Thirty Two Thousand Two Hundred Ninety Seven 65/100 dollars ($ 432,297.65), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on November 6, 20 18.

PRINCIPAL:

RSI Communities - California LLC

By JAMES HOLAS

Title _____

SURETY:

Philadelphia Indemnity Insurance Company

By Michelle Haase

Title Michelle Haase, Attorney-In-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 06 2018 before me, Gina L. Garner, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

GINA L. GARNER
Notary Public – California
Orange County
Commission # 2198045
My Comm. Expires May 18, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside }

On 11/06/18 (Date) before me, Jessica R. Faldetta - Notary Public (Here Insert Name and Title of the Officer)

personally appeared James Atlas (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

JESSICA R. FALDETTA
Notary Public – California
Riverside County
Commission # 2215766
My Comm. Expires Sep 24, 2021

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PAS Street & Drainage Payment

Document Date: 11/06/18 Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2017 National Notary Association

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this NOV 06 2018 day of _____, 20 _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971-5 Street, Storm Drain, and Sewer
DATE: 9-Feb-17

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	1,271,031.18
Sewer	$	432,297.65
Total	$	1,703,328.83
Warranty Retension (22.5%)	$	383,248.99
Street/Drainage Plan Check Fees =	$	25,420.62
Sewer Plan Check Fees =	$	10,807.44
Street Inspection Fees =	$	38,130.94
Sewer Inspection Fees =	$	17,291.91

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

9 FEB 2017
Date

NED J. ARAUJO, P.E.
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
NED J. ARAUJO
NO. 057835
EXP. 6/30/2018
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 01/02/2017

*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
		Roadway Excavation		
2,156	C.Y.	1. Projects with a grading plan area x 0.50' (hinge point to hinge point)(96,337 sf)	$ 20.00	$ 43,120
		2. Projects without a grading plan (road area and side slopes to daylight Cut (C) = Fill (f) =		
	C.Y. (c or f)	(a.) Excavate and Fill	$ 0.40	$ -
	C.Y. (f - c)	(b.) Excavate and Export	$ 1.10	$ -
		(c.) Import and Fill	$ 2.80	$ -
		If balance, provide (a.) only, either cut or fill		
		If export, provide (a.) & (b.), a = fill, b = cut - fill		
		If import, provide (a.) & (c.), a = cut, c= fill - cut		
		(Unit costs for (a.), (b.) & (c.) are 20% of acrual		
		costs to assure that work will be corrected to		
		eliminate hazardous conditions.)		
				$ -
	S.F.	Remove A.C. Pavement	$ 1.45	$ -
	L.F.	Remove Curb and Gutter	$ 18.00	$ -
210	L.F.	Remove A.C. Dike	$ 3.00	$ 630
	S.F.	Remove Sidewalk	$ 3.00	$ -
210	L.F.	Sawcut & Remove Exist. A.C. Pavement	$ 2.45	$ 515
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	Remove Chain Link Fence	$ 7.50	$ -
	EA.	Remove Barricade	$ 200.00	$ -
2,954	TON	Asphalt Concrete - 144 lbs/cu. Ft. (164,130 OnSite SF @ 0.25')	$ 90.00	$ 265,860
3,292	C.Y.	Aggregate Base Class II (164,130 OnSite SF @ 6.5")	$ 50.00	$ 164,600
6	TON	Asphalt Emulsion (Fog Seal/Paint Binder) (1 ton = 240 gals) (164,130 OnSite SF)	$ 600.00	$ 3,600
		apply at 0.05 + 0.03 = 0.08 gal/SY		$ -
	S.F	AC overlay (min. 0.10') If export, provide (a) & (b), a=fill, b=cut-fill If import, provide (a)&(C), a=cut, c=fill-cut (Unit costs for (a), (b) & (C) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)	$ 0.90	$ -
	S.F.	Remove A.C. Pavement	$ 1.45	$ -
	L.F.	Curb and Gutter (Wedge Curb)	$ 12.00	$ -
8,870	L.F.	Curb and Gutter (Type A-6)	$ 15.00	$ 133,050
	L.F.	Curb and Gutter (Type A-8)	$ 17.00	$ -
	L.F.	Type "C" Curb	$ 12.00	$ -
	L.F.	Type "D" Curb	$ 15.00	$ -
	L.F.	A.C. Dike (6") (incl. material & labor)	$ 10.00	$ -
	L.F.	A.C. Dike (8") (incl. Material & labor)	$ 15.00	$ -
	S.F.	P.C.C. Cross Gutter and Spandrels	$ 10.00	$ -
55,620	S.F.	P.C.C. Sidewalk	$ 6.00	$ 333,720
	SF	P.C.C. Drive Approach	$ 8.00	$ -
20	EA.	Handicapped Access Ramp	$ 2,000.00	$ 40,000
	S.F.	P.C.C. Drive Approach (individual lot driveway approach per finished grading plan)	$ 12.00	$ -
	S.F.	Cold Plane & Overlay Exist. A.C. Paving	$ 4.00	$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
9	EA.	Street Name Sign	$ 400.00	$ 3,600
	EA.	Delineators-per Caltrans Std. A73C, Class 1, Type F	$ 40.00	$ -
	EA.	Object Markers - Modified Type F Delineators, Riverside County	$ 45.00	$ -
	L.F.	Barricades	$ 100.00	$ -
	L.F.	Utility Trench, one side (Edison, Telephone, Cable) (Total length of streets)	$ 10.00	$ -
	L.F.	Chain Link Fence (6')	$ 80.00	$ -
	L.F.	Remove Fence	$ 4.00	$ -
	EA.	Remove Power Pole	$ 1,200.00	$ -
15	EA.	Street Lights (including conduit)	$ 5,000.00	$ 75,000
143	EA.	Street Trees (15 gallon)	$ 150.00	$ 21,450
	L.S.	Landscape and Irrigation	$ -	$ -
	EA.	Concrete Bulkhead	$ 200.00	$ -
	C.Y.	Structural Reinforced Concrete	$ 400.00	$ -
	EA.	Slope Anchors for Pipes	$ 300.00	$ -
	L.F.	Cut Off Wall (Std. 2')	$ 5.50	$ -
	EA.	A.C. Overside Drain	$ 800.00	$ -
	EA.	Under Sidewalk Drain	$ 2,000.00	$ -
	S.F.	Terrace Drains and Down Drains	$ 6.50	$ -
	S.F.	Interceptor Drains	$ 6.50	$ -
9	EA.	Gutter Depression for Curb Opening Catchbasin	$ 1,500.00	$ 13,500
	EA.	Access Driveway for Storm Drain at Cul-de-Sac	$ 640.00	$ -
10	EA.	"STOP" Pavement Marking	$ 200.00	$ 2,000
175	L.F.	Limit Line	$ 2.00	$ 350
10	EA.	RI "STOP SIGN"	$ 250.00	$ 2,500
7	EA.	W53 "NOT A THROUGH STREET" Sign	$ 250.00	$ 1,750
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	C.Y.	Rip Rap (1/4 Ton) Method B	$ 40.00	$ -
	C.Y.	Rip Rap (1/2 Ton) Method B	$ 45.00	$ -
	C.Y.	Rip Rap (1 Ton) Method B	$ 50.00	$ -
	C.Y.	Rip Rap (2 Ton) Method B	$ 55.00	$ -
	C.Y.	Grouted Rip Rap (1/4 Ton) Method B	$ 60.00	$ -
	C.Y.	Grouted Rip Rap (1/2 Ton) Method B	$ 67.00	$ -
	C.Y.	Grouted Rip Rap (1Ton) Method B	$ 75.00	$ -
	C.Y.	Grouted Rip Rap (2 Ton) Method B	$ 80.00	$ -
	L.F.	18" R.C.P.	$ 113.00	$ -
	L.F.	24" R.C.P.	$ 140.00	$ -
	L.F.	30" R.C.P.	$ 150.00	$ -
	L.F.	36" R.C.P.	$ 155.00	$ -
	L.F.	42" R.C.P.	$ 160.00	$ -
	L.F.	48 " RCP	$ 165.00	$ -
	L.F.	54" RCP	$ 170.00	$ -
	L.F.	60" RCP	$ 175.00	$ -
	L.F.	72" RCP	$ 250.00	$ -
	0.001		$ 1.00	$ -
	L.F.		$ 1.00	$ -
	EA.	H.D.P.E. Clean Out	$ 400.00	$ -
	EA.	Drain Basin	$ 500.00	$ -
	EA.	Curb Outlet	$ 3,000.00	$ -
	EA.	Fossil Filters	$ 500.00	$ -
	EA.	18" C.M.P. Wye	$ 500.00	$ -
	EA.	Riprap Headwall	$ 1,000.00	$ -
	EA.	Concrete Collar	$ 500.00	$ -
	EA.	Outlet Structure	$ 10,000.00	$ -
	EA.			$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	60" C.S.P.	$ 120.00	$ -
	EA.	Catch Basin W = 4'	$ 2,200.00	$ -
	EA.	Catch Basin W = 7'	$ 4,000.00	$ -
	EA.	Catch Basin W = 10'	$ 6,000.00	$ -
	EA.	Catch Basin W = 14'	$ 7,800.00	$ -
	EA.	Catch Basin W = 21'	$ 12,000.00	$ -
	EA.	Type IX Inlet	$ 3,000.00	$ -
	EA.	Type X Inlet	$ 3,000.00	$ -
	EA.	Junction Structure No. 1	$ 3,000.00	$ -
	EA.	Junction Structure No. 2	$ 3,000.00	$ -
	EA.	Junction Structure No. 6	$ 3,700.00	$ -
	EA.	Transition Structure No. 1	$ 12,500.00	$ -
	EA.	Transition Structure No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 1	$ 2,700.00	$ -
	EA.	Manhole No. 2	$ 3,300.00	$ -
	EA.	Manhole No. 3	$ 2,700.00	$ -
	EA.	Manhole No. 4	$ 5,000.00	$ -
	EA.	Adjust Water Valve (if no water plan)	$ 250.00	$ -
	EA.	Adjust MH to grade (if no sewer plan)	$ 600.00	$ -
	EA.	Headwall	$ 5,000.00	$ -
		Remove & Dispose of Interferring 30" Storm Drain		
	L.S.	and 36" Riser	$ 700.00	$ -
	EA.	Remove & Dispose of RCB Headwall & Wingwall	$ 12,000.00	$ -
	L.F.	and Concrete Bulkhead	$ 30.00	$ -
	EA.	Outlet Structure (Line A & B)	$ 7,000.00	$ -
	EA.	Remove Existing Headwall	$ 1,500.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

STREET IMPROVEMENTS (Cont'd.)				
QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	EA.	Water Quality Structure	$ 5,000.00	$ -
	LS	Concrete Inlet Apron	$ 11,000.00	$ -
	LS	Emergency Spillway	$ 27,000.00	$ -
	LS	84" Storm Drain Grate	$ 8,500.00	$ -
	SF	3' Wide V-Gutter (945 LF)	$ 7.00	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal:	$ -

A.	Subtotal	$ 1,105,245
B.	Contingency (15%)	$ 165,787
C.	Streets/Drainage Total (A + B)	$ 1,271,031

****

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET

PROJECT: Tract 27971-5 Street, Storm Drain, and Sewer DATE: 9-Feb-17

SEWER IMPROVEMENTS

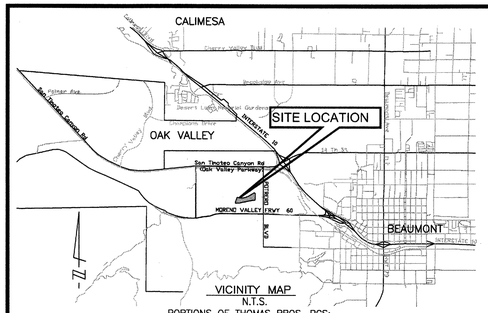
Show quantities on this sheet only if project has a sewer plan. If no water plan, then show applicable quantities as part of street improvements.

QTY.	UNIT	ITEM	UNIT COST	AMOUNT
	L.F.	4" V.C.P. (45 Lots @ 25' Avg. Length & 5' for cleanout)	$ 15.00	$ -
	L.F.	4" P.V.C. Force Main & Fittings	$ 26.00	$ -
	L.F.	8" V.C.P.	$ 30.00	$ -
	L.F.	10" V.C.P.	$ 35.00	$ -
	L.F.	12" V.C.P.	$ 40.00	$ -
	L.F.	15" V.C.P.	$ 50.00	$ -
25	EA.	Standard or Terminus Manholes	$ 2,500.00	$ 62,500
	EA.	Drop Manholes	$ 4,000.00	$ -
	EA.	Cleanouts	$ 500.00	$ -
	EA.	Sewer Y's	$ 30.00	$ -
	EA.	Chimneys	$ 400.00	$ -
25	EA.	Adjust M.H. to grade	$ 500.00	$ 12,500
	L.F.	Concrete Encasement	$ 35.00	$ -
	EA.	4" P.V.C. Misc. Fittings	$ 120.00	$ -
	L.F.	Sewer Pipe Sleeving	$ 45.00	$ -
	EA.	Sewer Lift Station		$ -
69	EA.	Backflow prevention device	$ 400.00	$ 27,600
3,818	L.F.	4" P.V.C Sewer Lateral	$ 17.00	$ 64,906
5,943	L.F.	8" P.V.C.	$ 35.00	$ 208,005
1	E.A.	8" P.V.C. Misc. Fittings and Plugs	$ 200.00	$ 200
1	EA.	Remove 8" Plug	$ 200.00	$ 200
				$ -

A.	Subtotal	$ 375,911
B.	Contingency (15% x A)	$ 56,387
C.	Sewer Total (A + B)	$ 432,298

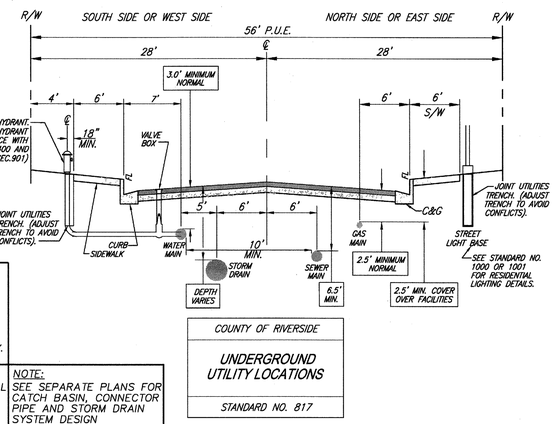
****

CITY OF BEAUMONT, CALIFORNIA
PUBLIC SEWER IMPROVEMENT PLANS
TRACT NO. 27971-5



VICINITY MAP
N.T.S.
PORTIONS OF THOMAS BROS. PGS; 689, 690, 719 AND 720 2006 EDITION

NOTE:
PROPOSED SEWER MAINS ARE PUBLIC & TO BE MAINTAINED BY THE CITY.



COUNTY OF RIVERSIDE

UNDERGROUND UTILITY LOCATIONS

STANDARD NO. 817

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

LOCATION MAP

SCALE: 1"= 300'

UTILITIES

WATER	BEAUMONT CHERRY VALLEY WATER DISTRICT 560 MAGNOLIA BEAUMONT, CA 9222 951-845-9581
ELECTRICITY	S.C.E. 287 TENNESSEE REDLANDS, CA 92373 909-307-6770
TELEPHONE	VERIZON 1980 ORANGETREE LANE SUITE 100 REDLANDS, CA 92374 909-748-6649
GAS	SOUTHERN CALIFORNIA GAS CO 1981 W. LUGONIA AVENUE REDLANDS, CA 92374 909-335-7581
SEWER	CITY OF BEAUMONT 550 E. 6TH STREET BEAUMONT, CA 92223 951-769-8520

300' 0 300' 600' 900'
SCALE: 1"=300'

NOTE:

TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

NED ARAUJO RCE 57835 — 22 JUNE 2017 DATE

SEWER NOTES

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
5. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
7. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
8. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
9. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
10. FORCE MAINS SHALL BE P.V.C. AND STEEL AS SHOWN ON DRAWINGS.
11. IN NO CASE SHALL THE EXISTING SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM
12. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARD AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
13. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.
14. MAXIMUM VELOCITY OF THE SEWER MAIN SHALL NOT EXCEED 10 FT/S AT DESIGN FLOW AND MINIMUM ACCEPTED VELOCITY SHALL BE 2 FT/S AT DESIGN FLOW (MAX. DEPTHS: ½ FULL FOR 12" DIAMETER AND SMALLER AND 3/4 FULL FOR 15" AND LARGER DIAMETER). MAXIMUM SLOPES ARE AS FOLLOWS: 8"-0.1200, 10"-0.0850, 12"-0.0660, 15"-0.0500, 18"-0.0370, 21"-0.0300, 24"-0.0250. MINIMUM SLOPES ARE AS FOLLOWS: LATERALS: 4 & 6 INCHES-0.0200, MAIN LINES: 8"-0.0040, 10"-0.0032, 12"-0.0024, 15"-0.0016, 18"-0.0014, 21"-0.0012, 24"-0.0010.
15. SEWERS GREATER THAN 20' IN DEPTH SHALL BE C-900, DR-14 PVC PIPE, SEWERS LESS THAN 20' SHALL BE SDR-35 PVC PIPE.

ABBREVIATIONS

FG	FINISH GRADE
FS	FINISH SURFACE
INV	INVERT OF PIPE
C/L OR CL	CENTERLINE
R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE
C.O.	CLEANOUT
LAT	LATERAL
STA	STATION
PROP	PROPOSED
PUE	PUBLIC UTILITY & EMERGENCY VEHICLE ACCESS EASEMENT
L	LENGTH
N.T.S.	NOT TO SCALE
ELEV./EL.	ELEVATION
MIN.	MINIMUM
MAX.	MAXIMUM
M.H.	MANHOLE
TYP.	TYPICAL
POC	POINT OF CONNECTION
SSPWC	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
SEW	SEWER

LEGEND

	TRACT BOUNDARY/ R/W
	CENTERLINE
	PROPOSED 8" SEWER MAIN
	PROPOSED 4" SEWER SERVICE
	SEWER MANHOLE
	CLEAN OUT
	PROPOSED WATER BY OTHERS
	PROPOSED 8" OR 16" WATER
	PROPOSED WATER SERVICE
(B.W.)	PROPOSED BACKFLOW PREVENTER
"WYE" STATION @ MAIN	
SEWER LATERAL CALLOUT	10+35.22 (6)
CONSTRUCTION NOTE REFERENCE	

NOTE:
THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM WITH CURRENT STANDARDS AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS REQUIRED FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES THEY HAVE CONCERNS WITH BEFORE STARTING WORK.
3. QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.
4. THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

APPLICANT/SUBDIVIDER:

RSI COMMUNITIES – HEARTLAND LLC
620 NEWPORT CENTER DRIVE, 12TH FLOOR
NEWPORT BEACH, CA 92660
OFFICE: (949) 270-3636

24 HOUR EMERGENCY CONTACT

(CITY OF BEAUMONT MUST BE NOTIFIED OF CHANGES IN NAME, ADDRESS OR TELEPHONE NUMBER)

SITE SUPERINTENDENT – MIKE TURNER

LB/L – SUNCAL HEARTLAND, LLC
1250 CORONA POINT COURT/SUITE 210
CORONA, CALIFORNIA 92879
OFFICE: (951) 271-3807 FAX: (951) 271-3857
24 HOUR EMERGENCY CONTACT (951) 818-9130

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET-LOCATION MAP-VICINITY MAP-SEWER NOTES
SHEET 2 – CONSTRUCTION NOTES-TYPICAL QUANTITIES-SECTIONS
SHEET 3 – BLUFF STREET – 9+26.55 TO 14+63.13
MELON PLACE – 9+26.44 TO 12+36.53
SHEET 4 – RAINER PLACE – 9+23.65 TO 11+46.11
CHARLESTON PLACE – 10+74.42 TO 12+77.69
MARYLAND PLACE – 10+75.68 TO 13+07.29
SHEET 5 – PLEASANT STREET – 9+94.00 TO 15+89.76
BRISTOL PLACE – 9+94.00 TO 14+48.74
SHEET 6 – PEACOCK COURT – 10+06.00 TO 20+40.75
SHEET 7 – PEACOCK COURT – 20+40.75 TO 27+98.78
HEARTLAND PARKWAY SOUTH – 50+68.21 TO 51+55.00
SHEET 8 – "TRAIL" – 36+99.35 TO 46+95.00
SHEET 9 – "TRAIL" – 46+95.00 TO 54+46.75

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826532. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-f Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.20.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5

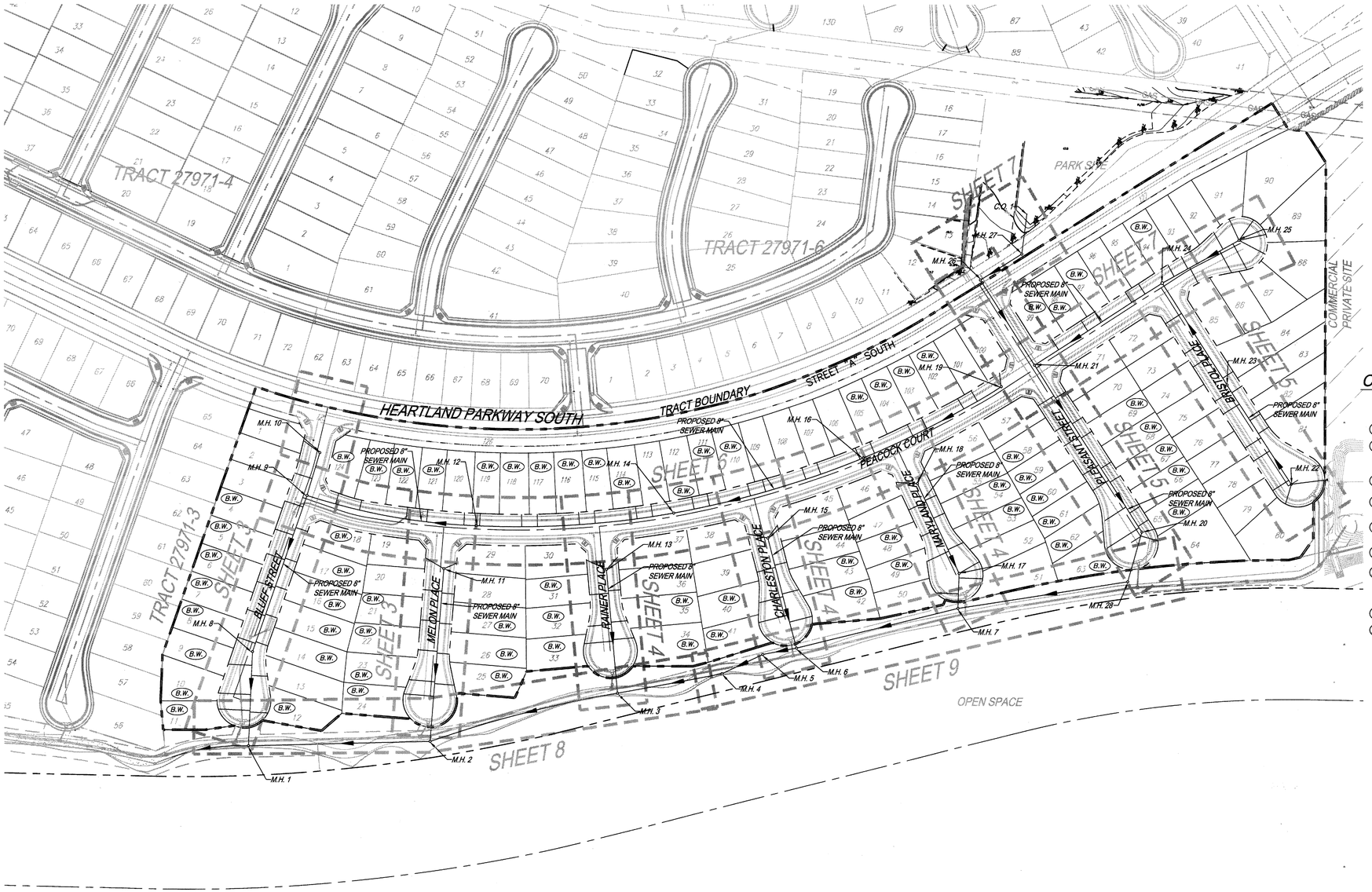
TITLE SHEET - LOCATION MAP
VICINITY MAP - SEWER NOTES

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

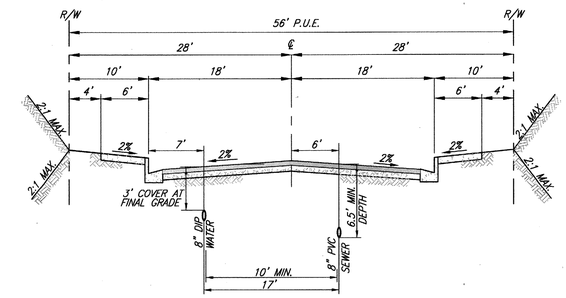
SHEET 1 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:41pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2029SS.DWG



PRIVATE LOCAL STREET



TYPICAL SECTION

PEACOCK COURT, BLUFF STREET, MELON PLACE, RAINER PLACE

CHARLESTON PLACE, MARYLAND PLACE, PLEASANT STREET, BRISTOL PLACE, HEARTLAND PKWY SOUTH

NOTE: MIN. WATER/SEWER SEPARATION IS 10' MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	ITEM	PUBLIC QUANTITY
1	INSTALL 8" PVC SEWER MAIN.	6,100 L.F.
2	INSTALL PRECAST 4' CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53. MANHOLE STATION REFER TO CENTER OF MANHOLE BASE	17 EA.
3	INSTALL 8" PLUG	1 EA.
4	INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177	3,880 L.F.
5	INSTALL 4" BACKFLOW PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT).	68 EA.
6	REMOVE 8" PLUG CONNECT TO EXISTING 8" SEWER	1 EA.
10	INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD STD. SB-53	2 EA.
11	INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STD. SB-58	9 EA.
12	INSTALL CLEANOUT PER EMWD STD. SB-52	1 EA.

NOTE:

1) ALL SEWER MAIN PIPE LENGTH QUANTITIES SHOWN ON PLANS REFLECT VERTICAL PROJECTION OF HORIZONTAL PIPE ALIGNMENT.
2) ALL SEWER MAIN PIPE LENGTHS SHOWN IN PIPE DATA TABLE ARE HORIZONTAL PIPE LENGTHS.
3) THE SEWER MAIN PIPE STATIONING IN PLAN AND PROFILE VIEWS REFLECT HORIZONTAL STATION OFFSETS OF THE STREET CENTER LINE STATIONING.
4) SEWER MAIN PIPE LENGTHS SHOWN IN PROFILE ARE BASED UPON TRUE HORIZONTAL PIPE LENGTHS.
5) THE LENGTH OF SEWER MAIN ALONG CURVES WILL VARY FROM STREET CENTERLINE STATION LENGTHS DUE TO HORIZONTAL PROJECTION OF VARYING CURVE RADII.

LOTS REQUIRING BACKFLOW PREVENTERS

LOT NO.					
4	5	6	7	8	9
10	11	12	14	15	16
17	18	21	22	23	24
25	26	27	31	32	33
34	35	40	41	42	43
48	49	53	54	58	59
60	61	62	63	65	66
67	68	69	94	97	98
99	102	103	104	105	108
109	110	111	112	114	115
116	117	118	119	121	122
123	124				

NOTE: THIS SYMBOL (B.W.) IS USED IN ACCORDANCE WITH CONSTRUCTION NOTE NO. 5.

100' 0 100' 200' 300'
SCALE: 1"=100'

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
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THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

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BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Date: 7.20.17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

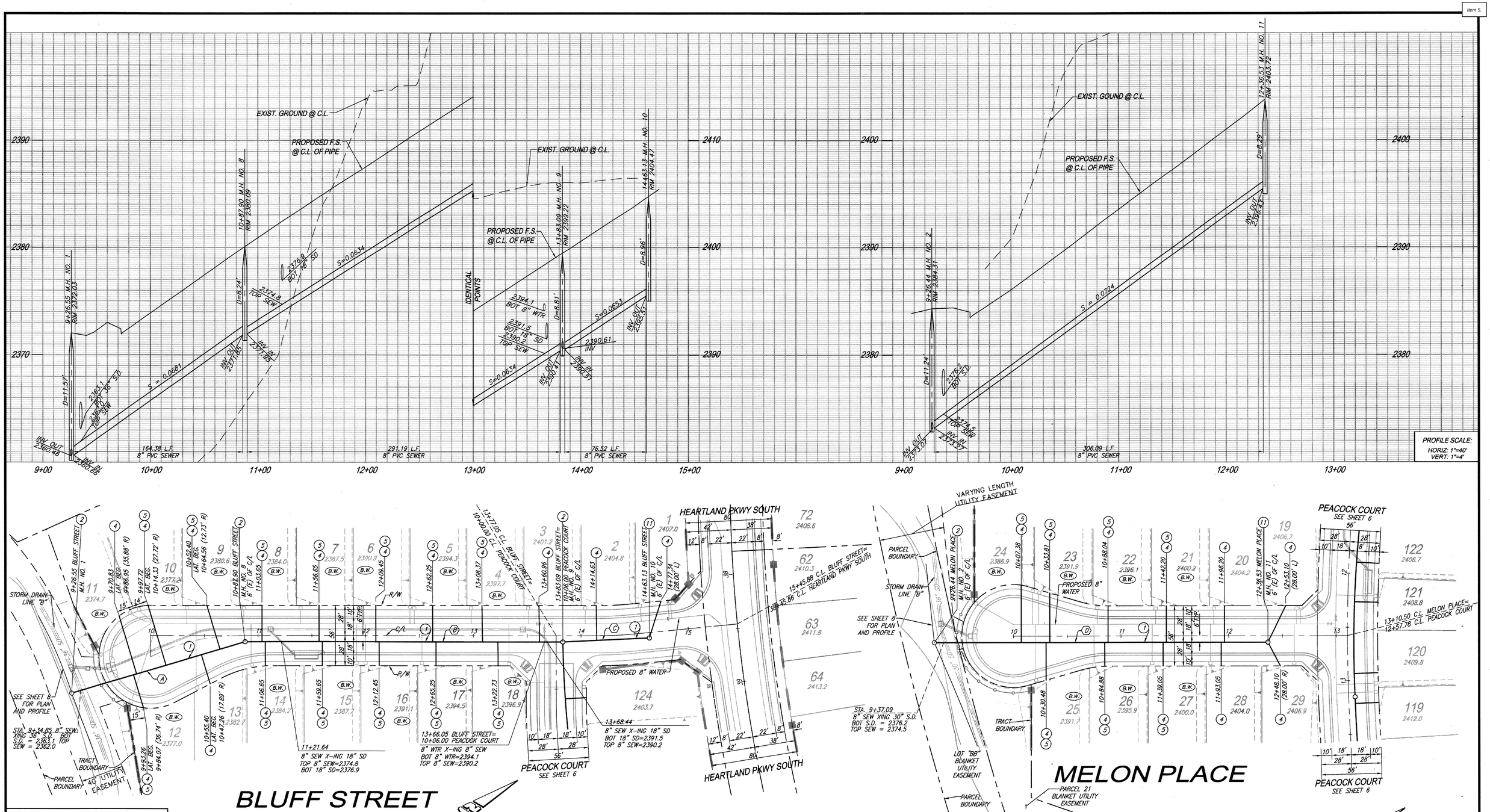
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
CONSTRUCTION NOTES & QUANTITIES
TYPICAL SECTION

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 2 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:41pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2030SS.DWG



THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
4. INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177
5. INSTALL 4" BACKWATER PREVENTER (SPEARS EPDM-5475P OR CITY ENGINEER APPROVED EQUIVALENT)
11. INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STANDARD SB-58

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N02°33'41"E	---	164.38'	---
B	N19°13'20"E	---	291.19'	---
C	N16°23'47"E	---	76.52'	---
D	N04°36'48"E	---	306.09'	---

SCALE: 1"=40'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 204249581O

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.20.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

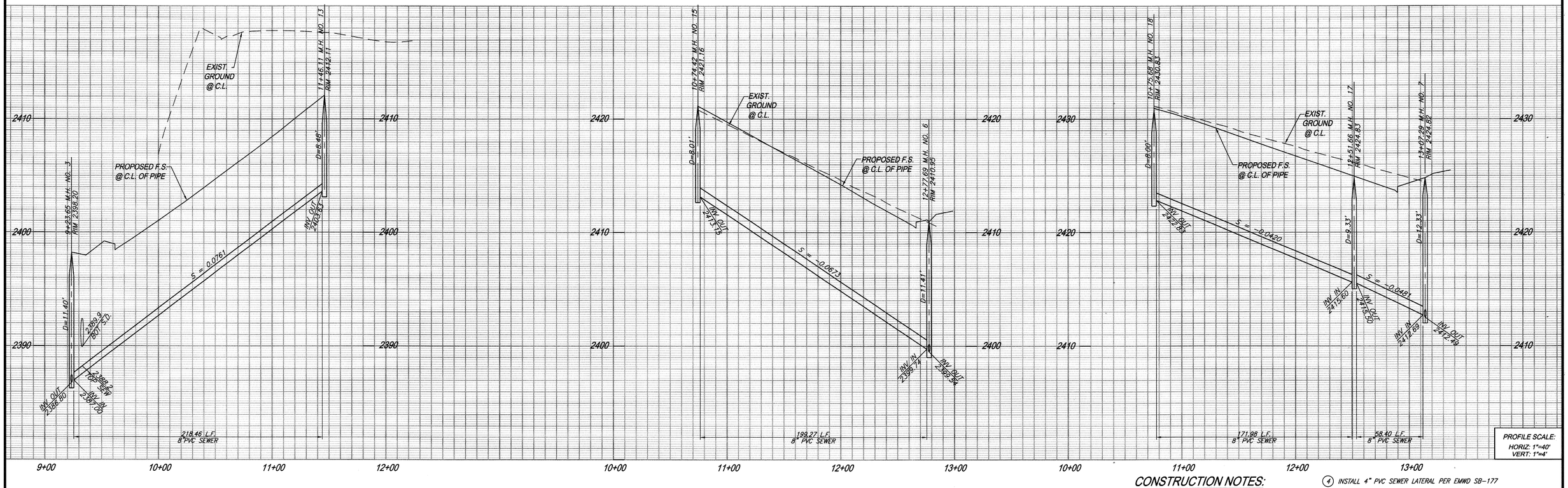
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
BLUFF STREET
STA: 9+26.55 TO STA: 14+63.13
MELON PLACE
STA: 9+26.44 TO STA: 12+36.53

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 3 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:42pm By: talmgren DWG: V:\2042\active\204249581O\drawing\sheet_files\49581OC-2031SS.DWG



CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
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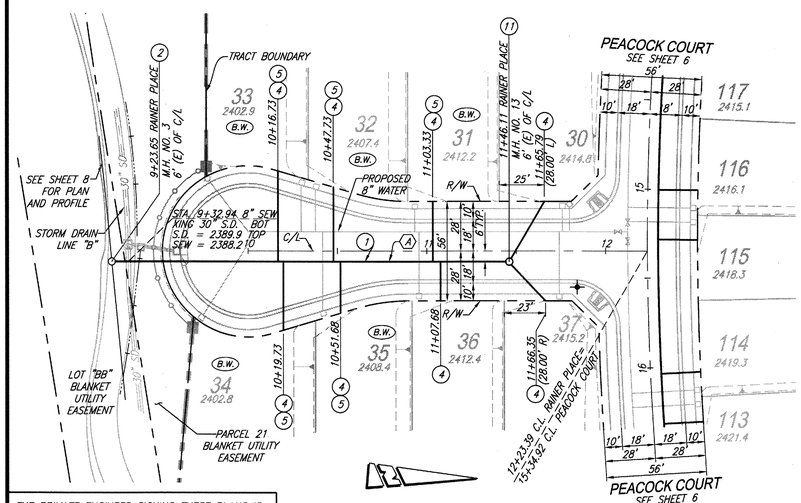
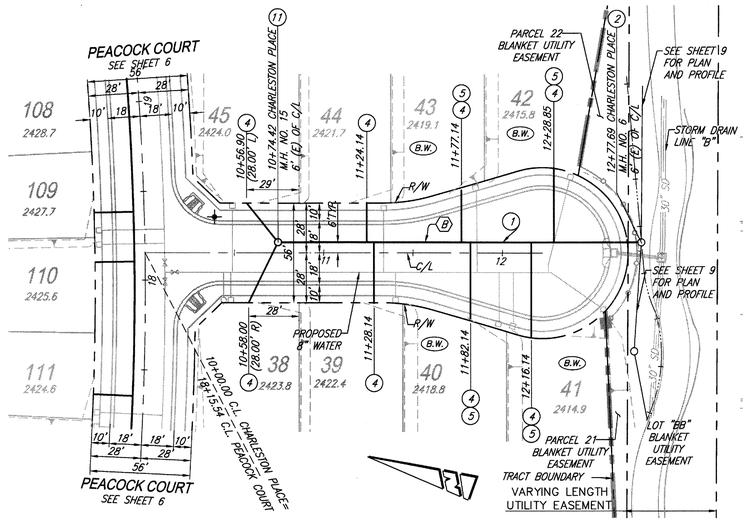
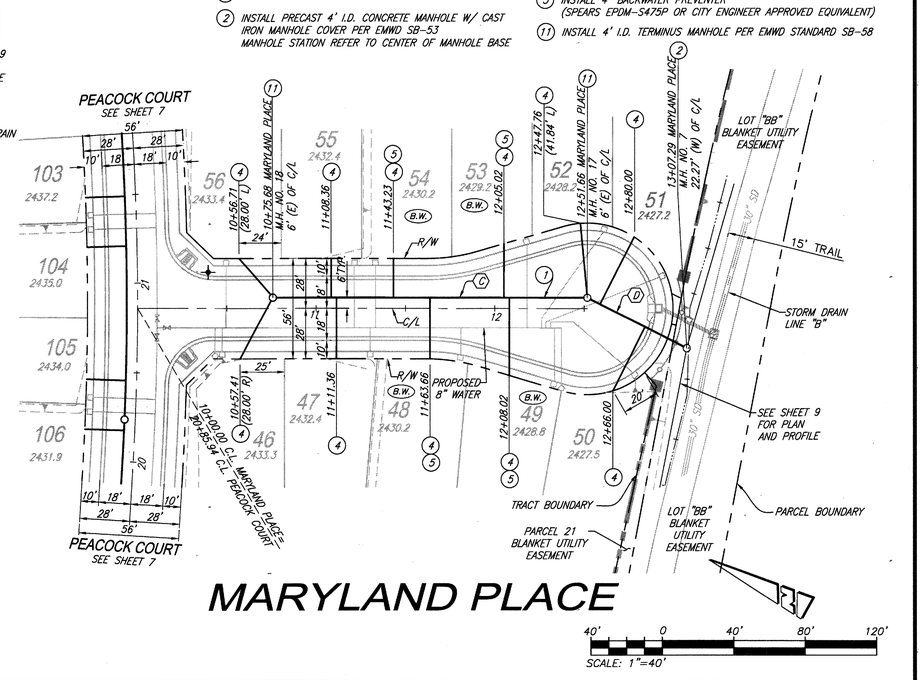


RAINER PLACE



CHARLESTON PLACE



MARYLAND PLACE

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N05°02'07"W	---	218.46'	---
B	N14°29'29"W	---	199.27'	---
C	N24°54'10"W	---	171.98'	---
D	N1°56'26"E	---	58.40'	---

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #8266.32. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV. 2446.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-1 Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: N.C.S. Date: 6.29.17
Recommended for Approval By: N.C.S. Date: 6.29.17
Approved By: Director of Public Works Date: 7.20.17

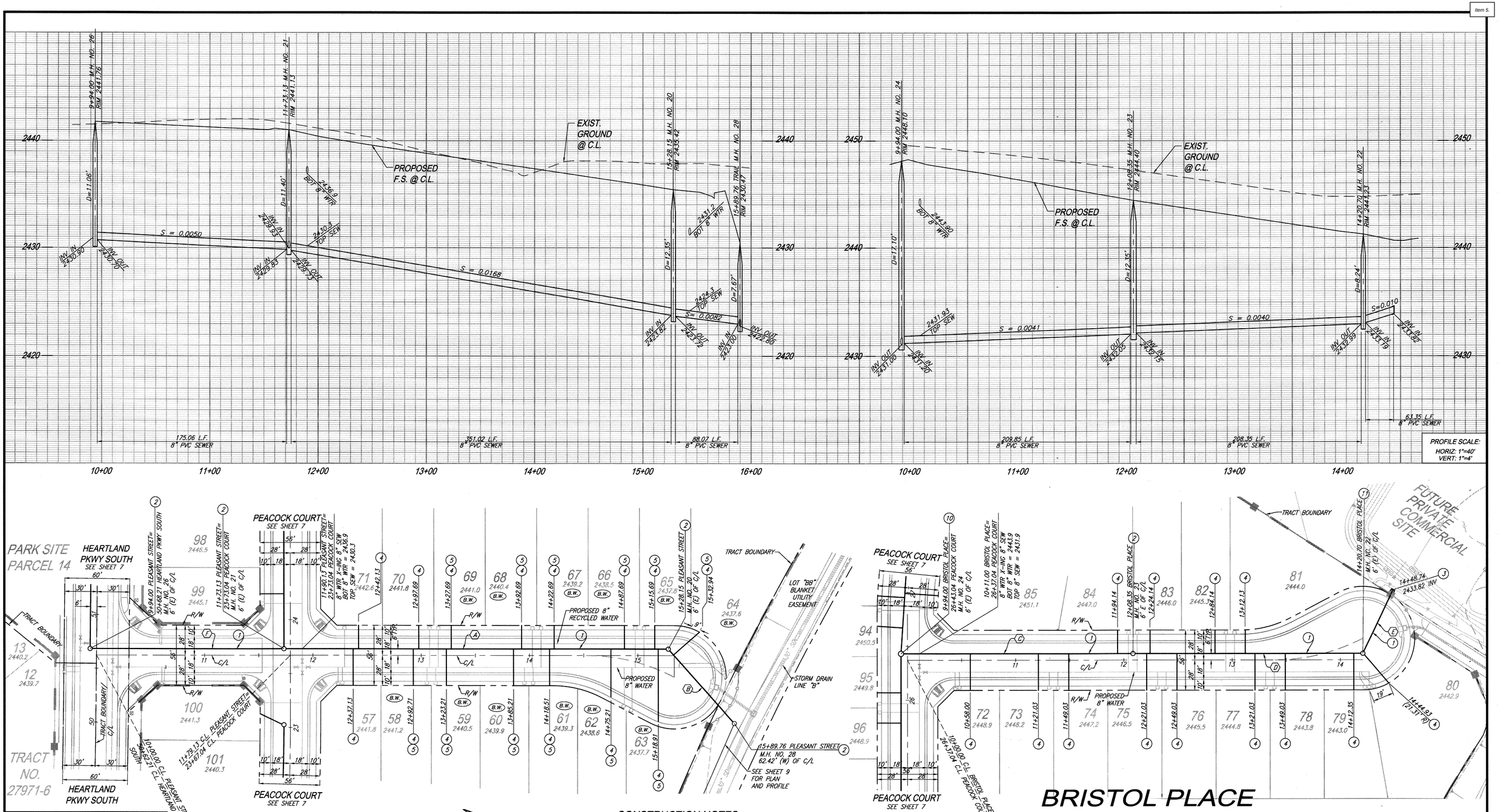
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
RAINER PLACE
STA: 9+23.65 TO STA: 11+46.11
CHARLESTON PLACE
STA: 10+74.42 TO STA: 12+77.69
MARYLAND PLACE
STA: 10+75.68 TO STA: 13+07.29
FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

SHEET 4 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:42pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2032SS.DWG



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NOTE:
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CONSTRUCTION NOTES:

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2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
3. INSTALL 8" PLUG
4. INSTALL 4" PVC SEWER LATERAL PER EMWD SB-177
5. INSTALL 4" BACKWATER PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)
10. INSTALL MODIFIED PRECAST CONCRETE 5' I.D. MANHOLE W/PVC LINER FROM BOTTOM OF CHANNEL TO TOP OF ADJUSTING RING AND CAST IRON MANHOLE COVER PER EMWD SB-53
11. INSTALL 4' I.D. TERMINUS MANHOLE PER EMWD STANDARD SB-58

PIPE DATA

NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N32°33'57"W	---	351.02'	---
B	N15°56'49"E	---	88.07'	---
C	N32°33'57"W	---	209.85'	---
D	N32°33'57"W	---	208.35'	---
E	N82°51'00"E	---	63.35'	---
F	N32°33'57"W	---	175.06'	---

40' 0 40' 80' 120'
SCALE: 1"=40'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

Reviewed By: N.C. Date: 6.29.17
Recommended for Approval By: N.C. Date: 6.29.17
Approved By: Director of Public Works Date: 7.10.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St.
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

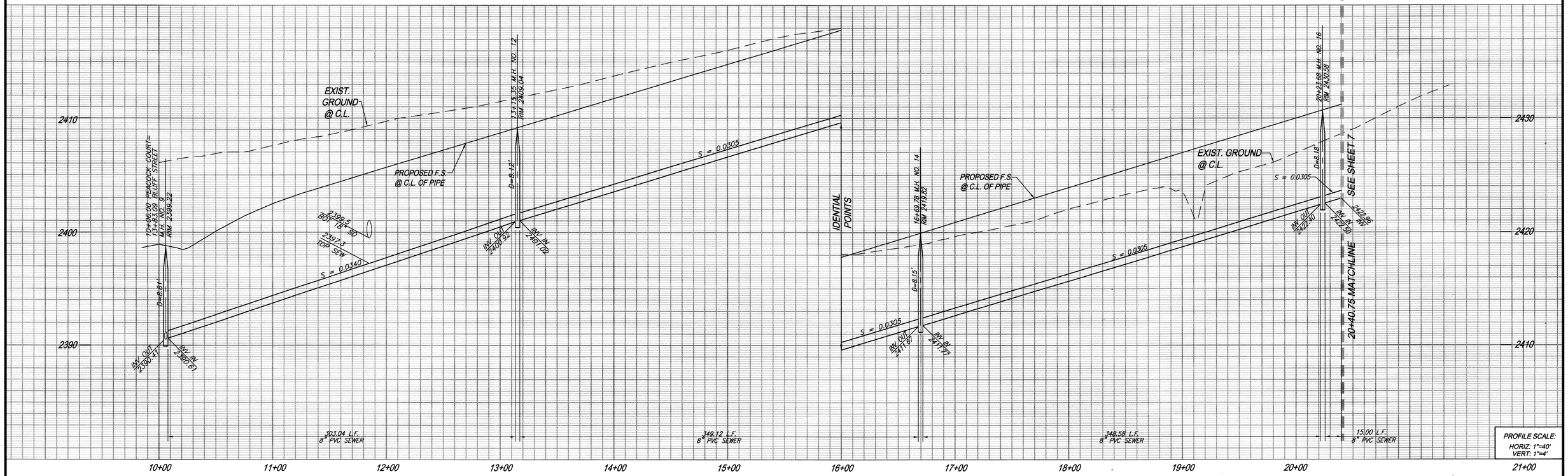
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
PLEASANT STREET
STA: 9+94.00 TO STA: 15+89.76
BRISTOL PLACE
STA: 9+94.00 TO STA: 14+48.74

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

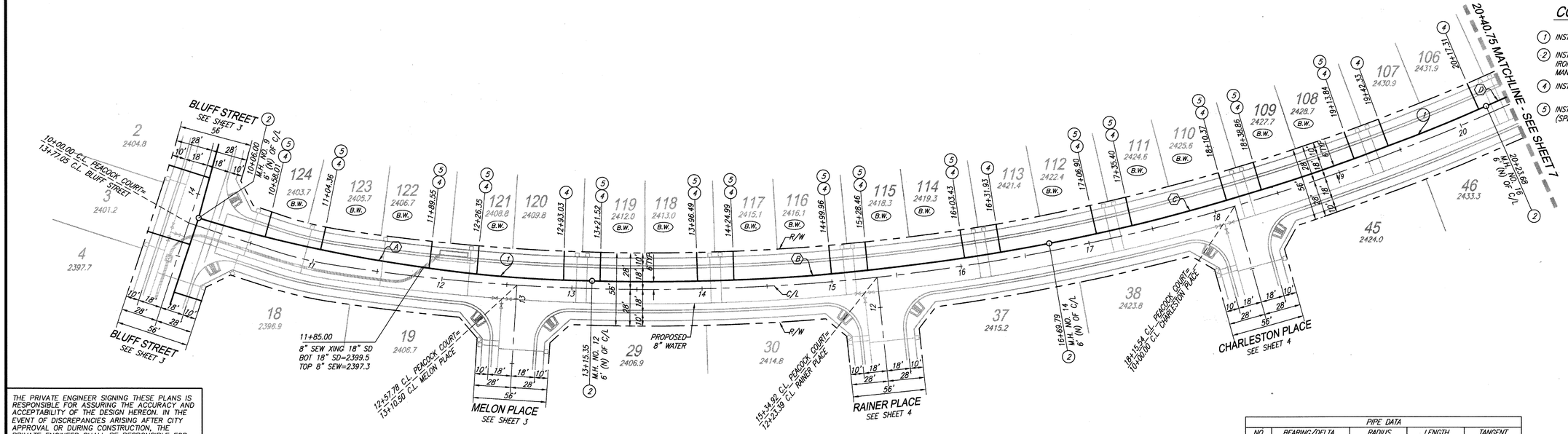
SHEET 5 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:43pm By: tomgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2033SS.DWG



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'



PEACOCK COURT

CONSTRUCTION NOTES:

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/ CAST IRON MANHOLE COVER PER EMWD SB-53 MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
4. INSTALL 4" PVC SEWER LATERAL EMWD SB-177
5. INSTALL 4" BACKWATER PREVENTER (SPEARS EPDM-S475P OR CITY ENGINEER APPROVED EQUIVALENT)

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	16°00'28"	1084.64'	303.04'	152.51'
B	12°28'14"	1604.00'	349.12'	175.25'
C	12°27'05"	1604.00'	348.58'	174.98'
D	00°31'59"	1611.74'	15.00'	7.50'

40' 0 40' 80' 120'
SCALE: 1"=40'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
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BEARING: N 27°39'52" E

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

22 JUNE 2017
NED ARAUJO R.C.E. 57835 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA

Reviewed By: Date 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Date: 7.20.17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

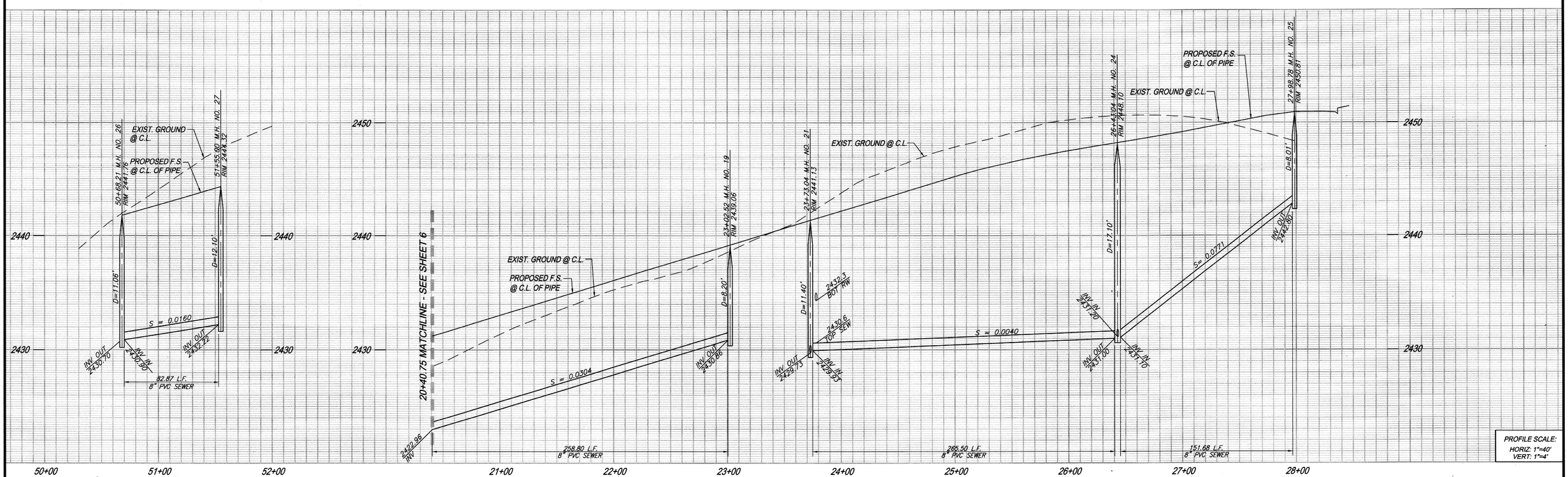
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
PEACOCK COURT
STA: 10+06.00 TO STA: 20+40.75

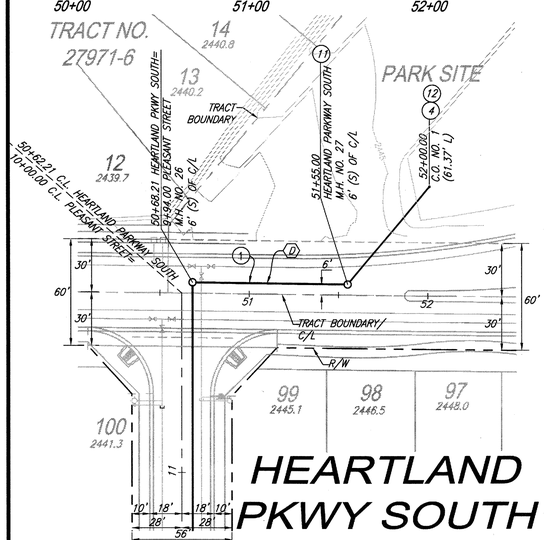
SHEET 6 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

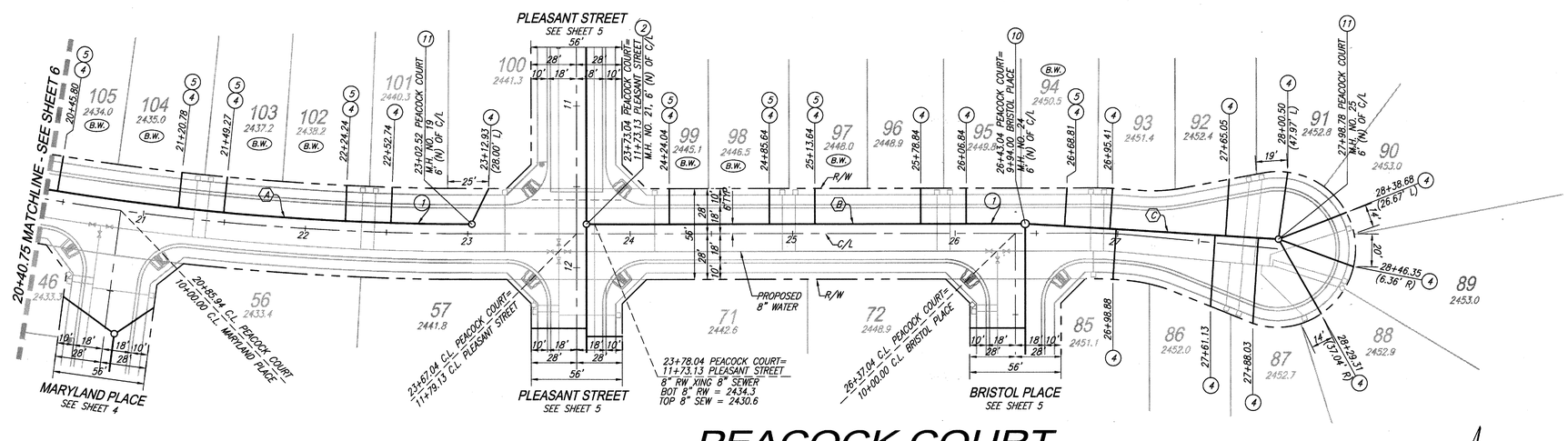
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:43pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2034SS.DWG







CONSTRUCTION NOTES:

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12. INSTALL CLEANOUT PER EMWD STANDARD SB-52

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	09°12'00"	1611.74'	258.80'	129.68'
B	N57°26'03"E	---	265.50'	---
C	N61°09'29"E	---	151.68'	---
D	N58°07'04"E	---	82.87'	---

40' 0 40' 80' 120'
SCALE: 1"=40'

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

22 JUNE 2017
NED ARAUJO R.C.E. 57835 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
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CITY OF BEAUMONT CALIFORNIA

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.20.17

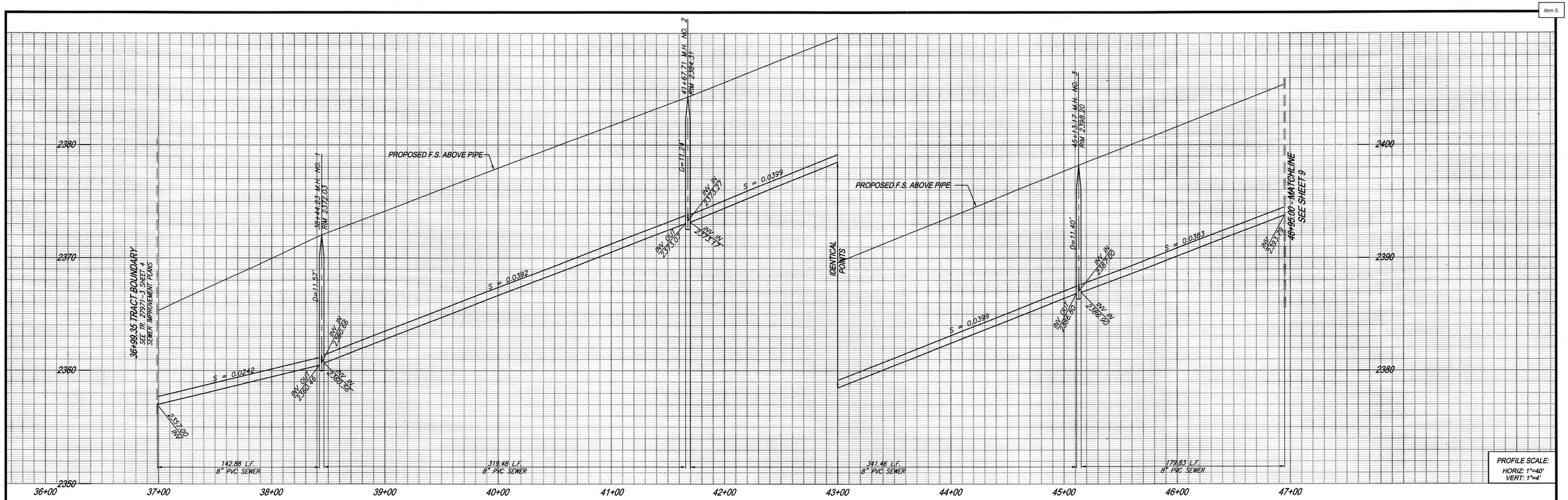
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8525

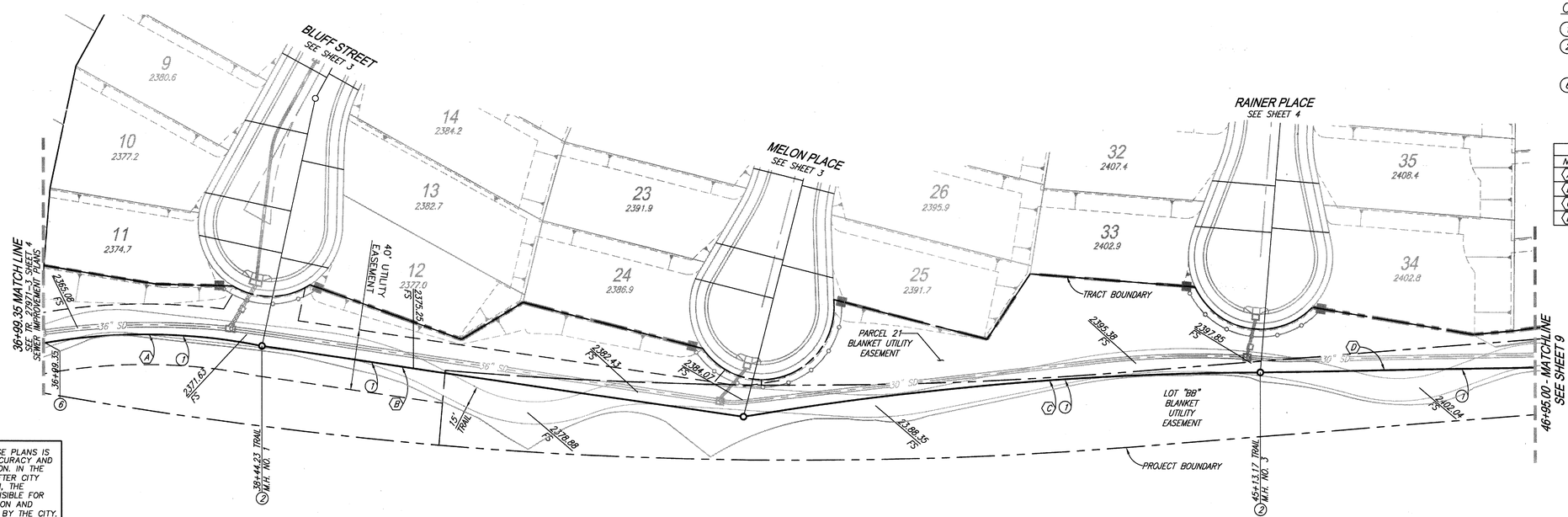
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
PEACOCK COURT
STA: 20+40.75 TO STA: 27+98.78
HEARTLAND PARKWAY SOUTH
STA: 50+68.21 TO STA: 51+55.00
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 7 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:43pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2035SS.DWG





CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD SB-53. MANHOLE STATION REFER TO CENTER OF MANHOLE BASE
6. REMOVE 8" PLUG CONNECT TO EXISTING 8" SEWER

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	20°56'57"	390.78'	142.88'	72.25'
B	N88°38'11"E	---	319.48'	---
C	09°19'10"	2099.31'	341.46'	171.11'
D	N79°24'21"E	---	179.83'	---

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY; AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA INCORPORATED 1912

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.20.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

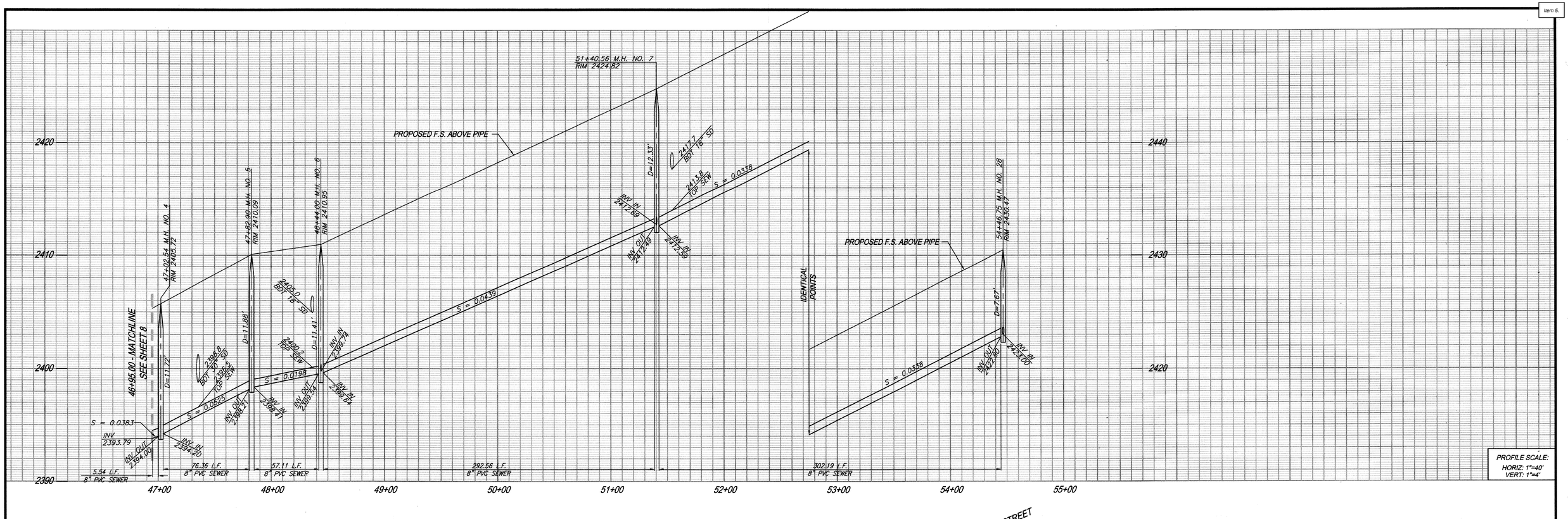
CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
TRAIL
STA: 36+99.35 TO STA: 46+95.00

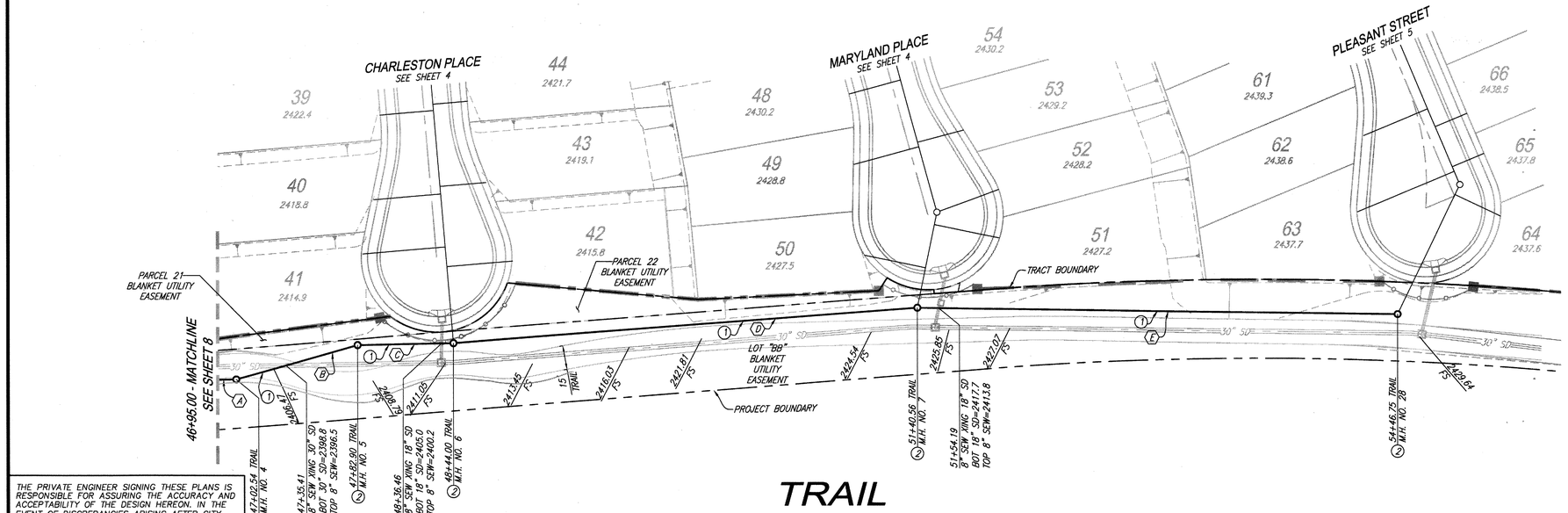
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 8 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 – 1:44pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2036SS.DWG





CONSTRUCTION NOTES

1. INSTALL 8" PVC SEWER MAIN
2. INSTALL PRECAST 4' I.D. CONCRETE MANHOLE W/CAST IRON MANHOLE COVER PER EMWD SB-53. MANHOLE STATION REFER TO CENTER OF MANHOLE BASE

PIPE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N79°24'21"E	---	5.54'	---
B	N64°40'13"E	---	76.36'	---
C	N79°18'23"E	---	57.11'	---
D	N75°58'48"E	---	292.56'	---
E	N81°06'16"E	---	302.19'	---

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
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NOTE:
SEE SEPARATE PLANS FOR CATCH BASIN, CONNECTOR PIPE AND STORM DRAIN SYSTEM DESIGN

SCALE: 1"=40'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO R.C.E. 57835 — 22 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: JB/SW/MT
CHECKED BY: N.J.A.
SCALE: AS NOTED
DATE: 06/22/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA BEYOND 10,000 FEET

Reviewed By: Date: 6.29.17
Recommended for Approval By: Date: 6.29.17
Approved By: Director of Public Works Date: 7.20.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER IMPROVEMENT PLANS
TRACT 27971-5
TRAIL
STA: 46+95.00 TO STA: 54+46.75

FOR: RSI COMMUNITIES - HEARTLAND L.L.C.

SHEET 9 OF 9 SHEETS
DRAWING NAME:
FILE NO.: 3109

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 22, 2017 - 1:44pm By: talmgren DWG: V:\2042\active\2042495810\drawing\sheet_files\495810C-2037SS.DWG

Punch List

Project Name: PW2021-0756

Project Number:TR

Inspected By: Sergio Briseño

Page: 1 of 1

Date: 12/4/21

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1	No corrections for Bond Exoneration PW2021-0756		

[COMPANY NAME]

DocuSign Envelope ID: 2C8F94F5-CACF-4703-832E-257DD231A21C

City of Beaumont

550 E. 6th Street
Beaumont, CA 92223
(951) 769-8520
www.ci.beaumont.ca.us

Case No. PW2021-0762
Receipt No. R01185153
Fee $ 3,484.43
Date Paid 9/17/21

BOND EXONERATION APPLICATION

Bond Type: ☒Performance ☐Maintenance ☐Final Monument Inspection ☐Other:_____

1. Contact's Name Darren Bolton Phone 951-704-5503

2. Contact's Address 4695 MacArthur Ct 8th Floor Neport Beach , Ca 92660
City/State/Zip

5. Contact's E-mail dbolton@taylormorrison.com

3. Developer Name Taylor Morrison Phone_____
(If corporation or partnership application must include names of principal officers or partners)

4. Developer Address 4695 MacArthur Ct 8th Floor Newport Beach, Ca 92660
City/St/Zip

5. Description of Bonds (including Bond Number, Tract Map/Application number, Lot number, and description of improvements covered):
1001053559 27971 Sewer Force Main Installation

6. **CERTIFICATION OF ACCURACY AND COMPLETENESS:** I hereby certify that to the best of my knowledge the information in this application and all attached answers and exhibits are true, complete, and correct.

Daren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

7. Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with contractor's performance of work hereunder or its failure to comply with any of its obligations for which this Bond exoneration is requested, except for such loss or damage which was caused by the active negligence of the City.

Darren Bolton 9-8-21
Print Name and Sign – Contact/Applicant Date

8. Developer/Contractor has completed all the following items prior to requesting release or has included them in the application.
   - Remove and replace concrete and AC as needed where lifting.
   - Provide AC crack fill as needed. Crack fill/seal shall be hot asphaltic emulsion.
   - Provide Type II slurry coat for all road surfaces.
   - Restore/Verify pavement striping/markings.
   - Restore/Verify blue dots and signage as needed.
   - Clean and camera sewer. Provide report and video copy of camera survey.
   - Provide all final geotechnical reports.
   - Provide Engineers' certification for line and grade within Right-of-Way.
   - Provide Landscape Architects Certification as required.

Darren Bolton 7-26-21

Print Name and Sign – Contact/Applicant Date

Bond No.: 1001053559-M

MAINTENANCE BOND

WHEREAS, the City of Beaumont ("City"), a municipal corporation, and RSI Communities Heartland LLC (hereinafter "Principal"), have entered into an agreement by which Principal agrees to install and complete certain designated public improvements and to guarantee and warrant the work for the period of one year following its completion and acceptance, which said agreement, dated August 2017, and identified as Olivewood, Tract 27971, Sewer Force Main Installation Improvements is hereby referred to and made a part hereof; and:

WHEREAS, Principal is required under the terms of the agreement to furnish a bond to guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, to comply with the terms of the agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety") admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Beaumont as obligee, in the penal sum of Forty-Nine Thousand Five *Hundred Forty-Four & 16/100ths dollars ($ 49,544.16) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, provisions in the agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Beaumont, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the agreement, the obligation of the Principal and surety under this bond shall remain in effect for a period of one (1) year after the completion and acceptance of the work. During that time, if the Principal or his or its heirs, executors, administrators, successors or assigns, fails to make full, complete and satisfactory repair and replacement or totally protect the City from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the work, then the obligation shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the Surety shall continue so long as any obligation of the Principal remains.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Beaumont in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The Surety waives all rights of subrogation against the City or any person employed by the City.

[signatures on following page]

SIGNED AND SEALED THIS 11th DAY OF January 2022.

(Seal)

American Contractors Indemnity Company
SURETY

By: _____

Shane Wolf, Attorney-in-Fact

(Name)

(Address)

801 S. Figueroa St., Suite 700

Los Angeles, CA 90017

(Seal)

RSI Communities Heartland LLC
PRINCIPAL

By: _____

Kimberly Kraft
Authorized signatory

(Name)

(Title)

(Address)

4695 MacArthur Court, 8th Floor

Newport Beach, CA 92660

By:

(Name)

(Title)

(Address)

ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On 1/17/2022 (Date) before me, Pamela Danile, Notary Public (Here Insert Name and Title of the Officer),

personally appeared _____ (Name(s) of Signer(s))

Kimberly Kraft,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PAMELA DANILE
Notary Public - California
Orange County
Commission # 2382196
My Comm. Expires Nov 8, 2025

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Maintenance Bond # 1001053559-m

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

©2019 National Notary Association

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On January 11, 2022 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Shane Wolf,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2279182
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bond #1001053559
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 2 Document Date 1/11/22

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

Its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *******Fifty Million****** Dollars (***50,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONIA O. CARREJO
Notary Public - California
Los Angeles County
Commission # 2139479
My Comm. Expires Apr 23, 2022

Signature _____ (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of January, 2022.

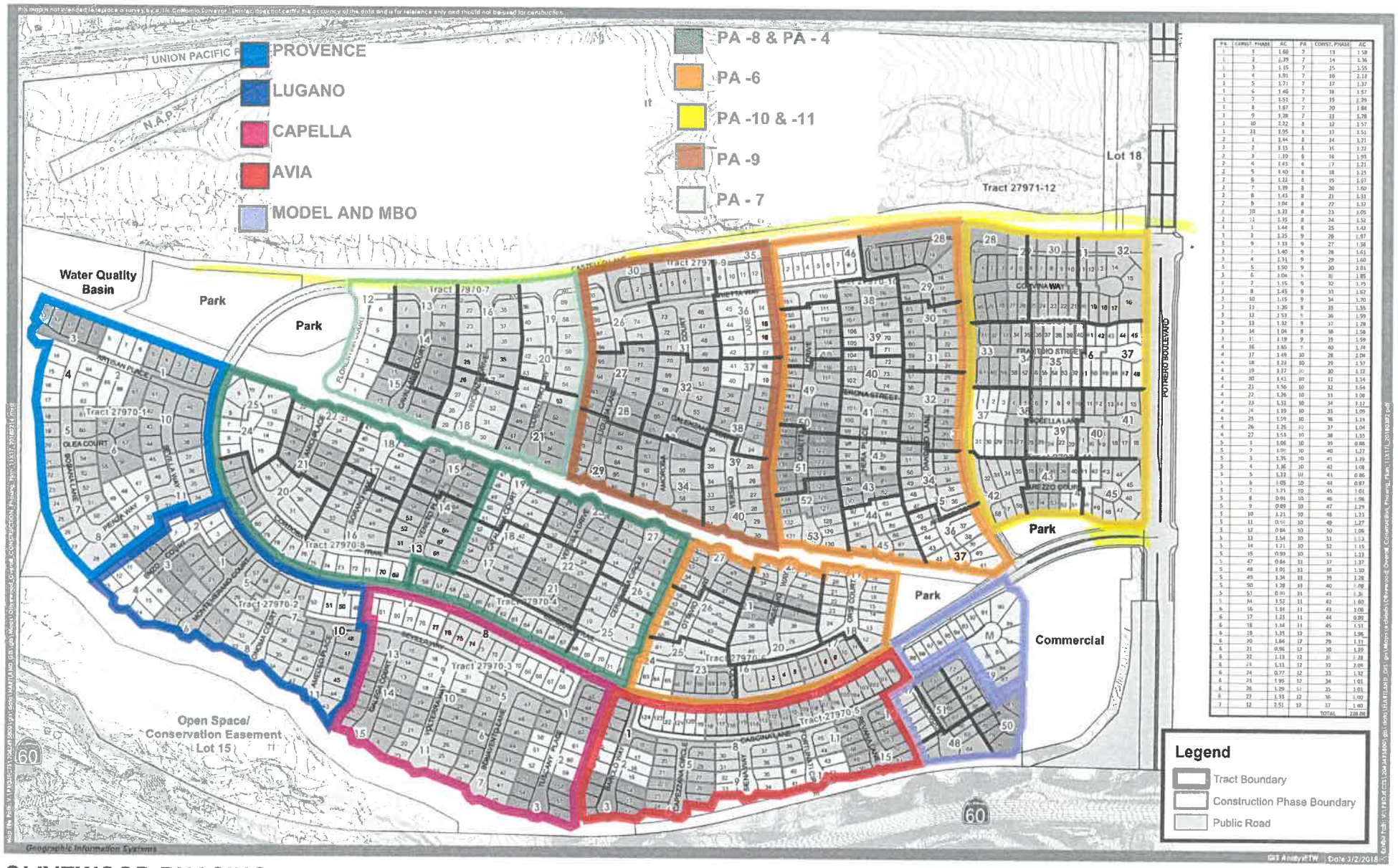
Corporate Seals
Bond No. 1001053559

Agency No. 14969

Kio Lo Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information



PA	CONST. PHASE	AC	PA	CONST. PHASE	AC
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1	2	1.79	7	14	1.36
1	3	1.15	7	15	1.55
1	4	1.91	7	16	2.18
1	5	1.71	7	17	1.37
1	6	1.46	7	18	1.57
1	7	1.51	7	19	1.39
1	8	1.67	7	20	1.84
1	9	1.28	7	21	1.78
1	10	2.22	8	32	1.57
1	11	1.05	8	33	1.51
2	1	1.44	8	34	1.71
2	2	1.15	8	35	1.72
2	3	1.19	8	36	1.91
2	4	1.43	8	37	1.71
2	5	1.40	8	38	1.25
2	6	1.32	8	39	1.57
2	7	1.39	8	20	1.60
2	8	1.43	8	21	1.31
2	9	1.04	8	22	1.32
2	10	1.33	8	23	1.05
2	11	1.35	8	24	1.52
3	1	1.44	8	25	1.42
3	2	1.25	9	26	1.87
3	9	1.33	9	27	1.58
3	3	1.40	9	28	1.61
3	4	1.31	9	29	1.60
3	5	1.50	9	30	2.01
3	6	1.06	9	31	1.85
3	7	1.35	9	32	1.75
3	8	1.45	9	33	1.62
3	10	1.15	9	34	1.70
3	11	1.36	9	35	1.55
3	12	1.53	9	36	1.59
3	13	1.32	9	37	1.78
3	14	1.04	9	38	1.56
3	15	1.19	9	39	1.59
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4	17	1.49	10	28	2.04
4	18	1.23	10	29	1.37
4	19	1.27	10	30	1.12
4	20	1.41	10	31	1.54
4	21	1.56	10	32	1.54
4	22	1.36	10	33	1.08
4	23	1.33	10	34	1.12
4	24	1.39	10	35	1.09
4	25	1.59	10	36	1.14
4	26	1.26	10	37	1.04
4	27	1.54	10	38	1.35
5	1	1.08	10	39	0.88
5	2	1.00	10	40	1.27
5	3	1.35	10	41	1.29
5	4	1.36	10	42	1.08
5	5	1.22	10	43	0.86
5	6	1.05	10	44	0.87
5	7	1.21	10	45	1.01
5	8	0.91	10	46	1.06
5	9	0.89	10	47	1.29
5	10	1.21	10	48	1.33
5	11	0.91	10	49	1.27
5	12	0.84	10	50	1.06
5	13	1.54	10	51	1.13
5	14	1.71	10	52	1.15
5	15	0.90	10	53	1.13
5	47	0.84	11	37	1.37
5	48	1.01	11	38	1.30
5	49	1.34	11	39	1.28
5	50	1.28	11	40	1.08
5	51	0.90	11	41	1.31
5	54	1.52	11	42	1.60
5	16	1.64	11	43	1.08
6	17	1.23	11	44	0.89
6	18	1.64	11	45	1.51
6	19	1.35	12	78	1.96
6	20	1.66	12	79	1.31
6	21	0.96	12	30	1.29
6	22	1.13	12	31	1.28
6	23	1.11	12	32	2.09
6	24	0.77	12	33	1.32
6	25	1.95	12	34	1.01
6	26	1.39	12	35	1.01
6	27	1.33	12	36	1.00
7	12	2.51	12	37	1.49
				TOTAL	238.28

OLIVEWOOD PHASING

NOVEMBER 13, 2019

1 inch = 400 feet

N

Basic Gov (Sales Force) # 17-4108
File # 3112

Bond No.: 1001053559
Premium: $3,303.00/2 yrs

EXHIBIT "A"

PERFORMANCE BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities Heartland LLC, a Delaware limited liability** (hereinafter designated as "Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **August**, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971**, which is hereby incorporated herein and made a part hereof; and

WHEREAS, Principal is required under the terms of the said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and American Contractors Indemnity Company, as Surety, are held and firmly bound unto the City of Beaumont (hereinafter called "City"), in the penal sum of **Two hundred twenty thousand one hundred ninety six dollars and twenty five cents ($220,196.25)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment therein rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 2017.

PRINCIPAL:

RSI Communities - Heartland LLC
a Delaware limited liability

By _____

Title **Darius Fatakia**
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By _____

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan E. Morales
Notary Public Signature (Notary Public Seal)

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053559
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Bond No.: 1001053559
Premium included with the Performance Bond

EXHIBIT "B"

PAYMENT BOND

WHEREAS, the City Council of the City of Beaumont, State of California, and **RSI Communities - Heartland LLC, a Delaware limited liability company** (hereafter designated as "the Principal") have entered into Agreement To Provide Security For Improvements For Tract Map Or Parcel Map Or Plot Plan, dated **August**, 2017, whereby Principal agrees to install and complete certain designated public improvements itemized and described on Tract Map, Parcel Map or Plot Plan No. **27971**, which is hereby incorporated herein and made a part hereof; and

WHEREAS, under the terms of the said agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Beaumont to secure the claims to which reference is made in Section 8000, et seq., of the Civil Code of the State of California.

NOW, THEREFORE, the Principal and the undersigned as corporate surety, are held firmly bound unto the City of Beaumont and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the said agreement and referred to at Section 8000, et seq., of the Civil Code in the sum of **Two hundred twenty thousand one hundred ninety six and twenty five cents ($220,196.25)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 8000, et seq., of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on August 11th, 20 17.

PRINCIPAL:

RSI Communities - Heartland LLC
a Delaware limited liability

By

Title **Darius Fatakia**
Vice President Land Development

SURETY:

American Contractors Indemnity Company

By

Title Beata A. Sensi, Attorney-in-Fact

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On August 11, 2017 before me, Susan E. Morales, Notary Public,
(Here insert name and title of the officer)

personally appeared Beata A. Sensi,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN E. MORALES
COMM. # 2101798
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires March 28, 2019

Susan E. Morales
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Perf & Pay Bond #1001053559
(Title or description of attached document)

American Contractors Indemnity Company
(Title or description of attached document continued)

Number of Pages 1 Document Date 8/11/17

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☑ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Item 5.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Todd M. Rohm, Shane Wolf, Cathy S. Kennedy or Beata A. Sensi of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ******Fifty Million****** Dollars ($ *50,000,000.00*).**

This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

U.S. Specialty Insurance Company TEXAS

By: _____

Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared, Dan P. Aguilar, Vice President of American Contractors Indemnity Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

SABINA MORGENSTEIN
Commission # 2129258
Notary Public - California
Los Angeles County
My Comm. Expires Nov 3, 2019

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this _____ day of AUG 11 2017, _____.

Corporate Seals

AMERICAN CONTRACTORS INDEMNITY CO. INCORPORATED SEPT. 25, 1990 CALIFORNIA

U.S. Specialty Insurance Company TEXAS

_____

Kio Lo, Assistant Secretary

Bond No. 1001053559
Agency No. 16590

To inquire about this bond, please write to us at surety-bond-inquiry@hcc.com

Rev. 02/25/2015

Basic Gov (Sales Force) # 17-4108
File # 3112

AGREEMENT TO PROVIDE SECURITY FOR IMPROVEMENTS FOR TRACT MAP OR PARCEL MAP OR PLOT PLAN

(Tract Map/Parcel Map/Plot Plan No. **27971**)

THIS SECURITY AGREEMENT is made by and between CITY OF BEAUMONT ("CITY") and **RSI Communities - Heartland LLC,** **a Delaware limited liability** company ("DEVELOPER").

RECITALS

A. DEVELOPER has applied to the CITY for permission to develop certain real property, pursuant to Tract Map/Parcel Map/Plot Plan # **27971** , ("Map"). DEVELOPER has also asked the CITY to accept the dedication of the street or streets and other proposed public rights-of-way, parks and recreation facilities, and easements as depicted on the Map and to otherwise approve the Map so that it may be recorded as required by law; and

B. The CITY requires, as a condition precedent to the acceptance and approval of the Map and the dedication of the public rights-of-way and easements depicted thereon, that such rights-of-way be improved with (for example) grading, paving, curbs, gutters, sidewalks, street lights, stormdrains, sanitary sewers and appurtenances thereto, street name signs, survey monuments, electrical and telecommunications, water pipes, water mains, fire hydrants and appurtenances thereto, and landscaping, including any warranty work for all such improvements (collectively, "Improvements"); and

C. The Improvements have not yet been constructed and completed and it is the purpose of this Security Agreement to set forth the terms and conditions by which the DEVELOPER shall guarantee that such Improvements shall be constructed and completed within the time set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the acceptance of the DEVELOPER's offer of dedication and the approval of the Map for filing and recording as provided and required by law, the CITY and the DEVELOPER hereby agree as follows:

1. Provision of Improvements. DEVELOPER shall provide, at the DEVELOPER's sole cost and expense, all necessary labor and materials to complete the construction of the Improvements depicted on the Map and described in the conditions of approval of the Map within one (1) year of the date of this Security Agreement.

2. Inspection by the CITY. The CITY shall inspect, at the DEVELOPER's sole cost and expense, all of the work, labor and materials performed and provided by the DEVELOPER in connection with the Improvements.

3. Compliance with Plans and Specifications. The Improvements shall be constructed and installed in strict accordance with the CITY-approved plans and specifications.

4. Security for Performance. Concurrently with the execution of this Security Agreement by DEVELOPER, DEVELOPER shall deliver to the CITY a performance bond issued by a corporate surety in substantially the form attached hereto as **Exhibit "A"**, in an amount that is not less than 100% of the total estimated cost of the Improvements and any warranty therefor. The performance bond shall be issued by an "admitted" corporate surety insurer authorized to do business in the State of California and the surety insurer shall have an A.M. Best rating of at least "A, XV". The surety insurer shall have assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The security or bond shall also insure against any and all defects in the Improvements for a period of not less than one full year after the date of acceptance thereof by the CITY. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

5. Security for Contractors, Subcontractors, Laborers and Materialmen. The DEVELOPER shall also provide a payment bond issued by a corporate surety for the security of laborers and materialmen, which bond or bonds shall be in substantially the form attached hereto as **Exhibit "B"** and made a part hereof. The amount of the bond(s) shall be no less than 100% of the total estimated amount needed to secure payment to the contractor, to the subcontractors, and to the persons furnishing labor, materials, or equipment to them for the Improvements. The laborers and materialmen bond shall be provided by an "admitted" corporate surety insurer authorized to transact surety insurance in the State of California with an A.M. Best rating of "A, XV", and with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bond, and the bond shall not be in excess of 10% of the surety insurer's assets. The bond shall be duly executed and shall meet all the requirements of Section 995.660 of the California Code of Civil Procedure.

6. General Liability and Worker's Compensation Insurance. The DEVELOPER shall, before commencing any work, obtain commercial general liability insurance (primary) of not less than $2,000,000.00 per occurrence for all coverages and $2,000,000.00 general aggregate. The CITY and its employees and agents shall be added as additional insureds. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the CITY or any employee or agent of the CITY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Such insurance shall not prohibit the DEVELOPER, and its employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the CITY. Unless otherwise approved by the CITY, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best rating of "A, XV." Self-insurance shall not be considered to comply with these insurance specifications. The DEVELOPER agrees to require all contractors, subcontractors and other parties hired for the Improvements to purchase and maintain insurance of the types specified

herein, naming as additional insureds all of the parties to this Security Agreement. The DEVELOPER shall, before commencing any work, obtain Worker's Compensation Insurance in an amount required by law and, failing to do so, the CITY may procure such insurance at the cost of the DEVELOPER.

7. Comprehensive Commercial General and Automobile Liability Insurance. The DEVELOPER, before commencing any work shall, at its own expense, maintain comprehensive commercial general and automobile liability insurance issued by a California-admitted surety company with an A.M. Best rating of no less than "A, XV" for $2,000,000 per occurrence. Coverage shall be for the entire duration of the permitted activities. Such liability insurance policy shall name, by endorsement, the City as an additional insured.

8. Indemnification. Notwithstanding the provisions of Government Code, Section 66474.9 or any other statutes of similar import, and to the full extent permitted by law, the DEVELOPER shall defend, indemnify and hold harmless the CITY, its employees, agents, officials and attorneys, from and against any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind or nature, whether actual, alleged or threatened, reasonable attorneys' fees, court costs, interest, expert witness fees and any other costs or expenses of any kind whatsoever, without restriction or limitation, incurred in relation to, as a consequence of, or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the Map, the Improvements, this Agreement, or any matter related to the same; provided, however, that the indemnification to be provided by DEVELOPER to the CITY pursuant to the terms of this paragraph shall not be applicable where the aforementioned liability, claim, suit, action, etcetera, is the result of the sole negligence or sole willful misconduct of the CITY.

9. Procedure for Release of Performance Bond Security. The security furnished by the DEVELOPER shall be released in whole or in part in the following manner:

a. Security shall be released upon final completion and acceptance of the Improvements. If the security furnished by the DEVELOPER is a documentary evidence of security, such as a surety bond, the CITY shall release the documentary evidence and return the original to the Surety upon final completion and acceptance of the Improvements. In the event the CITY is unable to return the original documentary evidence to the Surety, the security shall be released by written notice sent by certified mail to the DEVELOPER and to the Surety within 30 days of the City's acceptance of the Improvements. The written notice shall contain a statement that the work for which security was furnished has been completed and accepted, a description of the Improvements, and the notarized signature of an authorized CITY official.

b. At such time as the DEVELOPER believes that the work for which the security was required is complete and makes payment of a partial exoneration fee of $350 to the CITY, the DEVELOPER shall notify the CITY in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the CITY shall have 45 days to review and comment or approve the completion of the Improvements. If the CITY does not agree that all work has been completed in accordance with the plans

and specifications for the Improvements, it shall supply a list of all remaining work to be completed.

c. Within 45 days of receipt of the CITY's list of remaining work, the DEVELOPER may then provide cost estimates for all remaining work for review and approval by the CITY.

d. Upon receipt of the cost estimates, the CITY shall then have 45 days to review, comment, and approve, modify or disapprove those cost estimates. The CITY shall not be required to engage in this process of partial release more than once between the start of work and the completion and acceptance of all work.

e. The DEVELOPER shall complete the works of Improvement until all remaining items are accepted by the CITY. Upon completion of the Improvements, the DEVELOPER shall be notified in writing by the CITY within 45 days and, within 45 days of the date of the CITY's notice, the release of any remaining performance security shall be made within 60 days of the recording of the Notice of Completion.

10. Procedure for Release of Payment Bond Security. Security securing the payment to the contractor, his or her subcontractors and persons furnishing labor, materials or equipment may, after passage of the time within which mechanic's liens and stop notices are required to be recorded and after acceptance of the Improvements, be reduced by Surety to an amount equal to the total claimed by all claimants for whom mechanic's liens and stop notices have been recorded and notice thereof given in writing to the CITY, and if no claims have been recorded, the security may be released in full.

11. Security for One-Year Warranty Period. The release procedures described in paragraphs 9 and 10 above shall not apply to any required guarantee and warranty period nor to the amount of the performance bond security deemed necessary by the CITY for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees.

12. Binding Effect. This Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their legal representatives and their successors and assigns.

13. Authority to Execute. The DEVELOPER hereby warrants and represents to the CITY that the individual signing this Security Agreement on behalf of the DEVELOPER is vested with the unconditional authority to do so pursuant to, and in accordance with, all applicable legal requirements, and has the authority bind the DEVELOPER hereto.

14. No Assignment. The DEVELOPER may not assign this Security Agreement, or any part thereof, to another without the prior written consent of the CITY.

15. Attorneys' Fees. In the event of legal action to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled, in addition to any other form of relief, to recover its reasonable attorneys' fees and costs of suit.

16. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates listed below.

CITY OF BEAUMONT

By _____
Mayor

_____
Date

DEVELOPER

By _____

8/14/17
Date

Title: Darius Fatakia
Vice President Land Development

Address: 680 NEWPORT CENTER DR., 3RD FLOOR
NEWPORT BEACH, CA 92660

17-410X

Item 5.

CITY OF BEAUMONT PUBLIC WORKS DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT NO.: Tract 27971 Infrastructure Street, Storm Drain, and Force Main Sewer
DATE: 14-Jul-17

PP, CUP NO.: _____ BY: _____, P.E.

IMPROVEMENTS	FAITHFUL PERFORMANCE	100%
	LABOR & MATERIALS SECURITY	100%

	Construction Costs)	
Streets/Drainage	$	7,054,211.26
Sewer	$	220,196.25
Total	$	7,274,407.51
Warranty Retension (22.5%)	$	1,636,741.69
Street/Drainage Plan Check Fees =	$	141,084.23
Sewer Plan Check Fees =	$	5,504.91
Street Inspection Fees =	$	211,626.34
Sewer Inspection Fees =	$	8,807.85

DESIGN ENGINEERS CALCULATIONS OF IMPROVEMENT BONDING COSTS

Construction items and their quantities as shown on attached sheets are accurate for the improvements required to construct the above project and the mathematical extensions using City's unit costs are accurate for determining bonding, plan check and inspection costs.

Above amounts do [ ] include additional 20% for recordation prior to having signed plans

Above amounts do not [X] include additional 20% for recordation prior to having signed plans

Engineer's Signature

17 JULY 2017
Date

Ned Araujo , P.E.
Name typed or printed

REGISTERED PROFESSIONAL ENGINEER
NED J. ARAUJO
NO. 057835
CIVIL
STATE OF CALIFORNIA

Civil Engineer's Stamp

FORM $ UNIT COSTS REVISED 2017/01/02

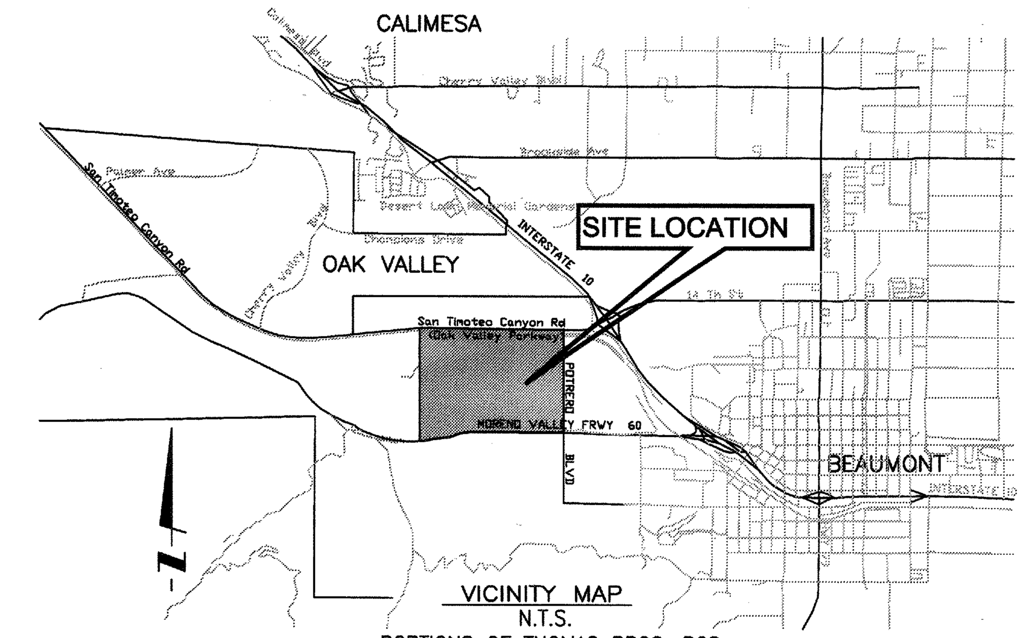
*****PLEASE READ INSTRUCTIONS BELOW*****

1. Quantities to be taken from improvement plans, Unit costs to be as provided on "City of Beaumont Construction Cost Worksheet".

2. Show Bond Amounts to the nearest $500.

3. For construction items not covered by the Construction Cost Worksheet", Design Engineer is to provide his opinion of construction cost and use of that cost. If City of Beaumont unit costs are determined to be too low in the opinion of the Design Engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF BEAUMONT, CALIFORNIA
PUBLIC SEWER FORCE MAIN PLANS
TRACT 27971



VICINITY MAP
N.T.S.
PORTIONS OF THOMAS BROS. PGS;
689, 690, 719 AND 720
2006 EDITION

300' 0 300' 600' 900'
SCALE: 1"=300'

LOCATION MAP
SCALE: 1"= 300'

GENERAL NOTES:

1. SEWER CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF BEAUMONT'S STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CLEARING OF THE PROPOSED WORK AREA AND RELOCATION COSTS OF ALL EXISTING UTILITIES. PERMITEE MUST INFORM CITY OF CONSTRUCTION SCHEDULE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION: PHONE: (951) 769-8529
3. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION. WHERE CONNECTION TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY OF BEAUMONT.
4. PROVIDE APPROPRIATE MARKING TAPE AT TOP OF PIPE CENTERLINE ON TOP OF PIPE BEDDING.
5. THE DEVELOPER SHALL HAVE GEOTECHNICAL/SOILS ENGINEERING FIRM OBSERVE TRENCHING, BACKFILLING, AND SOIL COMPACTION OF ALL UTILITY TRENCHES WITHIN EASEMENTS AND ROAD RIGHT OF WAY. TWO SETS OF COMPACTION REPORTS CERTIFYING THAT WORKS WERE DONE IN CONFORMANCE TO STANDARDS AND GEOTECHNICAL REPORT SHALL BE SUBMITTED AFTER EACH UTILITY TRENCH IS COMPLETED AND CERTIFIED. COMPACTION REPORT MUST BE SUBMITTED TO THE DEPARTMENT OF PUBLIC WORKS AT LEAST TWO WORKING DAYS BEFORE AGGREGATE BASE MATERIALS ARE PLACED ONSITE.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSTALL AND MAINTAIN ALL CONSTRUCTION, REGULATORY, GUIDE AND WARNING SIGNS WITHIN THE PROJECT LIMITS AND ITS SURROUNDINGS AND TO PROVIDE SAFE PASSAGE FOR THE TRAVELING PUBLIC AND WORKERS UNTIL THE FINAL COMPLETION AND *ACCEPTANCE.*
7. THE CONTRACTOR SHALL BEAR ALL COSTS FOR THE CORRECTION OR REMOVAL AND REPLACEMENT OF DEFECTIVE WORK, AND ALL ADDITIONAL DIRECT AND INDIRECT COSTS THE COUNTY OR DISTRICT MAY INCUR ON ACCOUNT OF DEFECTIVE WORK, INCLUDING THE COSTS OF ADDITIONAL ADMINISTRATIVE, PROFESSIONAL, CONSULTANT, INSPECTION, TESTING, AND OTHER SERVICES.

SEWER NOTES:

1. SEWER SYSTEM CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD'S) STANDARDS AND SPECIFICATIONS.
2. FORCE MAIN PROFILE ELEVATIONS ARE TO FLOW LINE (CONDUIT INVERT).
3. MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWINGS SB-53, SB-58, AND SB-61, AS APPLICABLE. SEWER MAINS MAY BE LAID THROUGH THE MANHOLES AND USED AS A FORM FOR THE INVERT.
4. MANHOLES OF DEPTHS LESS THAN FIVE FEET FROM FINISH STREET GRADE TO SEWER PIPE SHELF ARE TO BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING SB-30.
5. PRIOR TO CONSTRUCTION OF SEWER, CONTRACTOR SHALL EXPOSE EXISTING SEWER AND VERIFY ITS EXISTING ELEVATION AND LOCATION. WHEN CONNECTING TO EXISTING MANHOLES AND INLET STUB OF PROPER SIZE EXISTS, NO ALTERATIONS SHALL BE MADE TO EXISTING MANHOLE BASE OR STUB EXCEPT AS SPECIFICALLY AUTHORIZED BY THE CITY INSPECTOR.
6. ALL SEWER INLETS AT THE MANHOLE SHALL BE SUCH THAT ITS CROWN SHALL BE LEVEL WITH THE CROWN OF THE OUTLET PIPE, AT THEIR PROJECTIONS TO THE MANHOLE CENTERLINE.
7. RECONSTRUCTION OF EXISTING MANHOLES SHALL BE SCHEDULED AT THE CONVENIENCE OF THE CITY AND SHALL BE COMPLETED WITHIN FIVE WORKING DAYS FOLLOWING ITS COMMENCEMENT.
8. THE CONTRACTOR IS ADVISED THAT THE WORK ON THIS PROJECT MAY INVOLVE WORKING IN A CONFINED AIR SPACE. CONTRACTOR SHALL BE RESPONSIBLE FOR "CONFINED AIR SPACE" ARTICLE 108, TITLE 8, CALIFORNIA ADMINISTRATIVE CODE.
9. ALL PIPE ZONE BEDDING AND TRENCH BACKFILL ARE TO BE PER STANDARD DRAWING SB-157, SB-158, AND SB-159.
10. FORCE MAINS SHALL BE P.V.C. AND STEEL AS SHOWN ON DRAWINGS.
11. IN NO CASE SHALL THE EXISTING SEWER SYSTEM BE ENTERED UNTIL ALL TESTING, CLEANING AND FINAL INSPECTION IS COMPLETED. NO FLUSHING WATER OR DEBRIS SHALL BE ALLOWED TO ENTER THE EXISTING SYSTEM.
12. THE CITY RESERVES THE RIGHT TO REQUIRE REVISION OF THE APPROVED PLANS TO CONFORM TO CURRENT STANDARD AND TO POST A NEW BOND IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO YEARS AFTER PLANS WERE APPROVED.
13. TRENCHING FOR UTILITIES AND STRUCTURES IS NOT ALLOWED UNTIL SOIL COMPACTION REPORT IS SUBMITTED TO AND APPROVED BY THE PUBLIC WORK DEPARTMENT.

DECLARATION OF ENGINEER OF RECORD:

I HEREBY DECLARE THAT IN MY PROFESSIONAL OPINION, THE DESIGN OF THE IMPROVEMENTS AS SHOWN ON THESE PLANS COMPLIES WITH THE CURRENT PROFESSIONAL ENGINEERING STANDARDS AND PRACTICES. AS THE ENGINEER IN RESPONSIBLE CHARGE OF THE DESIGN OF THESE IMPROVEMENTS, I ACCEPT FULL RESPONSIBILITY FOR SUCH DESIGN. I UNDERSTAND AND ACKNOWLEDGE THAT THE PLAN CHECK OF THESE PLANS BY THE CITY OF BEAUMONT IS A REVIEW FOR THE LIMITED PURPOSE OF ENSURING THAT THESE PLANS COMPLY WITH THE CITY PROCEDURES AND OTHER APPLICABLE CODES AND ORDINANCES. THE PLAN REVIEW PROCESS IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THE IMPROVEMENTS. SUCH PLAN CHECK DOES NOT THEREFORE RELIEVE ME OF MY DESIGN RESPONSIBILITY.

AS THE ENGINEER OF RECORD, I AGREE TO DEFEND AND INDEMNIFY THE CITY OF BEAUMONT, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGES, OR INJURIES TO ANY PERSON OR PROPERTY ARISING FROM NEGLIGENT ACTS, ERRORS OR OMISSIONS OF THE ENGINEER OF RECORD, HIS EMPLOYEES, HIS AGENTS OR HIS CONSULTANTS.

[signature] 29 JUNE 2017
NED ARAUJO RCE 57835 — *DATE*

PRIVATE ENGINEERS NOTICE TO CONTRACTOR(S)

1. *THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE THERE ARE NO EXISTING UTILITIES EXCEPT THOSE SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN, AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS, AND IS RESPONSIBLE FOR THE PROTECTION OF, AND ANY DAMAGE TO THESE LINES OR STRUCTURES.*
2. *IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE OWNER OF ALL UTILITIES OR STRUCTURES THEY HAVE CONCERNS WITH BEFORE STARTING WORK.*
3. *QUANTITIES SHOWN HEREON ARE PROVIDED FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES PRIOR TO BIDDING FOR CONSTRUCTION.*
4. *THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.*

APPLICANT/SUBDIVIDER:

RSI COMMUNITIES – HEARTLAND LLC
620 NEWPORT CENTER DRIVE, 12TH FLOOR
NEWPORT BEACH, CA 92660
OFFICE: (949) 270–3636

INDEX OF SHEETS:

SHEET 1 – TITLE SHEET–LOCATION MAP–VICINITY MAP–GENERAL NOTES
SHEET 2 – TYPICAL SECTIONS–CONSTRUCTION NOTES–INDEX MAP
SHEET 3 – HEARTLAND PARKWAY NORTH–STA. 3+39.41 TO STA. 17+00.00
SHEET 4 – HEARTLAND PARKWAY NORTH–STA. 17+00.00 TO STA. 25+00.00
SHEET 5 – HEARTLAND PARKWAY NORTH–STA. 25+00.00 TO STA. 34+00.00
SHEET 6 – HEARTLAND PARKWAY NORTH–STA. 34+00.00 TO STA. 45+00.00
SHEET 7 – HEARTLAND PARKWAY NORTH–STA. 45+00.00 TO STA. 54+57.29
SHEET 8 – POTRERO BOULEVARD–STA. 487+82.00

17-4108

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

811 Know what's **below.** **Call** before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".
BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT–OF–WAY FENCE, 16 FEET WEST OF RIGHT–OF–WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U–448–1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-f Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

[signature] 29 JUNE 2017
NED ARAUJO — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER — NED J. ARAUJO — No. 57835 — CIVIL — STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOIED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY of BEAUMONT — CALIFORNIA INC. NOV 18 1912

Reviewed By: [signature] *Date:* 8.3.17
Recommended for Approval By: [signature] *Date:* 8.3.17
Approved By: [signature] *Date:* 8.4.17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
TITLE SHEET- LOCATION MAP-VICINITY MAP GENERAL NOTES

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

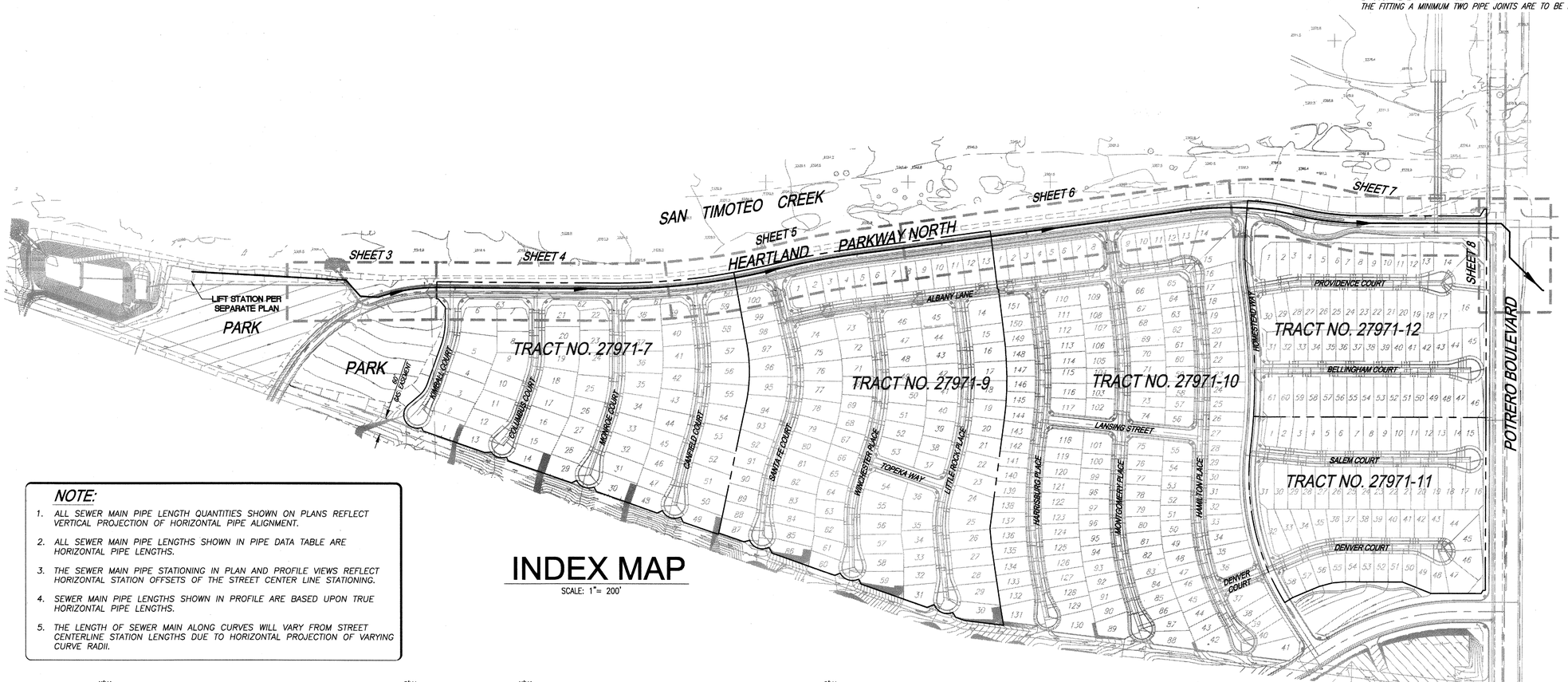
SHEET 1 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112
SF17–4108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 28, 2017 – 5:55pm By: ecconnerly DWG: V:\2042\active\2042495810\drawing\Model_Files\495810C–TB006.DWG

CONSTRUCTION NOTES:

1	INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159	4,991 L.F.
2	INSTALL 8" 22.5° BEND	2 EA.
3	INSTALL 8" 45° BEND	5 EA.
4	MODIFY EXISTING MANHOLE COVER TO PROVIDE AIR FLOW	1 EA.
5	CONTRACTOR TO TIE INTO EXISTING MANHOLE AT DIRECTION OF CITY	1 EA.
6	INSTALL RESTRAINED JOINTS FOR AWWA C-900 PVC PER EMWD STD. DWG. B-663. REFER TO PROFILE FOR RESTRAINED LENGTH. ON EACH SIDE OF THE FITTING A MINIMUM TWO PIPE JOINTS ARE TO BE RESTRAINED.	238 L.F.

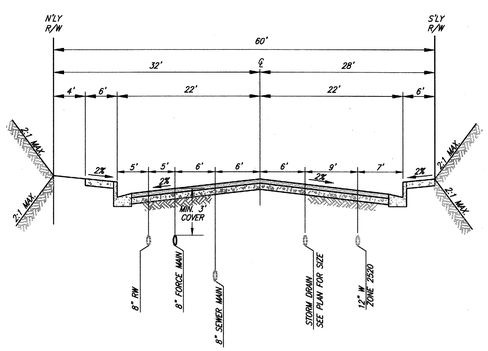


INDEX MAP

SCALE: 1"= 200'

NOTE:

1. ALL SEWER MAIN PIPE LENGTH QUANTITIES SHOWN ON PLANS REFLECT VERTICAL PROJECTION OF HORIZONTAL PIPE ALIGNMENT.
2. ALL SEWER MAIN PIPE LENGTHS SHOWN IN PIPE DATA TABLE ARE HORIZONTAL PIPE LENGTHS.
3. THE SEWER MAIN PIPE STATIONING IN PLAN AND PROFILE VIEWS REFLECT HORIZONTAL STATION OFFSETS OF THE STREET CENTER LINE STATIONING.
4. SEWER MAIN PIPE LENGTHS SHOWN IN PROFILE ARE BASED UPON TRUE HORIZONTAL PIPE LENGTHS.
5. THE LENGTH OF SEWER MAIN ALONG CURVES WILL VARY FROM STREET CENTERLINE STATION LENGTHS DUE TO HORIZONTAL PROJECTION OF VARYING CURVE RADII.

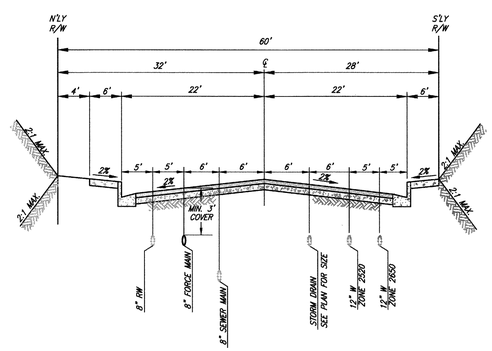


HEARTLAND PARKWAY NORTH

60' SECTION

STA. 14+40.00 TO 25+90.93

N.T.S.

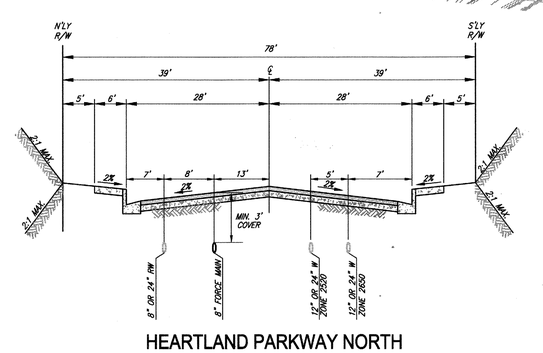


HEARTLAND PARKWAY NORTH

60' SECTION

STA. 25+90.93 TO 46+16.11

N.T.S.

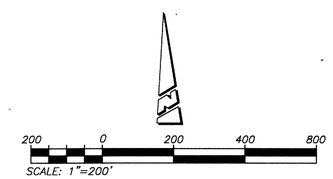


HEARTLAND PARKWAY NORTH

78' SECTION

STA. 46+16.11 TO 53+82.53

N.T.S.



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NOTE:
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BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-1 Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO — 29 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY of BEAUMONT CALIFORNIA INCORPORATED

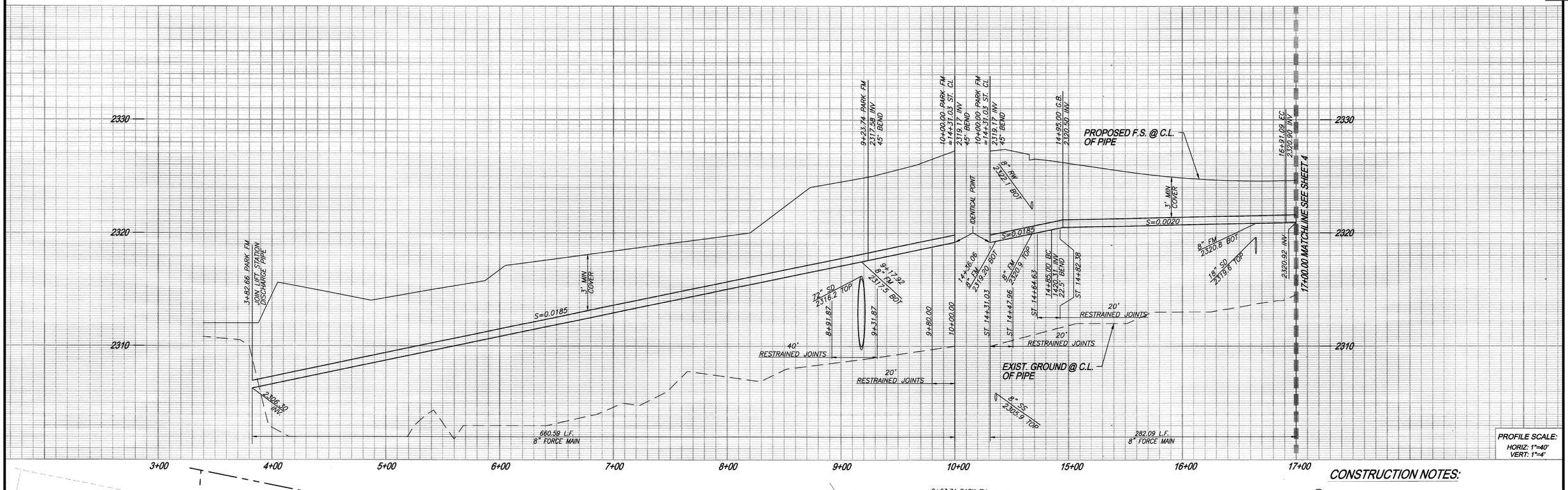
Reviewed By: Date: 8.3.17
Recommended for Approval By: Date: 8.3.17
Approved By: Date: 8-8-17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
TYPICAL SECTION - INDEX MAP
CONTRUCTION NOTES - QUANTITIES

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

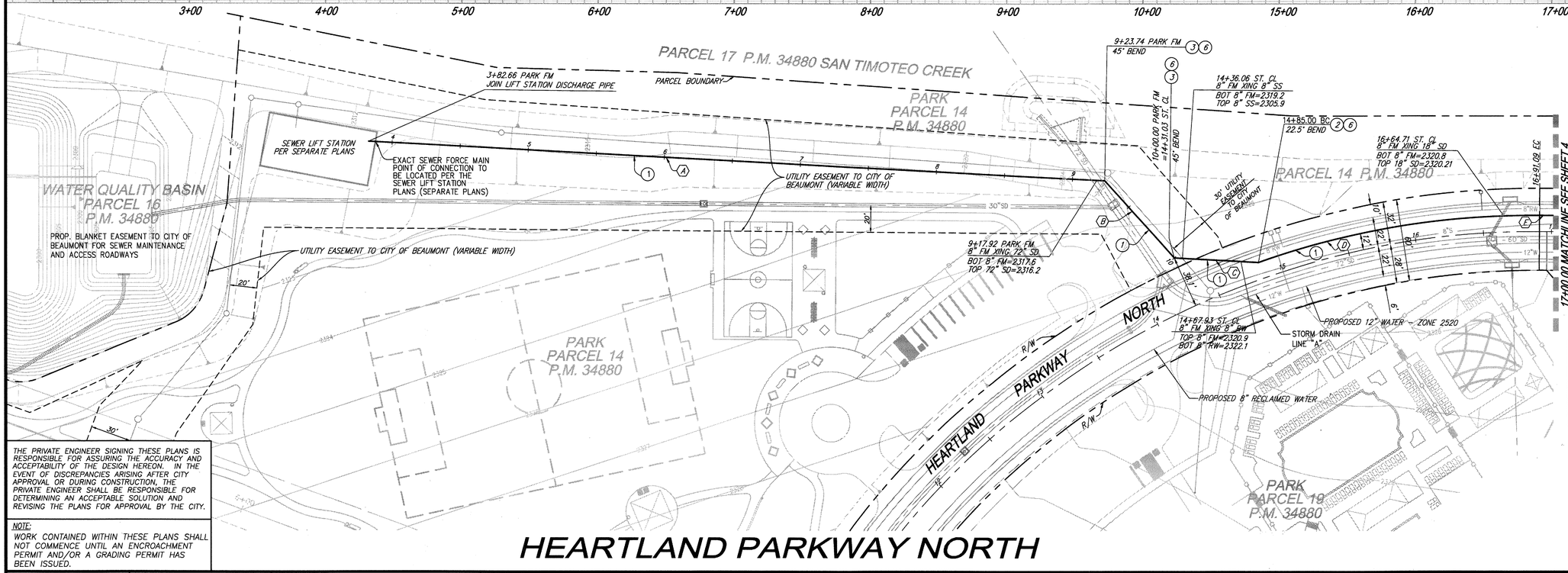
SHEET 2 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108



PROFILE SCALE:
HORIZ: 1"=40'
VERT: 1"=4'

CONSTRUCTION NOTES:

1. INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159
2. INSTALL 8" 22.5° BEND
3. INSTALL 8" 45° BEND
6. INSTALL RESTRAINED JOINTS FOR AWWA C-900 PVC PER EMWD STD. DWG. B-663. REFER TO PROFILE FOR RESTRAINED LENGTH. ON EACH SIDE OF THE FITTING A MINIMUM TWO PIPE JOINTS ARE TO BE RESTRAINED.



LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N86°59'24"W	---	584.33'	---
B	N41°59'24"W	---	76.26'	---
C	N86°59'24"W	---	61.95'	---
D	19°40'45"	612.00'	210.20'	106.15'
E	N89°35'01"E	---	9.94'	---

40' 0 40' 80' 120'
SCALE: 1"=40'

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HEARTLAND PARKWAY NORTH

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO — 27 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA EST. NOV. 18, 1912

Reviewed By: Date: 8.3.17
Recommended for Approval By: Date: 8.3.17
Approved By: Director of Public Works Date: 8.9.17

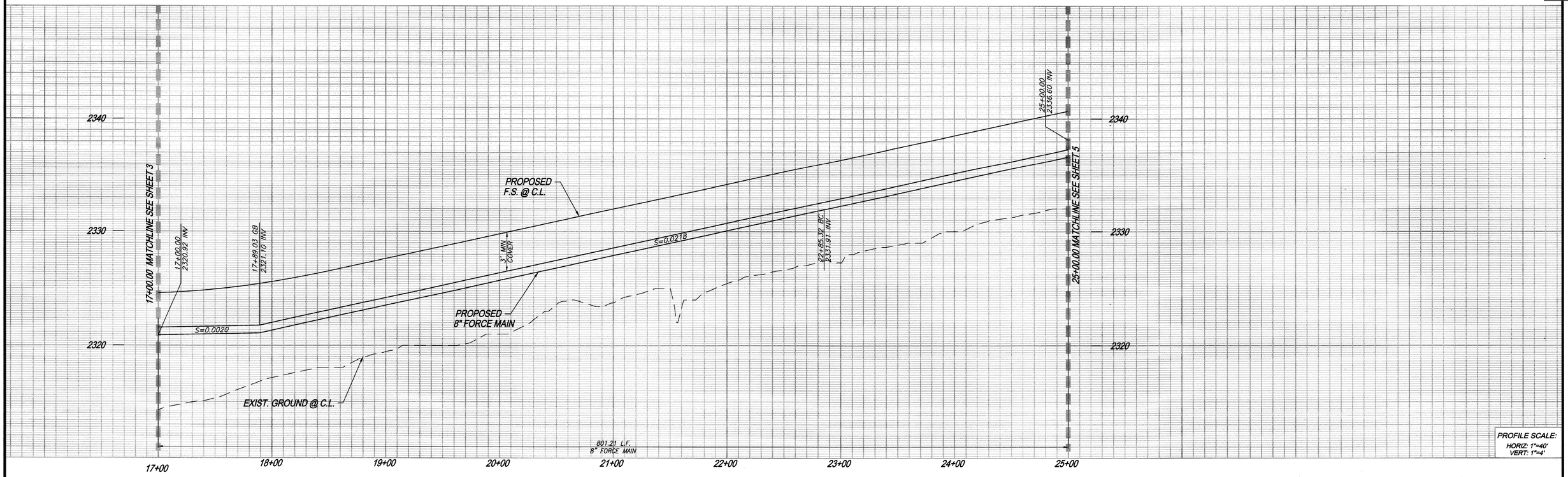
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

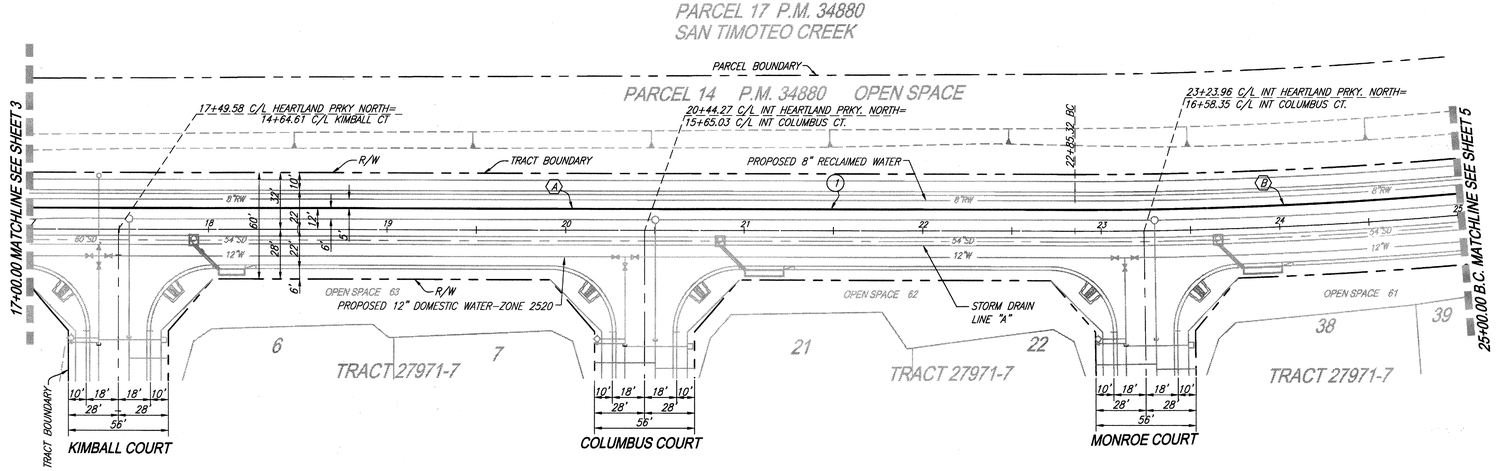
CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
HEARTLAND PARKWAY NORTH
STA: 3+39.41 FM TO STA: 17+00.00 FM = 17+00.00 STREET

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 3 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108

PRELIMINARY NOT FOR CONSTRUCTION





CONSTRUCTION NOTES:

(1) INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	N89°35'01"W	---	585.47'	---
(B)	04°59'18"	2478.00'	215.74'	107.94'

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

NOTE:
WORK CONTAINED WITHIN THESE PLANS SHALL NOT COMMENCE UNTIL AN ENCROACHMENT PERMIT AND/OR A GRADING PERMIT HAS BEEN ISSUED.

HEARTLAND PARKWAY NORTH

40' 0 40' 80' 120'
SCALE: 1"=40'

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

29 JUNE 2017
NED ARAUJO DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY of BEAUMONT CALIFORNIA INCORPORATED NOV 16, 1912

Reviewed By: Date: 8.3.17
Recommended for Approval By: Date: 8.3.17
Approved By: Date: 8.8.17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

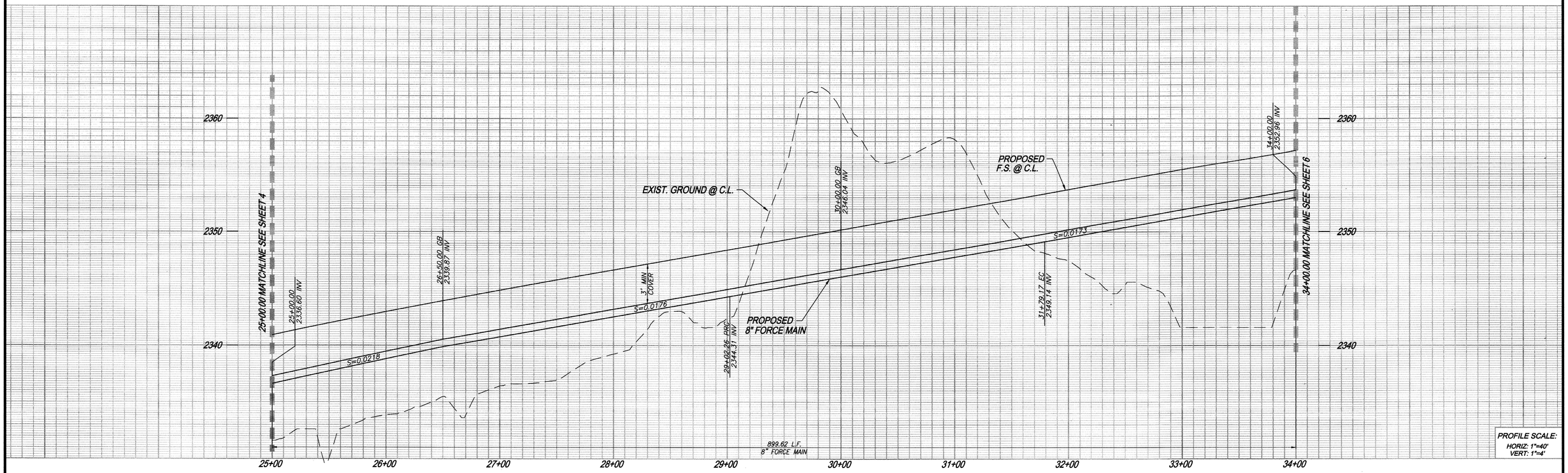
CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
HEARTLAND PARKWAY NORTH
STA: 17+00.00 TO STA: 25+00.00

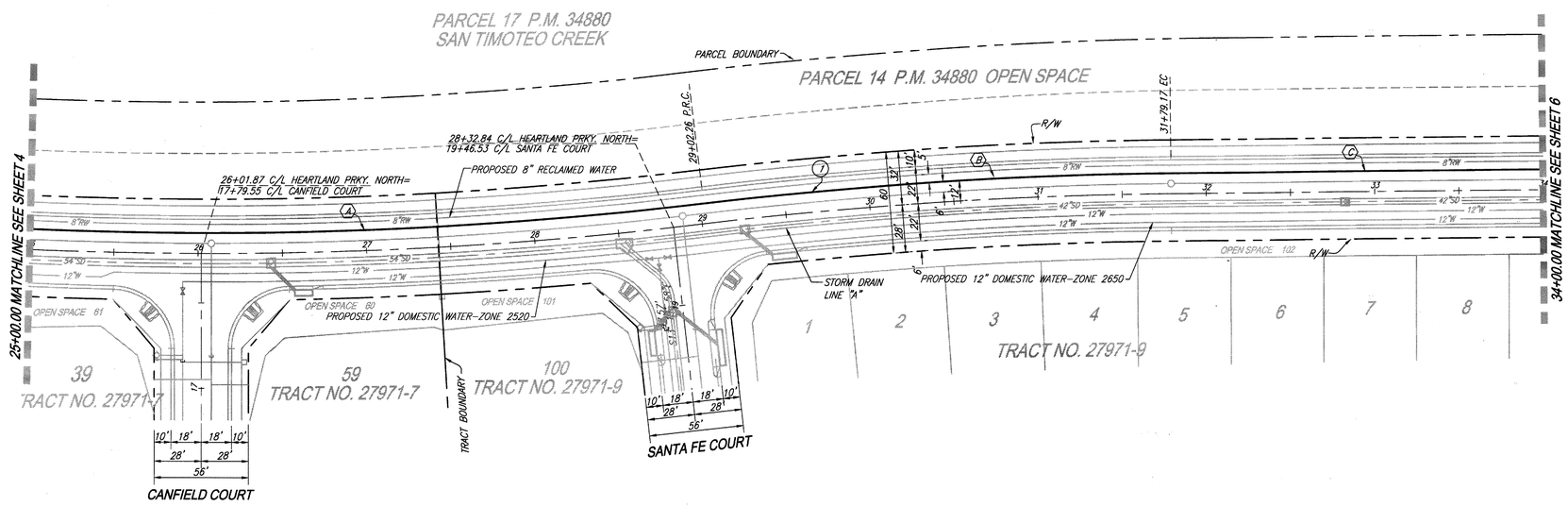
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 4 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 28, 2017 – 5:55pm By: ecconnerly DWG: V:\2042\active\2042495810\drawing\model_files\495810C-TB006.dwg





CONSTRUCTION NOTES:

(1) INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
(A)	09°15'41"	2478.00'	400.55'	200.71'
(B)	06°19'16"	2522.00'	278.24'	139.26'
(C)	N82°32'29"E	---	220.83'	---

THE PRIVATE ENGINEER SIGNING THESE PLANS IS RESPONSIBLE FOR ASSURING THE ACCURACY AND ACCEPTABILITY OF THE DESIGN HEREON. IN THE EVENT OF DISCREPANCIES ARISING AFTER CITY APPROVAL OR DURING CONSTRUCTION, THE PRIVATE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING AN ACCEPTABLE SOLUTION AND REVISING THE PLANS FOR APPROVAL BY THE CITY.

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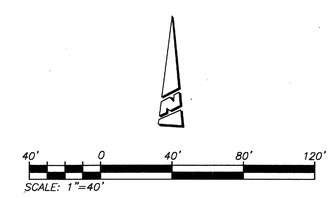
HEARTLAND PARKWAY NORTH



811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "REST" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
BENCHMARK ESTABLISHED BY THE COUNTY OF RIVERSIDE, 2.4 MILES WESTERLY ALONG U.S. HIGHWAY 60 FROM THE POST OFFICE AT BEAUMONT, RIVERSIDE COUNTY, AT A POINT WHERE THE HIGHWAY PASSES THROUGH A CUT, 97 FEET NORTH OF CENTERLINE OF THE OPPOSITE HIGHWAY ENGINEERS STATION 267/98; 16 FEET SOUTH OF THE NORTH RIGHT-OF-WAY FENCE, 16 FEET WEST OF RIGHT-OF-WAY FENCE CORNER, AND 18 FEET EAST OF POWER POLE #826632. A STANDARD DISC, STAMPED "U 448 RESET 1955" AND SET IN THE TOP OF A CONCRETE POST PROJECTING 0.5 FEET ABOVE GROUND. STAMPED U-448-1955
ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-f Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO 29 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NEO J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA INCORPORATED NOV 16 1912

Reviewed By: Date: 8.3.17
Recommended for Approval By: Date: 8.3.17
Approved By: Director of Public Works Date: 8.9.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

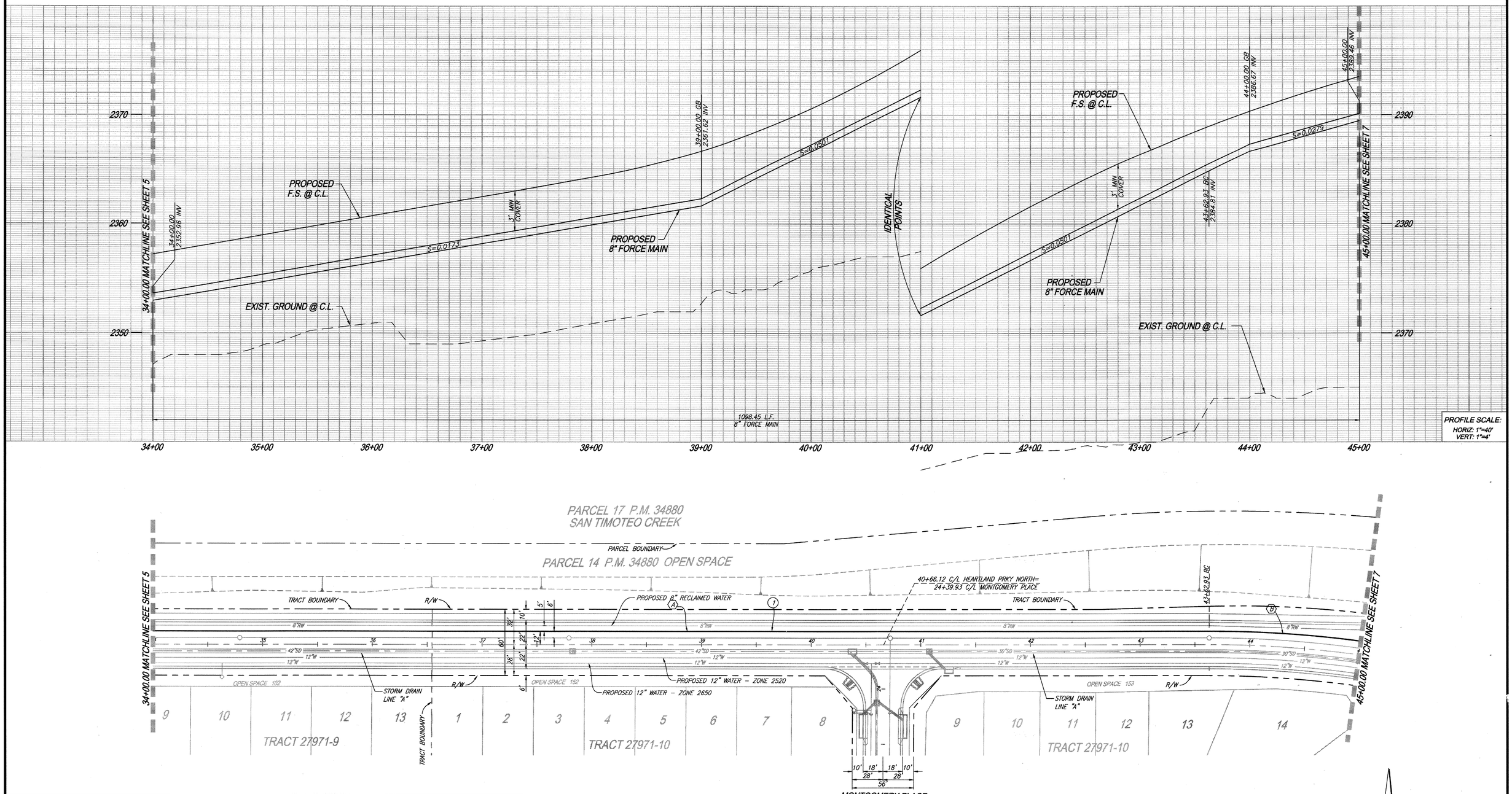
CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
HEARTLAND PARKWAY NORTH
STA: 25+00.00 TO STA: 34+00.00

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 5 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 28, 2017 – 5:55pm By: ecconnerly DWG: V:\2042\active\2042495810\drawing\model_files\495810C-TB006.dwg



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LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N82°32'29"E	----	964.72'	----
B	07°33'50"	1013.00'	133.73'	66.96'

CONSTRUCTION NOTES:

1. INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159

HEARTLAND PARKWAY NORTH

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BEARING: N 27°39'52" E

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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
258664-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO — 29 JUN 6 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA INCORPORATED 1912

Reviewed By: Date: 8.3.17
Recommended for Approval By: Date: 8.3.17
Approved By: Date: 8.8.17
Director of Public Works

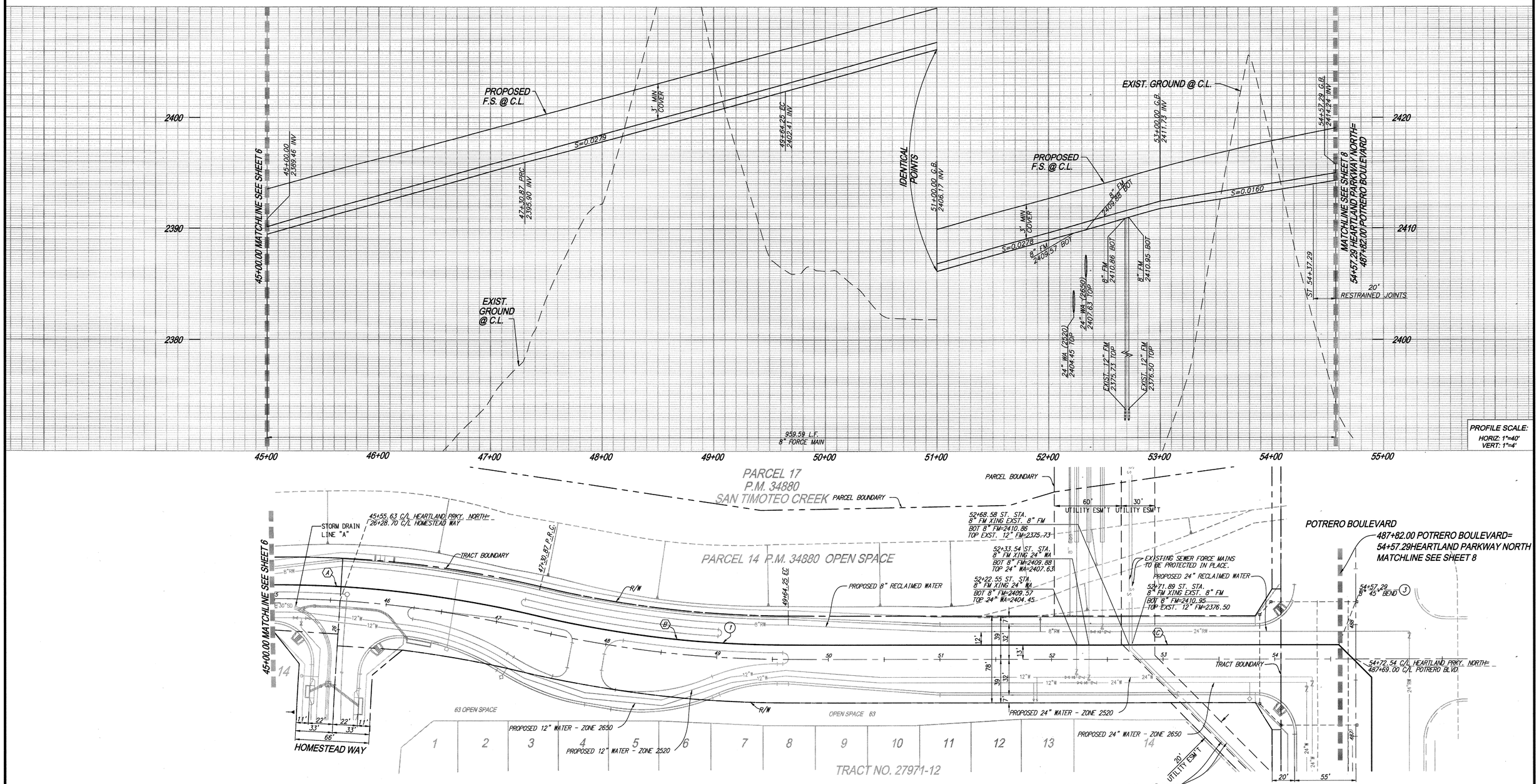
CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St
Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
HEARTLAND PARKWAY NORTH
STA: 34+00.00 TO STA: 45+00.00

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 6 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108

Plotted: Jun 28, 2017 – 5:55pm By: econnerly DWG: V:\2042\active\2042495810\drawing\model_files\495810C-TB006.dwg



LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	13°26'18"	1013.00'	237.59'	119.34'
B	13°17'28"	987.00'	228.96'	115.00'
C	N89°44'51"W	---	493.04'	---

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CONSTRUCTION NOTES:

1. INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159
3. INSTALL 8" 45° BEND

HEARTLAND PARKWAY NORTH

811 Know what's below. Call before you dig.

BASIS OF BEARINGS:
DESCRIPTION:
THE BASIS OF COORDINATES FOR THIS MAP IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, 1983, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "RESI" AND "RABBIT".

BEARING: N 27°39'52" E

BENCHMARK:
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ELEV: 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY: Stantec
25864-I Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com

NED ARAUJO 29 JUNE 2017 DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

Reviewed By: L.C.G. Date: 8.3.17
Recommended for Approval By: L.C.G. Date: 8.3.17
Approved By: Director of Public Works Date: 8.8.17

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

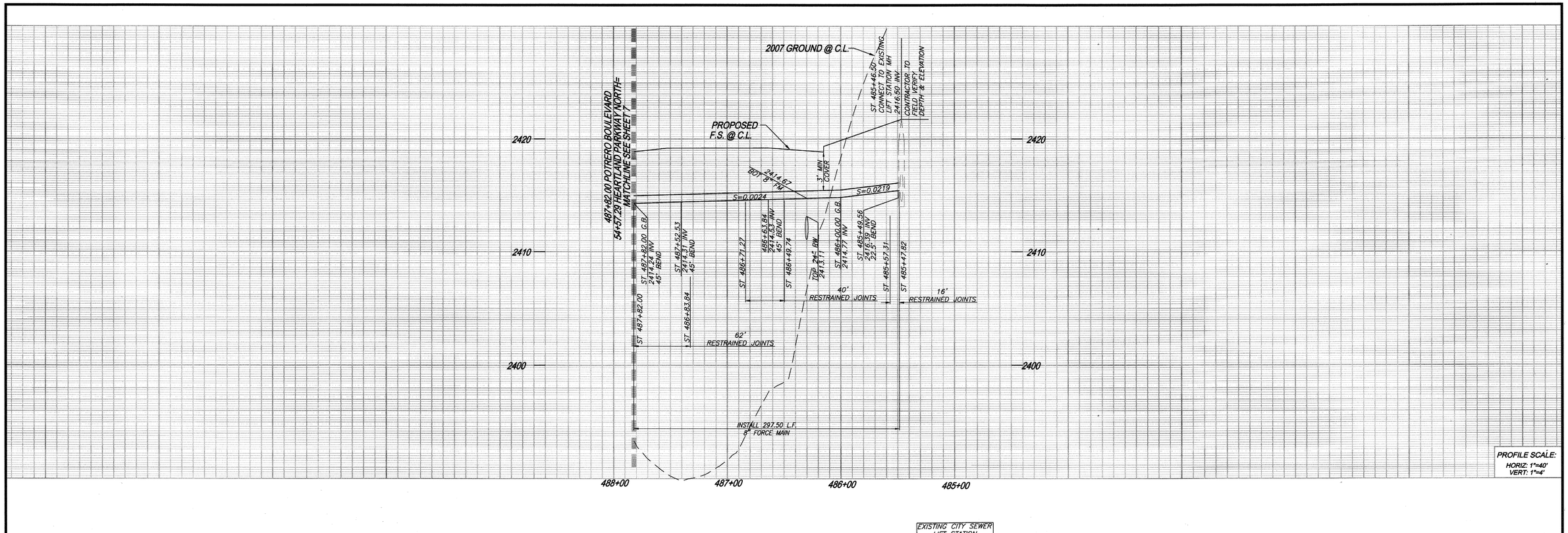
CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
HEARTLAND PARKWAY NORTH
STA: 45+00.00 TO STA: 54+57.29

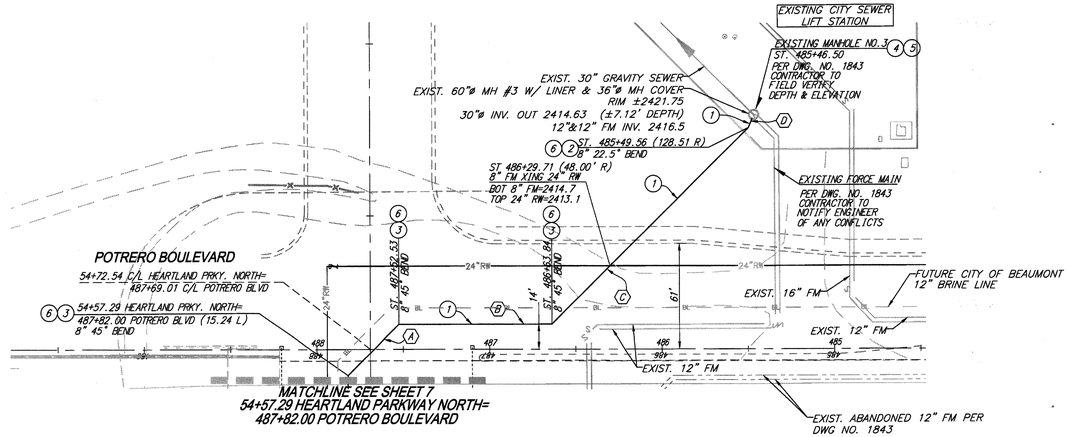
FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 7 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108

PRELIMINARY NOT FOR CONSTRUCTION

Plotted: Jun 28, 2017 – 5:56pm By: ecconnerly DWG: V:\2042\active\2042495810\drawing\model_files\495810C-TB006.dwg





CONSTRUCTION NOTES:

1. INSTALL 8" SEWER FORCE MAIN, PVC AWWA STD C900, PRESSURE CLASS-DR 14 (CL 305) PSI, BEDDING AND BACKFILL PER PLAN AND PROFILE AND PER EMWD STD. DRAWING NO SB-157, SB-158, SB-159
2. INSTALL 8" 22.5° BEND
3. INSTALL 8" 45° BEND
4. MODIFY EXISTING MANHOLE COVER TO PROVIDE AIR FLOW
5. CONTRACTOR TO TIE INTO EXISTING MANHOLE AT DIRECTION OF CITY
6. INSTALL RESTRAINED JOINTS FOR AWWA C-900 PVC PER EMWD STD. DWG. B-663. REFER TO PROFILE FOR RESTRAINED LENGTH. ON EACH SIDE OF THE FITTING A MINIMUM TWO PIPE JOINTS ARE TO BE RESTRAINED.

LINE/CURVE DATA				
NO.	BEARING/DELTA	RADIUS	LENGTH	TANGENT
A	N44°44'39"W	----	41.69'	----
B	N00°15'09"E	----	88.73'	----
C	N44°44'51"W	----	161.58'	----
D	N67°14'51.22"W	----	5.50'	----

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POTRERO BOULEVARD

SCALE: 1"=40'

811 Know what's below. Call before you dig.

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DESCRIPTION:
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ELEV. 2448.129

BY	MARK	DESCRIPTION	APPR.	DATE
ENGINEER		REVISIONS	CITY	

PREPARED BY:
Stantec
25864-f Business Center Drive
Redlands, CA 92374
909.335-6120 stantec.com
NED ARAUJO — 29 JUNE 2017 — DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER NED J. ARAUJO No. 57835 CIVIL STATE OF CALIFORNIA

DESIGN BY: RM
DRAWN BY: MT/SW
CHECKED BY: RM/NJA/GB
SCALE: AS NOTED
DATE: 06/28/17
JOB NUMBER: 2042495810

CITY OF BEAUMONT CALIFORNIA ESTABLISHED 1912

Reviewed By: Date: 8.3.17
Recommended for Approval By: Date: 8.3.17
Approved By: Date: 8.8.17
Director of Public Works

CITY OF BEAUMONT, PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
550E. 6th. St. Beaumont, CA 92223
TEL: (951) 769-8520 FAX: (951) 769-8526

CITY OF BEAUMONT, CALIFORNIA
SEWER FORCE MAIN PLANS
POTRERO BOULEVARD
STA: 485+46.39 TO STA: 487+82.00

FOR: RSI COMMUNITIES – HEARTLAND L.L.C.

SHEET 8 OF 8 SHEETS
DRAWING NAME:
FILE NO.: 3112 SF17-4108

Plotted: Jun 28, 2017 – 5:56pm By: econnerly DWG: V:\2042\active\2042495810\drawing\model_files\495810C-TB006.dwg

Punch List

Project Name: Sewer Force Main Installation. Bond No:1001053559

Project Number: PW2021-0762

Inspected By: Jason Craghead		**Page: 1 of 1**	**Date: 12/6/2021**

Item No.	Description	Completed by Construction (Sign/Date)	Accepted by (Sign/Date)
1)	**There are no punch list items at this time**		
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			
11)			

[COMPANY NAME]

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE April 19, 2022

SUBJECT: **A Resolution of the City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Three Easements for Drainage Purposes; Approve the Certificate of Acceptance for Three Easements for Drainage Purposes; and Record the Offer of Dedication Documents with the Riverside County Clerk Recorder's Office**

Background and Analysis:

RSI Communities – California, LLC, also known as Taylor Morrison, the developer for Olivewood Specific Plan, is granting three drainage maintenance easements to the City of Beaumont. The development is located north of State Route 60, south of Oak Valley Parkway, and west of Potrero Boulevard. As part of the development, the applicant will construct a public storm drain system which conveys stormwater runoff through the site to a detention basin located at the northeast corner of the development. There are two lines, A1a and A17 that require an easement to allow City forces to access the facilities. Refer to Figure 1 and Figure 2 for location of the two lines. Line A1a requires two easements across Lot 9 and Lot 82. Line A17 requires one easement across Lot 16.

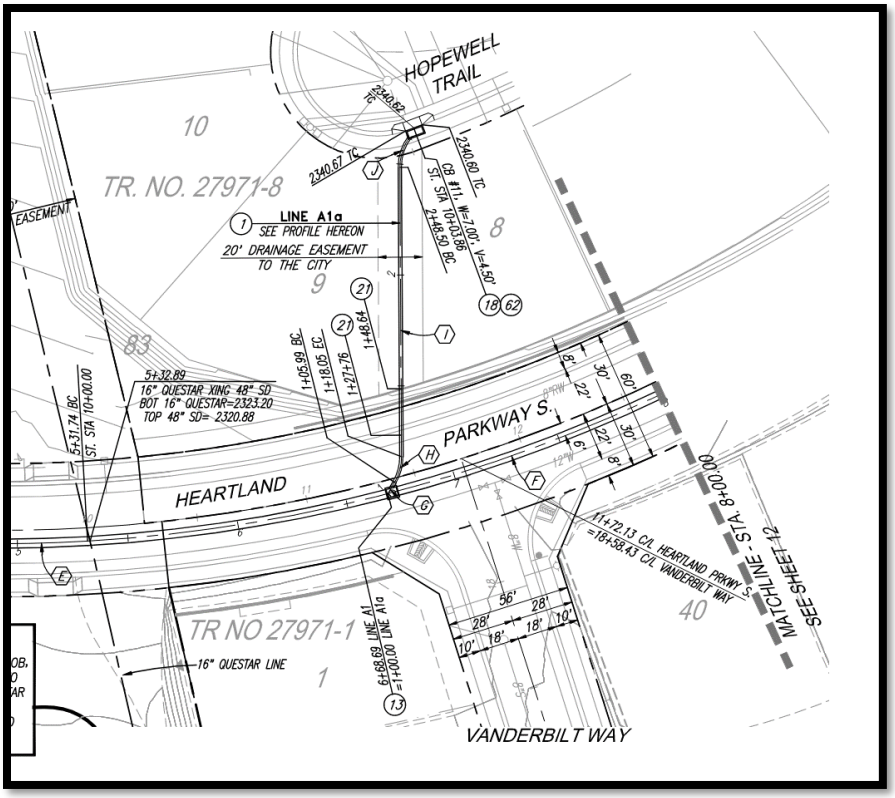


Figure 1 – Line A1a

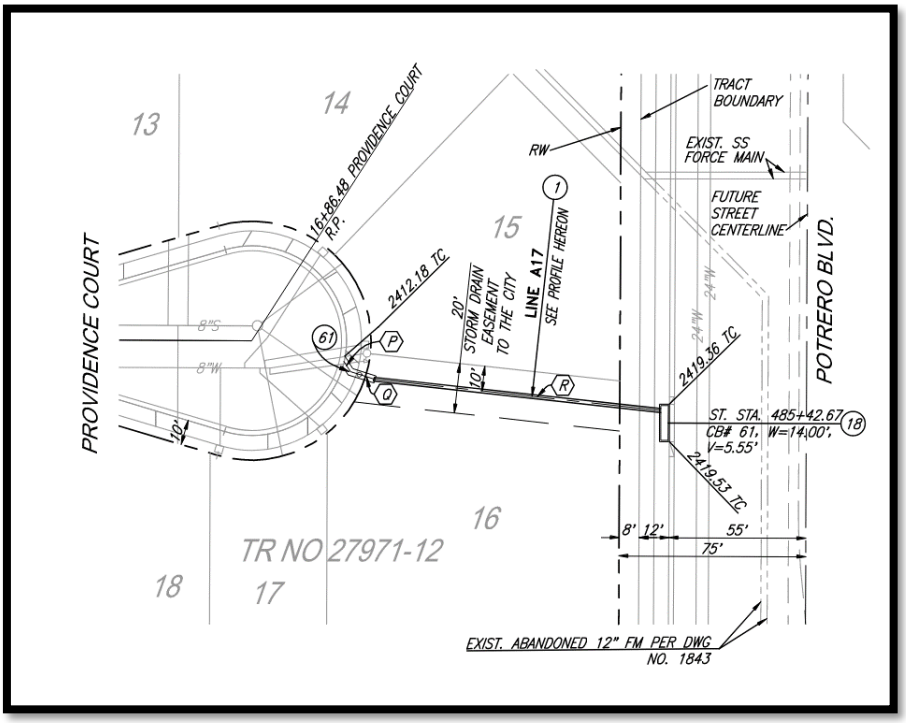


Figure 2 – Line A17

Fiscal Impact:

The cost to prepare the staff report is estimated to be $350.

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of The City of Beaumont Authorizing the Mayor to Accept the Offer of Dedication for Three Easements for Drainage Purposes;” Approve the Certificate of Acceptance for Three Easements for Drainage Purposes; and record the Offer of Dedication documents with the Riverside County Clerk Recorder’s Office.

Attachments:

A. Offer of Dedication Resolution
B. Certificate of Acceptance
C. Offer of Dedication Easements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE MAYOR TO ACCEPT THE OFFERS OF DEDICATION FOR THREE EASEMENTS FOR DRAINAGE PURPOSES

WHEREAS, RSI Communities – California LLC, a Delaware Limited Liability Company has executed a Formal Offer of Dedication to the City of Beaumont for three easements for drainage purposes; and

WHEREAS, all of the storm drain improvements will be completed by developer; and

WHEREAS, City staff has determined that the storm drain improvement plans are approved and ready for construction; and

WHEREAS, Government Code Section 27281 provides that instruments conveying an interest in real property to the City may not be recorded without a Certificate of Acceptance from the City Council; and

WHEREAS, Government Code Section 27281 also provides that the City Council may, by a resolution, authorize one or more officers to accept instruments conveying an interest in real property by executing a Certificate of Acceptance; and

WHEREAS, the City Council desires to delegate to the Mayor the authority to accept the within described real property interests on behalf of the City.

WHEREAS, a certificate of acceptance for accepting the aforementioned easements will be recorded with the Riverside County Clerk Recorder's Office once the resolution is adopted by City Council; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize accepting the three easements for drainage purposes identified in **Exhibit "A"** attached hereto and made a part hereof by this reference:

Provision 1. Recordation of the aforementioned certificate of acceptance shall be executed by the Mayor and recorded with the Riverside County Clerk Recorder's Office

MOVED, PASSED AND ADOPTED this 19th day of April 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____
Lloyd White, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By:_____

When Recorded Return
Original To:

City of Beaumont
550 East 6th Street
Beaumont, CA 92223

NO RECORDING FEE REQUIRED PER GOVERNMENT
CODE SECTION 27383

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real properties conveyed by the Offer of Dedication dated January 1, 2022 from RSI Communities - California, LLC, a Delaware Limited Liability Company, to the City of Beaumont, a municipal corporation, was accepted by the City Council of the City of Beaumont pursuant to resolution #_____ and the City of Beaumont consents to the recordation thereof by its duly authorized officer.

Dated: _____

By:_____
Lloyd White, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By:_____

RECORDING REQUESTED BY:

CITY OF BEAUMONT

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF BEAUMONT
550 E. 6th Street
Beaumont, CA 92223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $____-0-___
(Cal. Rev &Tax Code §11922)

OFFICIAL BUSINESS ENTITLED TO FREE RECORDATION
(Cal. Govt. Code §§ 6103 and 27383)

The undersigned Grantor
Signature of Declarant or Agent determining tax – Firm Name

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, **RSI COMMUNITIES-CALIFORNIA LLC,** a Delaware limited liability company (***"Grantor"***), hereby grants to **THE CITY OF BEAUMONT**, a municipal corporation of the State of California (***"Grantee"***), its personnel, contractors, successors and assigns, nonexclusive easements over portions of certain real property in the City of Beaumont, County of Riverside, State of California, as follows:

1. For maintenance of the storm drain line by the Grantee, its officers, agents, employees, and persons under contract with it, over and across the easement area located on a portion of Lot 9 of Tract No. 27971-8, as described in more detail on ***Exhibit "A"*** and as approximately depicted on ***Exhibit "B,"*** both of which are attached hereto and made a part hereof by this reference.

DATED: 1/12/22

RSI COMMUNITIES- CALIFORNIA LLC,
a Delaware limited liability company,

By: _____
Print Name: Kimberly Kraft
Title: Authorized Signatory

By: _____
Print Name: _____
Title: _____

"Grantor"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On January 12, 2022, before me, Crystal Rose Nash, Notary Public
(here insert name and title of the officer)

personally appeared Kimberly Kraft

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

CRYSTAL ROSE NASH
Notary Public - California
Orange County
Commission # 2278759
My Comm. Expires Feb 24, 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"
TO
EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT "A"
DRAINAGE EASEMENT

THAT PORTION OF LOT 9 OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, INCLUDED WITHIN A STRIP OF LAND, 20.00 FEET WIDE, THE SOUTHWESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 9;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 9, NORTH 57°22'44" WEST, 105.31 FEET TO THE WESTERLY CORNER OF SAID LOT 9.

THE NORTHEASTERLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE SOUTHEASTERLY AT THE SOUTHEASTERLY LINE OF SAID LOT 9 AND NORTHWESTERLY AT THE NORTHWESTERLY LINE OF LOT 9.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

MINH A. LE, P.L.S. 8543

DECEMBER 14, 2021
J.N. 2042 495812

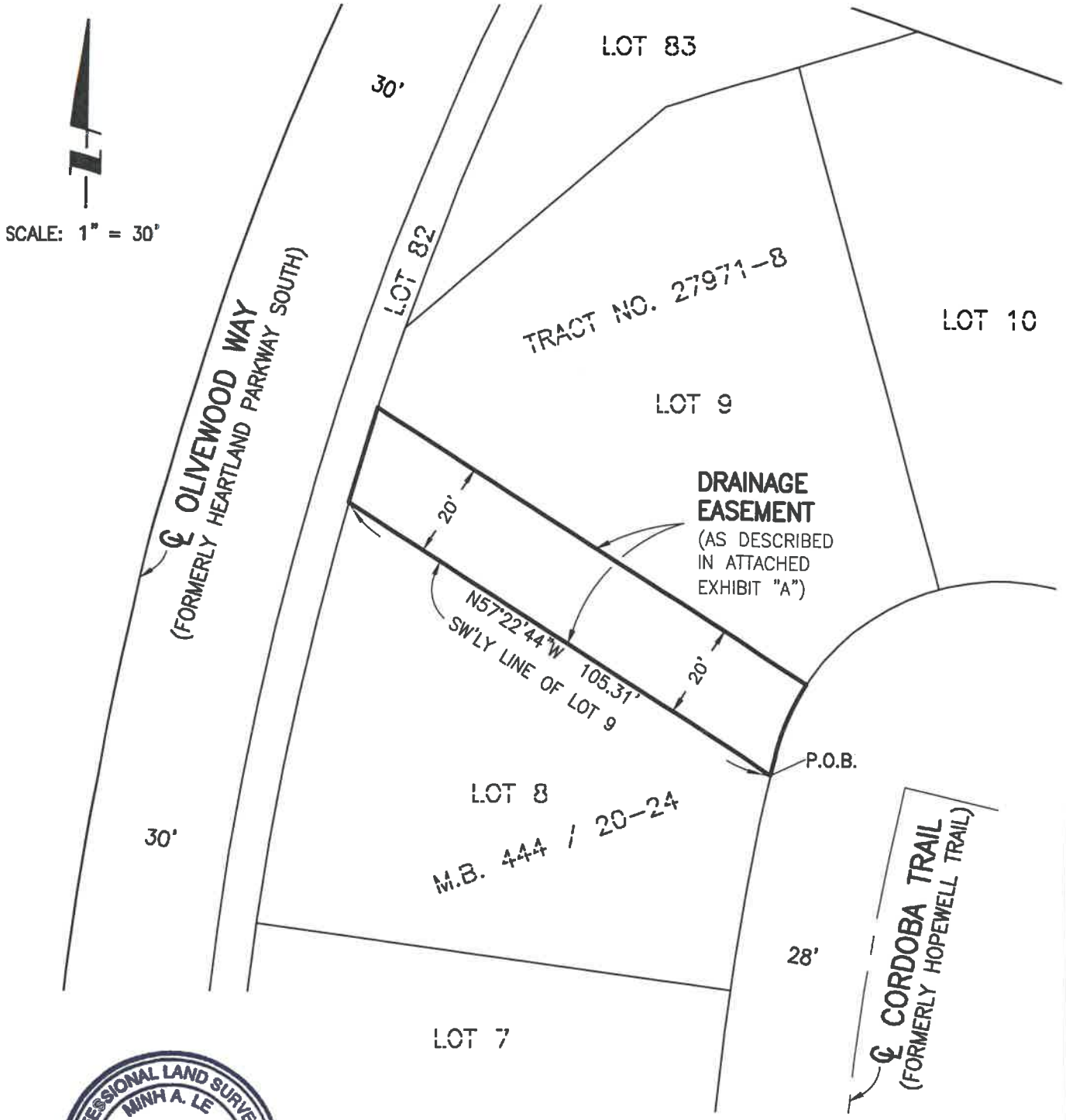
EXHIBIT "B"

TO
EASEMENT DEED
DEPICTION OF EASEMENT AREA

EXHIBIT "B"

A PORTION OF LOT 9 OF TRACT NO. 27971-8, M.B. 444 / 20-24,
IN SECTION 6, T. 3 S., R. 1 W., S.B.M.
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

DRAINAGE EASEMENT



PROFESSIONAL LAND SURVEYOR
MINH A. LE
NO. 8543
STATE OF CALIFORNIA

MINH A. LE, P.L.S. 8543

Stantec
735 Carnegie Drive Suite 280
San Bernardino CA 92408-3588
909-335-6116 stantec.com

V:\2042\ACTIVE\2042495810\DRAWINGS\EXHIBIT_FILES\495810V-MX7160

J.N. 2042 495812 | DATE: 12/14/21

RECORDING REQUESTED BY:

CITY OF BEAUMONT

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF BEAUMONT
550 E. 6th Street
Beaumont, CA 92223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $____-0-___
(Cal. Rev &Tax Code §11922)

OFFICIAL BUSINESS ENTITLED TO FREE RECORDATION
(Cal. Govt. Code §§ 6103 and 27383)

The undersigned Grantor
Signature of Declarant or Agent determining tax – Firm Name

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, **OLIVEWOOD COMMUNITY ASSOCIATION,** a California nonprofit mutual benefit corporation (***"Grantor"***), hereby grants to **THE CITY OF BEAUMONT**, a municipal corporation of the State of California (***"Grantee"***), its personnel, contractors, successors and assigns, nonexclusive easements over portions of certain real property in the City of Beaumont, County of Riverside, State of California, as follows:

1. For maintenance of the storm drain line by the Grantee, its officers, agents, employees, and persons under contract with it, over and across the easement area located on a portion of Lot 82 of Tract No. 27971-8, as described in more detail on ***Exhibit "A"*** and as approximately depicted on ***Exhibit "B,"*** both of which are attached hereto and made a part hereof by this reference.

DATED: 9/12/22

OLIVEWOOD COMMUNITY ASSOCIATION,
a California nonprofit mutual benefit corporation,

By: [signature]
Print Name: Kimberly Kraft
Title: President

By:_____
Print Name:_____
Title:_____

"Grantor"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On January 12, 2022, before me, Crystal Rose Nash, Notary Public
(here insert name and title of the officer)

personally appeared Kimberly Kraft

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

CRYSTAL ROSE NASH
Notary Public - California
Orange County
Commission # 2278759
My Comm. Expires Feb 24, 2023

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"

TO
EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT "A"
DRAINAGE EASEMENT

THAT PORTION OF LOT 82 OF TRACT NO. 27971-8, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 444, PAGES 20 THROUGH 24, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, INCLUDED WITHIN A STRIP OF LAND, 20.00 FEET WIDE, THE SOUTHWESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 9 OF SAID TRACT NO. 27971-8, BEING A POINT ON THE EASTERLY LINE OF SAIS LOT 82;

THENCE, ALONG THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF SAID LOT 9, NORTH 57°22'44" WEST, 8.35 FEET TO THE WESTERLY LINE OF SAID LOT 82.

THE NORTHEASTERLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO TERMINATE SOUTHEASTERLY AT THE EASTERLY LINE OF SAID LOT 82 AND NORTHWESTERLY AT SAID WESTERLY LINE OF LOT 82.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

MINH A. LE, P.L.S. 8543

DECEMBER 14, 2021
J.N. 2042 495812

EXHIBIT "B"

TO
EASEMENT DEED
DEPICTION OF EASEMENT AREA

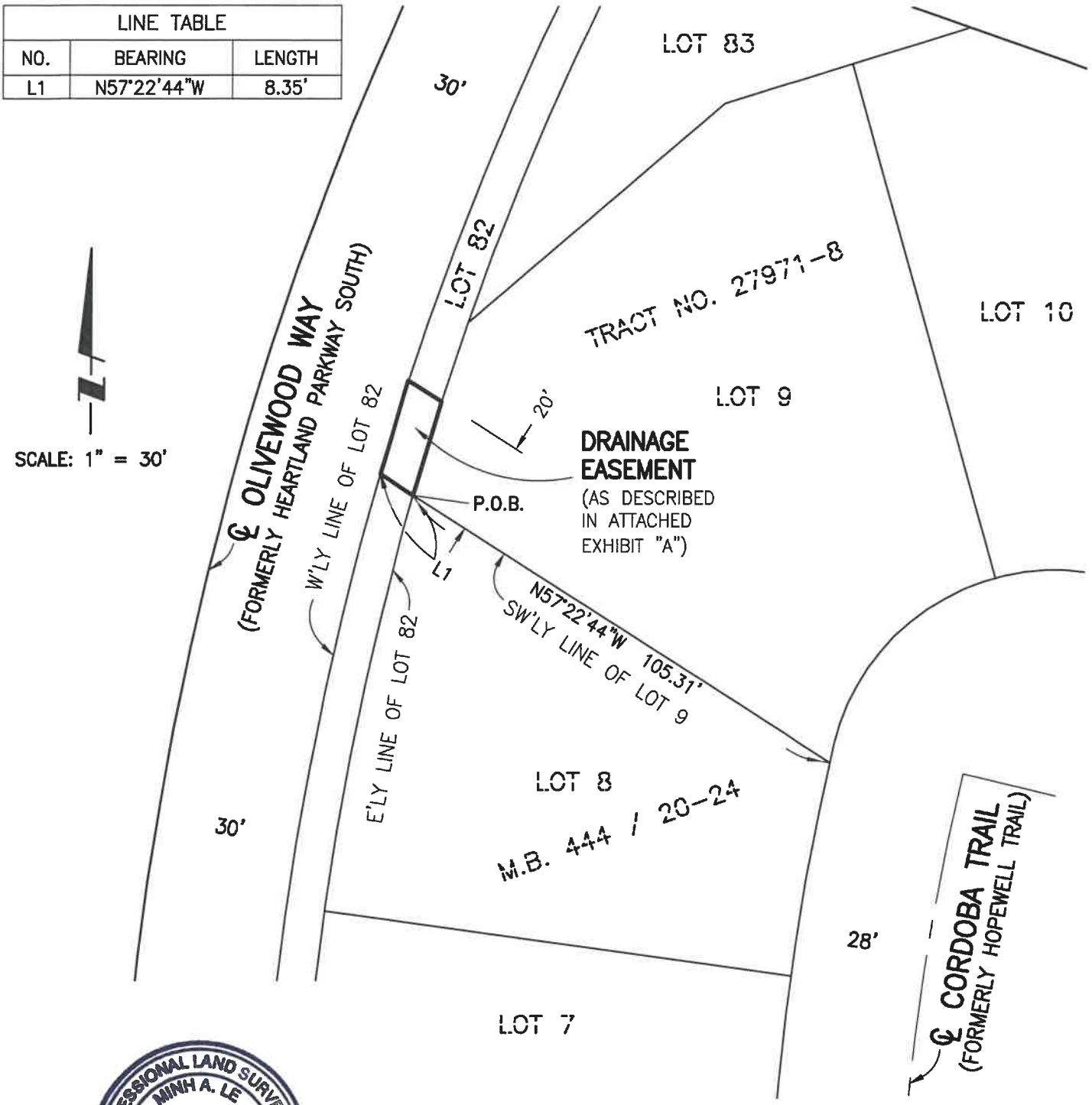
EXHIBIT "B"

SHEET 1 OF 1

A PORTION OF LOT 82 OF TRACT NO. 27971-8, M.B. 444 / 20-24,
IN SECTION 6, T. 3 S., R. 1 W., S.B.M.
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

DRAINAGE EASEMENT

LINE TABLE		
NO.	BEARING	LENGTH
L1	N57°22'44"W	8.35'



PROFESSIONAL LAND SURVEYOR
MINH A. LE
NO. 8543
STATE OF CALIFORNIA

MINH A. LE, P.L.S. 8543

Stantec
735 Carnegie Drive Suite 280
San Bernardino CA 92408-3588
909-335-6116 stantec.com

V:\2042\ACTIVE\2042495810\DRAWINGS\EXHIBIT_FILES\495810V-MX7161

J.N. 2042 495812 | DATE: 12/14/21

RECORDING REQUESTED BY:

CITY OF BEAUMONT

WHEN RECORDED MAIL TO:

CITY CLERK
CITY OF BEAUMONT
550 E. 6th Street
Beaumont, CA 92223

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX $____-0-___
(Cal. Rev &Tax Code §11922)

OFFICIAL BUSINESS ENTITLED TO FREE RECORDATION
(Cal. Govt. Code §§ 6103 and 27383)

The undersigned Grantor
Signature of Declarant or Agent determining tax – Firm Name

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, **RSI COMMUNITIES-CALIFORNIA LLC,** a Delaware limited liability company (***"Grantor"***), hereby grants to **THE CITY OF BEAUMONT**, a municipal corporation of the State of California (***"Grantee"***), its personnel, contractors, successors and assigns, nonexclusive easements over portions of certain real property in the City of Beaumont, County of Riverside, State of California, as follows:

1. For maintenance of the storm drain line by the Grantee, its officers, agents, employees, and persons under contract with it, over and across the easement area located on a portion of Lot 16 of Tract No. 27971-12, as described in more detail on ***Exhibit "A"*** and as approximately depicted on ***Exhibit "B,"*** both of which are attached hereto and made a part hereof by this reference.

DATED: 1/12/22

RSI COMMUNITIES- CALIFORNIA LLC,
a Delaware limited liability company,

By: [signature]
Print Name: Kimberly Kraft
Title: Authorized signatory

By:_____
Print Name:_____
Title:_____

"Grantor"

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On January 12, 2022, before me, Crystal Rose Nash, Notary Public
(here insert name and title of the officer)

personally appeared Kimberly Kraft

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

CRYSTAL ROSE NASH
Notary Public - California
Orange County
Commission # 2278759
My Comm. Expires Feb 24, 2023

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature (Seal)

EXHIBIT "A"
TO
EASEMENT DEED
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT "A"
DRAINAGE EASEMENT

THAT PORTION OF LOT 16 OF TRACT NO. 27971-12, IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 444, PAGES 41 THROUGH 44, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN, INCLUDED WITHIN A STRIP OF LAND, 20.00 FEET WIDE, THE NORTHERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 16;

THENCE, ALONG THE NORTHERLY LINE OF SAID LOT 16, NORTH 83°45'07" WEST, 100.81 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 16.

THE SOUTHERLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE EASTERLY LINE OF SAID LOT 16 AND TO END AT THE NORTHWESTERLY LINE OF SAID LOT 16.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY: STANTEC CONSULTING
UNDER THE DIRECTION OF:

MINH A. LE, P.L.S. 8543

DECEMBER 14, 2021
J.N. 2042 495812

EXHIBIT "B"

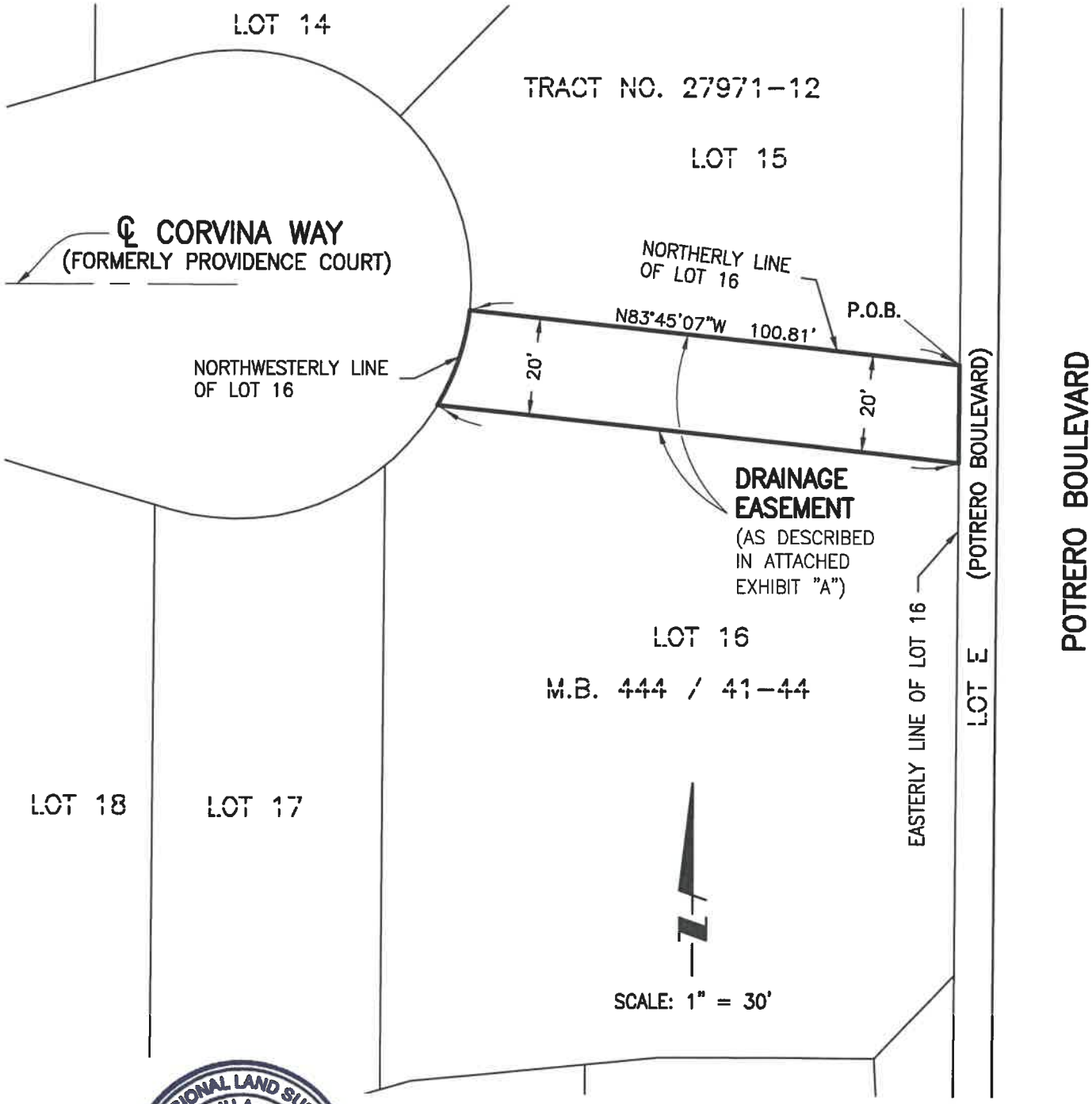
TO
EASEMENT DEED
DEPICTION OF EASEMENT AREA

EXHIBIT "B"

SHEET 1 OF 1

A PORTION OF LOT 16 OF TRACT NO. 27971-12, M.B. 444 / 41-44,
IN SECTION 6, T. 3 S., R. 1 W., S.B.M.
IN THE CITY OF BEAUMONT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

DRAINAGE EASEMENT



PROFESSIONAL LAND SURVEYOR
MINH A. LE
NO. 8543
STATE OF CALIFORNIA

MINH A. LE, P.L.S. 8543

Stantec
735 Carnegie Drive Suite 280
San Bernardino CA 92408-3588
909-335-6116 stantec.com

V:\2042\ACTIVE\2042495810\DRAWINGS\EXHIBIT_FILES\495810V-MX7162

J.N. 2042 495812 | DATE: 12/14/21

Staff Report

TO: City Council

FROM: Doug Story, Interim Community Services Director

DATE April 19, 2022

SUBJECT: **Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont-Cherry Valley Rotary Club Cherries Jubilee Event**

Background and Analysis:

The Rotary Club of Beaumont Cherry Valley has submitted a request for consideration of waiving facility and staff fees for their annual Cherries Jubilee fundraiser to be held at the Albert A. Chatigny Sr. Community Recreation Center (CRC) on Thursday, May 5, 2022.

Beaumont-Cherry Valley Rotary is a nonprofit community organization serving the Beaumont community for 65 years. The annual Cherries Jubilee is a community event, hosted by Beaumont-Cherry Valley Rotary, that raises funds to be awarded in the form of scholarships to graduating seniors in the Beaumont community. Eligible students have shown their dedication to the community through volunteering in the City's annual Community Clean Up, Arbor Day tree planting, Senior Thanksgiving dinner, food bank fundraising, and partnering with other non-profits organizations such as Winter Wish.

Beaumont-Cherry Valley Rotary is requesting a fee waiver in the amount of $900 for the use of the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the Cherries Jubilee event. All proceeds from ticket sales and gift basket raffles at the event will be given as scholarships.

Fiscal Impact:

The total amount of facility use fees requested to be waived for the annual Cherries Jubilee fundraising event is $900 of which $500 is for the deposit. City staff estimates the cost to prepare this report to be $98.

Recommended Action:

Waive the full reading and adopt by title only, “A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Beaumont Cherry Valley Rotary Club.”

Attachments:

A. Resolution
B. Facility Use Application
C. Fee Waiver Request

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE WAIVER OF ONE TIME USE FACILITY USE AND STAFF FEES AT THE CHATIGNY COMMUNITY RECREATION CENTER (CRC) FOR BEAUMONT-CHERRY VALLEY ROTARY CLUB

WHEREAS, Beaumont-Cherry Valley Rotary is a non-profit community organization that provides volunteer service to the community of Beaumont; and

WHEREAS, Beaumont-Cherry Valley Rotary provides scholarships to students who serve the community through volunteering for various activities and events; and

WHEREAS, Beaumont-Cherry Valley Rotary need a space to hold their annual fundraiser Cherries Jubilee and has requested a fee waiver for the facility use and staff fees; and

WHEREAS, the City Council desires to waive facility use fees for Beaumont-Cherry Valley Rotary as it serves a public interest.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize a fee waiver of facility use fees for Beaumont-Cherry Valley Rotary's use of the Chatigny Community Recreation Center on Thursday, May 5, 2022, and finds that the fee waiver serves a valid public purpose in that the fee waiver will support the betterment of residents and youth within the Beaumont community.

MOVED, PASSED AND ADOPTED this ___day of April, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____
Lloyd White, Mayor, City of Beaumont

ATTEST:

Steven Mehlman
CITY CLERK

By:_____

May 5, 22
CRC

BEAUMONT PARKS AND RECREATION CITY OF BEAUMONT

FACILITIES USE AGREEMENT

GENERAL INFORMATION

Name Susan Y. Aguilar-Martinez

Address _____ City _____ Zip _____

Phone 480-363-0449 Email susanaguilarmartinez@yahoo.cor

FACILITIES USE AGREEMENT

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (PLEASE INITIAL TO ACCEPT TERMS BELOW)

S.A.M. Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.

S.A.M. It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.

S.A.M. Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a city employee to be present in the building for the full length of your use. All reservations must be made at least 30 days in advance.

S.A.M. There will be a charge of $20.00 per hour of use for a city employee to open the building, be present during your activity and to close the building when your activity is finished. ***THIS EMPLOYEE IS NOT RESPONSIBLE FOR SET UP OR CLEAN UP.***

S.A.M. A cleaning and damage deposit is required. **YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE.** $500.00 cleaning deposit which is refundable when the facility is left clean, and no damage occurs. If you do not clean the facility, and there are damages, your deposit will be retained to cover the cost, and you will be liable for any expenses incurred over and above the deposit paid. Cleaning includes the hallway and the restrooms.

S.A.M. All Parties in the City facilities must end at 10:00p.m. There may be no alcohol served after this time. Everyone must be off the premises by 12:00am.

S.A.M. Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

S.A.M. Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served. The number of guards is to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office. **THE GUARD MUST BE LICENSED, BONDED, IN UNIFORM AND HAS NO ASSOCIATION WITH THE PARTY.**

S.A.M. Special arrangements can be made to sell alcohol in the Civic Center for nonprofit agencies with approval from the Community Service Department and /or the Chief of Police. **ALCOHOL IS NOT ALLOWED FOR PARTIES OF UNDER AGED PERSON(S) (21 & OLDER ONLY).**

S.A.M. If you plan to sell drinks, a one-day permit is required from ABC. You must first contact the Police Department for a letter to the ABC to obtain a permit. NOTE: ABC will not issue a permit to a private party, only nonprofit service clubs or organizations.

S.A.M. The city has 150 – 200 metal fold-out chairs, and 25 6-foot tables. These are available free of charge. If additional are needed, you will need to rent them from another organization.

S.A.M. Should the applicant desire to cancel the facility reservation, notification of the cancellation must be received no later than two weeks prior to the scheduled event. Should cancellation notice not be received by this time limit, a $100.00 cancellation fee will be charged and taken from the deposit paid.

By signing you are stating you have read and are complying by all rules of the ordinance.

Signature: _____ Date: 03/09/2022

Location:

☑ CHATIGNY REC CENTER ☐ CIVIC CENTER Room(s) number: _____

☐ PARKING LOT ONLY

Date(s) of Use: May 05, 2022 Period of use: ☑ One Time ☐ Weekly ☐ Monthly

Other: _____

Open Building: 2:00 am/pm Close Building: 8:00 am/pm

Starting Time: 2:00 am/pm Ending Time: 8:00 am/pm

Equipment Needed for Meeting/Usage: ☑ Chairs ☑ Tables ☐ Other: _____

Name of Organization/Group: ~~Beaumont~~ Rotary Club of Beaumont Cherry Valley

Purpose of Meeting/Usage: Cherrico Jubilee Dessert and Spaghetti Dinner with Donated Basket Event for student scholarships

Expected Attendance: 100 Open to the Public? ☑ Yes ☐ No

The City reserves the right to revoke this permit at any time

RENTAL RATES

CATEGORY:	1	2	3	4
Auditorium/gym $500.00 Deposit	N/A N/A	N/A N/A	$120.00 $40.00	$220.00 First 2 hours $100.00 Extra hours
Meeting Rooms $45.00 Deposit	N/A N/A	N/A N/A	$50.00 $15.00	$100.00 First 2 hours $40.00 Extra hours
Staff Fee per Hour:	TBD	$20 PER HR	$20 PER HR	$20 PER HR

CATEGORIES

1. City sponsored activities and use by departments and divisions of the City of Beaumont.
2. Local schools.
3. Civic groups; non-profit organizations, clubs, associations; other governmental agencies.
4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations, or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST
WORK OUT FORM

LOCATION CRC FACILITY Gym

FIRST 2 HRS $120.
ADD. HRS $160

STAFF FEES $120.00

SUB TOTAL $400.00
DEPOSIT $500.00
TOTAL $900.00

THIS IS ONLY A WORK SHEET AND DOES NOT RENT FACILITY

RATES ARE SUBJECT TO CHANGE, BEFORE PERMIT IS SIGNED

6 hrs.

Please return signed and completed application to the

BEAUMONT PARKS AND RECREATION DEPARTMENT

1310 Oak Valley Parkway, Beaumont, Ca 92223

(951) 769-8524 | Parks@BeaumontCa.gov | BeaumontCa.gov

Staff approval signature:_____ Entered in Recdesk date:_____

March 21, 2022

City of Beaumont
City Council

Attn: Nicole Wheelwright, City Clerk
Re: Beaumont Cherry Valley Rotary Club
Cherry Jubilee Scholarship Fundraiser

Subject: Fee waiver request

The Rotary Club of Beaumont Cherry Valley will be hosting its annual Cherries Jubilee at the Chatigny Senior Community Center, on Thursday, May 5th from 2pm to 8pm.

The event together with the help of the community, volunteers, and local businesses, raises funds to be awarded in the form of scholarships to graduating seniors in our local Beaumont community. The criteria for students to be considered and awarded a scholarship at our event is based on their hours of serving the community in various activities such as city clean up, Arbor tree planting day, senior Thanksgiving dinner, raising funds for food banks, and partnering and assisting other non-profit organizations such as Winter Wish to name a few.

One hundred percent of the monies raised through the generous donations of gift baskets from local businesses and individuals are directly awarded to students at the end of our event. The community is invited to enjoy a meal prepared by members of the Beaumont Cherry Valley Rotary Club and end the evening by honoring students for their hours of community service.

The Rotary Club of Beaumont Cherry Valley is a 501 © 3, non-profit organization with our motto being "Service Above Self". Our club and its members have been serving the Beaumont community for 65 year's and hosting the Cherries Jubilee event for 20 years.

We are requesting that the all fee's be waived for the use of the Chatigny Senior Community Center, so that we can maximize the success of our event and recognize our youth as they take the next steps in continuing their education and continue to impact our community and the world as outstanding citizens.

On behalf of the Rotary Club of Beaumont Cherry Valley I want to thank you for taking our request under consideration and thank you for the service you provide our city and its residents.

Sincerely
Susan Aguilar-Martinez
Beaumont Cherry Valley Rotary Club President
Cherry Jubilee Chair
2021-2022

Staff Report

TO: City Council

FROM: Doug Story, Interim Community Services Director

DATE April 19, 2022

SUBJECT: **Consider Adopting a Resolution Waiving the Facility Use and Staff Fees at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for the Pass Patchers Quilt Guild**

Background and Analysis:

The Pass Patchers Quilt Guild has submitted a request for consideration of waiving facility and staff fees for their monthly board meetings and monthly general meetings to be held at the Chatigny Community Recreation Center (CRC).

Pass Patchers Quilt Guild is a nonprofit community organization providing hand-crafted items to those in need. The guild has been active in the community for 25 years and consists of 120 members. Annually, the Pass Patchers Quilt Guild provide quilt blankets, clothing and newborn items to the San Gorgonio Hospital, Ronald McDonald House, Winter Wish, foster facilities and several area assisted-living facilities.

The Pass Patchers Quilt Guild is requesting an annual fee waiver in the amount of $5,825 ($280 per month) for two monthly meetings at the Albert A. Chatigny Sr. Community Recreation Center (CRC). Prior to the Guild's interest in the CRC, the group met at the Beaumont Civic Center for 17 years before outgrowing the facility. The CRC will provide the space needed to accommodate current and future membership.

Fiscal Impact:

The total amount of facility use fees requested to be waived on an annual basis for monthly board and general meetings is $5,825 of which $545 is for the initial deposits. City staff estimates the cost to prepare this report to be $98.

Recommended Action:

Waive the full reading and adopt by title only, "A Resolution of the City of Beaumont Authorizing the Waiver of a One-Time Facility Use Fee at the Albert A. Chatigny Sr. Community Recreation Center (CRC) for Pass Patchers Quilt Guild."

Attachments:

A. Resolution
B. Facility Use Application
C. Fee Waiver Request

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BEAUMONT AUTHORIZING THE WAIVER OF ONE TIME USE FACILITY USE AND STAFF FEES AT THE CHATIGNY COMMUNITY RECREATION CENTER (CRC) FOR PASS PATCHERS QUILT GUILD

WHEREAS, Pass Patchers Quilt Guild is a non-profit community organization that provides volunteer service to the community of Beaumont; and

WHEREAS, Pass Patchers Quilt Guild provides free quilts and hand crafted items to families and individuals in need throughout the community; and

WHEREAS, Pass Patchers Quilt Guild needs a space within the Chatigny Community Recreation Center (CRC) to hold their monthly membership working meetings and monthly board meetings and has requested a fee waiver for the facility use; and

WHEREAS, the City Council desires to waive facility use fees for Pass Patchers Quilt Guild as it serves a public interest.

NOW, THEREFORE, BE IT RESOLVED, that the City of Beaumont does authorize a fee waiver of facility use fees for Pass Patchers Quilt Guild's use of the Chatigny Community Recreation Center until April 30, 2023, and finds that the fee waiver serves a valid public purpose in that the fee waiver will support the betterment of residents and families within the Beaumont community.

MOVED, PASSED AND ADOPTED this ___day of April, 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

By:_____
Loyd White, Mayor, City of Beaumont

ATTEST:

Steven Mehlman

CITY CLERK

By:_____

BEAUMONT PARKS AND RECREATION

FACILITIES USE AGREEMENT

GENERAL INFORMATION

Name Pass Patchers Quilt Guild / Penny Wyckoff

Address 802 Kingsmill Ct City Beaumont, Ca Zip 92223

Phone 909 633-9088 cell Email Wyckoff3651@RoadRunner.com

FACILITIES USE AGREEMENT

ALL PERSONS UTILIZING CITY FACILITIES SHALL ABIDE BY ALL CITY RULES AND ORDINANCES INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (PLEASE INITIAL TO ACCEPT TERMS BELOW)

PW Applicant is responsible for leaving facilities in the same conditions as received: for cleanliness; and turning off all utilities.

PW It is understood and agreed that the applicant shall be solely responsible for the activities conducted by it or subject to its controls, and applicant agrees to and does here hold the City harmless from any and all liability or alleged liability arising out of, or in any way related to, the activities by said applicant: and in the event suit is brought arising out of any such activities, applicant will defend the City and pay any and all attorney fees and Court cost incurred in such suit.

PW Night and weekend use of the Beaumont Facilities will be by special arrangement only, with additional payment required for a city employee to be present in the building for the full length of your use. All reservations must be made at least 30 days in advance.

PW There will be a charge of $20.00 per hour of use for a city employee to open the building, be present during your activity and to close the building when your activity is finished. ***THIS EMPLOYEE IS NOT RESPONSIBLE FOR SET UP OR CLEAN UP.***

PW A cleaning and damage deposit is required. YOUR DEPOSIT IS REQUIRED TO RESERVE YOUR DATE. $500.00 cleaning deposit which is refundable when the facility is left clean, and no damage occurs. If you do not clean the facility, and there are damages, your deposit will be retained to cover the cost, and you will be liable for any expenses incurred over and above the deposit paid. Cleaning includes the hallway and the restrooms.

PW All Parties in the City facilities must end at 10:00p.m. There may be no alcohol served after this time. Everyone must be off the premises by 12:00am.

PW Events at the CRC that use the overflow parking lot at night will be required to rent a light tower for their event. The light must be turned off by 10pm.

PW Alcohol is not permitted in the Civic Center/CRC facilities unless you have provided proof of security. Security guards must be present entire time alcohol is being served. The number of guards is to be determined by the Beaumont Police Department for Civic Center or CRC. (# of guards on all facility rentals are subject to approval by the Beaumont Police Department). Arrangements may be made with a private security firm. A copy of the contract must be provided to this office. THE GUARD MUST BE LICENSED, BONDED, IN UNIFORM AND HAS NO ASSOCIATION WITH THE PARTY.

PN Special arrangements can be made to sell alcohol in the Civic Center for nonprofit agencies with approval from the Community Service Department and /or the Chief of Police. **ALCOHOL IS NOT ALLOWED FOR PARTIES OF UNDER AGED PERSON(S) (21 & OLDER ONLY).**

PN If you plan to sell drinks, a one-day permit is required from ABC. You must first contact the Police Department for a letter to the ABC to obtain a permit. NOTE: ABC will not issue a permit to a private party, only nonprofit service clubs or organizations.

PN The city has 150 – 200 metal fold-out chairs, and 25 6-foot tables. These are available free of charge. If additional are needed, you will need to rent them from another organization.

PN Should the applicant desire to cancel the facility reservation, notification of the cancellation must be received no later than two weeks prior to the scheduled event. Should cancellation notice not be received by this time limit, a $100.00 cancellation fee will be charged and taken from the deposit paid.

By signing you are stating you have read and are complying by all rules of the ordinance.

Signature: Penny Zwychoff Date: 1-26-2022

Location:

X CHATIGNY REC CENTER ☐ CIVIC CENTER Room(s) number: gym / small meeting Room

☐ PARKING LOT ONLY

Date(s) of Use: 2nd + 3rd ~~Wed~~ Tuesday Period of use: ☐ One Time ☐ Weekly X Monthly

Other: _____

Open Building: _____ am/pm Close Building: _____ am/pm

Starting Time: 8:00 (am)/pm Ending Time: 12:00 am/(pm)

Equipment Needed for Meeting/Usage: X Chairs X Tables ☐ Other: _____

Name of Organization/Group: Pass Patchers Quilt Guild

Purpose of Meeting/Usage: Board meeting 2nd wed; General meeting 3rd Wed

Expected Attendance: 20 Board; 60-70 General Open to the Public? X Yes ☐ No

The City reserves the right to revoke this permit at any time

RENTAL RATES

CATEGORY:	1	2	3	4	
Auditorium/gym	N/A	N/A	$120.00	$220.00	First 2 hours
$500.00 Deposit	N/A	N/A	$40.00	$100.00	Extra hours
Meeting Rooms	N/A	N/A	$50.00	$100.00	First 2 hours
$45.00 Deposit	N/A	N/A	$15.00	$40.00	Extra hours
Staff Fee per Hour:	TBD	$20 PER HR	$20 PER HR	$20	PER HR

CATEGORIES

1. City sponsored activities and use by departments and divisions of the City of Beaumont.

2. Local schools.

3. Civic groups; non-profit organizations, clubs, associations; other governmental agencies.

4. Wedding, receptions, and private parties. Commercially sponsored activities; use by business, groups, associations, or individuals for any type of profit-making activity or event.

CITY OF BEAUMONT FACILITY REQUEST
WORK OUT FORM

LOCATION CRC FACILITY Gym & Rm CRC 2

	Gym (1 DAY Month)	CRC 2 (1 DAY Month)
FIRST 2 HRS	$ 120.00	$ 50.00
ADD. HRS	$ 30.00	$ 30.00
STAFF FEES	$ 80.00	$ 80.00
SUB TOTAL	$ 280.00	$ 160.00
DEPOSIT	$ 500.00	$ 45.00
TOTAL	$ 780.00	$ 205.00

THIS IS ONLY A WORK SHEET AND DOES NOT RENT FACILITY

RATES ARE SUBJECT TO CHANGE, BEFORE PERMIT IS SIGNED

Please return signed and completed application to the

BEAUMONT PARKS AND RECREATION DEPARTMENT

1310 Oak Valley Parkway, Beaumont, Ca 92223

(951) 769-8524 | Parks@BeaumontCa.gov | BeaumontCa.gov

Staff approval signature:_____ Entered in Recdesk date:_____

Doug Story

From: WYCKOFF3651@roadrunner.com
Sent: Wednesday, January 26, 2022 2:38 PM
To: Doug Story
Subject: Pass Patchers Quilt Guild

Hi Doug. It was so nice talking with you earlier. Thank you so much for taking our request under consideration. Pass Patchers Quilt Guild has been active in Beaumont for over 25 years. Thanks to the city we were able to have our meetings in the Civic Center for about 17 years. But our city has grown so much and and our Guild was recently displaced due to the growth. He were given a tour of the Chatigny Center and were thrilled with the possibility of holding our Board meetings and General meetings there. But when we received the cost analysis we found that it was just too costly for our non-profit organization. We are hoping that you will consider offering us the use of the center for two mornings a month at no cost or at least a very reduced rate. We are an organization of approximately 120 members who work diligently with our craft of quilting to give back to our community. As you can see by the attached spread sheet in this year alone we have given 278 quilts, 57 lap quilts, 69 fidget quilts (to be used by Alzheimer patients), 301 clothing protectors (to be used by hospice patients), 250 baby hats, 228 receiving blankets, 80 fleece nap blankets and 181 pillowcases. If you have any questions about our Guild please feel free to contact me at this e-mail address or at 909 533-9088. I am forwarding 3 e-mails containing our spread sheet of contributions, our non-profit status and the application for use of the Chatnigny Center. Please let me know if you have received everything you need. Thank you so much. Penny Wyckoff

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jaime Salas, IT Manager

DATE April 19, 2022

SUBJECT: **Authorize the Purchase of KACE Systems Management Appliance Solution with Dell, Inc. in an Amount Not to Exceed $36,345.88**

Background and Analysis:

The City of Beaumont Information Technology (IT) Department is looking for a better way to manage, monitor, and maintain the City's IT devices and assets. The current procedure to manage, monitor, and maintain is to have staff physically walk to each device on the network and log in to access its status.

The KACE Systems Management Appliance delivers comprehensive server management and monitoring tools that make it possible to automate and deliver agentless inventory, systems log monitoring, software distribution, and service-desk capabilities. KACE simplifies the process by leveraging features that will allow IT to monitor, manage, and deploy update and upgrades to all devices from one location.

Per Beaumont Municipal Code Section 3.01.050 – Bidding Requirements for Materials, Supplies and Equipment, subsection B) – Alternative Procedure, City staff conducted an informal quote request from three distributors of the sole-sourced KACE Systems Management Appliance. Each distributor included a percentage fee for the distribution of the product. The lowest quote was from Dell, Inc. (Attachment A).

Fiscal Impact:

A five-year licensing subscription to KACE is quoted at $36,345.88. After the fifth year, the renewal cost is 25% of the initial licensing fee. In this case, after the fifth year, the renewal fee will be $6,858.69. This purchase will be paid from the Information Technology Internal Service Fund (600-5150-7072).

Recommended Action:

Approve and authorize the issuance of a purchase order to Dell, Inc. for the KACE Systems Management Appliance in the amount of $36,345.88.

Attachments:

A. Dell, Inc. Quote

DELL Technologies

A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**1025519452755.1**	Sales Rep	Daniel Allen
Total	**$36,345.88**	Phone	(800) 456-3355, 7288847
Customer #	17336059	Email	Daniel_Allen2@Dell.com
Quoted On	Apr. 07, 2022	**Billing To**	ACCOUNTS PAYABLE CITY OF BEAUMONT POLICE DEPT 660 ORANGE AVE BEAUMONT, CA 92223-2200
Expires by	Apr. 28, 2022		
Contract Code	70137		
Customer Agreement #	Dell Standard Terms and Conditions		
Solution ID	.		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Daniel Allen

Shipping Group

Shipping To	Shipping Method
JAMIE SALAS CITY OF BEAUMONT 550 E 6TH ST BEAUMONT, CA 92223-2253 (951) 741-9246	Ground Delivery

Product	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL W/100 MGD COMP 24X7 LIC/MNT 12MTH	**$8,880.96**	**1**	**$8,880.96**
BEAUMONT CTY QUEST KACE SYS MGMT APPL W/100 MGD COMP 24X7 MNT/RNWL 48MTH	**$7,548.81**	**1**	**$7,548.81**
BEAUMONT CTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 LIC/MNT QTY50 12MTH	**$1,504.00**	**1**	**$1,504.00**
BEAUMONT CTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 MNT/RNWL 48MTH	**$25.57**	**1**	**$25.57**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

BEAUMONT CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP 24X7 LIC/MNT 12MTH	$4,487.61	1	$4,487.61
BEAUMONT CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP 24X7 MNT/RNWL 48MTH	$3,814.48	1	$3,814.48
BEAUMONT CTY QUEST KACE SYS DEPL ADDTL MGD COMP 24X7 LIC/MNT QTY50 12MTH	$634.00	1	$634.00
BEAUMONT CTY QUEST KACE SYS DEPL ADDTL MGD COMP 24X7 MNT/RNWL QTY50 48MTH	$539.33	1	$539.33
BEAUMONT CTY QUEST KACE SYS DEPL APPL PREPAID QUICKSTART REM SVCS 12MTH	$4,455.56	1	$4,455.56
BEAUMONT CTY QUEST KACE SYS MGMT APPL PREPAID QUICKSTART PREM REM SVCS 12MTH	$4,455.56	1	$4,455.56

Subtotal:	$36,345.88
Shipping:	$0.00
Environmental Fee:	$0.00
Non-Taxable Amount:	$0.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$36,345.88

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

JAMIE SALAS
CITY OF BEAUMONT
550 E 6TH ST
BEAUMONT, CA 92223-2253
(951) 741-9246

Shipping Method

Ground Delivery

		Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL W/100 MGD COMP 24X7 LIC/MNT 12MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$8,880.96**	**1**	**$8,880.96**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL W/100 MGD COMP 24X7 LIC/MNT 12MTH	AC015982	-	1	-

		Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL W/100 MGD COMP 24X7 MNT/RNWL 48MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$7,548.81**	**1**	**$7,548.81**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL W/100 MGD COMP 24X7 MNT/RNWL 48MTH	AC016024	-	1	-

		Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 LIC/MNT QTY50 12MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$1,504.00**	**1**	**$1,504.00**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 LIC/MNT QTY50 12MTH	AC016029	-	1	-

		Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 MNT/RNWL 48MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$25.57**	**1**	**$25.57**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 MNT/RNWL 48MTH	AC016028	-	1	-

		Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP 24X7 LIC/MNT 12MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$4,487.61**	**1**	**$4,487.61**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP 24X7 LIC/MNT 12MTH	AC016044	-	1	-

		Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP 24X7 MNT/RNWL 48MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$3,814.48**	**1**	**$3,814.48**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL APPL W/100 MGD COMP 24X7 MNT/RNWL 48MTH	AC016037	-	1	-

	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL ADDTL MGD COMP 24X7 LIC/MNT QTY50 12MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$634.00**	**1**	**$634.00**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL ADDTL MGD COMP 24X7 LIC/MNT QTY50 12MTH	AC016036	-	1	-

	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL ADDTL MGD COMP 24X7 MNT/RNWL QTY50 48MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$539.33**	**1**	**$539.33**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL ADDTL MGD COMP 24X7 MNT/RNWL QTY50 48MTH	AC016040	-	1	-

	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL APPL PREPAID QUICKSTART REM SVCS 12MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$4,455.56**	**1**	**$4,455.56**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS DEPL APPL PREPAID QUICKSTART REM SVCS 12MTH	AC016038	-	1	-

	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL PREPAID QUICKSTART PREM REM SVCS 12MTH Contract # 70137 Customer Agreement # Dell Standard Terms and Conditions	**$4,455.56**	**1**	**$4,455.56**

Description	SKU	Unit Price	Quantity	Subtotal
BEAUMONT CTY QUEST KACE SYS MGMT APPL PREPAID QUICKSTART PREM REM SVCS 12MTH	AC016041	-	1	-

Subtotal:	**$36,345.88**
Shipping:	**$0.00**
Environmental Fee:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$36,345.88**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE April 19, 2022

SUBJECT: **Ratification of Emergency Repair Costs to T.E. Roberts, Inc., for the City's Wastewater Collect System Force Main Line Repairs in the Amount of $34,279.47**

Background and Analysis:

This report seeks City Council ratification for the costs of emergency repairs to the City's wastewater collection system that were undertaken on March 15 and 16, 2022, at a cost of $34,279.47 for services provided by T.E. Roberts, Inc. These repairs were funded using the wastewater contingency fund.

On March 15, 2022, City staff became aware of an emergent issue within the force main at Fourth Street and Prime Drive near the privately owned lift station that services Amazon and Wolverine. The City contacted T.E. Roberts, Inc., to excavate the area and determined an emergency repair was needed in the 6-inch sewer force main.

Fiscal Impact:

The cost of the emergency force main line repair for T.E. Roberts, Inc. is $34,279.47. A summary of parts, repairs and a listing of costs is included as Attachment A. These repairs are funded within Wastewater Treatment Plant Budget 700-4050-7900-0000.

Recommended Action:

Ratification of emergency repair costs to T.E. Roberts, Inc. for the City's wastewater collection system force main line repairs in the amount of $34,279.47.

Attachments:

A. Invoice for repair from T.E. Roberts, Inc.

T. E. Roberts, Inc.
17771 Mitchell North
Irvine CA 92614
714 669-0072

Invoice

Invoice#: 4303
Date: 03/29/2022
Job #: 5943

License: 603008
DIR# 1000000280
SBE#: 1766256

Billed To: City Of Beaumont
Attn: Accounts Payable
550 E. 6th st.
Beaumont CA 92223

Project: Beaumont Oak Valley On-Call
Oak Valley Parkway @ Linksman
.
Beaumont CA 92223

Due Date: 04/08/2022 **Terms:** 10DY **PO#** 1734 - Kristine Day

Description	Amount
March 2022 - 4th Street & Prime	
03/15/2022 (Tuesday) 6-inch Sewer Force Main (Night Work) Received a call from Kristine Day at Beaumont regarding a sewer main leak. Mobilized to job site. Arrived on site and set up traffic control. Jackhammered and broke out asphalt. Loaded onto truck. Excavated with vac truck to expose main break. Once leak was located, assessed damaged area. Ordered part to make the repair. Cut out a section of 6-inch sewer pipe. Repaired with a new section of pipe and flex couplings. Backfilled with base and compacted. Covered area with temp a/c. Paving to be done by City of Beaumont. Cleaned up site and took down traffic control (traffic control (traffic control provided by City of Beaumont). Hauled vac truck and 10-wheel dump truck to Beaumont's yard to dispose of spoils and washed out vac truck. Demobilized.	26,836.82
03/16/2022 (Wednesday) Rest Day 8 Hour Rest Day	7,442.65

Kevin Lee 4/4/2022

KD

700-4050-7900-0000

Invoice Total:	**34,279.47**
Retention:	**0.00**
Amount Due	**34,279.47**

Thank you for your prompt payment!

TE Roberts INCORPORATED
GENERAL ENGINEERING CONTRACTOR

17771 Mitchell North
Irvine, CA 92614

Job#	Beaumont (On Call)
5943	
Kristine Day	

DATE: 3/15/2022
LOCATION: 4th & Prime
DETAILS: **(Tuesday) 6-inch Sewer Force Main (Night Work)-** Received a call from Kristine Day at Beaumont regarding a sewer main leak. Mobilized to job site. Arrived on site and set up traffic control. Jackhammered and broke out asphalt. Loaded onto truck. Excavated with vac truck to expose main break. Once leak was located, assessed damaged area. Ordered part to make the repair. Cut and drained line to make the repair. Cut out a section of 6-inch sewer pipe. Repaired with a new section of pipe and flex couplings. Backfilled with base and compacted. Covered area with temp a/c. Paving to be done by City of Beaumont. Cleaned up site and took down traffic control (traffic control provided by City of Beaumont). Hauled vac truck and 10-wheel dump truck to Beaumont's yard to dispose of spoils and washed out vac truck. Demobilized.

TYPE		RATE/HR	QTY	REG AMT	OT RATE	QTY	OT AMT	DT RATE	DT HRS	DT AMT	TOTAL
LABOR											
OE FOREMAN	7.00	122.37		-	183.56	2.50	458.89	244.74	4.50	1,101.33	1,560.22
PIPELAYER/Asphalt wkr	10.50	92.89		-	139.34	4.00	557.34	185.78	6.50	1,207.57	1,764.91
LABORER (2)	20.00	88.14		-	132.21	8.00	1,057.68	176.28	12.00	2,115.36	3,173.04
TRUCK DRIVER (3)	24.50	94.08		-	141.12	12.00	1,693.44	188.16	12.50	2,352.00	4,045.44
EQPT OPERATOR	11.00	117.47		-	176.21	4.00	704.82	234.94	7.00	1,644.58	2,349.40
PROJECT MANAGER	8.50	129.87		-	194.81	4.00	779.22	259.74	4.50	1,168.83	1,948.05
	81.50		-			34.50			47.00	-	
										LABOR TOTAL	**$14,841.06**
EQUIPMENT											
SERVICE TRUCK (3)	T51	46.18	26.00	1,200.68							1,200.68
FLATBED TRUCK F550	T36	55.10	10.50	578.55							578.55
BACKHOE		91.18	10.50	957.39							957.39
LOWBED		86.51	4.00	346.04							346.04
10-WHEEL DUMP TRUCK		92.72	10.50	973.56							973.56
VACTOR TRUCK		267.81	10.50	2,812.01							2,812.01
JUMPING JACK/COMPACTOR/WHACKER		38.63	10.50	405.62							405.62
										EQPT TOTAL	**$7,273.84**

SUBCONTRACTOR	Sub Total	Tax	Total	5%	TOTAL
				SUBCONTRACTOR TOTAL	**$0**

TE Roberts INCORPORATED
GENERAL ENGINEERING CONTRACTOR

17771 Mitchell North
Irvine, CA 92614

Job#	Beaumont (On Call)
5943	
Kristine Day	

DATE: 3/15/2022
LOCATION: 4th & Prime
DETAILS: **(Tuesday) 6-inch Sewer Force Main (Night Work)-** Received a call from Kristine Day at Beaumont regarding a sewer main leak. Mobilized to job site. Arrived on site and set up traffic control. Jackhammered and broke out asphalt. Loaded onto truck. Excavated with vac truck to expose main break. Once leak was located, assessed damaged area. Ordered part to make the repair. Cut and drained line to make the repair. Cut out a section of 6-inch sewer pipe. Repaired with a new section of pipe and flex couplings. Backfilled with base and compacted. Covered area with temp a/c. Paving to be done by City of Beaumont. Cleaned up site and took down traffic control (traffic control provided by City of Beaumont). Hauled vac truck and 10-wheel dump truck to Beaumont's yard to dispose of spoils and washed out vac truck. Demobilized.

TYPE	RATE/HR	QTY	REG AMT	OT RATE	QTY	OT AMT	DT RATE	DT HRS	DT AMT	TOTAL
MATERIAL						**Sub Total**	**Tax**	**AMOUNT**	**15%**	**TOTAL**
Vulcan Materials- Inv# (Items Below)										
(5 tons) Temp A/C* Includes tax						542.45	-	542.45	81.37	623.82
Western Water Works- Inv# (Items Below)										
(20 feet) 6-inch PVC900						386.00	29.92	415.92	62.39	478.30
(1) Quart of Pipe Lube						7.70	0.60	8.30	1.24	9.54
(2) 6-inch Ext Range Coupling						262.40	20.34	282.74	42.41	325.15
(4) 6-inch MJ Restraint w/ ACC C900 Pipe - Star						308.00	23.87	331.87	49.78	381.65
(2) 6-inch x 12-inch DI C153 MJ Solid SLV TC						787.40	61.02	848.42	127.26	975.69
John Green Trucking- Inv# (Items Below)										
(20 tons) Base						355.40	-	355.40	53.31	408.71
									MATERIAL TOTAL	**$3,202.85**
EQUIPMENT RENT						**Sub Total**	**Tax**	**AMOUNT**	**15%**	**TOTAL**
									EQ RENT TOTAL	**$0.00**
DUMP FEES						**Sub Total**	**Tax**	**AMOUNT**	**10%**	**TOTAL**
									DUMP FEE TOTAL	**$0.00**

SUB TOTAL	**$25,317.75**
6% - Gas Surcharge	$1,519.07
GRAND TOTAL	**$26,836.82**

TE Roberts INCORPORATED
GENERAL ENGINEERING CONTRACTOR
17771 Mitchell North
Irvine, CA 92614
T: 714-669-0072
F: 714-200-0241
LICENSE# 603008
www.terobertsinc.com

No. NIGHT WORK

Item 10.

FIELD CHANGE ORDER

TO: BEAUMONT

ATTN: KRISTINE DAY

DATE: 3/15/2022 (TUESDAY)
JOB TITLE: ON CALL *6-INCH SEWER FORCE MAIN
JOB NUMBER: 5943
LOCATION: 4TH AND PRIME

LABOR:

		ST	RT	OT	TOTAL
✓ GIL HARTWELL	PM	4	4.5	0	8.5
✓ DAVE DOPE	OE/PM		2.5	4.5	7
✓ CHAD BURWELL	OE		4	7	11
✓ GREG DINN	T		4	6.5	10.5
✓ ABRAHAM CERVANTES	LA/PL		4	6.5	10.5
DAVID GARCIA	LA		4	6	10
MIGUEL URBINA	LA		4	6	10
TOTALS					

		ST	RT	OT	TOTAL
✓ JARON ELLINGTON	T		4	6	10
DRIVER	T		2		
TOTALS		4	33	42.5	79.5

285 +2 DEMOB/2+MOB

EQUIPMENT:

EQPT NO.	DESCRIPTION	HOURS
1	CREW TRUCK W/ TOOLS	10.5
2	PICK UP TRUCKS	8.5/7
1	310 BACKHOE	10.5
1	VAC TRUCK	10.5
1	LOWBED	2
1	SUPER-10	10.5
1	FLAT BED	10.5
1	COMPACTOR/WHACKER	10.5
2-HRS-DEMOB / 2-MOB		
6%	FUEL SURCHARGE.	

MATERIALS and RENTAL EQUIPMENT:

QTY	DESCRIPTION	VENDOR
5	TEMP AC	VULCAN $109.84
1-JOINT	6-INCH PVC 900	WESTERN WW
2	6-INCH FLEX COUPLINGS	
	INV# 1119406-00	$1887.24
20	BASE	JOHN GREEN $355.40
* TRAFFIC CONTROL PROVIDED BY BEAUMONT *		

DESCRIPTION OF WORK, CHANGES, AND COMMENTS:

GOT A CALL FROM KRISTINE DAY AT BEAUMONT. REGARDING A SEWER MAIN LEAK. MOBILIZED TO JOB SITE. ARRIVED ON SITE. TRAFFIC CONTROL. JACKHAMMERED AND BROKE OUT ASPHALT. LOADED ONTO TRUCK. EXCAVATED W/ VAC TRUCK TO EXPOSE MAIN BREAK. ONCE, LEAK WAS LOCATED AND ASSESSED DAMAGED AREA. ORDERED PARTS TO MAKE THE REPAIR. CUT AND DRAINED LINE TO MAKE THE REPAIR. CUT A SECTION OF 6-INCH SEWER PIPE. REPAIRED WITH A NEW SECTION OF PIPE AND FLEX COUPLINGS. BACKFILLED WITH BASE AND COMPACTED. COVERED AREA WITH TEMP AC. PAVING WILL BE DONE BY BEAUMONT CLEANED UP SITE AND TOOK DOWN TRAFFIC CONTROL. HAULED VAC TRUCK & 10-WHEEL TO BEAUMONT'S YARD TO DISPOSE OF SPOILS AND WASHED OUT VAC. TRUCK. DEMOBILIZED

Contract Time Extension: _____ Calendar Days

Signed:
Printed Name:
Company:

Signed:
Printed Name:
T.E. Roberts, Inc.

WESTERN WATER WORKS
SUPPLY COMPANY
5831 PINE AV CHINO HILLS, CA - 91709
PHONE: (909)597-7000 | FAX: (909)597-7050

You are a **Grand Guarantee Club Member**
We Guarantee:
-Accurate Orders
-Accurate Deliveries
-Accurate Billings
Or we will give you $2000
2000 GRAND GUARANTEE CLUB
Member Since 2017

INVOICE

INVOICE #
1119406-00
PO #
5830

QUOTE #	PO DATE	INVOICE DT	PAGE #
0	03/15/22	03/16/22	1 of 1

CUST #: 100360

BILL TO
TE ROBERTS INC
17771 MITCHELL N
IRVINE, CA 92614

SHIP TO
TE ROBERTS INC
17771 MITCHELL N
IRVINE, CA 92614

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
ATTN: DAVE	CHINO	WILL CALL	03/15/22	NET 30 DAYS

CONTACT	Dave Pope
MOBILE PHONE	(714)788-0037
EMAIL	dpope@teroberts.com

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
1	MS-0612 6X12 DI C153 MJ SOLID SLV TC	2	0	2	EA	131.20	262.40
2	SGPA-06 6 MJ RESTRAINT W/ACC C900 PIPE - STAR	4	0	4	EA	77.00	308.00
3	DR18-06 6 CL235 DR18 C900 PVC PIPE	20	0	20	FT	19.30	386.00
4	PL-QT 1 QT PIPE LUBE	1	0	1	EA	7.70	7.70
5	XR501-06 6 EXT RANGE CPLG 660-760 304SS B/N EPOXY	2	0	2	EA	393.70	787.40

5	Lines Total	Qty Shipped Total	29	Total 1751.50
				Taxes 135.74
				Invoice Total 1887.24

Cash Discount 0.00 If Paid By 03/16/22

SMOOTH RUNNING JOBS

WESTERN WATER WORKS
SUPPLY COMPANY
5831 PINE AV CHINO HILLS, CA - 91709
PHONE: (909)597-7000 | FAX: (909)597-7050

You are a Grand Guarantee Club Member.
We Guarantee:
- Accurate Orders
- Accurate Billings
- Accurate Delivery Times
Or we will give you $1000
1000 GRAND GUARANTEE CLUB
Member Since 2017

Item 10.

PICK TICKET

Beaumont
ON-call
Force-main
Repair

#5953

*** WILL CALL ***

CUST #: 100360

BILL TO	SHIP TO
TE ROBERTS INC 17771 MITCHELL N IRVINE, CA 92614	

SALES ORDER #	
1119406-00	
PO DATE	PO #
03/15/22	5830
PICK DT	PAGE #
03/15/22	1 of 1

PRINT #: 1
03/15/22 18:17 WH3

REFERENCE	PROJECT MANAGER
5830	Carlos Munoz 909.313.9075

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED
ATTN: DAVE	CHINO	WILL CALL	03/15/22

CONTACT	Dave Pope
MOBILE PHONE	(714)788-0037
EMAIL	dpope@teroberts.com

LN	PRODUCT AND DESCRIPTION	BIN LOCATION	ORDERED	BO	SHIPPED	UM	QTY PICKED	QTY CHECKED	AMOUNT
1	MS-0612 6X12 DI C153 MJ SOLID SLV TC	CB/ C/09 /E03	2.00	0.00	2.00	EA	2	2	
2	SGPA-06 6 MJ RESTRAINT W/ACC C900 PIPE - STAR	DA/ C/06 /E03	4.00	0.00	4.00	EA ✓	4	4	
5	XR501-06 6 EXT RANGE CPLG 660-760 304SS B/N EPOXY	EB/ C/04 /E03 EB/E /F /	2.00	0.00	2.00	EA ✓	2	2	
4	PL-QT 1 QT PIPE LUBE	EB/ C/05 /E01	1.00	0.00	1.00	EA ✓	1	1	
3	DR18-06 6 CL235 DR18 C900 PVC PIPE	P /12/ /	20.00	0.00	20.00	FT ✓	20'	20'	

TOTAL LINES	5	LINES NOT PRINTED	0	QTY SHIPPED TOTAL	29.00

PICKED BY	CHECKED BY	DELIVERED BY	VIEWED BY	WEIGHT
—	DS 3/15			292.80000

X _____ SIGNATURE

PRINT NAME	DATE RECEIVED

WARNING: Cancer and Reproductive Harm- www.P65Warnings.ca.gov

SMOOTH RUNNING JOBS

Invoice

John Green Trucking
1310 West D St
Ontario, CA 91762

951-377-6396

JohnGreenTrucking@gmail.com

Date	Invoice No.
01/31/22	5137

Bill To	Ship To
TE ROBERTS, INC 17771 Mitchell N. Irvine, CA 92614	JOB#

P.O. Number	Terms	Due Date
	Net 30	03/02/22

Quantity	Item	Description	Rate	Amount
24.71	CAB	MATERIAL & DELIVERY 1/25 - A7897217 20 Tons of BASE @ 17.77 = $355.40	17.77	439.10
			Subtotal	$439.10

Total	$439.10

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

PRINCIPAL CARRIER John Green Trucking

DATE 1-25-22

BILL NO. A- 7897217

JOB # 5953

BROKER #

TRUCK #

TRAILER #

CA #

ADDRESS

CITY/STATE/ZIP PH.

UNDERLYING CARRIER (IF ANY)

ADDRESS PH.

SHIPPER

ADDRESS

CITY/STATE/ZIP

POINT OF ORIGIN

RECEIVER T.E.R/Remy

ADDRESS 11675 Bellegrave

CITY/STATE/ZIP Corona Valley

POINT OF DESTINATION

EQUIPMENT TYPE

- ☐ 10-WHEELER
- ☐ SUPER-10
- ☐ STRONG ARM
- ☐ SUPER TAG
- ☒ TRANSFER
- ☐ DBL BOTTOMS
- ☐ SEMI-BOTTOM
- ☐ END DUMP
- ☐ SIDE DUMP
- ☐ TRUCK & PUP
- ☐ WATER TRUCK
- ☐ FLAT BED
- ☐ MIXER
- ☐ SWEEPER
- ☐ OTHER

☐ HOURLY ☒ TONNAGE ☐ PER LOAD

RATE @ $17.77

	TAG NO.	WEIGHT	COMMODITY	LOADING ARRIVE	LOADING DEPART	UNLOADING ARRIVE	UNLOADING DEPART	STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
1	4748	24.71	Bed						
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

REPORTING TIME	ENDING TIME	TOTAL TIME	DEDUCTIBLE TIME	NET TIME	TOTAL TONS	ACCESSORIAL OTHER
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP		24.71	

SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE

TOTAL CHARGES 439.10

DRIVER SIGNATURE

ORIGINAL

SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

Vulcan Materials Company and Subsidiaries

CALMAT CO.

INVOICE

SHIP TO:

CLEVELAND AVE & GRATTON ST
RIVERSIDE
CLEVELAND AVE & GRATTAN ST / RIVERSIDE
CLEVELAND AVE & GRATTAN ST / RIVERSIDE
Riverside, CA 92504

SOLD TO:

ROBERTS INC / T E
306 W KATELLA AVE UNIT B
ORANGE, CA 92867

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co
Lockbox 55572
Los Angeles, CA 90074-5572, US
Phone: 1-800-777-8752 or
help@vmcmail.com

CUSTOMER NO:	99442-219456
INVOICE NO:	73188278
INVOICE DATE:	01/31/2022
INVOICE AMT:	2,091.66
ORDER:	989328
DUE DATE:	02/15/2022

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.

TOTAL QUANTITY: 19.28 TOTAL LOADS: 1.00

TAXES:	PERCENT:	AMOUNT:
CALIFORNIA	6.00%	106.15
RIVERSIDE	1.25%	22.11
TRANSACTIONS AND USE TAX	1.00%	17.69
TRANSPORTATION COMMISSION	0.50%	8.85

SALES TAX: 154.80

FEES:

TOTAL PRODUCT: 1,764.12

TOTAL FREIGHT: 167.74

TOTAL OTHER: 5.00

Pay this AMOUNT: $2,091.66

SALES REP	PO NUMBER	REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS
11561 Bianca Jones					NET15THPROX - Payable in full by the 15th of each month following month of shipment

INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB
73188278	01/31/2022	99442-219456	4943-211	CORONA HMA	989328		DELIVER

TICKET DETAIL

SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	PRODUCT UOM	PRODUCT QTY	PRODUCT PRICE	FREIGHT UOM	FREIGHT QTY	FREIGHT PRICE	ADDED CHARGES UOM	ADDED CHARGES QTY	ADDED CHARGES PRICE	AMOUNT
01/28/2022	16851438	TRUX2593	TRI STR	457301	COLD MIX 3/8 SC8	T	19.28	91.50	T	19.28	8.70				1,931.86
			TRI STR	ENVFEE	Environmental Fee -Agg & Asphalt							L	1.00	5.00	5.00

= $2,091.66 / 19.28
= 108.49 Per TON
x 5 TONS
= $ 542.45
price includes TAX + Fees.

SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!

Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, Invoices are sent in one easy to open file directly to your Inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.

Any freight charges stated, if applicable, are billed on behalf of the common carrier in accordance with our billing services aggreement with the common carrier

VULCAN MATERIALS COMPANY AND SUBSIDIARIES, CALMAT CO DBA VULCAN MATERIALS CO

TE Roberts INCORPORATED
GENERAL ENGINEERING CONTRACTOR

17771 Mitchell North
Irvine, CA 92614

Job#	Beaumont (On Call)
5943	
Kristine Day	

DATE: 3/16/2022
LOCATION: 4th & Prime
DETAILS: 8 Hour Rest Day

TYPE		RATE/HR	QTY	REG AMT	OT RATE	QTY	OT AMT	DT RATE	DT HRS	DT AMT	TOTAL
LABOR											
OE FOREMAN	8.00	122.37	8.00	978.96	183.56		-	244.74		-	978.96
PIPELAYER/Asphalt wkr	8.00	92.89	8.00	743.12	139.34		-	185.78		-	743.12
LABORER (2)	16.00	88.14	16.00	1,410.24	132.21		-	176.28		-	1,410.24
TRUCK DRIVER (3)	24.00	94.08	24.00	2,257.92	141.12		-	188.16		-	2,257.92
EQPT OPERATOR	8.00	117.47	8.00	939.76	176.21		-	234.94		-	939.76
PROJECT MANAGER	8.00	129.87	8.00	1,038.96	194.81		-	259.74		-	1,038.96
	72.00		72.00			-			-	-	
										LABOR TOTAL	**$7,368.96**
EQUIPMENT											
										EQPT TOTAL	**$0.00**

SUBCONTRACTOR	**Sub Total**	**Tax**	**Total**	**5%**	**TOTAL**
				SUBCONTRACTOR TOTAL	**$0.00**
MATERIAL	**Sub Total**	**Tax**	**AMOUNT**	**15%**	**TOTAL**
				MATERIAL TOTAL	**$0.00**
EQUIPMENT RENT	**Sub Total**	**Tax**	**AMOUNT**	**15%**	**TOTAL**
				EQ RENT TOTAL	**$0.00**
DUMP FEES	**Sub Total**	**Tax**	**AMOUNT**	**10%**	**TOTAL**
				DUMP FEE TOTAL	**$0.00**

SUB TOTAL	**$7,368.96**
1% - Bond	$73.69
GRAND TOTAL	**$7,442.65**

TE Roberts INCORPORATED
GENERAL ENGINEERING CONTRACTOR
17771 Mitchell North
Irvine, CA 92614
T: 714-669-0072
F: 714-200-0241
LICENSE# 603008
www.terobertsinc.com

No.

Item 10.

FIELD CHANGE ORDER

TO: BEAUMONT

ATTN:

DATE: 3/16/22 (WEDNESDAY)
JOB TITLE: ON CALL 6-inch Sewer Force Main
JOB NUMBER: 5943
LOCATION: 4th + Prime

LABOR:

	RT	OT	TOTAL
Gil Hartwell	8		
Dave Pope	8		
Chad Burwell	8		
Greg Dunn	8		
Abraham Cervantes	8		
David Bargia	8		
Miguel Urbina	8		
TOTALS			

	RT	OT	TOTAL
Jason Ellington	8		
Truck Driver	8		
TOTALS	72		

EQUIPMENT:

EQPT NO.	DESCRIPTION	HOURS

MATERIALS and RENTAL EQUIPMENT:

QTY	DESCRIPTION	VENDOR

DESCRIPTION OF WORK, CHANGES, AND COMMENTS:

Rest Day.

Contract Time Extension: _____ Calendar Days

Signed:
Printed Name:
Company:

Signed:
Printed Name:
T.E. Roberts, Inc.

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Sean Thuilliez, Chief of Police

DATE April 19, 2022

SUBJECT: **Public Hearing and First Reading to Approve An Ordinance of the City of Beaumont Regarding Assembly Bill 481 – Military/Specialized Police Equipment Policy and Use**

Background and Analysis:

On September 30, 2021, California Governor Gavin Newsom signed Assembly Bill 481 (AB481), which became effective January 1, 2022. The bill requires the Beaumont Police Department to create a Military Equipment Use Policy which must be adopted by the City by May 1, 2022. Due to recent events in our nation, the public has asked state and local leaders to enact law enforcement reforms and set statewide standards for safe de-escalation techniques.

AB481 identifies certain law enforcement equipment as 'military equipment' and requires oversight from a governing body for purchase and usage of what the bill has deemed military equipment. For the Beaumont Police Department, the governing body is the Beaumont City Council. The purpose of this request is to seek approval and support from the City Council in adopting the list of inventories (specialized equipment) and its use. The use policy establishes an on-going standard and policy for safe de-escalation techniques and military equipment use/application which is attached as required by AB481.

The list of identified 'military equipment' is currently deployed by law enforcement agencies in this county as well as neighboring San Bernardino, San Diego, and Orange Counties, and throughout the State of California, as well as law enforcement organizations across the nation. AB481 lists equipment that is recognized and more appropriately identified by local, state, and federal law enforcement entities as **specialized police equipment**. Locally, the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS) have endorsed the list of specialized equipment which is already in use across the county.

For additional context, Beaumont Police Department, over a span of many years has acquired these tools with previous City Council approval either during the annual budget process, or as individual agenda item purchases. Specialized police equipment is used only by highly trained and experienced law enforcement professionals. The list of itemized equipment is listed below as required by AB481. These inventory lists range from modernized tools, aerial drones, to off-road vehicles whose primary purpose is the preservation of human life when utilized in responding to critical incidents, which often

involve high-risk apprehension, search and rescue, fast responses to catastrophic events, reduce liability of physical injury to public and department personnel, and allow for de-escalation tactics during high-risk encounters with armed violent suspects. The tools, equipment, and resources can function as a force-multiplier in some cases to reduce manpower hours and is ultimately a cost savings to the City.

Riverside County law enforcement agencies are responsible for ensuring the highest standard of public safety, protecting, and serving members of the community, and apprehending criminal offenders. To help achieve and maintain the highest standard of public safety, law enforcement receives support from the local elected officials who are committed to funding operational needs, which includes the approval to purchase and finance necessary tools, protective gear, and specialized equipment for the purpose of helping protect and save lives and property.

With the City Council's partnership and approval, law enforcement can operate with the most advanced technology, equipment, and resources available with the goal to protect and serve the community with increased effectiveness, be prepared for the unexpected, and ultimately save lives with a uniform response standard by all law enforcement agencies across all jurisdictions within the county.

Although most tools, equipment, and resources listed as military equipment in AB481 are found in a military environment and may be similar in nature, the application in which the equipment is used is significantly different for public safety and law enforcement. Below is a list of the specialized equipment inventory and a variety of their uses.

<u>Beaumont Police Department Specialized Equipment Inventory:</u>

- **Unmanned, remotely piloted powered aerial vehicles (Drones)**
    - Search and locate reported missing children or at-risk adults.
    - Search and rescue operations to locate lost or injured hikers.
    - A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.
    - Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement.
    - Used to map and diagram crime and/or traffic accident scenes.

- **Assault weapons defined under PC 30510 and PC 30515**
    - Inventory includes AR style rifles that function at semi-automatic capability (fully automatic rifles are not assigned to Beaumont Police personnel).
    - Increased accuracy and precision at long range distances.
    - Currently used by most law enforcement agencies across the nation.

- **Command and control vehicles built or modified to facilitate the operational control and direction of public safety units**

- Command vehicles are built in various platforms. The Beaumont Police Department utilizes an RV style configuration. Vehicles are built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communication abilities, computers, white boards, lighting, generators, and mission essential supplies.

- **40mm projectile launchers**
  - Less lethal 40mm launchers and rubber projectile munitions are configured for high and low energy impact. 40mm less lethal has been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement or the public.

- **Bean bag launchers**
  - Less lethal bean bags are utilized through a marked/yellow colored easily identifiable less lethal shotgun. The bean bag round is a small led pellet filled munition made of high-density cloth. The bean bag is the predecessor to the 40mm projectile launcher.

The Sheriff's Department, Probation Department, District Attorney's Office, Riverside Area - California Highway Patrol, the County's twelve (12) municipal police departments, three (3) university and school police departments, and members of the Association of Riverside County Chiefs of Police and Sheriff (ARCCOPS), have committed to working cooperatively across jurisdictional boundaries to ensure that all catastrophic events, response to critical incidents, search and rescue operations and many other multi-jurisdictional events that arise from neighboring counties are supported safely and justifiably. Any of which require the use of any of the above listed specialized equipment are conducted in a fair, transparent and professional manner.

Prior to the City Council's public hearing, and as required by AB481, the military equipment policy has been available on the Beaumont Police Department's webpage 30 days before the scheduled hearing. The law requires the Beaumont City Council to vote in a public hearing for or against the Department's list of existing 'military equipment' and thereafter annually.

The full text to AB481 can be found here:
https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220AB481

The Beaumont Police Department will allow other law enforcement agencies into the City to conduct business with the understanding that their Military/Specialized Police Equipment policy has been approved by their governing body.

Impact on Residents and Businesses:

With the City Council affirming the Military/Specialized Equipment Use Policy and Inventory for the Police Department, there will be minimal impact on residents and businesses in the City of Beaumont. However, without approval, there would be significant challenges to officer safety and mutual aid from other law enforcement agencies to the City of Beaumont.

A notification to the public was published in area newspapers on April 6, 2022. This notification advertised the ordinance and the scheduled Public Hearing.

Fiscal Impact:

The cost to prepare this report is estimated to be $500.00.

Recommended Action:

Hold a public hearing, and
Waive the full first reading and approve by title only, “An Ordinance of the City Of Beaumont for the adoption of a Military Equipment Use Policy, otherwise referred to herein as a Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code §7070 for Beaumont Police Department

Attachments:

A. Beaumont Police Department Military/Specialized Equipment Use Policy
B. Beaumont Police Department Military/Specialized Equipment Inventory
C. Ordinance
D. Notice of Public Hearing

Military Equipment

709.1 PURPOSE AND SCOPE

State

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

State

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue handguns.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

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709.2 POLICY

State

It is the policy of the Beaumont Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

Best Practice

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Beaumont Police Department (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

State

The following constitutes a list of qualifying equipment for the Department:

See attachment: AB481 Military/Specialized Equipment List

709.5 APPROVAL

State

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior

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to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting, or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

State

Military equipment used by any member of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this department, or otherwise engaged in law enforcement operations in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid.

709.7 ANNUAL REPORT

State

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

709.8 COMMUNITY ENGAGEMENT

State

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

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the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

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Beaumont Police Department Specialized Equipment Inventory

Type of Equipment	Quantity
Unmanned, remotely piloted aerial or ground vehicles (Aerial drones) • Search and locate missing children or at risk adults • Search and rescue operations to locate lost or injured hikers • A law enforcement specific application involving aerial drones are used for open terrain or large field searches as a force multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.	2
Assault weapons defined under PC 30510 & PC 30515 • Semi-auto Benelli shotguns • Increased accuracy and precision at long range distances • Currently used by most law enforcement agencies across the nation	53
Flashbang grenades • Light sound device (LSDD-"Flashbangs") are used to minimize risk to all parties through the temporary distraction of armed and violent suspects that pose significant danger to the officers and community. The effects of the LSDD reduce a suspects reactionary capability and allow for momentary disorientation which creates a tactical advantage. LSDD is a hand delivered device and generally deployed on the exterior of structures • Provides a humane fright to aggressive dogs that pose a threat to officers	0
Tear gas (Pepper Ball Launchers) • Chemical agents are deployed through various means to include hand delivery and weapon launchable, such as **pepper ball**. Munitions are either 37mm or 40mm caliber, shotgun ferret rounds or canister shotgun launched ordinance. Hand delivered chemical agents are placed in metal burn boxes to reduce fire hazards	5/1435
Command and control vehicles built or modified to facilitate the operation and control of public safety units (RV Style Mobile Command Vehicle) • Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communications abilities, computers, white boards, lighting, generators, and mission essential supplies	1
40 mm Projectile Launchers • Less lethal 40mm launchers and rubber projectile munitions are configured for high and low energy impact. 40mm less lethal has been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement, or the public	0

Beaumont Police Department Specialized Equipment Inventory

Bean bag launchers • Less lethal bean bags are utilized through a marked/yellow colored easily identifiable less lethal shotgun. The bean bag round is a mall led pellet filled munition made of high-density cloth. The bean bag is the predecessor to the 40mm less lethal having similar benefits as other less lethal platforms	10/176
Rubber projectile launchers • Sting ball grenade launches .38 caliber rubber projectiles and are hand delivered. Generalized use in a tactical operation is infrequent in use and deployment. Search warrants, violent combative subjects, or hostage rescue scenarios are criteria for consideration and use against suspects. Sting balls have a greater application in a jail corrections environment • 40mm and 37mm launchers capable of deploying rubber projectiles munitions. An effective less lethal tool used routinely with success.	0

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF BEAUMONT FOR THE ADOPTION OF A MILITARY EQUIPMENT USE POLICY, OTHERWISE REFERRED TO HEREIN AS A SPECIALIZED POLICE EQUIPMENT USE POLICY, PURSUANT TO ASSEMBLY BILL 481 AND GOVERNMENT CODE §7070 FOR BEAUMONT POLICE DEPARTMENT

THE CITY COUNCIL OF THE CITY OF BEAUMONT HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. The acquisition of military equipment, otherwise referred to herein as specialized police equipment or equipment, and its deployment in our communities impacts the public's safety and welfare, may increase risk of civilian deaths, may pose risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. The public has a right to know about any funding, acquisition, or use of equipment by local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment. Decisions regarding whether and how this equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input. Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before this equipment is funded, acquired, or used. The lack of a public forum to discuss the acquisition of this equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

The City Council finds that the Use Policy will apply to specialized police equipment (military equipment) acquired prior to January 1, 2022, and will provide the public with the highest, industry leading standards of public safety, mitigating damages and injuries to both the public and law enforcement personnel. The City Council also finds that the Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

Section 2. Purpose. To establish a funding, use and acquisition policy that is developed with consideration of the public's concerns about safety, civil rights and the publics welfare. On September 30, 2021, California Governor Gavin Newsom signed AB 481, which became effective January 1, 2022. AB 481 identifies certain specialized law enforcement equipment as 'military equipment' and requires oversight from the City Council for purchase and use of what the bill has deemed 'military equipment.' The law requires the Beaumont Police Department to create a Use Policy that has been adopted by the City Council after holding public meetings to seek the public's input.

Section 3. Authority. This ordinance is adopted pursuant to AB 481, codified at Chapter 12.8 to Division 7 of Title 1 of the Government Code commencing with §7070. These statutes provide for funding, acquisition, and use of 'military equipment,' otherwise referred to as specialized police equipment, for law enforcement agencies throughout the state of California.

Section 4. CEQA. The City Council hereby finds and determines that adoption of this ordinance is not a project within the meaning of section 15378 of the Guidelines for Implementation of the California Environmental Quality Act ("CEQA Guidelines") because it has no potential for resulting in physical change in the environment, either directly or ultimately. The City Council also

finds the approval of this ordinance is exempt under Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment

Section 5. Definitions. As used in this ordinance, the following terms shall have the following meanings:

A. "Governing Body" means the elected body that oversees a law enforcement agency. In this case, the governing body means the City Council of the City of Beaumont.

B. "Law Enforcement Agency" means a police department.

C. "Public Meetings/Public Hearings" means regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

D. "Military Equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections §30510 and §30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long-Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

E. "Military Equipment Use Policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all the following:

(1) Description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

F. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

G. "Type" means each item that shares the same manufacturer model number.

Section 6. Use Policy.

A. The Use Policy submitted for approval shall include:

(1) A description of each type of equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of equipment.

(3) The fiscal impact of each type of equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Use Policy.

(6) The mechanisms to ensure compliance with the equipment Use Policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of equipment, and how the law enforcement

agency will ensure that each complaint, concern, or question receives a response in a timely manner.

B. This Ordinance approves:

(1) Beaumont Police Department's Policy 709 Military Equipment attached hereto as Attachment A and may be amended in accordance with this ordinance.

Section 6. Compliance. The City Council shall determine, based on the annual equipment report submitted pursuant to Government Code §7072, whether each type of equipment identified in that report has complied with the standards for approval set forth as follows:

A. The equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior equipment use complied with the equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying military Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

If the City Council determines that a type of equipment identified in that annual equipment report has not complied with the standards for approval set forth above, the City Council shall either disapprove a renewal of the authorization for that type of equipment or require modifications to the Use Policy in a manner that will resolve the lack of compliance.

Section 7. Annual Renewal. The City Council shall annually review this ordinance during a public hearing and either disapprove a renewal of the authorization for a type, as defined, of equipment or amend the equipment Use Policy if it determines, based on an annual equipment report prepared by the law enforcement agency, as provided, that the equipment does not comply with the above-described standards for approval.

Section 8. Severability. If any sentence, word, phrase, section or provision of this ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this ordinance.

Section 9. Publication and Certification. The City Clerk shall cause this ordinance to be published at least once in a newspaper of general circulation published and circulated in the City within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this ordinance, and shall cause this ordinance and certification, together with proof of publication, to be entered in the book of ordinances of the Council of this City.

Section 10. Effective Date. This ordinance shall take effect thirty-one days after its adoption.

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 _____ 2022, 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 _____, 2022.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Lloyd White, Mayor

Attest: _____
Steven Mehlman, City Clerk

Approved as to form:

_____
John O. Pinkney, City Attorney

Attachment A

The Beaumont Police Department – Policy Manual
Policy 709 Military Equipment

THE PRESS-ENTERPRISE

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PROOF OF PUBLICATION
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PROOF OF PUBLICATION OF

Ad Desc.: NOPH - Military Equipment Use Policy /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

04/06/2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: April 06, 2022
At: Riverside, California

Legal Advertising Representative, The Press-Enterprise

BEAUMONT, CITY OF / LEGAL
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BEAUMONT, CA 92223

Ad Number: 0011528138-01

P.O. Number:

Ad Copy:

Item 11.

NOTICE IS HEREBY GIVEN that the City of Beaumont will Public Hearing to consider an Ordinance for the Adoption of Equipment Use Policy, Otherwise Referred to as A Specialized Police Equipment Use Policy, Pursuant to Assembly Bill 481 and Government Code 7070 for Beaumont Police Department

On April 19, 2022, at approximately 6:00 p.m. at the City of Beaumont Council meeting, held at the City of Beaumont Civic Center, 550 E 6th Street, Beaumont, Ca 92223, the Council will conduct a public hearing to receive testimony and comments from all interested persons. Public comments can be made in person, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by City Council. Written comments can be emailed to NicoleW@BeaumontCa.gov Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted anytime prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted in person and also and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream

Dated: April 1, 2022 Press-Enterprise: 4/06

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE April 19, 2022

SUBJECT: **Public Hearing: Fiscal Year 2022/23- 2024/25 Short Range Transit Plan- Final Draft**

Background and Analysis:

Each year, the City of Beaumont is required to submit a Short Range Transit Plan (SRTP) to the Riverside County Transportation Commission (RCTC) for operational expenses and capital improvement projects for the coming fiscal year and planning for subsequent fiscal years. Additionally, current and proposed service changes are discussed and outlined.

On April 5, 2022, City Council reviewed the first draft of the funding plan for FY23 and provided feedback to Staff. There is an increase of $40,000 in Low Carbon Transportation Program (LCTOP) due to the request for Beaumont to administer the LCTOP grant for the City of Banning. This item was also heard by City Council on April 5, 2022.

The narrative presented tonight discusses the current Transit system plans for the coming fiscal year and looking forward to the future. This plan is City staff's recommendations for continuing sustainable public transit services for the residents of Beaumont and the Pass Area.

Proposed SRTP Highlights:

<u>Funding</u>

Staff proposes the following funding request as outlined in Table 4. Budget total for operations and capital improvements is $5,061,617.

- Local Transportation Funds (LTF) - $2,449,617,
- Measure A - $140,000,
- Farebox – 70,000,
- LCTOP (Beaumont Free Fare) - $62,000,
- LCTOP (Banning Free Fare) – 40,000,

- Other Income - $10,000,
- State Transit Assistance (STA) - $2,190,000, and
- STA/LTF (Microtransit Study) - $100,000.

Future Service Plans, Fare Changes, Marketing and Capital Improvement Planning
Staff recommends the following future service plans, fare changes, marketing, and capital improvement planning:

- Free Fare Promotion in partnership with Banning connect to offer free fares to Seniors, Disabled, Veterans, and Students,
- Increase advertising and passenger outreach,
- Increase community involvement and visibility,
- Conduct a microtransit feasibility analysis,
- Enhance bus prediction availability,
- Reinstate travel training program, and
- Eliminate Go Pass.

Summary
Transit dependent residents of the Pass Area rely on the public transit systems for their everyday travel. Beaumont Transit will increase efforts to promote safe and reliable transportation services for those dependent on the service, but also to gain passengers who choose to ride public transit for their everyday travels.

Fiscal Impact:

Transit services is fully funded by various state funding mechanisms and grant resources. The farebox recovery ratio continues to remain at a mandated level of 10% and the budget for FY 23 is planned to meet a 10.32% farebox recovery. Revenues and expenditures are reported to RCTC monthly and monitored closely to ensure that the operations are in line with the adopted SRTP and to not exceed LTF and STA funding limits.

Recommended Action:

Hold a Public Hearing, and
Adopt the plan with any recommended changes.

Attachments:

A. Fiscal Year 2023/24- 2024/25 Short Range Transit Plan
B. Table 4
C. Proof of Publication Affidavit

BEAUMONT TRANSIT

SHORT RANGE TRANSIT PLAN
FY 2022/23 – 2024/25

BEAUMONT
CALIFORNIA

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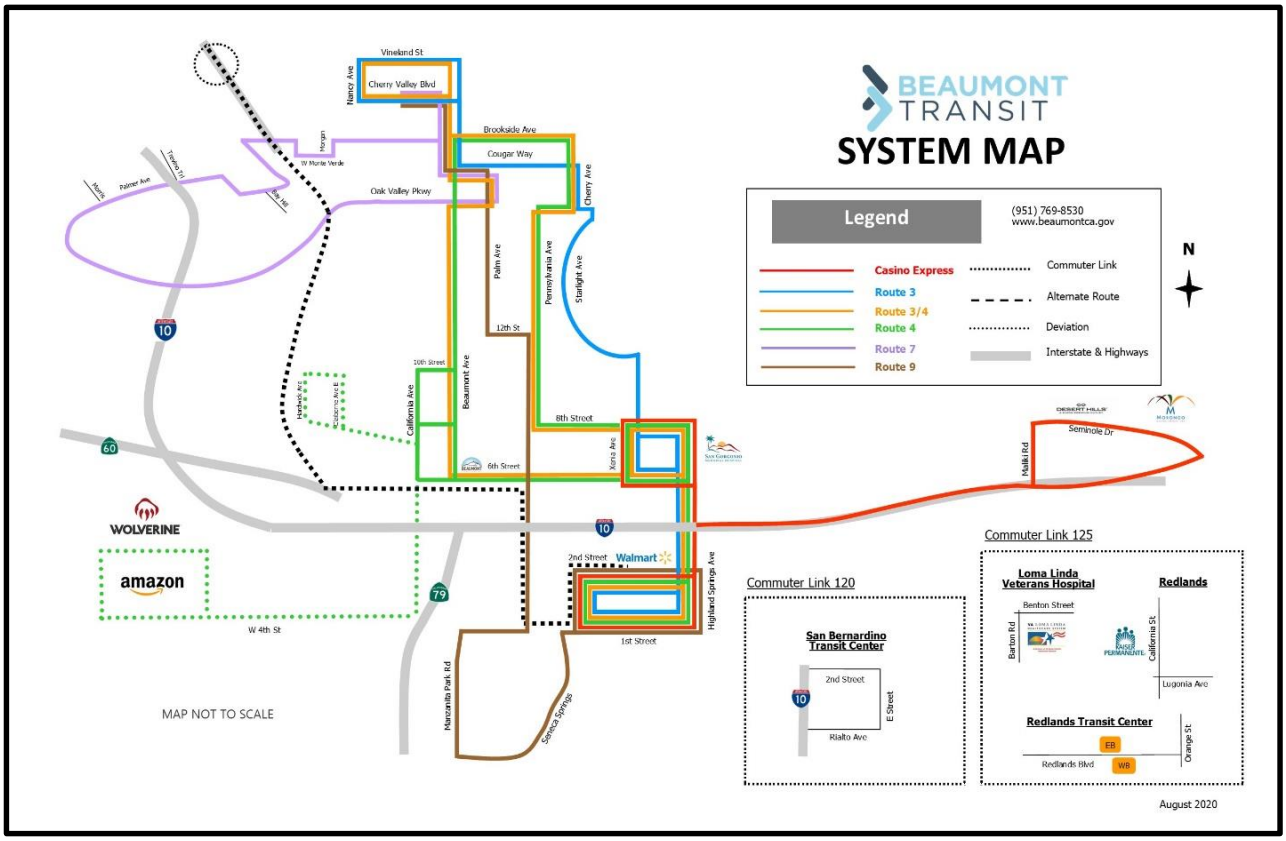
CHAPTER 1 – SYSTEM OVERVIEW AND SERVICE PROFILE

1.1 Description of Service Area

The City of Beaumont's public transit system services approximately 50 square miles and includes the City of Beaumont and parts of unincorporated Riverside County area known as Cherry Valley. Additionally, Beaumont transports passengers to the commercial areas of Cabazon, including Casino Morongo and the Desert Hills Premium Outlet Malls.

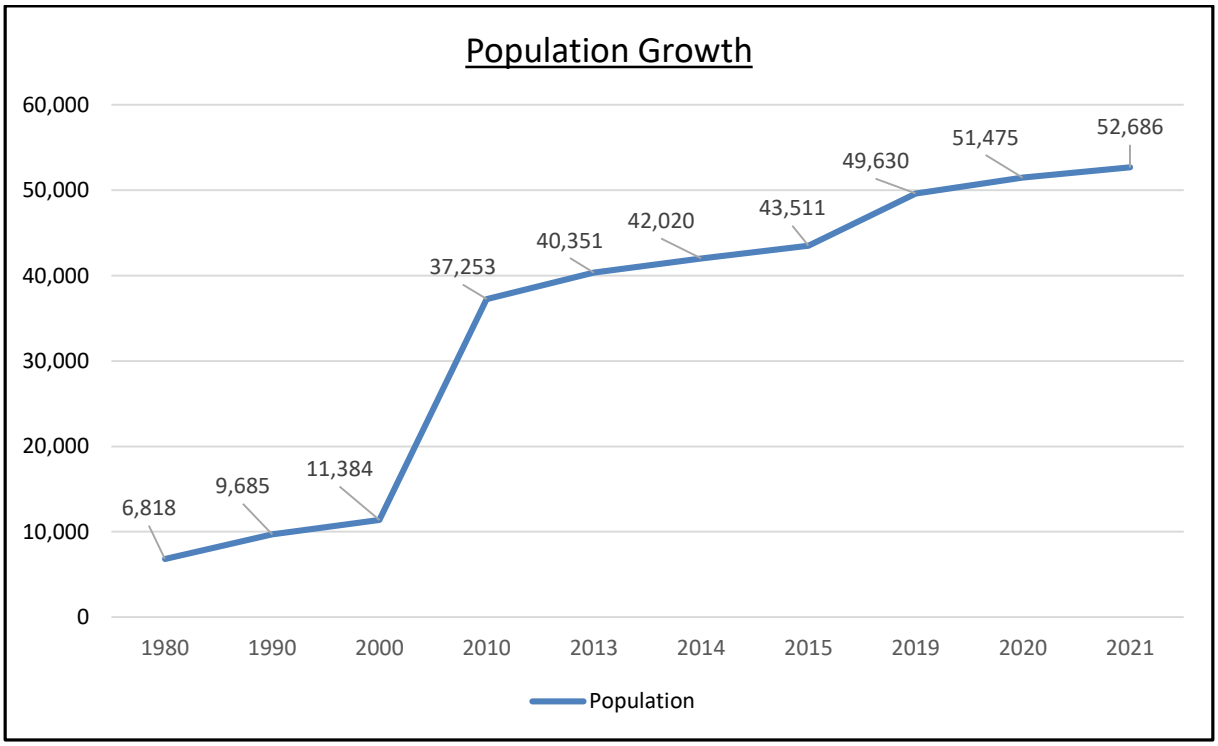
Beaumont is at the center of three major thoroughfares: Interstate 10, Highway 60, and Highway 79. Beaumont offers fixed route, commuter link, and paratransit service. Passengers can connect at Beaumont Walmart with other regional transit providers including Banning Connect, Riverside Transit Agency (RTA) and Sunline Transit Agency.

Beaumont operates two commuter routes to connect the San Gorgonio Pass Area with San Bernardino County. San Bernardino County destinations include the San Bernardino Transit Center (SBTC), Kaiser Permanente Redlands medical offices, downtown Redlands, and the Loma Linda Veterans Administration (VA) Hospital. The SBTC is centrally located within downtown San Bernardino and offers extensive connection possibilities for passengers, including the Metrolink train system, Omnitrans, Victor Valley Transit Agency (VVTA), RTA, and Mountain Transit.



1.2 Population Profile and Demographics

According to the most recent report published by California Department of Finance in January 2021, Beaumont has a population of 52,686 persons and is ranked number 172 of 482 cities in California. For multiple years, Beaumont has been the fastest growing city in California and Riverside County. In 2021, Beaumont is now ranked number 28th fastest growing city in California and the 5th growing city in Riverside County. Beaumont has experienced a 1.85% population increase from January 2020 to January 2021[1].



Beaumont has twelve (12) schools located within Beaumont Unified School District consisting of seven (7) elementary schools, one (1) K-8 school, two (2) middle schools, two (2) senior high schools, and one (1) charter school. Transportation provided by Beaumont Unified School District was eliminated in 2008 and many families rely on Beaumont's public transportation system to transport youth passengers to and from school. Beaumont's school age population (age 5-19) equals 24%[2]. Ridership reports taken throughout the year show youth passengers make up 54% of the total passenger base in Beaumont.

Beaumont has three large active adult communities, with another two located in Cherry Valley. Although the median age of residents in Beaumont is 35 years, persons over the age of 65 make up 16% of the population[3]. The growing population, active adult communities, changing

[1] State of California, Department of Finance; https://dof.ca.gov/forecasting/Demographics/estimates-e1/
[2] 2016-2020 American Community Survey 5-year Estimates U.S. Census Bureau; https://data.census.gov/cedsci/table?q=DP05&g=860XX00US92223&tid=ACSDP5Y2020.DP05
[3] Ibid

demographics, and 7.2% of the population under the age of 65 with a disability may impact paratransit and fixed route needs.

The mean household income in Beaumont is $88,932 and is above California's statewide mean household income of $78,672. However, it also reported that 9.4% of Beaumont families have income below poverty level[4].

Beaumont residents largely participate in the labor workforce. 62% of Beaumont residents over the age of 16 years report that they participate. The mean travel time to work for residents of Beaumont is 36 minutes and is slightly higher than the state average of 29.8 minutes.[5] Most of the labor force population work outside of Beaumont and commute to surrounding areas including to Coachella Valley, the City of Riverside and beyond in Riverside County as well as San Bernardino County and further into Los Angeles County.

Most Beaumont residents have secured an education. 88.7% of residents over 25 years have at least a high school diploma with 25.9% of the population having a bachelor's degree or higher[6].

Ridership Demographics

Ridership surveys were conducted in December 2019 and January 2020, before COVID-19 shutdown, as part of the 2020 Comprehensive Operations Analysis. There were 427 responses. These surveys are invaluable to understanding Beaumont's system and the passengers who ride the service.

General passengers surveyed indicate that 68% live in a household with an annual income of less than $30,000. Approximately half of the passengers ride the service five or more days per week, with 70.5% indicating that they lack access to a personal vehicle. Additionally, almost 54% state that they use the service to travel either to work or school.

Survey results indicate that Beaumont Transit passengers are dependent on public transportation. Most ride out of necessity and not by choice because of the number of days they ride, their destinations, and because they do not have access to a car.

1.3 Services - Fixed Route Transit Services and Paratransit Service, Regional Express Bus Service

Beaumont Transit operates six days a week. Most service is offered weekdays with fixed routes and two commuter routes. On Saturday, one fixed route and one commuter route is in operation.

[4] United States Census Quick Facts; https://www.census.gov/quickfacts/fact/table/beaumontcitycalifornia,CA/INC110220
[5] Ibid
[6] Ibid

Limited Service, a Saturday operation schedule, is provided on: Martin Luther King Jr. Day, Presidents' Day, Columbus Day, Veterans Day, Day after Thanksgiving, Christmas Eve, Day following Christmas, and New Year's Eve.

Beaumont does not operate on: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. * Peak Service

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Casino Express	Casino Express	Casino Express	Casino Express	Casino Express	
	Route 3	Route 3	Route 3	Route 3	Route 3	
	Route 4	Route 4	Route 4	Route 4	Route 4	
						Route 3/4
	Route 7*	Route 7*	Route 7*	Route 7*	Route 7*	
	Route 9*	Route 9*	Route 9*	Route 9*	Route 9*	
	Commuter 120	Commuter 120	Commuter 120	Commuter 120	Commuter 120	Commuter 120
	Commuter 125	Commuter 125	Commuter 125	Commuter 125	Commuter 125	

Fixed Route

Beaumont operates five weekday fixed routes, two of which are peak service that follow the school district calendar, and one Saturday fixed route.

Fixed Route service hours are:

Monday through Friday	6:30 a.m. to 6:35 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

Paratransit Services

Paratransit service, otherwise known as Dial-A-Ride (DAR), is a reservation-based curb to curb service for residents of Beaumont and parts of unincorporated Cherry Valley. Qualified passengers include those who reside 3/4 of a mile from a fixed bus route and are certified under the American with Disabilities Act (ADA).

DAR service hours are:

Monday through Friday	8:00 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

Regional Express Bus Service

Beaumont operates two regional express routes, including Commuter Link (CL) 120 and Commuter Link (CL) 125. The CL 120 originates at Beaumont Walmart and provides service to and from Walmart, the Beaumont Civic Center, and San Bernardino Transit Center (SBTC). The CL 125 also originates at Beaumont Walmart and provides service to and from Redlands Transit Center, Loma Linda VA Hospital, and Kaiser Medical Offices in Redlands.

Commuter Link service hours are:

Monday through Friday	5:30 a.m. to 7:00 p.m.
Saturday	7:30 a.m. to 5:20 p.m.

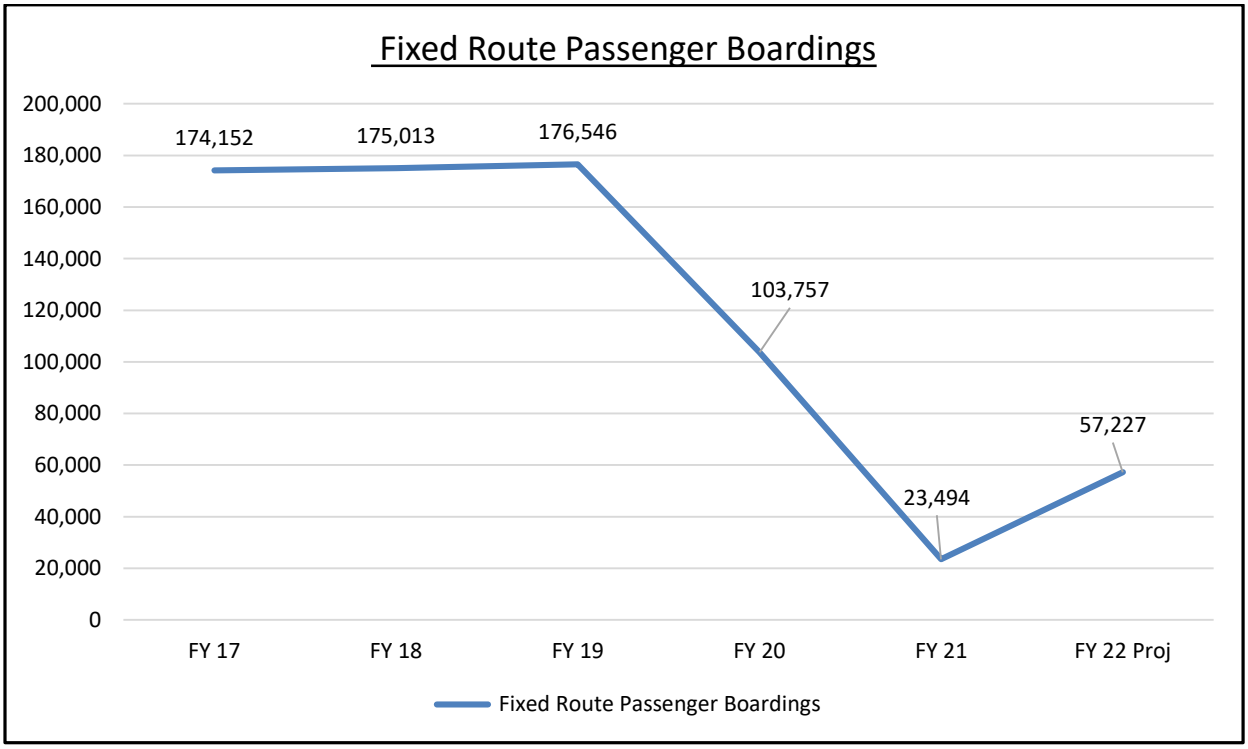
Table 1 Description of Routes			
Route		Description	Major Destinations
Casino Express	Weekday	Walmart with express service to Cabazon	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, Casino Morongo, and Outlet Mall.
3	Weekday	Walmart to Cherry Valley via Sundance	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, Sundance Community, Mountain View Middle School, San Gorgonio Middle School, Community Center, Sports Park, and Beaumont High School.
4	Weekday	Walmart to Downtown via 3 Rings Ranch	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, downtown residential areas, Glen View High School, Library, Mountain View Middle School, San Gorgonio Middle School, Community Center, Sports Park, and Beaumont High School. Deviations to Three Rings Ranch and Amazon.
7	Weekday (Peak Service)	Tournament Hills/Fairway Canyon to Middle Schools and Beaumont High School	Following the Beaumont School District calendar: Western residential areas to Beaumont High School, Mountain View Middle School, San Gorgonio Middle School, and Oak Valley Shopping Center.
9	Weekday (Peak Service)	Seneca Springs to Middle Schools and Beaumont High School	Following the Beaumont School District calendar: Southern residential communities to Beaumont High School, Mountain View Middle School, and San Gorgonio Middle School
3/4	Saturday	Walmart to Cherry Valley	Second Street Marketplace, Walmart, San Gorgonio Pass Hospital, downtown residential areas, Glen View High School, library, Beaumont High School, Mountain View Middle School, San Gorgonio Middle School, sports park, Cherry Valley.
CL 120	Weekday and Saturday	Walmart to San Bernardino Transit Center	Walmart, Civic Center, San Bernardino Transit Center; Saturday to Casino Morongo
CL 125	Weekday	Walmart to Loma Linda	Walmart, Civic Center, Redlands Transit Center, Kaiser Redlands Medical Office, and Loma Linda Veteran's Affairs Hospital
DAR	Weekday & Saturday	Demand Response	Service for persons certified under the ADA that live in the City of Beaumont and parts of Cherry Valley traveling to places in Beaumont and parts of Cherry Valley

1.4 Ridership, Revenue Miles, Revenue Hours

Fixed Route

In fiscal years 2017, 2018, and 2019 fixed route passenger boardings were similar. The average boardings for the three years was 175,237 per year. In FY 20, passenger boardings declined by 41% and ended the year at 103,757. FY 21 was the first full year effected by COVID restrictions. Fixed Route boardings declined by 87% when compared to the average boardings seen in FY's 17-19. FY 21 ended with 23,494 passenger boardings on fixed routes. FY 22 is projected to be an increase from FY 21 with a total FR boardings at 57,227. This is still a 67% decrease in fixed route passenger boarding averages from FY's 17-19 but is an 144% increase from FY 21.

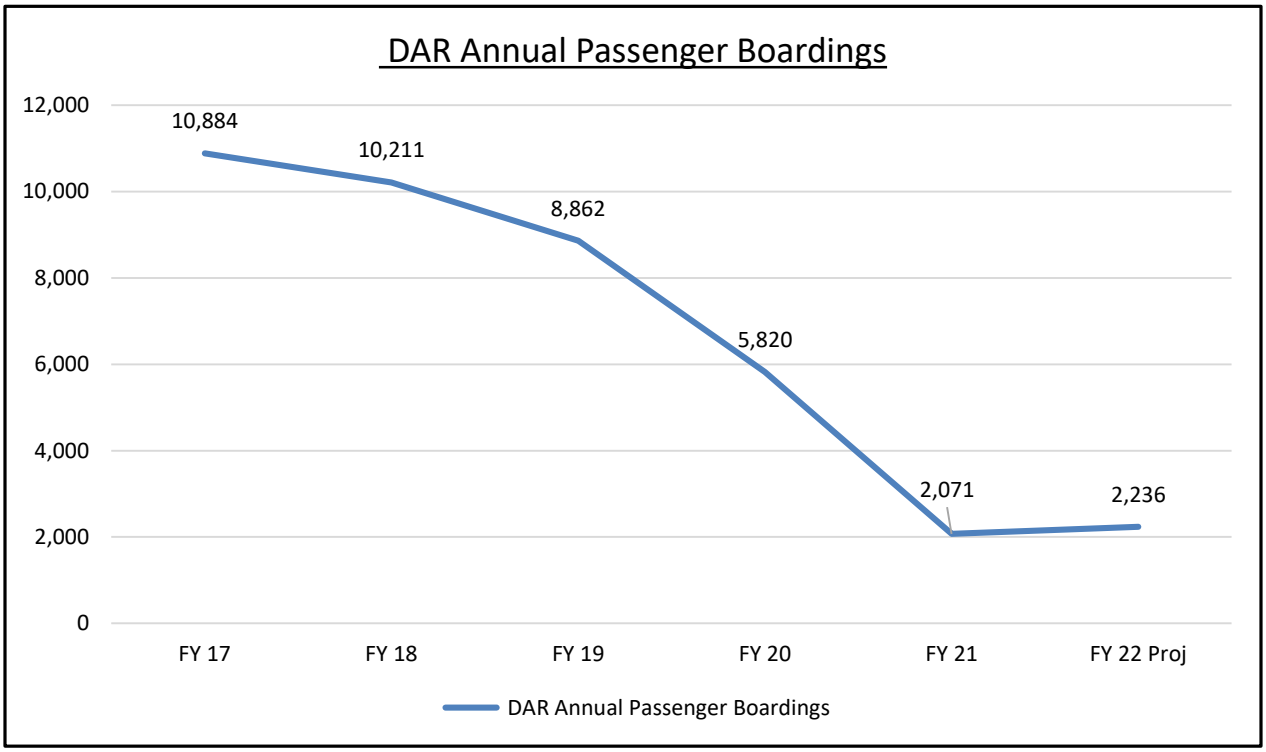
In FY 22, fixed route service is projected to have 8,995 revenue hours of service, revenue miles totaling 132,681, and is projected to have had 57,227 passenger boardings. This equates to approximately 2 passengers per revenue mile and 6 passengers per revenue hour.



Paratransit Services

DAR passenger boardings have declined year over year. FY 20, compared to FY 19 experienced a 34% decrease in passenger boardings. FY 21 declined further and had 77% less boardings compared to FY 19 and a decline of 65% compared to FY 20. FY 22 is projected to finish at 2,236 trips and is an 8% increase compared to FY 21.

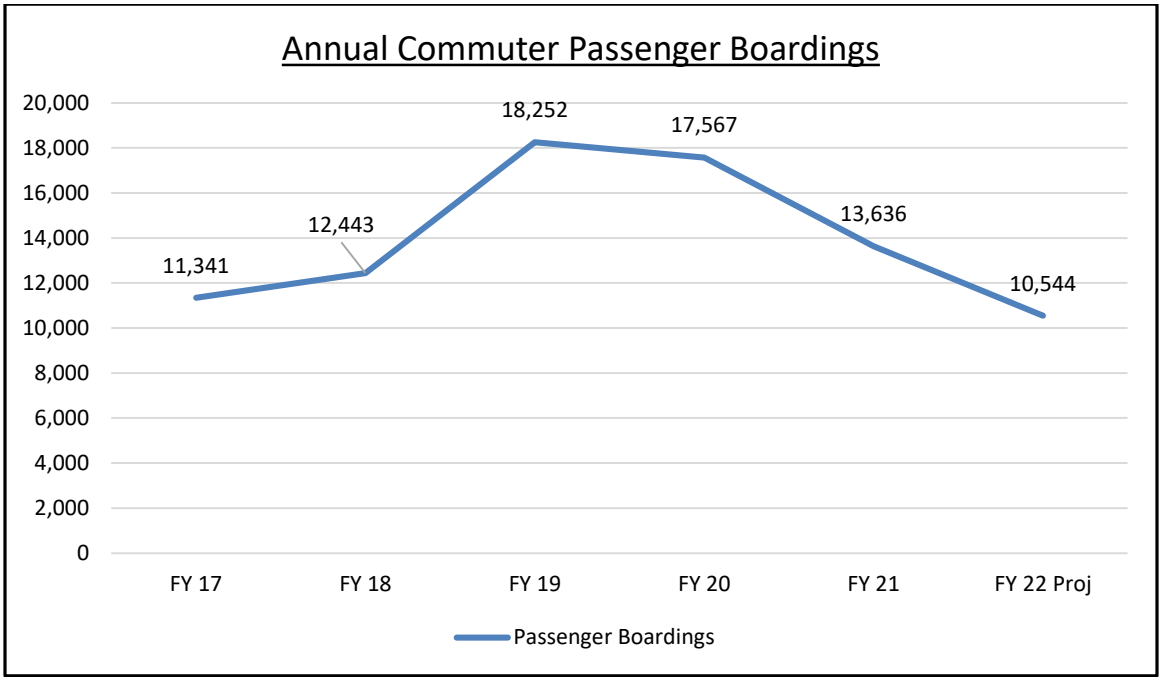
In FY 22, paratransit service is projected to have been in service for 1,143 revenue hours, revenue miles totaling 12,857, and have had 2,236 passenger boardings. This equates to 0.17 passengers per revenue mile and .5 passengers per revenue hour.



Regional Express Bus Service

Commuter Link service has also experienced a decrease in passenger boardings. Before the pandemic, in FY 19, there were 18,252 boardings. FY 20 had 17,567 boardings and was a 4% decline compared to FY 19. FY 21 ended with 13,636 passenger boardings which was a 22% decline compared to FY 20 and a 25% decline compared to FY 19. Although service has largely been restored to FY 19 levels, FY 22 is projected to still be on a declining trend. FY 22 is projected to have 23% less passenger boardings compared to FY 21, a 40% decline compared to FY 20, and a 42% decline compared to FY 19.

In FY 22, commuter service is projected to have been in service for 8,285 revenue hours and is projected to have traveled 228,785 revenue miles and have had 10,544 passenger boardings. This equates to .04 passengers per revenue mile and .79 passengers per revenue hour.



1.5 Current Fare Structure

Fixed Route

On fixed route service, passengers pay general fare unless they qualify for a discounted fare. Discounted fares are available to seniors, persons with disabilities, veterans, or active military. Children 46" tall or under ride for $0.25 with a paying adult. The following is the current fare structure:

Fare Category	Base Fare	Day Pass	10 Ticket Book	Monthly Pass
General	$1.25	$3.10	$12.50	$39.13
Child (46" tall or under) Accompanied by a paying adult. Limit 2	$0.25	N/A	N/A	N/A
Senior/Disabled (60+)	$0.75	$1.90	$7.50	$24.80
Military Veterans	$0.75	$1.90	$7.50	$24.80
Deviations (Route 3 and 4)	$0.50	N/A	N/A	N/A
Go Pass: MSJC Students (During valid session only)	Free	N/A	N/A	N/A
Active Military	Free	N/A	N/A	N/A

Paratransit Services

Fare Categories	Base Fare	10-Ride Punch Card
One-Way	$2.00	$18.00
Companion & Child	$3.00	N/A
PCA (with ID)	Free	Free
No Show	$2.00	N/A

Commuter Bus Service

Fare Categories	Base Fare	10 Ride Punch Card	Day Pass	Monthly Pass
General	$3.50	$31.50	$8.00	$75.00
Child (46" tall or under) Accompanied by a paying adult. Limit 2	$2.50	$22.50	$6.00	$50.00
Senior/Disabled (60+)	$2.50	$22.50	$6.00	$50.00
Military Veterans	$2.50	$22.50	$6.00	$50.00
Active Military	Free	N/A	N/A	N/A

Fare Collection Systems

There are a variety of options available to passengers to pay fares. Passengers can purchase monthly passes at the Beaumont Civic Center where cash, check or credit cards are acceptable forms of payment. Onboard the bus, passengers can purchase ticket books, punch cards, and day passes from the driver using cash or check. Beaumont Transit has also partnered with Token Transit as an additional fare payment option. With Token Transit, passengers can purchase their fare media and store it on their phone.

Token Transit is used primarily on the peak routes: Routes 7 and 9. In FY 20, 28% of the passengers on Route 7 used Token Transit, while 30% of the Route 9 passengers used Token Transit. In FY 22, 61% of Route 7 passengers use Token Transit and 14% of Route 9. Predominately, passengers use cash or prepaid tickets as their preferred fare media for transportation.

Incentive Programs and Ridership Promotion

Before COVID-19, Beaumont Transit actively participated in many community events throughout the calendar year, including the annual Cherry Festival parade, holiday light parade, Touch-A-Bus, Trunk-or-Treat, Veteran's Expo, Stuff-the-Bus, and Free Fare Friday. Some of these events have been restored in FY 22 and Beaumont Transit has participated in them.

Beaumont Transit applied for and received funding for a free fare promotion through Low Carbon Transportation Operation Program (LCTOP) for FY 20. All passengers have been able to ride Beaumont Transit free because of this grant funding opportunity. This free fare promotion began in FY 21 and continued through the first quarter of FY 22.

Beaumont offers a real-time bus tracking system called Double Map for our passengers to use. This program, initially purchased in 2014, promotes the reliability of the local transit system for passengers. This real-time bus tracking is accessible on a free smart phone app or through any connection with the Internet. This program gives passengers the ability to find and track their buses to eliminate unnecessary waiting.

1.6 Revenue Fleet

Beaumont Transit's fleet consists of twenty-two vehicles, fourteen of which are CNG fueled, six by gasoline, and two are electric shuttles as shown in Tables 1.1. Two additional CNG vehicles

have been ordered in FY 22 for delivery in FY 23. The CNG fueled vehicles meet the emission mitigation standards mandated by the California Air Resources Board (CARB).

Beaumont maximizes the life of vehicles in our fleet. Most of the vehicles are considered Medium Duty vehicles under Federal Transit Administration (FTA) and have a 7-year, 200,000-mile life expectancy[7]. Beaumont maintenance keeps vehicles in service longer than FTA guidelines.

All vehicles meet the ADA accessibility requirements and are equipped with bike racks. Vehicle capacity ranges in size from 16 passengers to 43 passengers.

[7] https://www.transitwiki.org/TransitWiki/images/6/64/Useful_Life_of_Buses.pdf

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 1.1 - Fleet Inventory

FY 2022/23 Short Range Transit Plan

City of Beaumont

Bus (Motorbus) / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2021/22	# of Contingency Vehicles FY 2021/22	Life to Date Vehicle Miles Prior Year End FY 2020/21	Life to Date Vehicle Miles through March FY 2021/22	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2021/22
2010	CMD	C 5500	28	0	32	CN			237,380	245,018	
2015	EBC	XHF 40	43	0	40	CN			74,705	84,046	
2011	EDN	EDN	30	0	33	GA			304,733	319,150	
2011	EDN	EDN	30	0	33	CN			181,137	189,883	
2015	EDN	XHF 40	43	0	40	CN			82,214	89,543	
2015	EDN	XHF 40	43	0	40	CN			73,418	79,497	
2019	GLV	GLV	28	0	33	CN			3,016	29,850	
2019	GLV	GLV	28	0	33	CN			2,954	30,366	
2009	GMC	C-5500	28	0	32	CN			190,449	194,006	
2009	STR	C-5500	28	0	32	CN			229,393	232,909	
		Totals:	329	0					1,379,399	1,494,268	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 1.1 - Fleet Inventory
FY 2022/23 Short Range Transit Plan
City of Beaumont

Commuter Bus / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2021/22	# of Contingency Vehicles FY 2021/22	Life to Date Vehicle Miles Prior Year End FY 2020/21	Life to Date Vehicle Miles through March FY 2021/22	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2021/22
2018	EDN	EZRider II	30	0	32	CN			121,893	152,255	
2011	EDN	FORD 550	30	0	33	GA			347,168	363,300	
2011	EDN	FORD F550	30	0	33	GA			366,643	386,483	
2016	EDN	FORD F550	30	0	33	CN			131,081	147,711	
2010	FRD	Ford E450	16	0	24	GA			369,017	397,503	
2010	FRD	Ford E-450	16	0	24	GA			416,804	419,288	
2010	FRD	Ford E-450	16	0	24	GA			395,946	416,355	
2019	GLV	GLV	28	0	33	CN			2,900	33,991	
2010	STR	C-5500	30	0	32	GA			359,483	373,378	
		Totals:	226	0					2,510,935	2,690,264	

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 1.1 - Fleet Inventory
FY 2022/23 Short Range Transit Plan
City of Beaumont

Demand Response / Directly Operated

Year Built	Mfg. Code	Model Code	Seating Capacity	Lift and Ramp Equipped	Vehicle Length	Fuel Type Code	# of Active Vehicles FY 2021/22	# of Contingency Vehicles FY 2021/22	Life to Date Vehicle Miles Prior Year End FY 2020/21	Life to Date Vehicle Miles through March FY 2021/22	Average Lifetime Miles Per Active Vehicle As Of Year-To-Date (e.g., March) FY 2021/22
2019		EVSt	10	0	25	EB				1,261	
2019		EVStar	10	0	25	EB				535	
2016	EDN	FORD E-450	20	0	24	CN			61,754	70,814	
		Totals:	40	0					61,754	72,610	

1.7 Existing Facilities and Bus Stop Amenities

Existing Transit Facilities

Administrative services for Beaumont Transit are in downtown Beaumont at the Beaumont Civic Center, 550 E 6th Street, Building D. It is at this location where dispatch, administrative services, and the operations yard are located. Fleet maintenance garage is located at 550 California Ave, approximately 1 mile from the administrative building.

Customer service calls for general information, route planning, and Dial-A-Ride appointments are serviced by phone at the 6th Street location. Walk in customers, including the purchase of fare media, are available at the main civic center building.

Bus Stop Amenities

Beaumont has 23 bus shelters, 157 bus stops, and a dozen stops with benches. In FY 22, Transit Staff worked with the City of Beaumont Engineering Department to create plans and a request for proposal to improve the Walmart Bus Stop. The Walmart location connects four agencies and is an important asset to the systems. Using FY 18 Low Carbon Transportation Operations Program (LCTOP) award, Beaumont Transit improved the Walmart Bus Stop and made the area more attractive to the growing commercial area with the anticipation of gaining passengers.

1.8 Existing Coordination Between Transit Agencies

The San Gorgonio Pass area is geographically isolated from the Coachella Valley, other cities in western Riverside County, and San Bernardino County. Public transit coordination is vital for the movement of passengers between these areas. Pass Area passengers traverse city limits to accomplish needs such as social services, employment opportunities, and more diverse commercial businesses.

Beaumont has entered into multiple agreements with surrounding transit operators, including Banning Connect, Omnitrans, Riverside Transit Agency (RTA), and Victor Valley Transit Authority (VVTA). The 2019 interagency agreement with Banning has an added feature of a paper transfer system, reminiscent of the early 2000s.

Agreements with other agencies have largely been associated with adding value for connecting passengers between agencies. Agreements with Omnitrans, RTA, and VVTA are similar in nature and are in effect until either Beaumont or the other agency withdraw the agreements. In summary, the following are the highlights of the agreements with these three agencies:

- Passengers presenting a Beaumont multi-use (day or month) pass can connect to any of the three agencies for free, wherever the Beaumont and the other agency connects.
- Passengers presenting a multi-use pass from one of the other three agencies (day, week, or month) will receive a $1.00 discount on Beaumont's commuter service or free connection with Beaumont fixed route service, wherever the agencies connect.

Agreement with City of Banning, Banning Connect, began in FY 20 and is renewed annually. FY 23 will be the third year this agreement has been in place. This agreement is summarized as follows:

- In Banning city limits, Beaumont Transit may only stop at San Gorgonio Pass Hospital and have no more than 3 buses stop there in an hour.
- In Beaumont city limits, Banning Connect may only stop at Beaumont Walmart and have no more than 3 buses stop there in an hour.
- It is only at Walmart and the Hospital that passengers can connect with the other agency and shall provide a free transfer for passengers at these locations only. Transfers are valid for one hour after the paper transfer is issued.
- Each agency will accept the other's commuter multi-use pass (day or month) for a $1 discount for the other's commuter service.

1.9 Prior or Existing Studies and Plans

Beaumont completed a Comprehensive Operations Analysis (COA) in November 2020. There are three phases to implementing a five-year action plan outlined by the independent consultant. The five-year action plan includes short, mid, and long-term recommendations.

Short-term recommendations (to be completed by June 2021) have largely been implemented. Below is what remains to be addressed for the short-term recommendations:

- Improve on-time performance by adjusting schedules by building in driver breaks into the schedule at San Gorgonio Hospital.
- Update the City's bus stop placement policy.

Mid-term recommendations (July 1, 2021, to December 31, 2022) include:

- Fare adjustment of 20% increase
  - Address GoPass and its elimination.
- Enhance service to industrial center including Amazon and other distribution centers.
  - Permanent service, shuttle, or vanpool options.
- Integrate service to new operations facility on 4th/Viele.
- Enhance connectivity with Banning Connect and RTA.

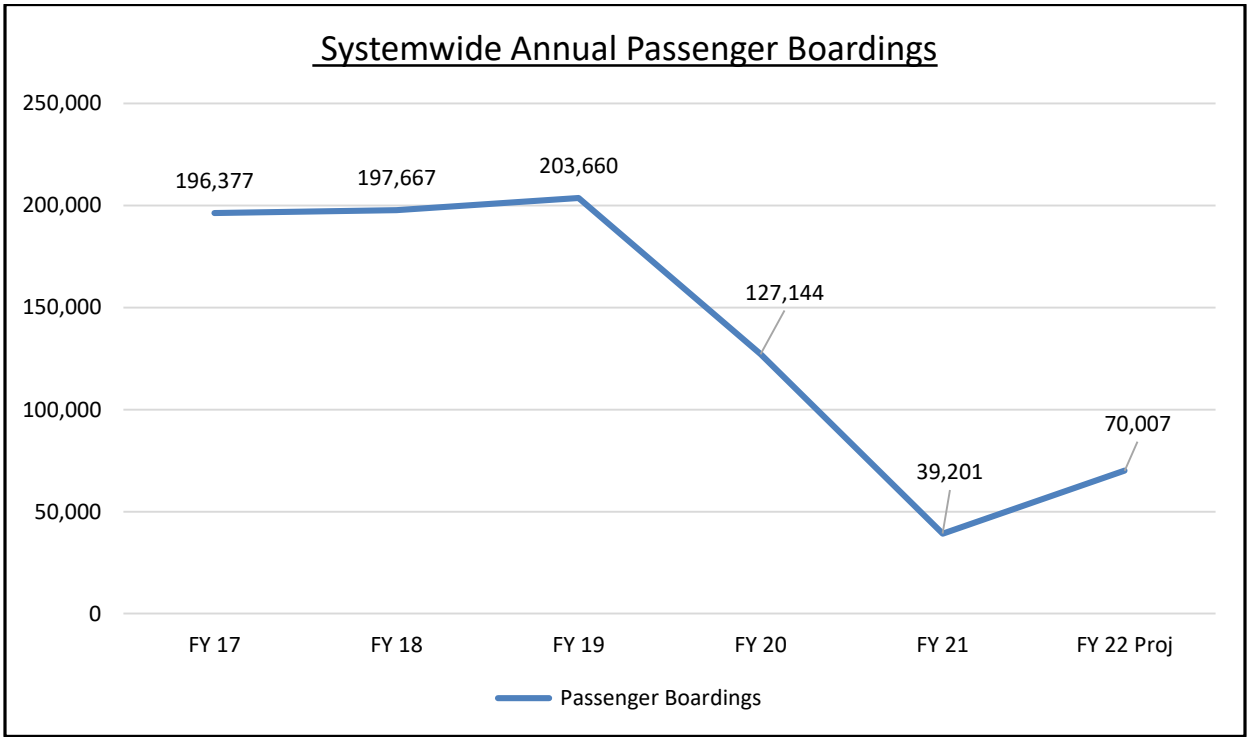
- Build a Bus Stop Improvement plan.

Longer-term recommendation (January 1, 2023-June 30, 2025) include:

- Expand local service to emerging residential neighborhoods.
- Realign routes to a more centralized transfer location.
- Transition to an alternative fuel transit fleet and infrastructure.
- Introduce technology to offer predictive arrival features.

CHAPTER 2 - EXISTING SERVICE AND ROUTE PERFORMANCE

Due to the pandemic, Beaumont Transit systemwide passenger boardings suffered in FY 21. Systemwide passenger trips for FY 21 ended with 39,201 passenger trips. This is a 69% decline in passenger trips when compared to FY 20 and an 81% decline compared to FY 19. FY 22 is projected to end with 70,007 systemwide passenger trips and is a projected 79% increase in trips compared to FY 21. However, as we move post pandemic, passenger boardings are struggling to get to a FY 20 level and is projected to be a decline in boardings by 45% when compared to FY 20.



The stay-at-home order in the last quarter of FY 20 and a large part of FY 21 has negatively impacted Beaumont's operations since passengers were not going to work or school. This order being behind us in FY 22, Beaumont Transit is seeing an increase in passenger trips, but far from returning to pre-pandemic levels.

2.1 Key Performance Indicators

Beaumont Transit monitors performance indicators throughout the year to ensure the system is performing productively. Customer complaints and suggestions are received, noted, and implemented where appropriate. Route schedules and timepoints are reviewed for connectivity with other routes and regional connection opportunities. Department expenses are monitored for farebox recovery ratio.

In Table 2.0, Key Performance Indicators are set. There are seven discretionary and one mandatory indicators. Beaumont Transit is meeting all discretionary and non-discretionary indicators in FY 22 when calculated through the 3rd quarter. However, although these items are met at this time, historically, Beaumont Transit's major expenses come in the 4th quarter of the FY and these numbers and ratios will change.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.0 -- Service Provider Performance Targets Report

FY 2021/22 Short Range Transit Plan Review
City of Beaumont

Data Elements	FY 2021/22 Plan	FY 2021/22 Target	FY 2021/22 Year to Date Through 3rd Quarter	Year to Date Performance Scorecard
Unlinked Passenger Trips	84,316			
Passenger Miles	785,168			
Total Actual Vehicle Revenue Hours	18,930.0			
Total Actual Vehicle Revenue Miles	359,560.0			
Total Actual Vehicle Miles	417,064.0			
Total Operating Expenses	$2,745,964			
Total Passenger Fare Revenue	$168,650			
Net Operating Expenses	$2,577,314			
Performance Indicators				
Mandatory:				
1. Farebox Recovery Ratio	12.13%	>= 10.00%	24.09%	Meets Target
Discretionary:				
1. Operating Cost Per Revenue Hour	$145.06	<= $69.66	$67.72	Meets Target
2. Subsidy Per Passenger	$30.57	>= $21.87 and <= $29.59	$13.53	Better Than Target
3. Subsidy Per Passenger Mile	$3.28	>= $4.82 and <= $6.52	$2.82	Better Than Target
4. Subsidy Per Hour	$136.15	>= $56.55 and <= $76.51	$51.41	Better Than Target
5. Subsidy Per Mile	$7.17	>= $2.52 and <= $3.40	$2.53	Meets Target
6. Passengers Per Revenue Hour	4.45	>= 2.20 and <= 2.98	3.80	Better Than Target
7. Passengers Per Revenue Mile	0.23	>= 0.09 and <= 0.13	0.19	Better Than Target

Note: Must meet at least 4 out of 7 Discretionary Performance Indicators

Productivity Performance Summary:

Service Provider Comments:

2.2 SRTP Performance Report

In FY 21, when the SRTP was prepared for FY 22, Beaumont set a plan for performance for the FY. RCTC in turn set targets for Beaumont Transit's operations to keep in mind as the FY progresses to ensure that targets are being reached.

The following table, Table 2.1, compares what current FY 22 3rd quarter to date actuals are and lists what PY actuals were. Additionally, FY 23 plan is outlined, and targets are set by RCTC. The targets set are then applied as a scorecard wherein the plan set by the agency is evaluated. A good plan will have a scorecard of 'Meets Target' or 'Better Than Target'. Too many 'Fails to Meet Target' would mean that the plan should be reevaluated.

Beaumont Transit is struggling to regain passengers post pandemic. This is evident in Beaumont's plan and scorecard. Beaumont Transit service offerings are expanding to entice, gain, and regain passengers as we move post pandemic. Unfortunately, until the passengers are gained, the operating costs per revenue hour, mile, passenger, and subsidies are scored unfavorably compared to plan.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FY 2022/23 - Table 2.1 -- SRTP Performance Report

Service Provider: City of Beaumont

All Routes

Performance Indicators	FY 2020/21 End of Year Actual	FY 2021/22 3rd Quarter Year-to-Date	FY 2022/23 Plan	FY 2022/23 Target	Plan Performance Scorecard (a)
Passengers	26,393	52,505	77,022	None	
Passenger Miles	119,731	252,024	656,877	None	
Revenue Hours	10,211.5	13,817.1	18,791.0	None	
Total Hours	11,356.7	15,376.3	20,911.0	None	
Revenue Miles	229,693.0	280,743.0	381,861.0	None	
Total Miles	239,399.0	297,126.0	404,102.0	None	
Operating Costs	$1,024,585	$970,291	$2,731,617	None	
Passenger Revenue	$16,531	$1,663,757	$80,000	None	
Measure-A Revenue			$140,000	None	
LCTOP Revenue			$62,000	None	
Operating Subsidy	$1,008,054	($693,466)	$2,651,617	None	
Operating Costs Per Revenue Hour	$100.34	$70.22	$145.37	<= $72.22	Fails to Meet Target
Operating Cost Per Revenue Mile	$4.46	$3.46	$7.15	None	
Operating Costs Per Passenger	$38.82	$18.48	$35.47	None	
Farebox Recovery Ratio	1.61%	171.47%	10.32%	>= 0.1	Meets Target
Subsidy Per Passenger	$38.19	($13.21)	$34.43	>= ($11.23) and <= ($15.19)	Fails to Meet Target
Subsidy Per Passenger Mile	$8.42	($2.75)	$4.04	>= ($2.34) and <= ($3.16)	Fails to Meet Target
Subsidy Per Revenue Hour	$98.72	($50.19)	$141.11	>= ($42.66) and <= ($57.72)	Fails to Meet Target
Subsidy Per Revenue Mile	$4.39	($2.47)	$6.94	>= ($2.10) and <= ($2.84)	Fails to Meet Target
Passengers Per Revenue Hour	2.58	3.80	4.10	>= 3.23 and <= 4.37	Meets Target
Passengers Per Revenue Mile	0.11	0.19	0.20	>= 0.16 and <= 0.22	Meets Target

a) The Plan Performance Scorecard column is the result of comparing the FY 2022/23 Plan to the FY 2022/23 Primary Target.

2.3 SRTP Service Summary

The following pages include reports that give an insight on how the service offered by Beaumont Transit is performing financially in the current FY compared to the plan for the FY. Additionally actual 3rd quarter information is compared to previous year's audited information and how it all compares to the coming year's FY plan.

The first table provided; Table 2.2 Service Summary is for all Beaumont Transit Routes. Therefore, it is a systemwide summary of the system including excluded and non-excluded routes.

Key points of interest:

- The plan for FY 23 is largely that of what was accomplished in FY 20.
- Growing passenger trips will not reach that which was found in FY 20, but it is 75% of what was actual.
- Farebox recovery is planned at 10.32%
- Lower passenger trips and increased miles/hours creates subsidies at higher rates than that which was found in PY's.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.2 -- City of Beaumont -- SRTP Service Summary

FY 2022/23 Short Range Transit Plan

All Routes

	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Plan	FY 2021/22 3rd Qtr Actual	FY 2022/23 Plan
Fleet Characteristics					
Peak-Hour Fleet	9	4	12	6	10
Financial Data					
Total Operating Expenses	$493,671	$1,024,585	$2,745,964	$935,752	$2,731,617
Total Passenger Fare Revenue	$136,784	$16,531	$333,115	$225,391	$282,000
Net Operating Expenses (Subsidies)	$356,887	$1,008,054	$2,577,314	$710,361	$2,651,617
Operating Characteristics					
Unlinked Passenger Trips	108,367	26,393	84,316	52,505	77,022
Passenger Miles	517,775	119,731	785,168	252,024	656,877
Total Actual Vehicle Revenue Hours (a)	18,380.8	10,211.5	18,930.0	13,817.1	18,791.0
Total Actual Vehicle Revenue Miles (b)	393,041.0	229,693.0	359,560.0	280,743.0	381,861.0
Total Actual Vehicle Miles	409,890.0	239,399.0	417,064.0	297,126.0	404,102.0
Performance Characteristics					
Operating Cost per Revenue Hour	$26.86	$100.34	$145.06	$67.72	$145.37
Farebox Recovery Ratio	27.71%	1.61%	12.13%	24.09%	10.32%
Subsidy per Passenger	$3.29	$38.19	$30.57	$13.53	$34.43
Subsidy per Passenger Mile	$0.69	$8.42	$3.28	$2.82	$4.04
Subsidy per Revenue Hour (a)	$19.42	$98.72	$136.15	$51.41	$141.11
Subsidy per Revenue Mile (b)	$0.91	$4.39	$7.17	$2.53	$6.94
Passenger per Revenue Hour (a)	5.9	2.6	4.5	3.8	4.1
Passenger per Revenue Mile (b)	0.28	0.11	0.23	0.19	0.20

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

The previous page is a summary of all routes, and the following tables break the system down further into Excluded and Non-Excluded Routes.

In FY 22, Beaumont had four excluded routes from the farebox recovery ratio reporting. These routes are Casino Express, Route 3/4, Commuter Link 120, and Commuter Link 125. Excluded Routes are new routes or routes that have had a 25% change in route. Being excluded gives a grace period for the route to perform and gain passenger ridership for three years.

In FY 23, there are only two excluded routes, the Casino Express and the Commuter Link 125. Detail of the excluded routes are found on Table 2.2A.

Table 2.2 Excluded Routes reports on only those routes excluded. In FY 22, there are four routes excluded while in FY 23 there are only two. This will skew the table and each column is not necessarily comparable to another FY.

Table 2.2 Non-Excluded Routes consists of the remaining routes and services Beaumont Transit offers. These non-excluded routes are services that have been established and unaltered for at least 3 years. Non-excluded routes in FY 22 included the Route 3, Route 4, Route 7, and Route 9. For FY 23 the above-mentioned routes will be joined by the Route 3/4, and Commuter Link 120.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.2 -- City of Beaumont -- SRTP Service Summary
FY 2022/23 Short Range Transit Plan
Excluded Routes

	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Plan	FY 2021/22 3rd Qtr Actual	FY 2022/23 Plan
Fleet Characteristics					
Peak-Hour Fleet	4	2	5	2	2
Financial Data					
Total Operating Expenses	$81,065	$770,111	$1,559,258	$640,195	$622,162
Total Passenger Fare Revenue	$44,092	$8,874	$195,950	$69,555	$76,500
Net Operating Expenses (Subsidies)	$36,974	$761,237	$1,508,108	$570,640	$613,662
Operating Characteristics					
Unlinked Passenger Trips	33,563	14,400	19,634	11,370	5,326
Passenger Miles	161,102	69,120	429,778	54,576	68,759
Total Actual Vehicle Revenue Hours (a)	10,461.4	6,538.7	11,809.0	7,947.3	4,170.0
Total Actual Vehicle Revenue Miles (b)	266,476.0	164,300.0	266,082.0	208,308.0	96,897.0
Total Actual Vehicle Miles	272,658.0	169,759.0	312,410.0	216,370.0	101,046.0
Performance Characteristics					
Operating Cost per Revenue Hour	$7.75	$117.78	$132.04	$80.56	$149.20
Farebox Recovery Ratio	54.39%	1.15%	12.56%	10.86%	12.29%
Subsidy per Passenger	$1.10	$52.86	$76.81	$50.19	$115.22
Subsidy per Passenger Mile	$0.23	$11.01	$3.51	$10.46	$8.92
Subsidy per Revenue Hour (a)	$3.53	$116.42	$127.71	$71.80	$147.16
Subsidy per Revenue Mile (b)	$0.14	$4.63	$5.67	$2.74	$6.33
Passenger per Revenue Hour (a)	3.2	2.2	1.7	1.4	1.3
Passenger per Revenue Mile (b)	0.13	0.09	0.07	0.05	0.05

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.2 -- City of Beaumont -- SRTP Service Summary
FY 2022/23 Short Range Transit Plan
Non-Excluded Routes

	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Plan	FY 2021/22 3rd Qtr Actual	FY 2022/23 Plan
Fleet Characteristics					
Peak-Hour Fleet	7	3	7	4	8
Financial Data					
Total Operating Expenses	$412,606	$254,474	$1,186,706	$295,557	$2,109,455
Total Passenger Fare Revenue	$92,693	$7,657	$137,165	$155,836	$205,500
Net Operating Expenses (Subsidies)	$319,913	$246,817	$1,069,206	$139,721	$2,037,955
Operating Characteristics					
Unlinked Passenger Trips	74,804	11,993	64,682	41,135	71,696
Passenger Miles	356,673	50,611	355,390	197,448	588,118
Total Actual Vehicle Revenue Hours (a)	7,919.3	3,672.8	7,121.0	5,869.8	14,621.0
Total Actual Vehicle Revenue Miles (b)	126,565.0	65,393.0	93,478.0	72,435.0	284,964.0
Total Actual Vehicle Miles	137,232.0	69,640.0	104,654.0	80,756.0	303,056.0
Performance Characteristics					
Operating Cost per Revenue Hour	$52.10	$69.29	$166.65	$50.35	$144.28
Farebox Recovery Ratio	22.47%	3.01%	11.55%	52.73%	9.74%
Subsidy per Passenger	$4.28	$20.58	$16.53	$3.40	$28.42
Subsidy per Passenger Mile	$0.90	$4.88	$3.01	$0.71	$3.47
Subsidy per Revenue Hour (a)	$40.40	$67.20	$150.15	$23.80	$139.39
Subsidy per Revenue Mile (b)	$2.53	$3.77	$11.44	$1.93	$7.15
Passenger per Revenue Hour (a)	9.5	3.3	9.1	7.0	4.9
Passenger per Revenue Mile (b)	0.59	0.18	0.69	0.57	0.25

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

The Beaumont Transit service is further broken down by dividing up the service into programs. Beaumont Transit has two programs. One program is the BUS program which is all fixed route and commuter link services. The second program is the DAR program which is our Dial-A-Ride or paratransit program.

Table 2.2 BUS shows all routes within this program. Key notes of interest:

- Passenger Trips on the fixed and commuter links are lower than our pre-COVID numbers, but FY 22 actual and FY 23 plan are showing a positive trend upwards.
- In general, farebox ratio of all routes, excluding DAR, is above 10%

Table 2.2 DAR shows the Dial A Ride or paratransit program. Key notes of interest:

- Paratransit service is a very expensive service to offer; however, it is a required service.
- Passenger trips are limited to those certified under the ADA only which accounts for the lower number of trips compared to year's past.
- Farebox ratio for DAR is planned to be significantly lower. Primarily because of the higher revenue hours and miles planned compared to FY 20 and FY 21.
- It is Beaumont Transit's intention to open the service to Seniors, 65 and better, as well as those certified under the ADA in FY 23.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.2 -- Beaumont-BUS -- SRTP Service Summary
FY 2022/23 Short Range Transit Plan
All Routes

	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Plan	FY 2021/22 3rd Qtr Actual	FY 2022/23 Plan
Fleet Characteristics					
Peak-Hour Fleet	8	4	11	6	9
Financial Data					
Total Operating Expenses	$305,133	$891,877	$2,508,534	$831,050	$2,569,579
Total Passenger Fare Revenue	$116,125	$12,949	$313,115	$213,903	$275,000
Net Operating Expenses (Subsidies)	$189,008	$878,928	$2,359,884	$617,147	$2,496,579
Operating Characteristics					
Unlinked Passenger Trips	102,547	24,944	82,486	50,828	74,562
Passenger Miles	492,226	119,731	777,299	243,974	646,299
Total Actual Vehicle Revenue Hours (a)	16,571.9	9,751.2	18,295.0	12,959.6	17,625.0
Total Actual Vehicle Revenue Miles (b)	369,493.0	219,507.0	346,810.0	271,100.0	368,746.0
Total Actual Vehicle Miles	383,827.0	227,562.0	402,230.0	286,093.0	389,097.0
Performance Characteristics					
Operating Cost per Revenue Hour	$18.41	$91.46	$137.12	$64.13	$145.79
Farebox Recovery Ratio	38.06%	1.45%	12.48%	25.74%	10.70%
Subsidy per Passenger	$1.84	$35.24	$28.61	$12.14	$33.48
Subsidy per Passenger Mile	$0.38	$7.34	$3.04	$2.53	$3.86
Subsidy per Revenue Hour (a)	$11.41	$90.14	$128.99	$47.62	$141.65
Subsidy per Revenue Mile (b)	$0.51	$4.00	$6.80	$2.28	$6.77
Passenger per Revenue Hour (a)	6.2	2.6	4.5	3.9	4.2
Passenger per Revenue Mile (b)	0.28	0.11	0.24	0.19	0.20

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.2 -- Beaumont-DAR -- SRTP Service Summary
FY 2022/23 Short Range Transit Plan
All Routes

	FY 2019/20 Audited	FY 2020/21 Audited	FY 2021/22 Plan	FY 2021/22 3rd Qtr Actual	FY 2022/23 Plan
Fleet Characteristics					
Peak-Hour Fleet	1	1	1	1	1
Financial Data					
Total Operating Expenses	$188,538	$132,708	$237,430	$104,702	$162,038
Total Passenger Fare Revenue	$20,659	$3,582	$20,000	$11,488	$7,000
Net Operating Expenses (Subsidies)	$167,879	$129,126	$217,430	$93,214	$155,038
Operating Characteristics					
Unlinked Passenger Trips	5,820	1,449	1,830	1,677	2,460
Passenger Miles	25,550		7,869	8,050	10,578
Total Actual Vehicle Revenue Hours (a)	1,808.9	460.3	635.0	857.5	1,166.0
Total Actual Vehicle Revenue Miles (b)	23,548.0	10,186.0	12,750.0	9,643.0	13,115.0
Total Actual Vehicle Miles	26,063.0	11,837.0	14,834.0	11,033.0	15,005.0
Performance Characteristics					
Operating Cost per Revenue Hour	$104.23	$288.29	$373.91	$122.11	$138.97
Farebox Recovery Ratio	10.96%	2.70%	8.42%	10.97%	4.31%
Subsidy per Passenger	$28.85	$89.11	$118.81	$55.58	$63.02
Subsidy per Passenger Mile	$6.57		$27.63	$11.58	$14.66
Subsidy per Revenue Hour (a)	$92.81	$280.51	$342.41	$108.71	$132.97
Subsidy per Revenue Mile (b)	$7.13	$12.68	$17.05	$9.67	$11.82
Passenger per Revenue Hour (a)	3.2	3.2	2.9	2.0	2.1
Passenger per Revenue Mile (b)	0.25	0.14	0.14	0.17	0.19

(a) Train Hours for Rail Modes. (b) Car Miles for Rail Modes.

The following table are the routes that will be excluded from Farebox Recovery Ratio in FY 23. The Casino Express was a new route started in FY 20 to offer express service for passengers to Casino Morongo and Outlet Malls, a major employment and recreational area of the region. The second is the Commuter Link 125 which extended its route to include service to the Redlands Transit Center also in FY 20. Both routes will have exhausted its grace time of three fiscal years of exemption by the end of FY 23.

Beaumont Transit

Short Range Transit Plan

FY 2022/2023

Table 2.2A Excluded Routes

Excluded Routes are new routes or new service extensions that are eligible for exemptions from the farebox recovery requirements

Route #	Mode (FR/DAR)	Service Type (DO/CO)	Route Description	Date of Implementation	Exemption End Date
Casino Express	FR	DO	Monday-Friday: Express service from Walmart to Casino Morongo and Outlet Malls	August 2020	August 2023
Route 125	FR	DO	Monday-Friday: Walmart to Loma Linda VA Hospital, Kaiser Redlands Medical Offices, and Redlands Transit Center	October 2020	October 2023

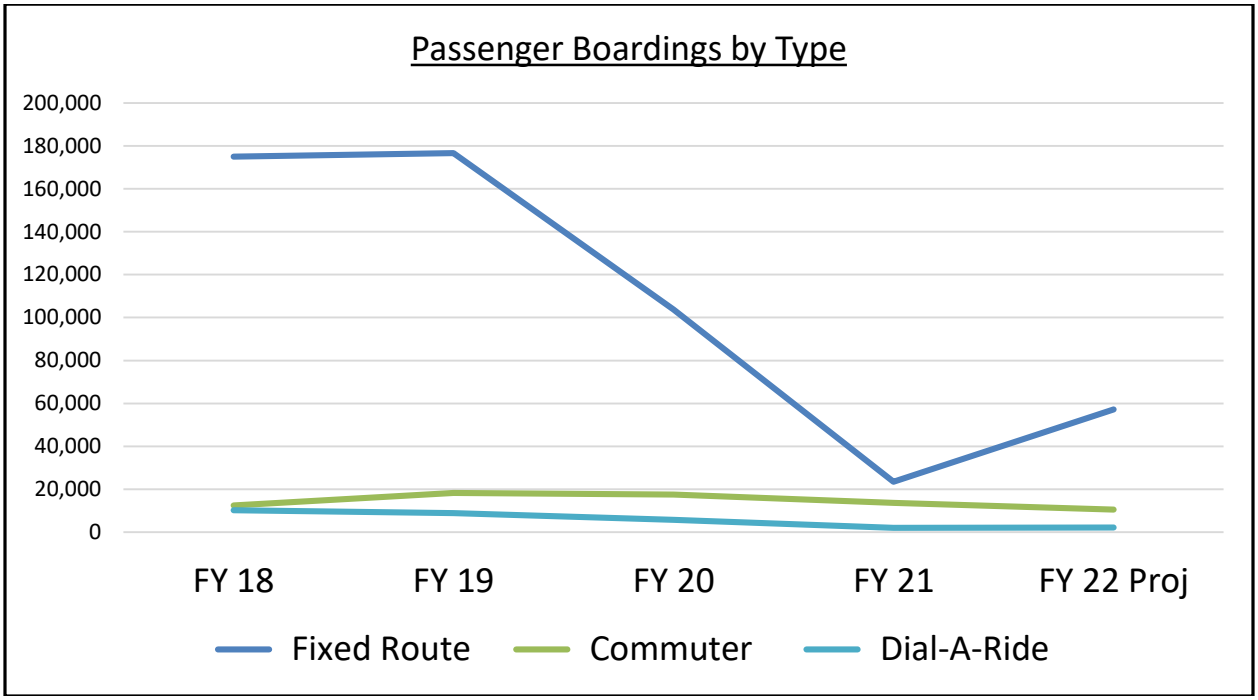
2.4 Service Performance

Beaumont Transit operates six local fix routes, two of which are peak routes, and two commuter links. During the last quarter of FY 20, COVID-19 drastically changed Beaumont Transit, as it did other public transportation agencies. Primarily, there was a noticeable and drastic decline in passenger boardings. The stay-at-home order mandated an adjustment of service to respond to rising infections as well as non-existent ridership.

However, before the pandemic occurred, Beaumont Transit was already experiencing a decline in passenger boardings. FY 20 was the first year that the Pass Transit agency was dissolved. Pass Transit was a brand that unified the cities of Beaumont and Banning under one brand but operated by each city independently. Due to unfortunate circumstances, Beaumont and Banning split ways in FY 20 and the Pass Transit branding was disbanded and each city gained their independent identity. More notably, the dissolution created an environment where passengers could no longer take a one-seat trip into the other city. Where fixed routes could enter the other's city limits prior to FY 20, the disbandment essentially prohibited each agency from entering the other city. Passengers seeking social services, exclusively offered in the City of Banning are now only available to those traveling from Beaumont with a two-seat transfer. The FY 20 Interagency Agreement is renewed annually.

Due to the inability to traverse city boundaries, Beaumont passenger boardings were already declining in FY 20 prior to the pandemic outbreak in the 3rd quarter of that FY. This is an important notation when looking at the statistics for each route in the coming section. For this reason, statistics compared to FY 19 and before should be acknowledged that service during that timeframe extended into the City of Banning and allowed passengers to seek social service and county aid without having to transfer buses. This transfer requirement is a major reason for the decline in passenger boardings in FY 20, besides the pandemic. A trip from Beaumont to a social service appointment in Banning could take a passenger two hours to arrive. It is believed that passengers have found other ways of getting to and from their appointment needs that are less time consuming.

In the discussion below of each individual route, each route in FY 22 will be compared to FY 19 and FY 20. FY 19 is when service was at its height and at a level discussed previously. FY 20 will show a decline of passengers due to the pandemic as well because of the Interagency Agreement entered with Banning Connect. The FY 21 passenger boardings are reflective of the full year of the pandemic when schools were closed, and most employers offered remote working options.

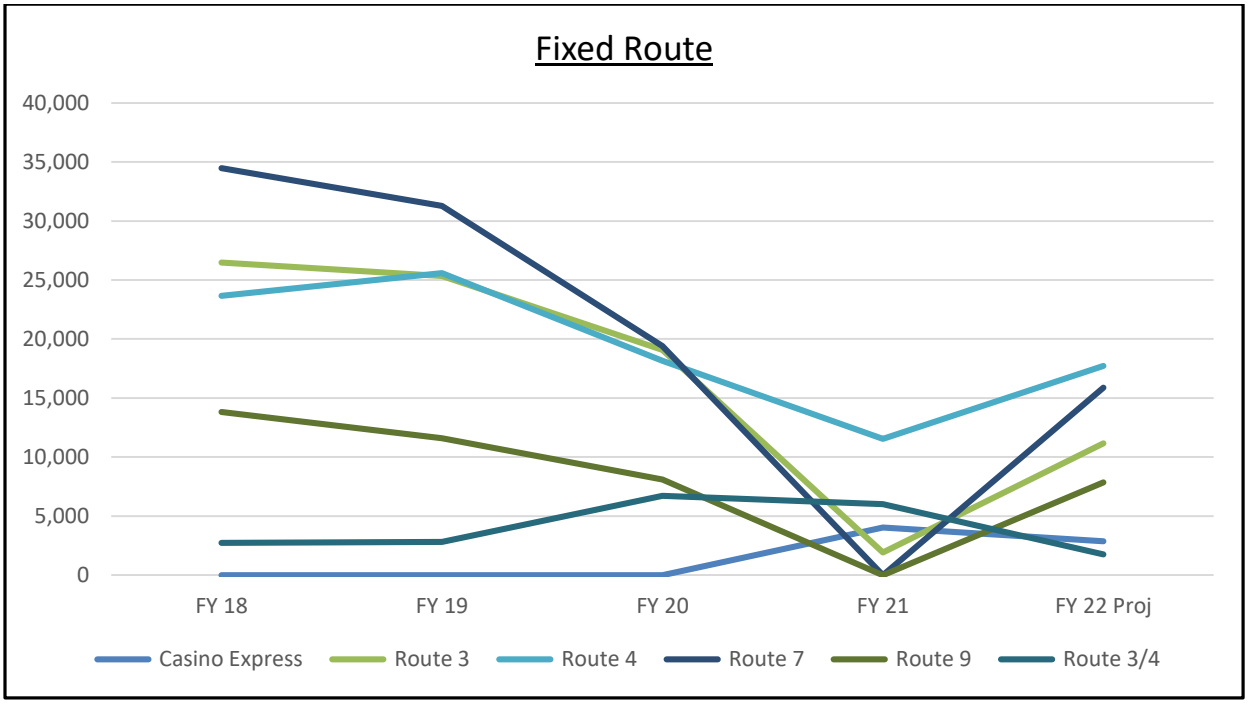


Fixed Route Service
The following chart compares the total passenger trips by the route and by year for the local fixed route.

In the statistics and analysis discussed for each route, passenger boardings are projected based on the boarding trends for the three-quarters of data available for FY 22. In most cases, a possible reason for passenger boarding declines is offered.

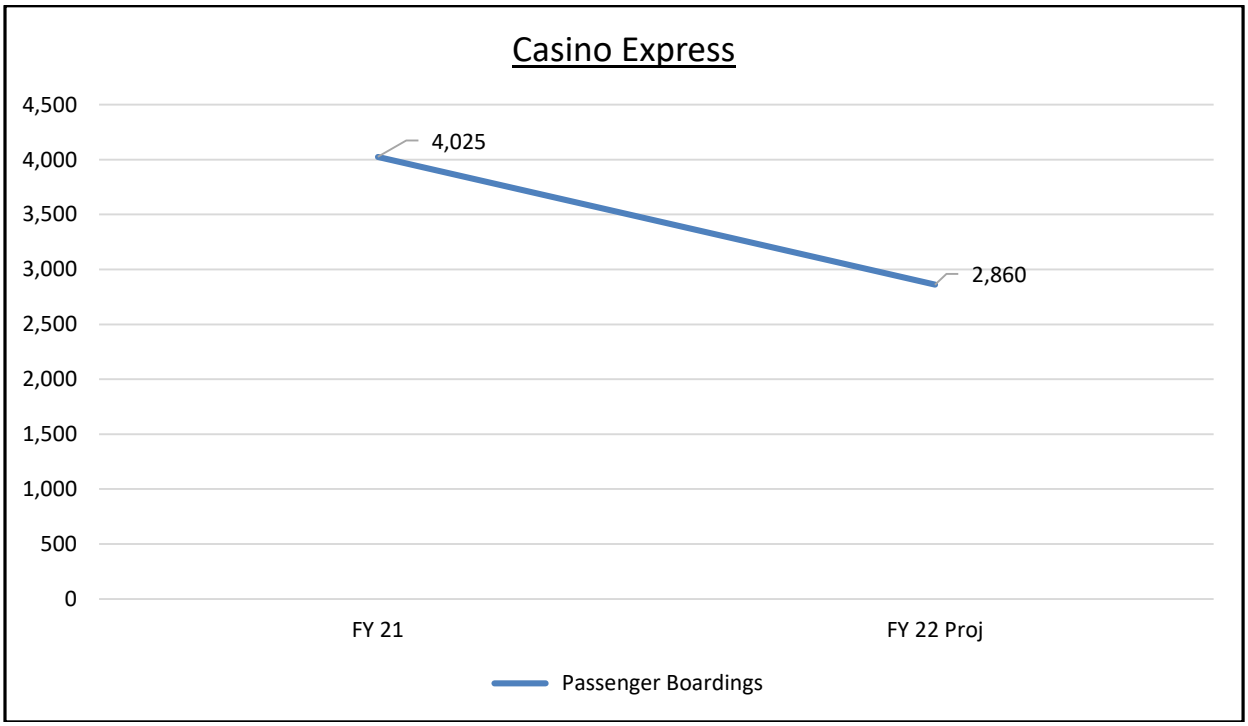
The chart below shows each fixed route, and its passenger boarding trends over the last five years including the FY 22 end projection. All routes declined beginning in FY 20, took a drastic drop in FY 21, and are increasing for FY 22.

To be noted is the Casino Express began service in FY 21 and data is only available for FY 21 and projections of FY 22. The Route 3/4 was put into service as a combination route during most of FY 21 when the Routes 3 and 4 were suspended due to the pandemic. This accounts for the increase in the Route 3/4 passengers.



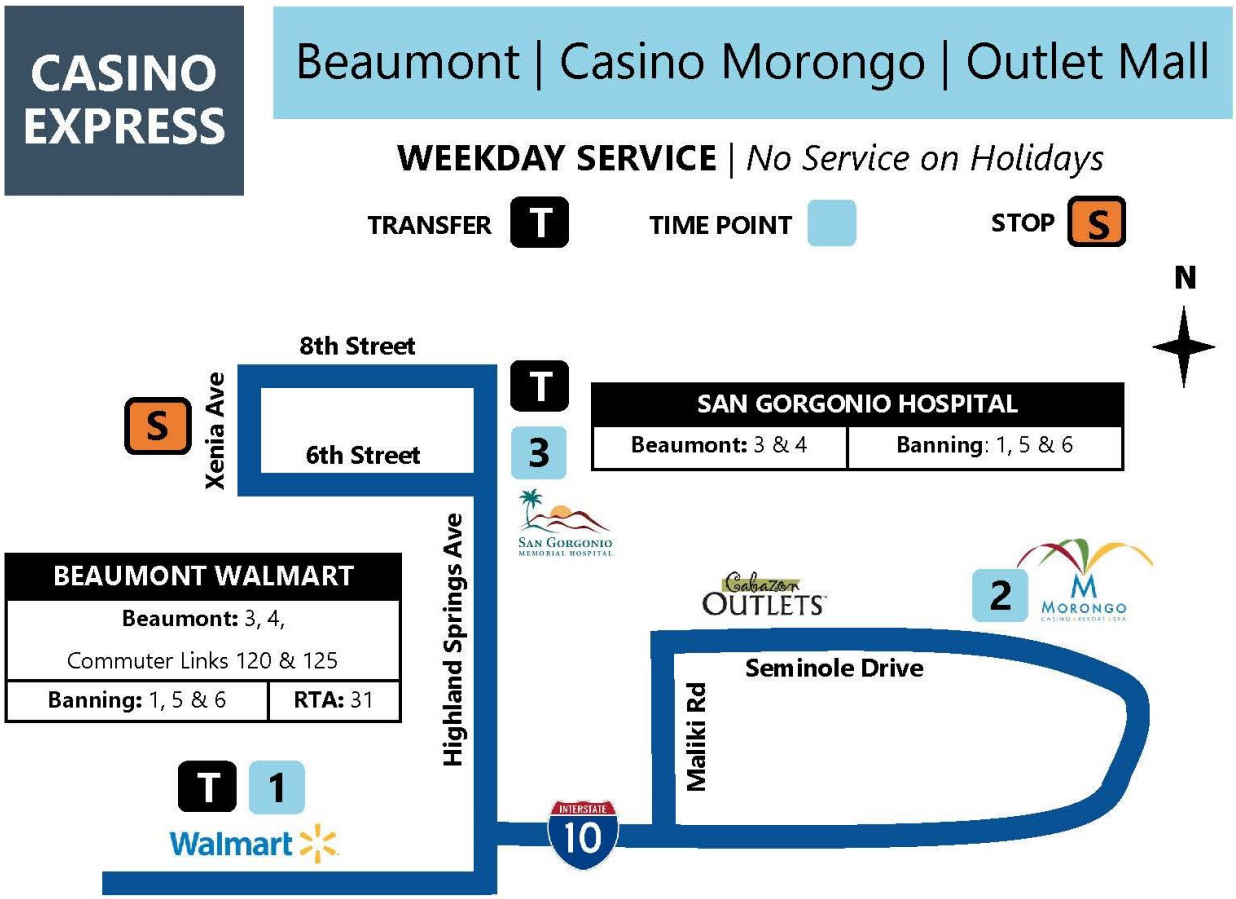
Casino Express

The Casino Express is a weekday service that began in August 2020 and ran throughout FY 21. This is an express service with a 20-minute headway from Beaumont Walmart to Casino Morongo and Resort with stops at the Outlet Malls. These destinations are major employers and recreational centers for the area.



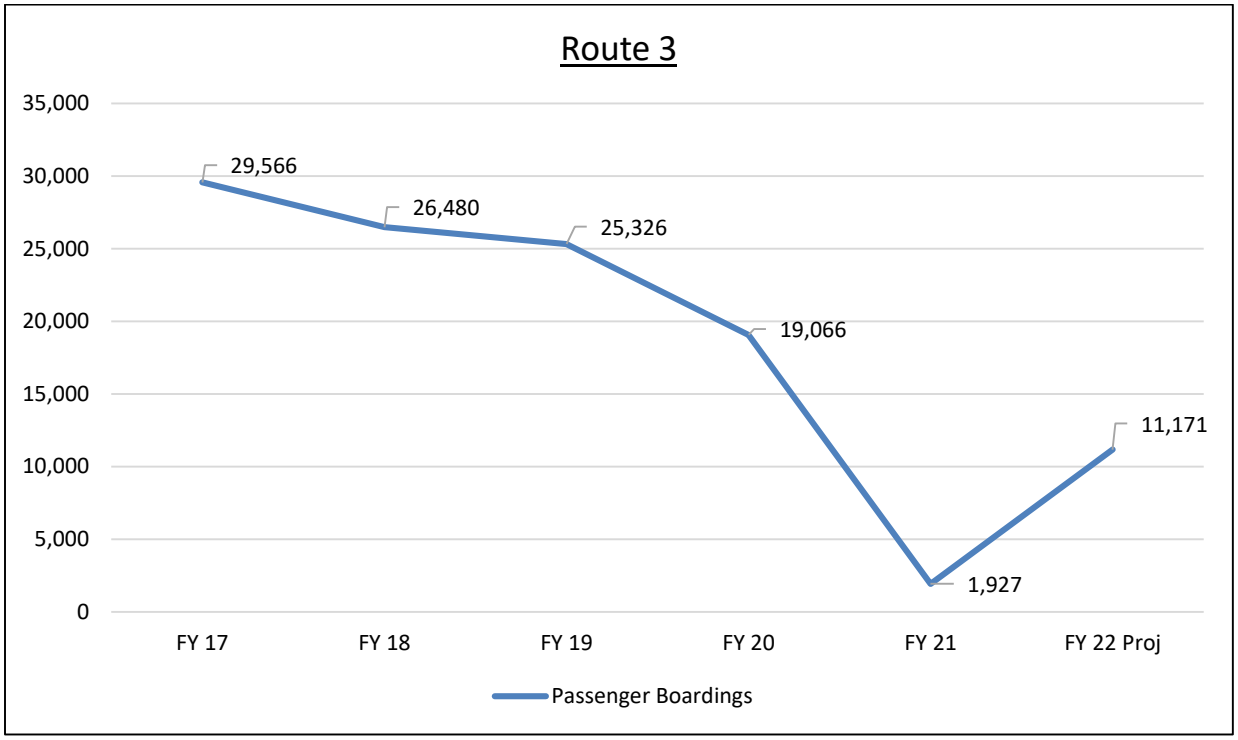
In its inaugural year, the Casino Express had 4,025 passenger boardings. FY 22 is projected to end with a decline in passengers boardings by 29% to end at 2,860 boardings. The Casino Express currently makes up 4.16% of systemwide passengers and 5.09% of Fixed Route passengers.

The decline of passengers can be attributed to a decline in service offered on the route. Due to staffing and low passenger boardings, the schedule for the Casino Express was reduced to morning and late afternoon service and does not run mid-day. The Casino Express operates from 7:20 a.m. to 10:55 a.m. and in the afternoon 1:15 p.m. to 4:45 p.m.



Route 3

The Route 3 operates weekdays with a one-hour headway and services the north area of Beaumont, residential community of Sundance, and Walmart. This route connects passengers with Sundance community, both middle schools, the community center, the high school, and three elementary schools. At the recommendation of the COA findings, deviations to the unincorporated areas of Cherry Valley were eliminated in FY 21. For six months, service on the Route 3 was suspended because of the pandemic. This suspension traversed two fiscal years. The suspension began in April 2020 (FY 20) and ended in October 2020 (FY 21). The Route 3 has operated on its pre-pandemic level in FY 22 since being placed back in service in October 2020.

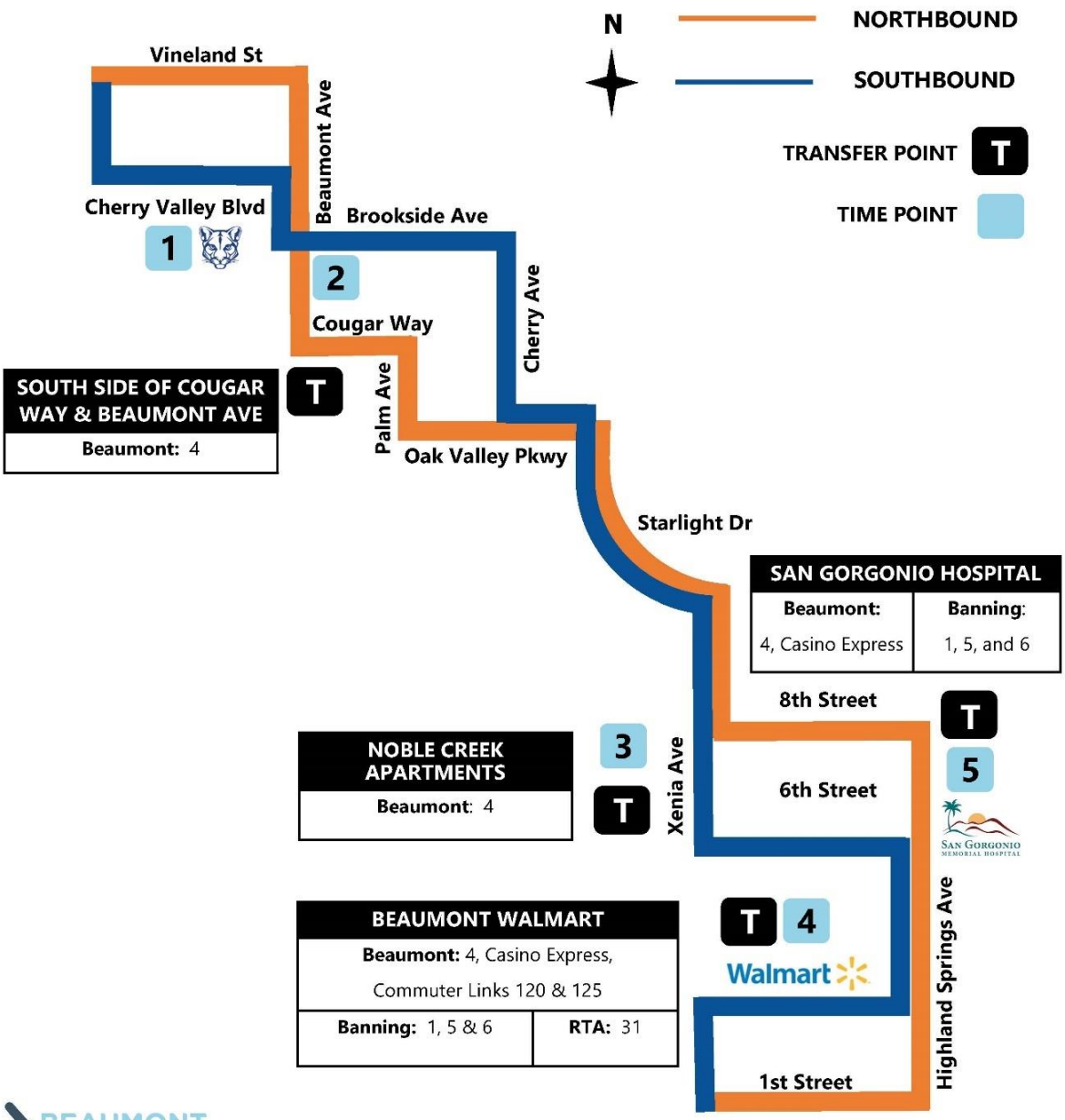


In FY 22, the Route 3 is projected to finish the fiscal year with 11,171 passenger boardings and is a 41% decline of passengers compared to FY 20 and a 56% decline compared to FY 19. The Route 3 currently makes up 15.92% of systemwide passengers and 19.45% of fixed route passengers.

Since this route does not have a schedule or service area reduction compared to pre-pandemic levels, a decline in passengers can be discussed as being attributed to lower youth passengers. When Beaumont Unified School District closed the last quarter of FY 20, the City of Beaumont eliminated its day-camp afterschool program at the community center. It remains closed and not anticipated to be reinstated. A strong number of passengers on the Route 3 were youth passengers that rode this route after school to the community center where the day-camp service was offered. Since this after-school program has been eliminated, the youth passengers are no longer using the public transportation service.

3 Beaumont | Cherry Valley

WEEKDAY SERVICE | *No Service on Holidays*



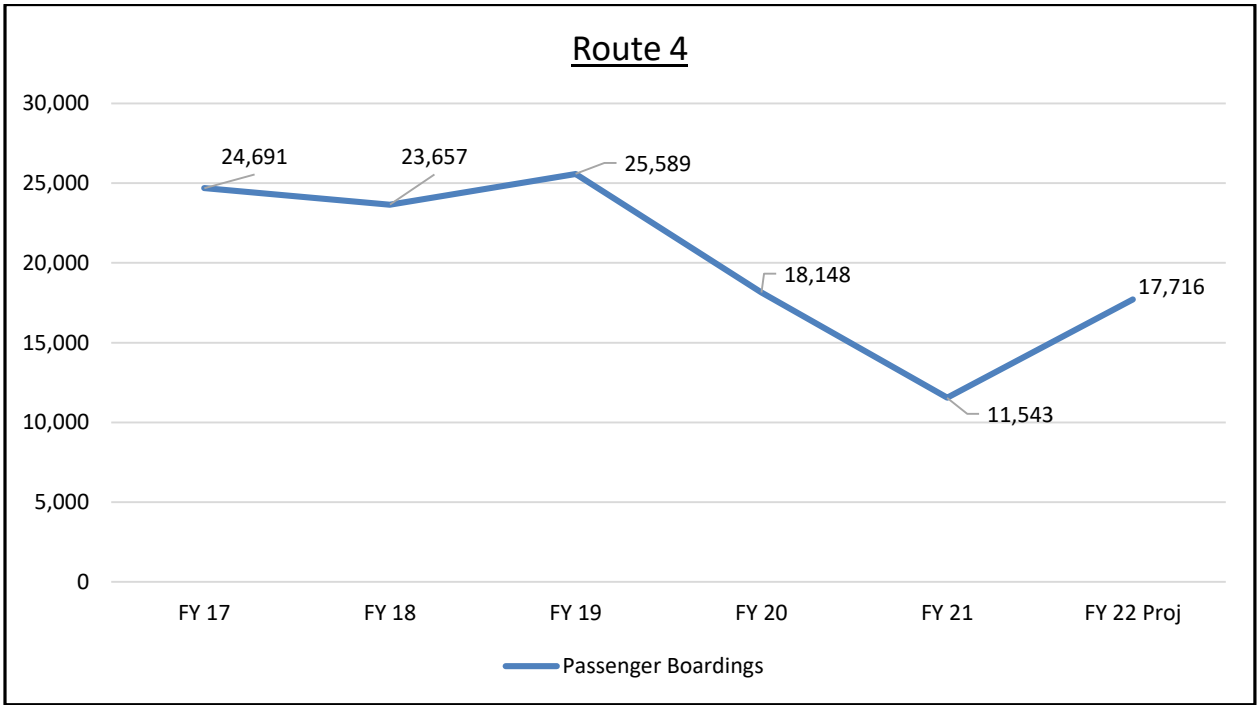
BEAUMONT TRANSIT

Routing and timetables subject to change.

OCTOBER 2020

Route 4

The Route 4 operates weekdays with a one-hour headway and services the downtown commercial and residential areas. The residential area is largely identified as a disadvantaged community (DAC) by Senate Bill 535. This route connects passengers with the local library, two elementary schools, the community center, both middle schools, the high school, and the commercial shopping area of Walmart. The Route 4 also services, as a deviation request, the Amazon Distribution Center, and other industrial complexes on the southside of Beaumont which is the major employment center of Beaumont. Deviation requests are either made directly to the driver or by calling customer service.



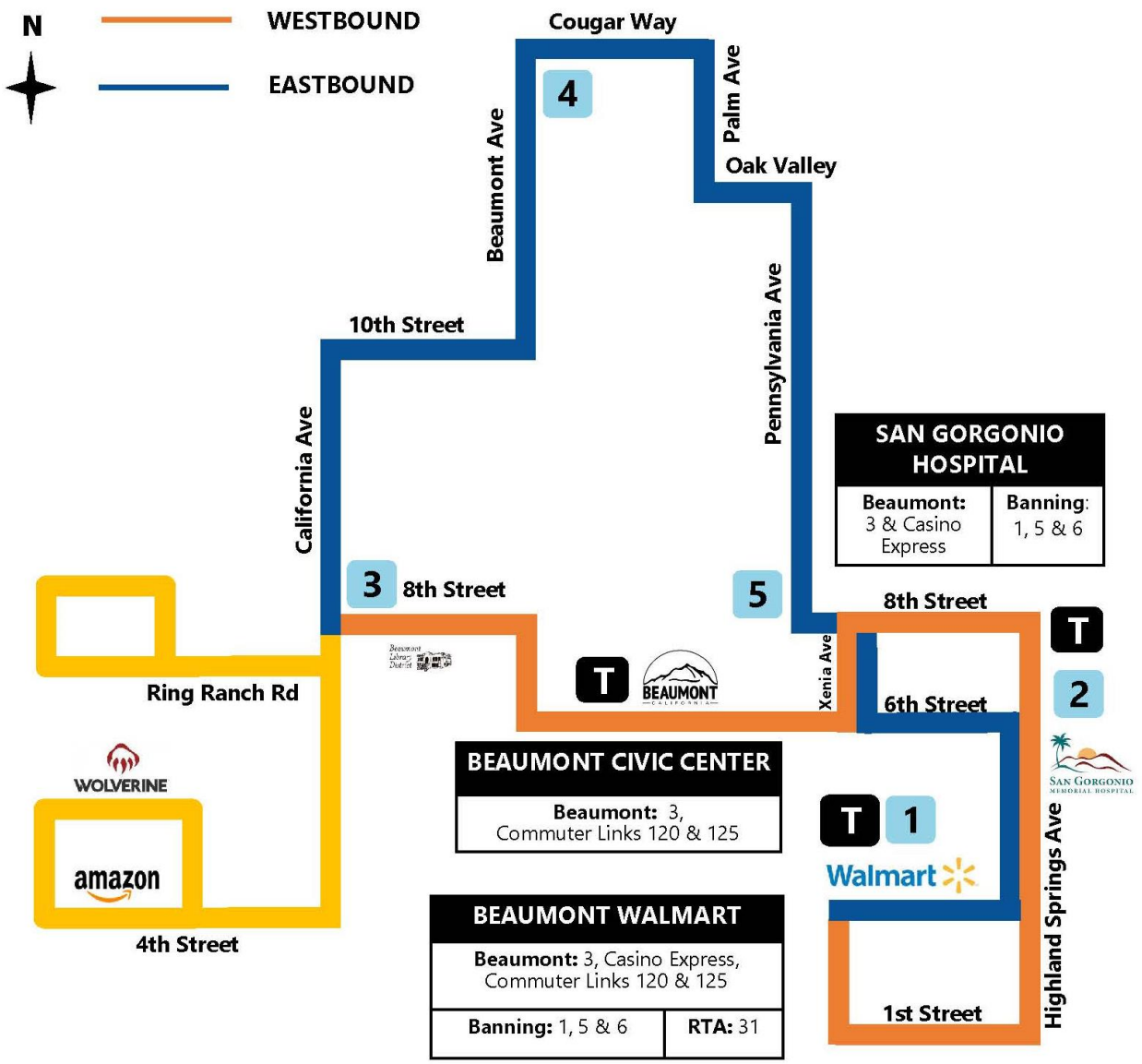
In FY 22, Route 4 is projected to finish the fiscal year at 17,716 passenger boardings. This is a 2% decline compared to FY 20 and a 31% decline in passenger trips compared to FY 19. It is a 53% increase compared to FY 21. This route makes up 25.48% of the systemwide passengers and 31.14% of fixed route passengers.

The Route 4 has not experienced the sharp declines that other routes have seen. There are two theories as to why the decline is less. First, the declines may be less because of the area served by this route. Servicing most of the low-income and disadvantage community identified by SB 535, it may be that those using public transit in the area are dependent on the system. Second, in response to the interagency agreement with Banning, Beaumont Transit eliminated its Route 2 which serviced Beaumont Ave and 6th Street from the middle/high schools and into the city of Banning. The Route 4 is the only route that now services this area and may have gained passengers for it.

4 Beaumont | 6th Street

WEEKDAY SERVICE | *No Service on Holidays*

TRANSFER T TIME POINT DEVIATION



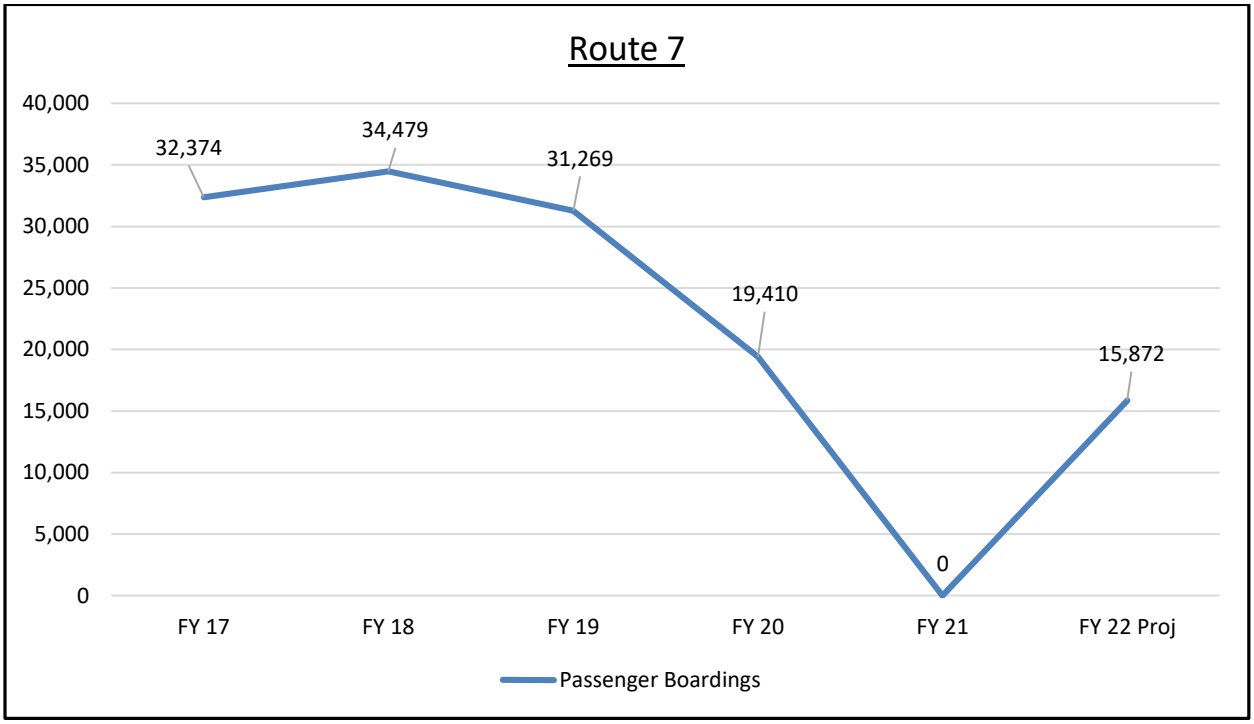
BEAUMONT TRANSIT

Routing and timetables subject to change.

OCTOBER 2020

Route 7

Route 7 is a weekday peak hour service and follows the Beaumont Unified School District (BUSD) academic calendar. This route is designed to service the passengers during the peak hours of the morning and afternoon to connect the westernmost portion of Beaumont residential areas with schools and connecting routes. The route services the masterplan communities commonly known in Beaumont as Fairway Canyon and Tournament Hills, providing transportation to both middle schools, as well as Beaumont High School.



In March of FY 20 and throughout FY 21, the Route 7 was suspended with the closing of BUSD due to the stay-at-home orders arising from COVID-19. Prior to the shutdown, the Route 7 was serviced by two buses and one sweeper. The Route was reinstated with its normal schedule when BUSD went back to in-person learning in August 2021 (FY 22).

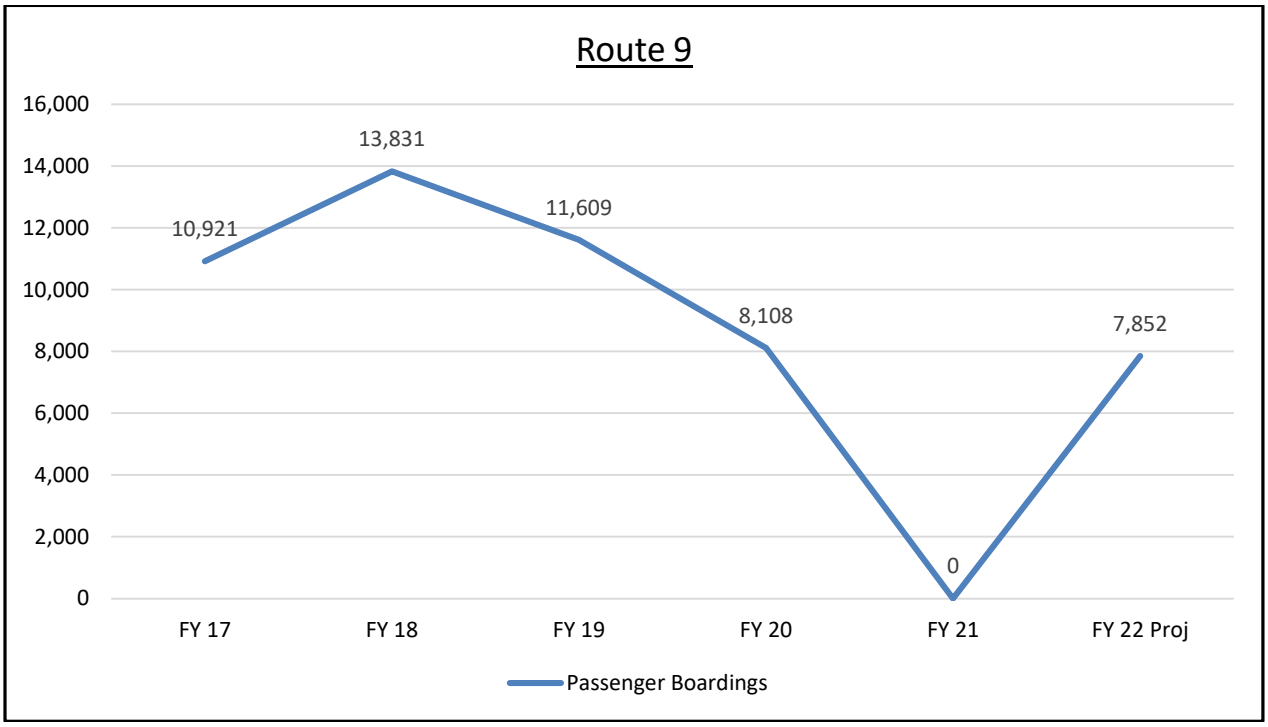
When school returned to in-person learning in FY 22, passenger boardings were like that which was seen before the shutdown in FY 20. Prior to the pandemic, passenger boardings on the Route 7 for the months of August and September were 2,684. For the same two months in FY 22, there were 2,480 passenger boardings which is an 8% decline.

Service on the Route 7 was reduced from two buses and a sweeper to a single bus in October 2021. When service was reduced in October 2021, average monthly boardings dropped to 1,513 passenger boardings over 2-month period (October-November) compared to the same months prior to the shutdown which was 2,852 boardings, a 47% decrease.

FY 22 is projected to have a 18% decline of passengers compared to FY 20 and a decline of 49% compared to FY 19. The Route 7 makes up 22.52% of systemwide passengers and 27.52% of fixed route passengers.

Route 9

Like the Route 7, Route 9 is a weekday peak hour service and follows the Beaumont Unified School District (BUSD) academic calendar. This route is designed to connect passengers during the morning and afternoon with the southernmost masterplan residential community commonly known as Seneca Springs with both middle schools, the high school, and connecting routes.



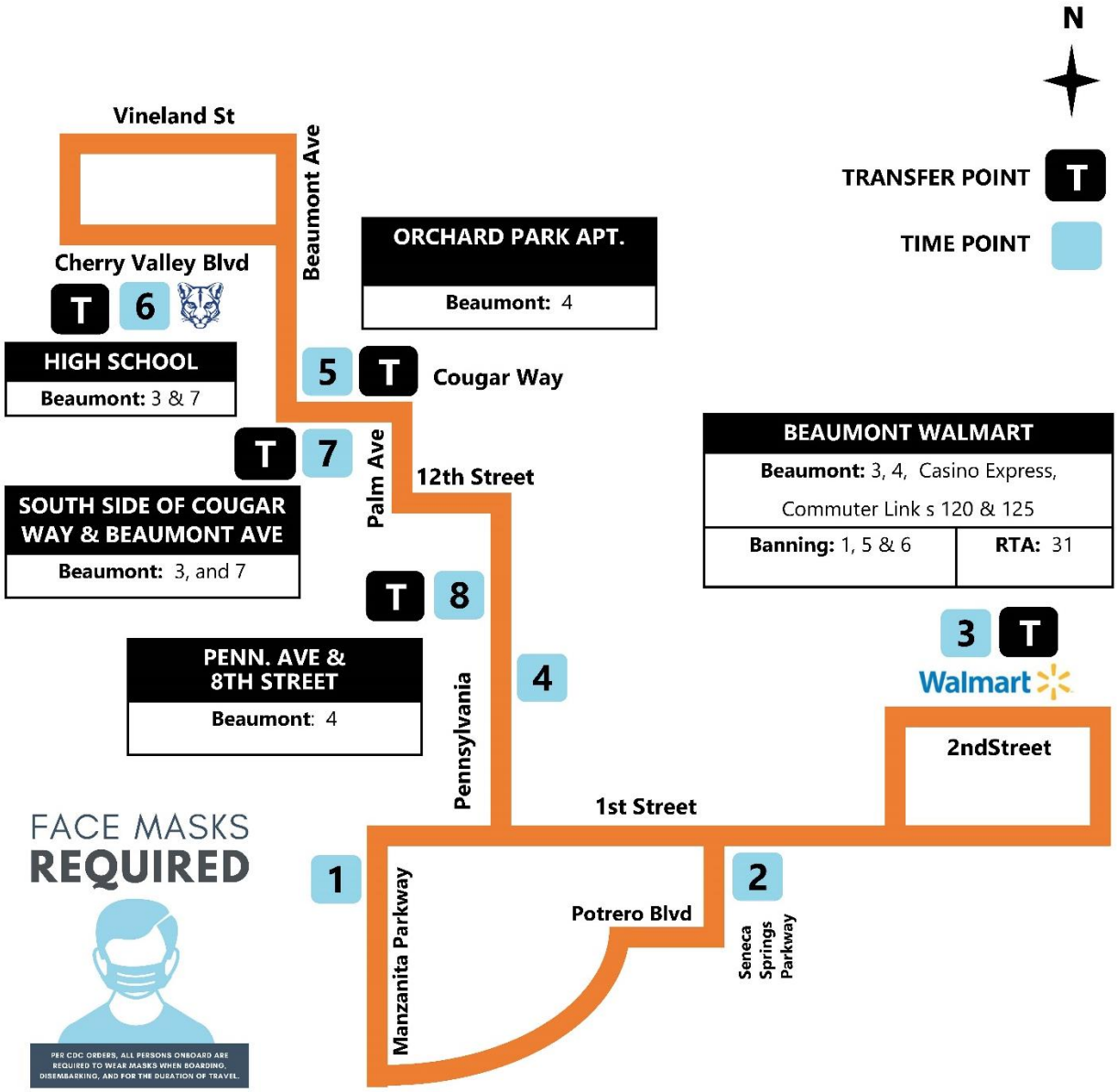
From March of 2020 and throughout FY 21, the Route 9 was suspended with the closing of BUSD due to the stay-at-home orders arising from COVID-19. The route went back into service when the school district went back into session in FY 22. The Route 9 schedule and level of service has not changed from what it was prior to the pandemic.

The Route 9 is projected to have 7,852 passenger boardings in FY 22. Compared to FY 19 there is a decline of 32%. Compared to FY 20, there is a decline of 3%. The Route 9 boardings make up 11.2% of systemwide passengers and 13.69% of fixed route passengers.

Since FY 22 is projected to end like FY 20, it is anticipated that this route will sustain with previous year's passenger boardings. However, since this is primarily a school route, the route success is contingent on middle school and high school students using the service. As students graduate and move on, there may be a fluctuation of passenger boardings year over year.

9 Seneca Springs | High School

WEEKDAY SERVICE | *When school is in session*



FACE MASKS **REQUIRED**

BEAUMONT TRANSIT

BEAUMONT TRANSIT

JUNE 2021

FIND YOUR BUS

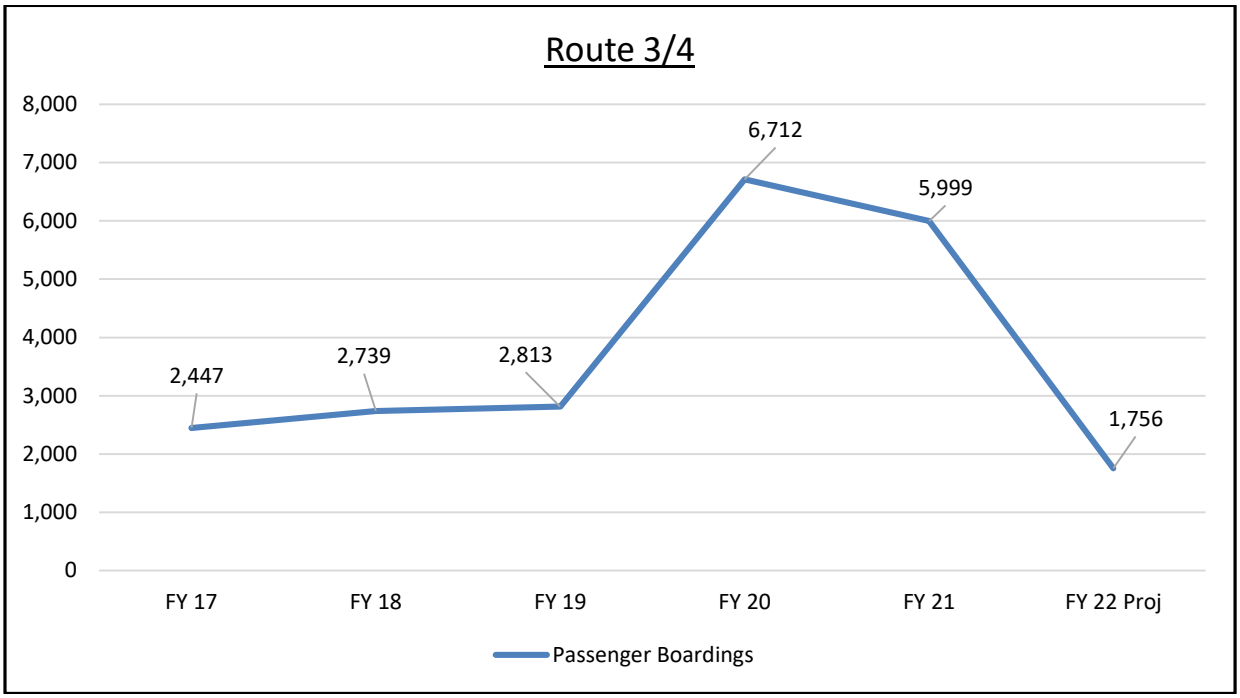
DOWNLOAD THE APP TODAY

Google play | App Store | DoubleMAP

Routing and timetables subject to change.

Route 3/4

The Route 3/4 is a one-hour headway Saturday only service. In addition to being in operation every Saturday, this route also operates on recognized limited-service holidays. This route is a combination of the weekday service areas of Route 3 and Route 4 and connects the downtown residential areas with places of interest such as the local library, the community center, several churches, schools, the downtown area, and the commercial area of Walmart.

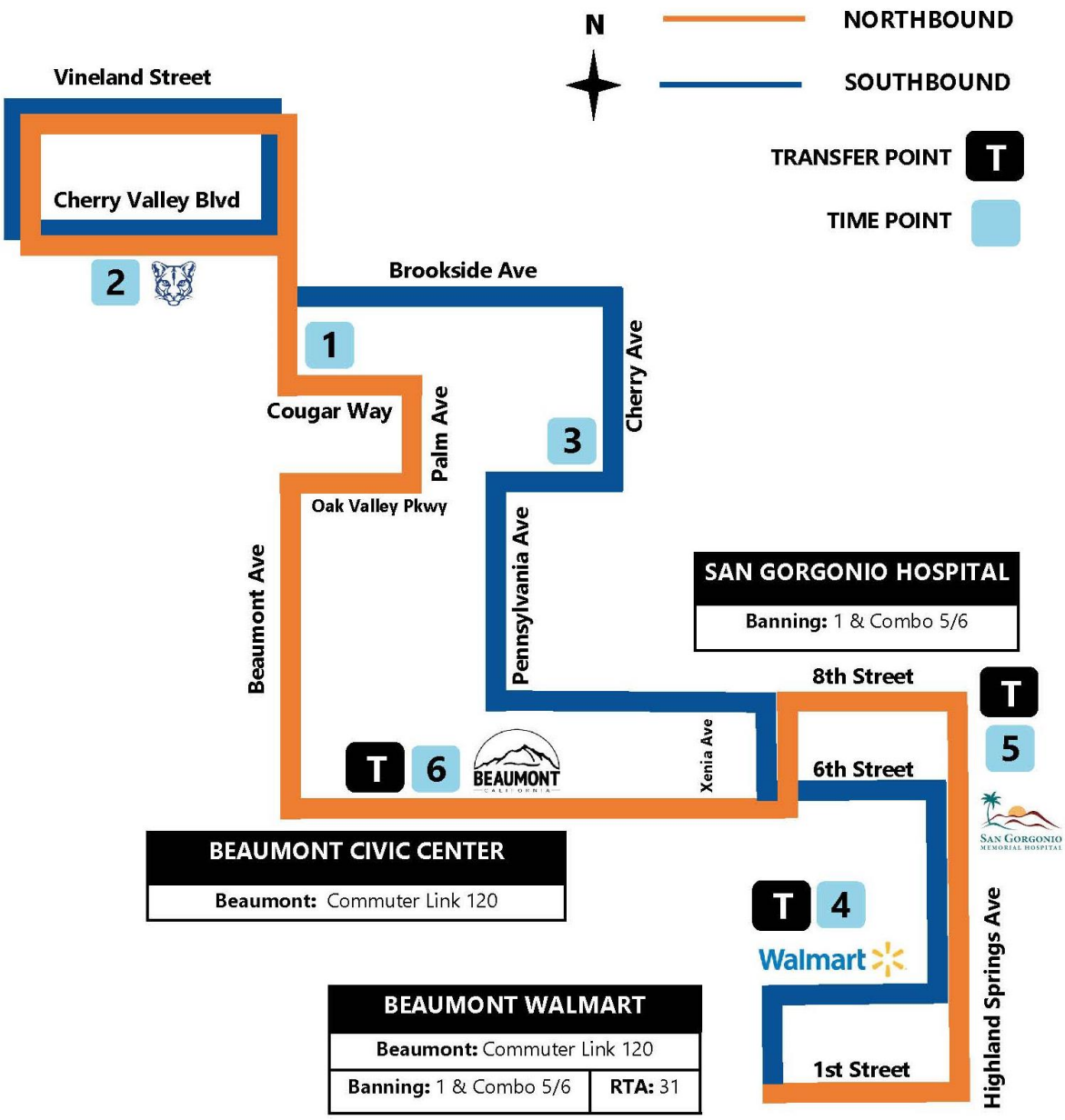


The Route 3/4, prior to March 2020, was a weekend route operating on Saturday and Sunday. For 6-months, the last quarter of FY 20 and the first quarter of FY 21, the Route 3/4 suspended Sunday service and took the place of the Route 3 and the Route 4 on weekdays. Operating 6 days a week, the Route 3/4 continued to offer service during the pandemic. This resulted in an upswing of passenger boardings in FY 20 and FY 21 when compared to previous years. In FY 22, the Routes 3 and 4 went back into service and the Route 3/4 is now a Saturday only route.

In FY 22, the Route 3/4 is projected to have 1,756 passenger boardings. FY 22 will not be compared to FY 20 and 21 because service in these two FY's was significantly more than what it normally did prior to the pandemic. Instead, compared to FY 19, FY 22 is a decline of 38% passenger boardings. Compared to FY 18, it is a 36% decrease. The declines are evident of the decline in service offered. Where service was offered on both Saturday and Sunday prior to the pandemic, it is now only a Saturday service. The Route 3/4 makes up 2.55% of systemwide passengers and 3.12% of all fixed route passengers.

3/4 Downtown Beaumont | Cherry Valley

SATURDAY | *Limited Holiday Service*



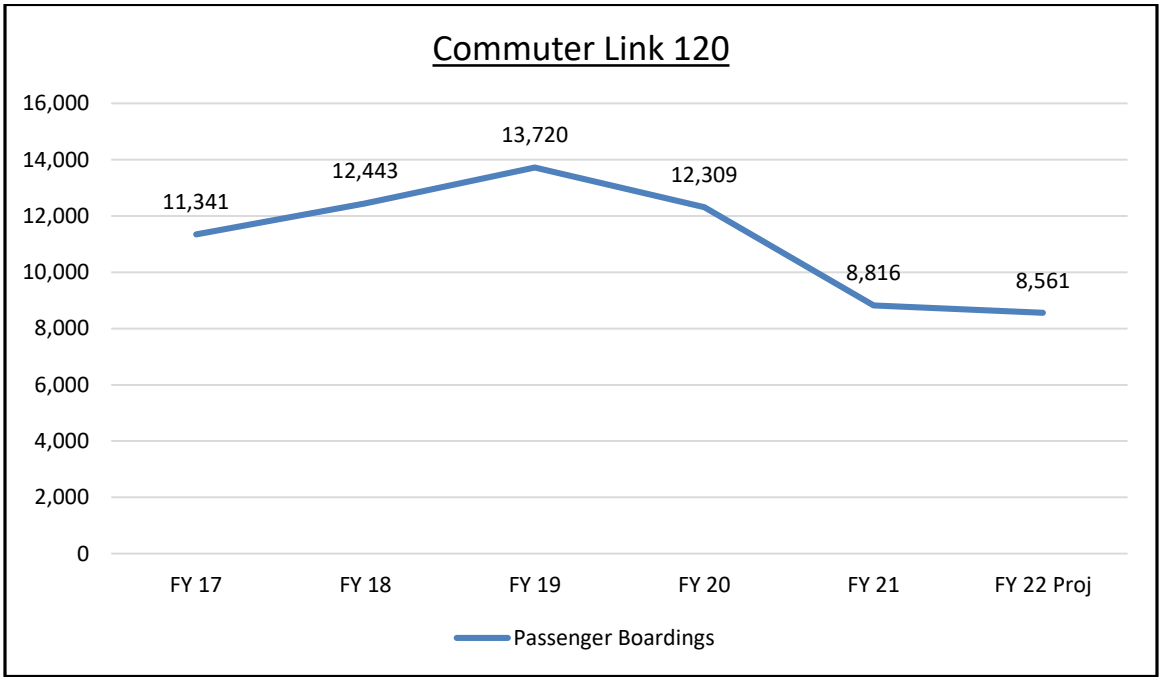
BEAUMONT TRANSIT

Routing and timetables subject to change.

OCTOBER 2020

Commuter Link 120

The Commuter Link (CL) 120 operates two buses Monday through Friday and has approximately a 45-minute headway from Beaumont to San Bernardino Transit Center (SBTC). The CL 120 transports passengers from Beaumont Walmart and Beaumont Civic Center to SBTC. The CL 120 also operates on Saturday and recognized limited-service holidays. On Saturday schedules, the CL 120 extends further than Walmart and connects passengers from the SBTC to Casino Morongo and outlet malls via the I-10 freeway.



During the last quarter of FY 20 (March 2020), the CL 120 passenger boardings dropped from an average of 101 passengers a day to 32 because of the Stay-at-Home order. Due to reduction of passengers, service hours on the 120 was reduced. Additionally, one of the two CL 120 buses was transformed into a combination 120/125 route because of suspension of service on the CL 125. In July of FY 22 the CL 120 service was put back into place with two dedicated buses along with adjustments to the route schedule.

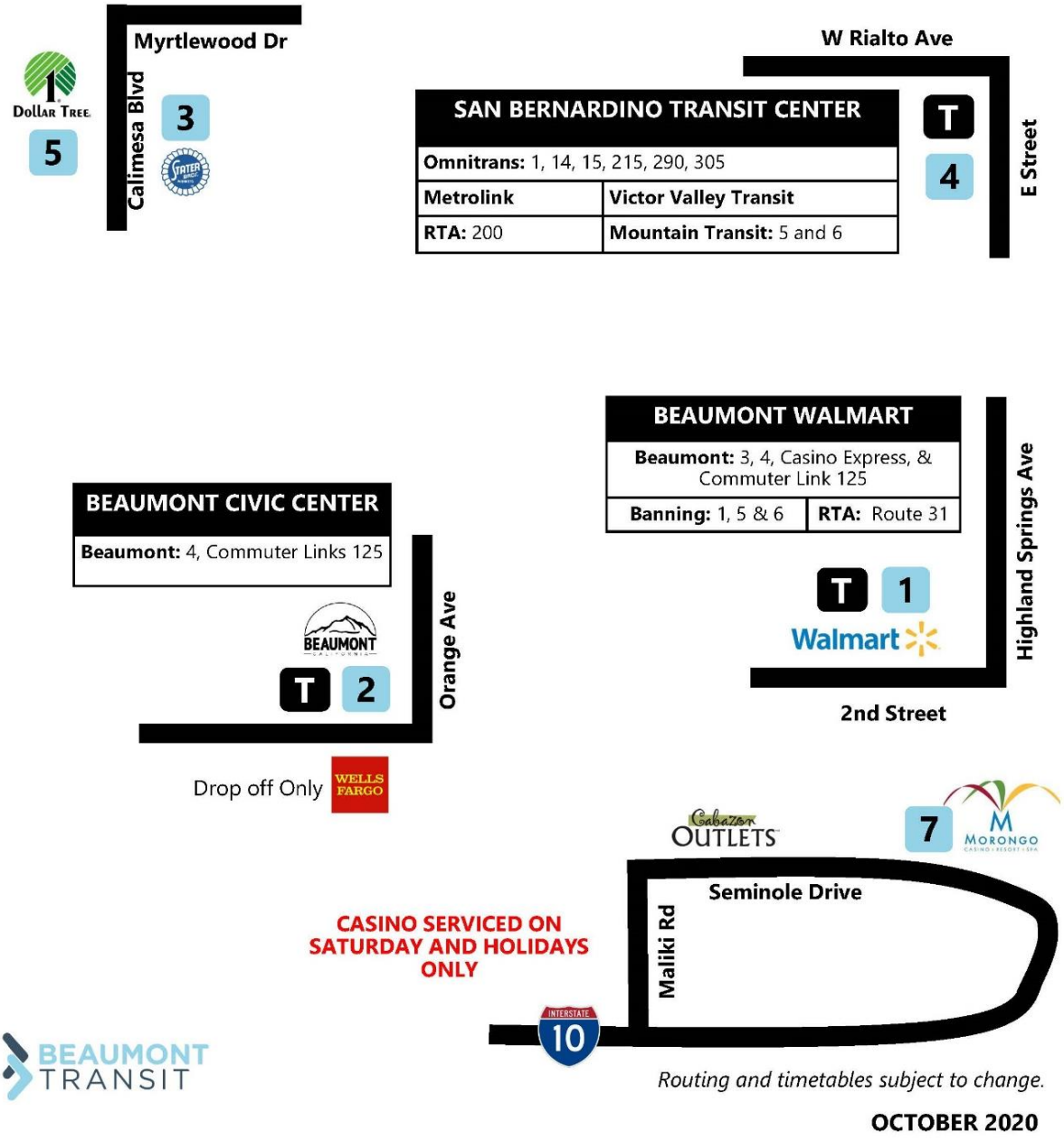
The projected passenger boardings in FY 22 is a decline of 30% when compared to FY 20 and a 38% decrease compared to FY 19. CL 120 accounts for 12.3% of passenger boardings systemwide. When compared to the Commuter Link 125, the CL 120 makes up 81% of the passengers using the commuting service.

The decline in passengers could be attributed to two factors. First, commuting passengers have not needed to commute because of working remotely. Second, Sunline launched its Commuter 10 that originates in the Coachella Valley with a stop in Beaumont before servicing Cal State University San Bernardino (CSUSB) campus in FY 22. It could be theorized that students who once used Beaumont's CL 120 to attend CSUSB are now using Sunline's service.

120 Beaumont | SB Transit Center

WEEKDAY SERVICE | *No Service on Holidays*

TRANSFER T **TIME POINT**



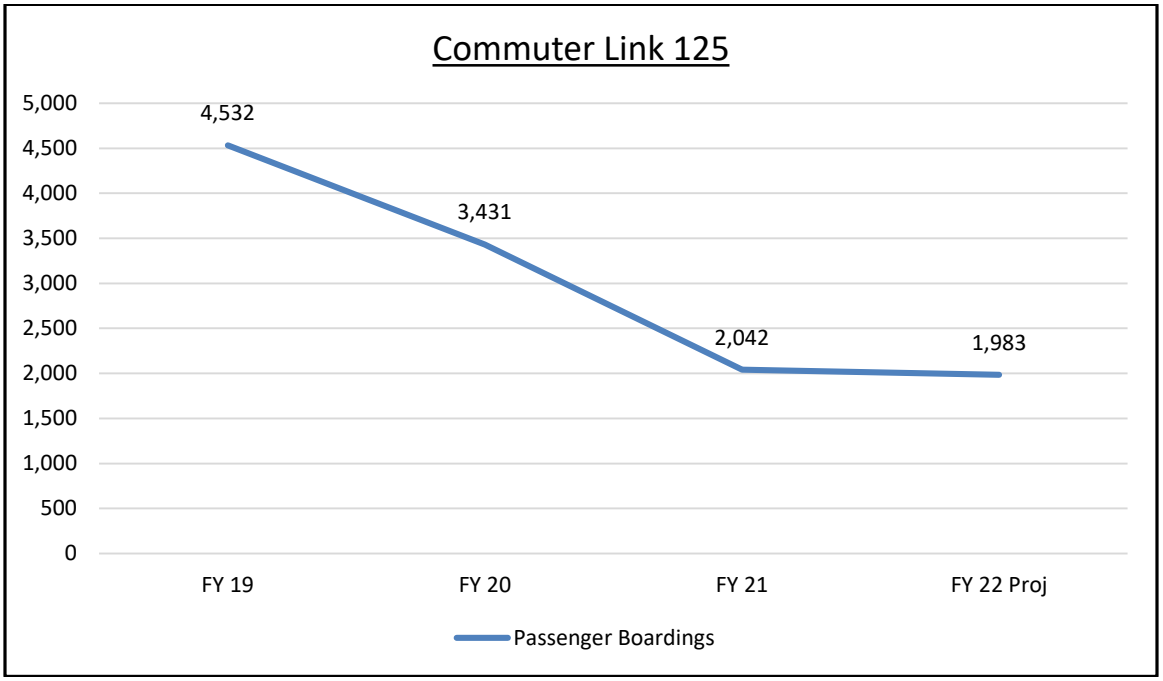
BEAUMONT TRANSIT

Routing and timetables subject to change.

OCTOBER 2020

Commuter Link 125

The Commuter Link (CL) 125 operates weekday service from Beaumont Walmart to San Bernardino County medical facilities, as well as recreational and employment opportunities. Originating from Beaumont Walmart, the CL 125 connects with Redlands Transit Center, Kaiser Redlands Medical Offices, and Loma Linda Veterans Affairs Hospital.



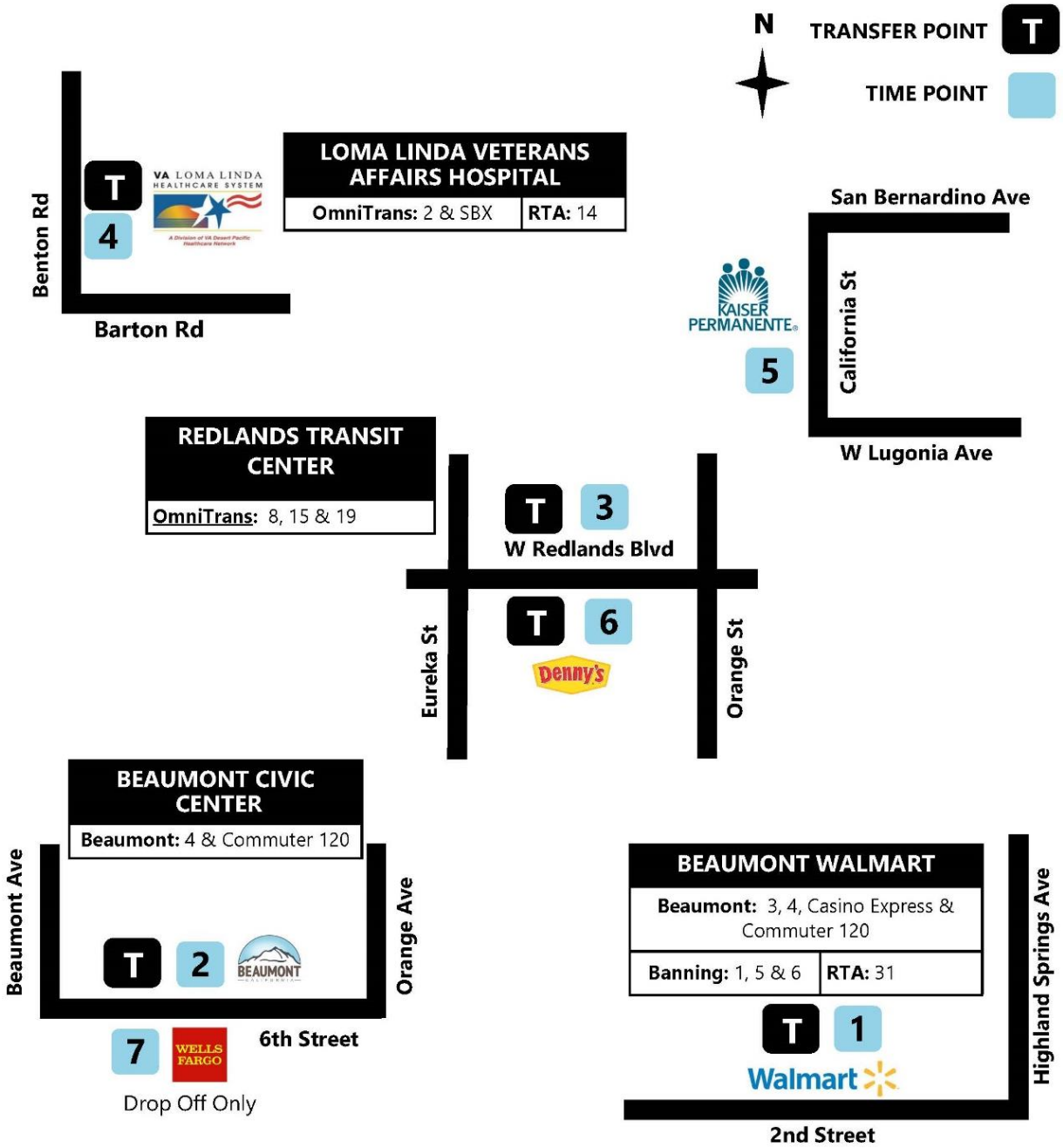
Launching in FY 19, the CL 125 provided the opportunity to separate the commuting passengers to those needing to get to the SBTC (on the CL 120) and those needing medical and recreational opportunities in Redlands/Loma Linda area. At the onset of the Stay-at-Home order in March 2020, the CL 125 service was suspended. The area normally serviced by the CL 125 was now served by a combination Route 120/125. The CL 125 service was suspended for 6 months from March 2020 (FY 20) to October 2020 (FY 21).

It is projected that FY 22 will end with 1,983 passengers which is a decline of 42% passenger boardings compared to FY 20 and a 56% decline compared to FY 19. CL 125 makes up 2.87% of systemwide passengers and 18.94% of commuting passengers.

The decline in passenger trips in FY 22 is likely still attributed to COVID. Most passengers that ride the CL 125 are traveling for doctor appointments at the Loma Linda VA or Kaiser Medical Center in Redlands. The VA Hospital had suspended seeing in person patients until recently which influences passenger trips.

125 Beaumont | Redlands | Loma Linda VA

WEEKDAY SERVICE | *No Service on Holidays*



BEAUMONT TRANSIT

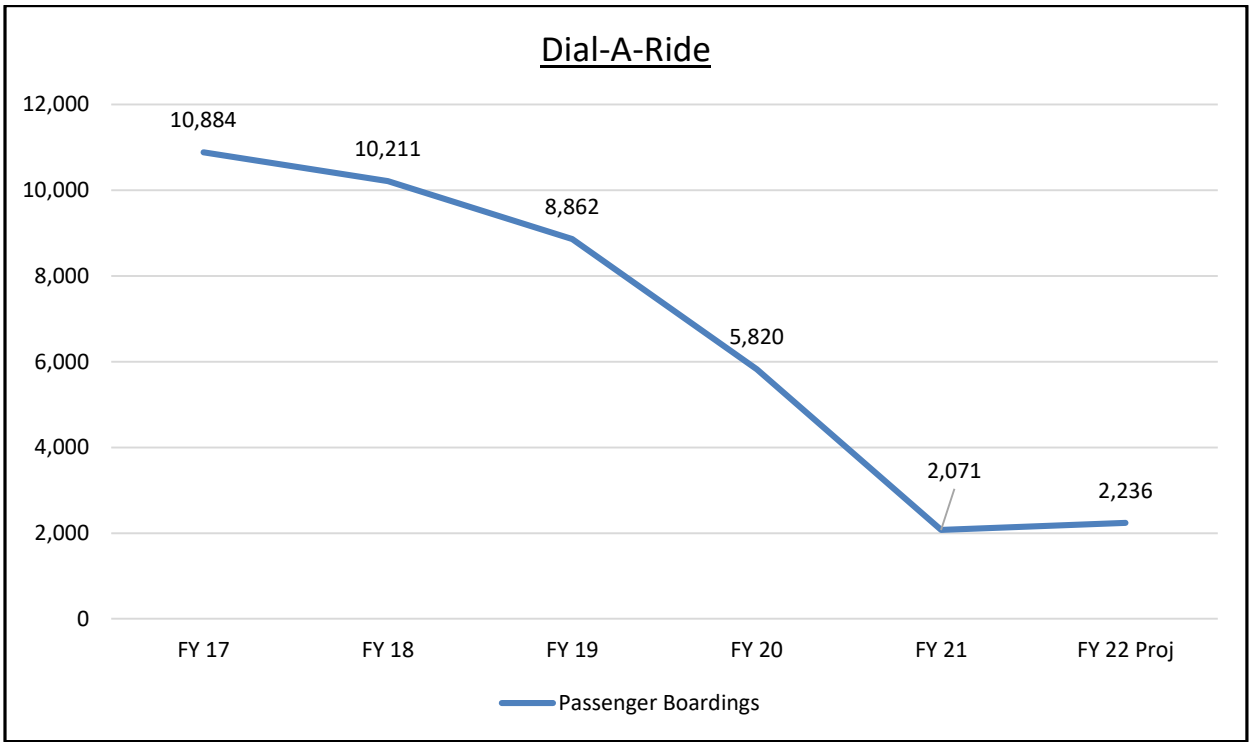
Routing and timetables subject to change.

OCTOBER 2020

Dial A Ride (Paratransit)

Beaumont Dial-A-Ride (DAR) is a reservation-based curb-to-curb, federally mandated, service for qualified passengers residing in Beaumont and parts of Cherry Valley and within ¾ of a mile from a Fixed Route.

In March of FY 20, qualified passengers were limited to those certified under the Americans with Disability Act (ADA). Prior to this time DAR services were offered to ADA as well as Senior (65+) passengers. Beaumont Transit honors and recognizes those passengers carrying ADA compliant identification cards from other agencies such as RTA and Omnitrans.



In FY 22, DAR is projected to finish the fiscal year with 2,236 passenger boardings and is a 8% increase compared to FY 21. To compare to FY 20 and prior FYs would not be useful since those years' service was extended to Seniors as well as ADA passengers. However, it may be useful that offering ADA only service in FY 21 and 22 has reduced the number of passengers boardings by 67% compared to other years when service was opened to Seniors as well. DAR makes up 3.01% of systemwide passengers in FY 22.

In summary, the following tables represent the plan of passenger boardings and route statistics by each route. Additionally, the table offers a subsidy of passengers based on hour and mile of service. "BEA-1" is the budget established for administration and shop. These are expenses outside of the routes, and the cost it takes to conduct business including salaries, utilities, office supplies, etc.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.3 - SRTP Route Statistics
City of Beaumont -- 2
FY 2022/23
All Routes

Data Elements

Route #	Day Type	Peak Vehicles	Passengers	Passenger Miles	Revenue Hours	Total Hours	Revenue Miles	Total Miles	Operating Cost	Passenger Revenue	Measure-A Revenue	LCTOP Revenue
BEA-1	All Days								$850,776	$10,000		
BEA-120	All Days	2	9,420	264,325	6,150	6,645	180,000	186,400	$549,877	$24,500	$80,000	$10,000
BEA-125	All Days	1	2,180	50,512	2,302	2,507	53,377	55,221	$348,479	$5,500	$60,000	$6,000
BEA-3	All Days	1	12,288	58,983	2,737	3,004	33,800	36,085	$160,055	$12,000	$0	$3,000
BEA-3/4	All Days	1	1,931	9,269	490	540	6,449	6,815	$0	$1,000	$0	$1,000
BEA-4	All Days	1	19,500	93,600	2,970	3,215	33,370	35,900	$212,350	$17,000	$0	$7,000
BEA-7	All Days	1	17,460	101,268	601	870	11,180	13,901	$90,113	$0	$0	$23,000
BEA-9	All Days	1	8,637	50,095	507	720	7,050	8,950	$84,246	$0	$0	$10,000
BEA-CExp	All Days	1	3,146	18,247	1,868	2,040	43,520	45,825	$273,683	$3,000	$0	$2,000
BEA-DAR	All Days	1	2,460	10,578	1,166	1,370	13,115	15,005	$162,038	$7,000	$0	$0
		10	77,022	656,877	18,791	20,911	381,861	404,102	$2,731,617	$80,000	$140,000	$62,000

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Table 2.3 - SRTP Route Statistics
City of Beaumont -- 2
FY 2022/23
All Routes

Performance Indicators

Route #	Day Type	Net Subsidy	Operating Cost Per Revenue Mile	Operating Cost Per Revenue Mile	Cost Per Passenger	Farebox Recovery Ratio	Subsidy Per Passenger	Subsidy Per Passenger Mile	Subsidy Per Revenue Hour	Subsidy Per Revenue Mile	Passengers Per Hour	Passengers Per Mile
BEA-1	All Days	$840,776				1.17%						
BEA-120	All Days	$525,377	$89.41	$3.05	$58.37	20.82%	$55.77	$1.99	$85.43	$2.92	1.53	0.05
BEA-125	All Days	$342,979	$151.38	$6.53	$159.85	20.51%	$157.33	$6.79	$148.99	$6.43	0.95	0.04
BEA-3	All Days	$148,055	$58.48	$4.74	$13.03	9.37%	$12.05	$2.51	$54.09	$4.38	4.49	0.36
BEA-3/4	All Days	($1,000)	$0.00	$0.00	$0.00		($0.52)	($0.11)	($2.04)	($0.16)	3.94	0.30
BEA-4	All Days	$195,350	$71.50	$6.36	$10.89	11.30%	$10.02	$2.09	$65.77	$5.85	6.57	0.58
BEA-7	All Days	$90,113	$149.94	$8.06	$5.16	25.52%	$5.16	$0.89	$149.94	$8.06	29.05	1.56
BEA-9	All Days	$84,246	$166.17	$11.95	$9.75	11.86%	$9.75	$1.68	$166.17	$11.95	17.04	1.23
BEA-CExp	All Days	$270,683	$146.51	$6.29	$86.99	1.82%	$86.04	$14.83	$144.91	$6.22	1.68	0.07
BEA-DAR	All Days	$155,038	$138.97	$12.36	$65.87	4.31%	$63.02	$14.66	$132.97	$11.82	2.11	0.19
		$2,651,617	$145.37	$7.15	$35.47	10.32%	$34.43	$4.04	$141.11	$6.94	4.10	0.20

2.5 Productivity Improvement Efforts

Beaumont encourages participation and insights from our customers and the public. Customer satisfaction is our number one priority, and we encourage feedback. All customer comments and complaints are considered and generally resolved immediately. As a small agency, requests for new stops or an adjustment in timepoints are easily resolved.

The reduction of service in FY 21 and into FY 22 throughout the transit industry and our connecting agencies has been difficult to ensure that passengers can connect with other agencies. However, as routes and schedules begin to stabilize, Beaumont monitors the schedules in correspondence with other agencies. Metrolink, RTA, Omni, and Banning Connect schedules are all reviewed, and changes are made usually in response to a change in the larger agencies' schedules. Our goal is to ensure that transit passengers can connect with other agencies to complete their trip.

Currently, Beaumont uses several products to keep passengers connected with system information and announcements. These products are Facebook, Instagram, Double Map (a web based real time GPS bus locating system), and Google Transit.

A comprehensive operations analysis (COA) was completed in FY 21, just as the pandemic effected the travel patterns and predictability of movements of passengers. The findings of the study offer recommendations for a five-year action plan with three phases. Some recommendations have already been implemented, while other recommendations are in the planning stages as we move into post-pandemic service. A discussion of the COA can be found in chapter 3 of this document.

2.6 Major Trip Generators

It is estimated that nearly 60% of Beaumont Transit's current passengers attend Beaumont schools. Primary travel patterns are between residential neighborhoods and middle and senior high schools during peak hours-morning and afternoon. Unfortunately, this type of service as identified in the COA study is problematic for the transit operators. Operating at peak hours typically involves multiple vehicles and staff operating during a concentrated period and around the school start and end times. School service requires too many resources for the level of

service provided. The COA recommends Beaumont Transit incorporate the service of schools within its regular routes where possible rather than having specific peak hour service.

Earlier, in Chapter 1.2, demographics of Beaumont state that 62% of Beaumont's population over the age of 16 participate in the workforce. Further, the mean travel time of Beaumont residents is 36 minutes to work. This means that most of Beaumont's adult population drives over 30 minutes to get to work and is generally not in town most of the day. As a result, Beaumont Transit identifies a need to continue to focus on regional transportation as a means of sustainability. Beaumont Transit offers two commuting services that connects passengers to regional agencies. The Commuter Link 120 has historically been the single route that has gained the most passengers year over year, until circumstances in FY 20 with the pandemic and the introduction of Sunline's Commuter 10 in FY 22 interrupted the pattern.

2.7 Recent Service Changes

Beaumont Transit suspended and reorganized service on many routes late FY 20 and early FY 21 due to the Stay-At-Home Order. Service was still offered to the areas but accomplished with combination routes. Service has gotten back to normal in FY 22 and all routes that were operating in FY 20 are now operating again, albeit some with shortened schedules. We hope to increase service to pre-pandemic levels and beyond in FY 23.

Casino Express

The Casino Express began service in August 2020. It is an express service from Beaumont Walmart to Casino Morongo and the Outlet Malls. When the Route 2 was dissolved, the Casino Express was created as a direct response from passengers needing transportation to their places of employment.

Commuter Link 125

In cooperation with Omnitrans, additional stops were added to the Commuter Link 125 to increase efficiency and connectivity. Additional eastbound and westbound stops at the Redlands Transit Center were added. The Redlands Transit Center offers passengers connection ability to Omnitrans buses into areas of San Bernardino, Redlands, and Yucaipa that were normally not an option unless traveling to San Bernardino Transit Center on Commuter Link 120. The addition to the Transit Center will be beneficial to passengers when the Redlands Arrow project is completed.

CHAPTER 3 – FUTURE SERVICE PLANS, FARE CHANGES, CAPITAL PLANNING, AND MARKETING

3.1 Planned Service Changes

The approved COA document finalized in November 2020 outlines several recommendations for service route and schedule enhancements. See Chapter 1. For FY 23, Beaumont Transit has identified connectivity as an importance for our passengers. As public transit moves into post pandemic, route schedules and times are becoming fixed rather than fluctuating. To

accommodate our passengers back to work and school, these areas will be identified and adjusted in FY 23:

- Adjust timepoints on Route 3 to service needs of Cherry Valley and High School start times.
- Adjust and increase service on Route 125 in preparation for the Redlands Arrow train operation.
- Work with private employers to develop relationships to bring public transportation service to the industrial areas of Beaumont.
- Enhance connectivity with other agencies including Banning, RTA, and Metrolink

3.2 Future Marketing Plans, Studies, and Promotions to Promote Ridership

Free Fare Promotion
Beaumont Transit has secured funding for both Beaumont Transit and Banning Connect to offer free fare to Senior, Disabled, Veteran, and Student passengers. This promotion will begin once funding is received, likely August 2022 and should tentatively sustain through August 2023.

As part of the Free Fare Promotion, Beaumont and Banning will advertise our services heavily with print material, posters, social media, flyers, rider appreciation outreach with swag, to promote the promotion and our agencies.

Advertising
Beaumont Transit passenger base has declined significantly due to COVID. Additional advertising funding has been included in the operations budget of our routes to promote the service and gain/regain passengers. Taking advantage of the last year of no penalties for not meeting farebox, and our reality of moving from a rural to an urban agency, Beaumont will take steps to promote the system by conducting surveys, operating contests, providing facetime to our community, procuring swag for giveaways, etc.

Increase Community Involvement
Throughout the year our service is marketed with not only free fares, but visible appearances, as well. The opportunity to present the service and fleet to a captive audience has had positive effects with the community that would have normally not considered public transit.

Multiple marketing and promotional appearances are attended throughout the year. Informational booths at back-to-school nights and orientations are attended by staff. Additionally, entries in local parades, free rides to all Veterans during the annual Veteran's Expo, the holiday 'Stuff the Bus' food drive, rider appreciation events, and multiple community presentations and events, are all included in promotions to promote ridership and expose choice riders to public transportation.

Beaumont offers free shuttle service to the annual signature event, the Cherry Festival, located in the downtown area of Beaumont. This annual festival, arts/crafts, food, and live

entertainment gathering is a four-day event with attendance of over 50,000 throughout the four days.

Micro Transit Feasibility Analysis
The COA proposed incorporating a regular schedule in the outlying areas of Beaumont to the west in the area known as Olivewood, Fairway Canyon, and Tournament Hills. In the past, service to this area has been largely unused and buses would ride empty most of the day except for in the peak hours. As a result, service is offered only during the peak hours. However, as the community grows and demographics change, it may be possible to offer a different form of service to the area during the off-peak hours using a micro transit service. In FY 23, an analysis for feasibility will be solicited for the addition of a micro transit service in Beaumont. Particularly in the outlying areas of Beaumont where fixed route is not currently offered.

Enhance Bus Prediction Platform
Beaumont Transit will be moving away from Double Map software to Swiftly in FY 23. Swiftly allows for real-time bus prediction ability of our routes that will tell passengers in real time how far away the bus is from where they are standing. This is an ideal platform as we move ADA required onboard announcements of upcoming stops and places of interest while on the bus. This technology will also serve connectivity with the Redlands and San Bernardino Transit Center that has real time arrival messaging boards for passengers.

Travel Training
Beaumont Travel Training program was suspended during COVID, and a return of the program is planned for FY 23. This program shows passengers how to ride Beaumont Transit to the San Bernardino Transit Center to connect with the Metrolink for trips outside of the region. Past training events took passengers to Los Angeles Union Station, West Hollywood, and Oceanside.

3.3 Projected Ridership Growth

Projected ridership growth is problematic to predict. However, it is reassuring that the passenger boardings has increased 89% when compared to FY 21. It will take a while to get back to FY 20 and even longer to get to FY 19 numbers. Usually, agencies strive for a 2-3% increase in passengers year over year, but Beaumont Transit is optimistic to gain 10% passenger boardings compared to projected FY 22 boardings. This 10% gain in passenger boardings is still a decline of 22% compared to FY 20.

3.4 Proposed Fare Structure Changes

Beaumont Transit's last update to the fare schedule occurred in July 2019 (FY 20). As part of the COA, a recommendation has been included to increase fares by 20%. Beaumont Transit does not feel that now is the good time to implement this recommendation. It is proposed that in FY 25 the fare schedule will be adjusted.

The COA also recommends Mt. San Jacinto College (MSJC) Go Pass program be evaluated and eliminated. The Go Pass is a voted-in Associated Student Body (ASB) program at MSJC authorizing an additional fee for students during registration. That fee is entirely allocated to RTA to subsidize free fare to all MSJC students on RTA's routes. Beaumont has traditionally

honored the Go Pass program without receiving subsidies. The past two Triennial Performance Audits have noted that Beaumont should be subsidized or take their own vote to the student body. Beaumont's Route 2, before it was canceled, brought passengers within proximity to the MSJC satellite campus at Sunset/Westward in the city of Banning. Since the Route 2 was eliminated in FY 20, Beaumont Transit no longer has a route in proximity to MSJC. Therefore, in FY 23 the free fare for Go Pass MSJC students will be removed from the fare schedule. However, it should be noted that all students, including MSJC students, will receive free fare through FY 23 due to an LCTOP free fare grant.

3.5 Capital Improvement Planning

CNG Fueling Station

Fourteen of Beaumont Transit's twenty-two buses are CNG fuel; however, Beaumont Transit does not have a fueling station. In conjunction with the Maintenance and Operations project, the parcel located on the corner of 4th Street and Veile Drive in Beaumont will be the site of a CNG fueling station. The station will be open to the public for fast fill as well as slow-fill capabilities for the buses.

The city of Beaumont is currently in the planning stages of the CNG station and working with So Cal Gas Company for design and construction. Additionally, land lease agreements are being discussed with Waste Management for slow fill capabilities for part of their fleet. The location of the CNG station will be at the same location of the Maintenance and Operations Facility.

Maintenance and Operations Facility

In FY 19, Beaumont Transit purchased a 6-acre parcel in the industrial area of Beaumont. Located next to the Wastewater Treatment Facility, Transit and Public Works are combining efforts to develop the vacant parcel into a maintenance and operations facility for Transit as well as Public Works.

Bus Stop Placement Policy and Improvement Plan

The consultant completing the COA recommends developing a Bus Stop Placement Policy. This policy would clearly define how far apart bus stops should be placed as well as activity level needed to add amenities (such as shelters/benches) to the stop. The policy will also set guidelines for the addition or removal of bus stops.

Alternative Fuel Migration- Rolling Stock Replacement Plan

Beaumont Transit is currently being evaluated in conjunction with a project head by RCTC. The "Zero-Emission Bus Rollout and Implementation Plans" is a county wide, small agency, study to evaluate the operational and financial impacts of a full fleet conversion to battery-electric or hydrogen fuel cell fleet. Based on the findings of the ZEB study, Beaumont Transit will create a plan and begin the process of replacing vehicles with zero emissions buses.

Beaumont Transit

Short Range Transit Plan

FY 2022/2023

Table 3 Highlights

- Free Fare Promotion in partnership with Banning Connect to offer free fares to Seniors, Disabled, Veterans, and Students.
- Increase advertising and passenger outreach
- Increase community involvement and visibility
- Conduct a micro transit feasibility analysis
- Enhance bus prediction availability
- Reinstate travel training program
- Eliminate Go Pass

Type	FY 19/20 Audited	FY 20/21 Audited	FY 21/22 Estimate (Based on 3rd Qtr actuals and annualized)	FY 22/23 Plan
Systemwide Ridership	127,144	39,201	70,007	77,007
Expenses	3,260,922	3,203,538	2,129,555	2,771,617
Revenues	236,830	300,115	255,381	322,000
Farebox Recovery Ratio	7.26%	9.37%	11.99%	11.62%

CHAPTER 4 – FINANCIAL PLANNING

4.1 Operating and Capital Budget

Operating Budget
As shown in Table 4 of this plan, represented on the following page, Beaumont Transit projects total expense is $2,771,617. This is the amount to fully operate Beaumont Transit in FY 23 and is an 11.62% farebox ratio plan without excluding routes.

Included in that amount is:

- $2,449,617 from Local Transit Funds,
- $140,000 in Measure A funding,
- $70,000 in farebox revenues projection,
- $62,000 in Beaumont LCTOP free fare
- $40,000 in Banning LCTOP free fare
- $10,000 in other income. Primarily from revenues of the electric vehicle charging station.

This equals an increase of 0.52% increase in funding compared to FY 22. Operational funding is allocated to 80% in personnel, 10% in maintenance and operations, and 10% in contractual services.

City of Beaumont
FY 2022/2023
Summary of Funds Requested
Short Range Transit Plan

Table 4 - Summary of Funds Requested for FY-2022/2023

Project Description	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Interest & Other Income	Farebox Recovery
Operations	$ 1,397,540	$ 1,313,540				$ 44,000	$ 30,000	$ 10,000	
LCTOP Banning Free Fare Promotion	$ 40,000					$ 40,000			
Casino Express	$ 273,683	$ 268,683				$ 2,000	$ 3,000		
Commuter 120	$ 549,877	$ 435,377	$ 80,000			$ 10,000	$ 24,500		
Commuter 125	$ 348,479	$ 276,979	$ 60,000			$ 6,000	$ 5,500		
Dial A Ride	$ 162,038	$ 155,038					$ 7,000		
Subtotal: Operating	**$ 2,771,617**	**$ 2,449,617**	**$ 140,000**	**$ -**		**$ 102,000**	**$ 70,000**	**$ 10,000**	**11.62%**

Project Description	RCTC Capital Project Number	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Other Income	
2- 32' EZ Rider II CNG Buses	23-01	$ 1,700,000			$ 1,700,000					
Microtransit Feasibility Analysis	23-02	$ 100,000	$ 100,000							
Shop Truck	23-03	$ 150,000			$ 150,000					
2- Electric Support Vehicles	23-04	$ 80,000			$ 80,000					
Bus prediction platform and tablets	23-05	$ 260,000			$ 260,000					
		$ 2,290,000	**$ 100,000**		**$ 2,190,000**		**$ -**	**$ -**	**$ -**	0
Total: Operating & Capital		**$ 5,061,617**	**$ 2,549,617**	**$ 140,000**	**$ 2,190,000**		**$ 102,000**	**$ 70,000**	**$ 10,000**	

Tables 4A

2- EZ Rider II CNG Buses (Project 23-01)

Beaumont Transit proposes to purchase two CNG EZ Rider II buses. These buses are full size transit buses and have a seated capacity of 30 passengers. These buses will replace an aging cutaway type bus, have a higher seating capacity, and will be utilized on our fixed route system.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FY 2022/23 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification

Original

Project Number: 23-01

FTIP No: Not Assigned - New Project

Project Name: 23-01 Replacement Vehicles EZ Rider II

Category: Bus

Sub-Category: Replacement

Fuel Type: CNG

Project Description: Replace gas cutaways with full size CNG vehicles

Project Justification: Aging vehicle replacement

Project Schedule:

Start Date	Completion Date
July 2022	June 2023

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2022/23	$1,700,000
Total		$1,700,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Micro Transit Feasibility Analysis (Project 23-02)

The city of Beaumont has several large outlying communities that are only serviced peak hours during the academic school district calendar. The COA has recommended that service to these areas be analyzed for feasibility into a regular schedule outside of the school district calendar. Historically, these communities have had no need for public transportation. However, as the areas and demographics change, micro transit could be a solution to servicing the outlying areas.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FY 2022/23 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification

Original

Project Number: 23-02

FTIP No: Not Assigned - New Project

Project Name: 23-02 Microtransit Feasibility Analysis

Category: Planning/Feasibility

Sub-Category: Study

Fuel Type: N/A

Project Description: Conduct an analysis to determine if Microtransit is an option for the City of Beaumont

Project Justification: Many outlying areas of Beaumont are dense with homes but limited in daytime population to warrant a fixed route service. Microtransit may be a solution to offer service to all of Beaumont without expending too many resources.

Project Schedule:

Start Date	Completion Date
July 2022	June 2023

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
LTF	FY 2022/23	$100,000
Total		$100,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Shop Truck (Project 23-03)

The shop truck currently being used by our mechanic staff to respond to service and maintenance calls is a 1999 vehicle This project will allow for the purchase of a new shop vehicle with a lift, compressor and locking toolbox.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FY 2022/23 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification

Original

Project Number: 23-03

FTIP No: Not Assigned - New Project

Project Name: 23-03 Shop Truck

Category: Support Vehicles

Sub-Category: Replacement

Fuel Type: Gas

Project Description: Purchase of an outfitted shop truck for vehicle maintenance department to respond to road calls

Project Justification: Current shop truck is a 1999 that has served its useful life.

Project Schedule:

Start Date	Completion Date
July 2022	June 2023

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2022/23	$150,000
Total		$150,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

2-Electric Support Vehicles (Project 23-04)

Beaumont Transit has one Prius, a retired police car, and a retired police Explorer as shuttle vehicles for driver relief vehicles. The retired cars have come to Transit from other departments and have met their useful life.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FY 2022/23 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification

Original

Project Number: 23-04

FTIP No: Not Assigned - New Project

Project Name: 23-04 Two Electric Support Vehicles

Category: Support Vehicles

Sub-Category: Replacement

Fuel Type: Electric

Project Description: Replace two existing gas support vehicles with two electric support vehicles.

Project Justification: Replacing two gas vehicles that were donated to the transit department after being retired from the police department in the late 2010's. These vehicles have served its useful life.

Project Schedule:

Start Date	Completion Date
July 2022	June 2023

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2022/23	$80,000
Total		$80,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Bus Prediction Platform and Tablets (Project 23-05)

Upgrade bus prediction platform to a real-time bus prediction platform. Current system allows for passengers to log into their mobile or desktop device and see where the bus is on the route. New bus prediction platform will not only show passengers where the bus is located but predict how many minutes until the bus arrives at their stop. This is an instrumental step in a larger future project to install electronic displays at stops and onboard about approaching stops and approaching routes.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FY 2022/23 SRTP

City of Beaumont

Table 4.0 A - Capital Project Justification

Original

Project Number: 23-05 **FTIP No**: Not Assigned - New Project

Project Name: 23-05 Bus Prediction Platform and Tablets

Category: Vehicle Systems and Equipment

Sub-Category: Systems

Fuel Type: N/A

Project Description: Upgrade of the current system to GTFS-RT arrival platform. This is an app accessible on mobile or desktop that predicts arrivals of the vehicle to a particular stop.

Project Justification: Current system only shows where the bus is, but not an estimated time of arrival. This system will allow for an expansion of the project wherein we can create real-time technology at the stops to give annunciated arrival times.

Project Schedule:

Start Date	Completion Date
July 2022	June 2023

PROJECT FUNDING SOURCES (REQUESTED):

Fund Type	Fiscal Year	Amount
STA PUC99313	FY 2022/23	$244,640
STA PUC99314	FY 2022/23	$15,360
Total		$260,000

PRIOR YEAR PROJECTS OF A SIMILAR NATURE WITH UNEXPENDED BALANCE INCLUDING PROJECTS APPROVED BUT NOT YET ORDERED

FTA Grant No.	FTIP ID No.	RCTC/SRTP Project No.	Description

Fare Revenue Calculation

Table 4B Fare Revenue Calculation table reflects the historical and planned farebox ratio. This table offers a combination farebox ratios with and without exclusions.

FY 21 is audited with favorable farebox ratio primarily due to emergency funding provided by RCTC during the pandemic. This additional revenue, in the amount of $150,000 increased revenues significantly. In conjunction with lower expenses, this allowed for an increase in farebox recovery.

The estimated FY 22 farebox of excluded routes, reflects a lower farebox recovery ratio compared to when all routes are included. This is because to exclude revenues and expenses, also means excluding the Measure A revenue funding for the operations of the commuter links. The exclusion of $124,000 in Measure A funding alone is a significant source of revenue in a struggling transit system.

The plan for FY 23 is a similar situation to that estimated in FY 22. Two routes are excluded in FY 23: the Casino Express and Commuter Link 125. To exclude revenue and expenses from a commuter link also excludes the revenue, which lowers the overall farebox recovery ratio.

Audited figures account for system depreciation which lowers overall expenses. Depreciation is not accounted for in FY 22 or FY 23 estimated scenarios in Table 4B.

Beaumont Transit

Short Range Transit Plan

FY 2020/21- 2022/23

Table 4B Fare Revenue Calculation

(Consistent with RCTC Farebox Recovery Policy 3/12/2008

#	Revenue Sources Included in Farebox Calculation	FY 19/20 Audited	FY 20/21 Audited	FY 21/22 Estimated	FY 22/23 Plan
1	Passenger Fares	174,542	18,116	121,149	70,000
2	Other Income	2,288	3,153	10,232	10,000
3	LCTOP/Local Funds/ Measure A	0	278,846	124,000	242,000
4	Gross Revenue	176,830	300,115	255,381	322,000
5	Revenue Exclusion (Excluded routes & Measure A)	(58,940)	(9,394)	(178,452)	(116,500)
6	Net Revenue (1-4)	117,890	290,721	76,929	205,500
7	Gross Expenses	3,260,922	3,203,538	2,129,555	2,771,617
8	Total Exclusions (Excluded routes)	(1,752,533)	(1,912,655)	(1,016,913)	(662,162)
9	Net Expense (6-7)	1,508,389	1,290,883	1,112,642	2,109,455
10	Farebox Recovery Ratio excluded routes (Line 6 / Line 9)	7.82%	22.52%	6.91%	9.74%
11	Farebox Recovery Ratio systemwide- no exclusions (Line 4 / Line 7)	5.42%	9.37%	11.99%	11.62%

4.2 Funding Plans to Support Proposed Operating and Capital Program

Beaumont Transit continues to explore all available funding options to support transit operating and capital costs. Current secured funding includes STA, LCTOP, Carl Moyer, MSRC, and SGR grants but is void of any Federal funds.

As Beaumont moves into post pandemic and into an urban setting from our 2020 population census, our funding needs are speculative in nature currently. Depending on our farebox recovery ratio set in FY 24 and beyond, additional funding will need to be secured from local sources.

For this purpose, the next 3 FY's will be budgeted with a graduated farebox recovery ratio year over year in anticipation of the 2020 population Census implementation of a population over 50,000 persons.

FY 24 Proposed Budget

In FY 24, Beaumont Transit proposes an operational budget 3% higher than that proposed in this FY 23 budget when a 12% farebox recovery is the goal. LTF, Measure A, LCTOP, and other income is budgeted with a 3% increase. Farebox collections is anticipated at a 6% increase over that proposed in FY 23.

City of Beaumont
FY 2023/2024
Summary of Funds Requested
Short Range Transit Plan

Table 4.1 - Summary of Funds Requested for FY-2023/2024

Project Description	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Interest & Other Income	Farebox Recovery
Operations	$ 2,867,318	$ 2,523,106	$ 144,200		$ 51,400	$ 63,860	$ 74,452	$ 10,300	
Casino Express	$ -								
Commuter 120	$ -								
Commuter 125	$ -								
Dial A Ride	$ -								
Subtotal: Operating	**$ 2,867,318**	**$ 2,523,106**	**$ 144,200**	**$ -**	**$ 51,400**	**$ 63,860**	**$ 74,452**	**$ 10,300**	**12.00%**

Project Description	RCTC Capital Project Number	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Other Income	
Electric Charging Infrastructure	24-01	$ 1,000,000			$ 1,000,000					
2- Electric Bus	24-02	$ 2,000,000			$ 2,000,000					
Bus Stop Placement/Improvement Plan	24-03	$ 30,000	$ 30,000							
Predictive Arrival Technology	24-04	$ 250,000			$ 250,000					
Admin & Operations Facility	24-05	$ 2,000,000			$ 2,000,000					
		$ 5,280,000	**$ 30,000**		**$ 5,250,000**		**$ -**	**$ -**	**$ -**	0
Total: Operating & Capital		**$ 8,147,318**	**$ 2,553,106**	**$ 144,200**	**$ 5,250,000**		**$ 63,860**	**$ 74,452**	**$ 10,300**	

FY 25 Proposed Budget

In FY 25, Beaumont Transit continues to propose an operational budget of 3% increase over FY 24 with a tentative 14% farebox recovery ratio. LTF, Measure A, LCTOP, and other income is budgeted with a 3% increase over FY 24. Farebox collections is anticipated at a 6% increase over that proposed in FY 24. The increase in farebox should reflect the growth of passengers as the system recovers and outreach efforts come to fruition.

City of Beaumont
FY 2024/2025
Summary of Funds Requested
Short Range Transit Plan

Table 4.2 - Summary of Funds Requested for FY-2024/2025

Project Description	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Interest & Other Income	Farebox Recovery
Operations	$ 3,021,726	$ 2,598,800	$ 148,526		$ 119,000	$ 65,800	$ 79,000	$ 10,600	
Casino Express	$ -								
Commuter 120	$ -								
Commuter 125	$ -								
Dial A Ride	$ -								
Subtotal: Operating	**$ 3,021,726**	**$ 2,598,800**	**$ 148,526**	**$ -**	**$ 119,000**	**$ 65,800**	**$ 79,000**	**$ 10,600**	**14.00%**

Project Description	RCTC Capital Project Number	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Other Income	
4- Electric Bus	24-01	$ 4,000,000			$ 4,000,000					
Bus Stop Improvements	24-02	$ 50,000			$ 50,000					
		$ 4,050,000	**$ -**		**$ 4,050,000**		**$ -**	**$ -**	**$ -**	0
Total: Operating & Capital		**$ 7,071,726**	**$ 2,598,800**	**$ 148,526**	**$ 4,050,000**		**$ 65,800**	**$ 79,000**	**$ 10,600**	

FY 26 Proposed Budget

Although not required for this SRTP, the following proposed budget for FY 26 is produced in anticipation of farebox recovery at 17%. This table serves for informational purposes to show the growing expenses but also the growing need for additional revenue sources to meet farebox ratio. Local funds are subsidizing the system heavily to meet the ratio.

In FY 26, Beaumont Transit continues to propose an operational budget of 3% increase over FY 25 with a tentative 17% farebox recovery ratio. LTF, Measure A, LCTOP, other income, as well as farebox collections is budgeted with a 3% increase over FY 25.

Capital projects are not included on the table.

City of Beaumont
FY 2025/2026
Summary of Funds Requested
Short Range Transit Plan

Table 4.3 - Summary of Funds Requested for FY-2025/2026

Project Description	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Interest & Other Income	Farebox Recovery
Operations	$ 3,224,996	$ 2,676,764	$ 152,982		$ 235,500	$ 67,750	$ 81,000	$ 11,000	
Casino Express	$ -								
Commuter 120	$ -								
Commuter 125	$ -								
Dial A Ride	$ -								
Subtotal: Operating	**$ 3,224,996**	**$ 2,676,764**	**$ 152,982**	**$ -**	**$ 235,500**	**$ 67,750**	**$ 81,000**	**$ 11,000**	**17.00%**

Project Description	RCTC Capital Project Number	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Other Income	
		$ -	$ -		$ -		$ -	$ -	$ -	0
Total: Operating & Capital		**$ 3,224,996**	**$ 2,676,764**	**$ 152,982**	**$ -**		**$ 67,750**	**$ 81,000**	**$ 11,000**	

4.3 Regulatory and Compliance Requirements

The American with Disabilities Act of 1990
The Dial-A-Ride service provides complimentary paratransit services as a required element of ADA. Although Beaumont Transit does not have an internal application process due to staffing constraints, all other public transit operators' identification cards are accepted as verification on all routes. For those passengers requiring DAR services, ADA applications are submitted and processed with Riverside Transit Agency (RTA).

Alternative Fueled Vehicles (RCTC Policy)
Beaumont Transit System operates thirteen CNG buses, two electric shuttles, and six gasoline powered vehicles. Future vehicle purchases, like all current purchases, will follow the RCTC and SCAQMD policies regarding alternative fuel for transit vehicles.

The State of California and California Air Resources Board has established a goal of transitioning all public fleet to electric buses by 2040. Beaumont is preparing for transition as our gas vehicles retire and intend to replace with zero emission buses as recommended by the current ZEB Analysis being conducted by a consultant on behalf of RCTC.

DBE, EEO, and Title VI
Beaumont Transit System does not utilize federal funds for operating expenses. As such, DBE, EEO, and Title VI requirements do not currently apply to this public transit operator.

Triennial Performance Audit
RCTC retained the services of Michael Baker International to conduct the TDA triennial performance audit of the public transit operators under its jurisdiction in Riverside County, including Beaumont Transit, for Fiscal Years 2018-2019 through 2020-2021.

At the time of this report's publication, TDA audit was not available to include. Triennial audit information from 2018 is included in the following Table 4.5

Beaumont Transit

Short Range Transit Plan

FY 2022/2023

Table 4.5 TDA Triennial

Audit Recommendations	Action Taken and Results
Prepare and submit separate State Controller Transit Operators Financial Transactions Reports for public transit and specialized service.	Completed
Continue to work with RTA and Mt. San Jacinto College on fare revenue reimbursement from the College GO-PASS Revenue Agreement.	Eliminate Go Pass for FY 23
Include a link to Banning Transit on the Beaumont Transit web page.	Completed
Report mechanical road calls and other vehicle operation metrics in TransTrack Manager.	Ongoing

4.4 Open Capital Projects

This final section includes a summary of open capital projects, and balances outstanding for each project as outlined in Table 4.6.

Beaumont Transit

Short Range Transit Plan

FY 2022/2023

Table 4.6 Open Projects

Project Name	SRTP Capital Project No's	Project Element	Funding Category	Project Timeline	Total Project Cost	Unfunded Balance
CNG Station	19-01, 20-01, 21-01	4	2	Current	4,000,000	0
Shop Building Maintenance	17-4	4	1	Current	50,000	0
Shop Tools	20-05	9	1	Current	40,000	0
Mobile Lifts	22-04	9	1	Current	60,000	0
Brand & Logo Update	20-03	6	1	Current	156,000	0
Bus Stop Amenities	20-04, 21-03	6	1	FY 23-24	207,000	50,000
Video Cameras	22-02	10	1	Current	110,000	0
Paratransit Scheduling Software	22-03	5	1	Current	14,000	0
Admin & Operations Facility	20-02, 21-02, 19-04	4	2	FY 24-25	3,000,000	2,000,000
Electric Shuttles	21-04	1	1	Current	540,000	0
Vehicle Communications	21-05	5	1	Current-FY 24	57,500	0
Bus Procurement	22-01	1	1	Current	1,400,000	0

Legend

Project Elements:	
1	Revenue Vehicle Purchases
2	Non-Revenue Vehicle Purchase
3	Vehicle Systems and Equipment
4	Building, Land and Facilities
5	Communication and Information Technology Systems
6	Transit Shelters and Amenities
7	Fixed Guideways and Tracks
8	Debt Service
9	Maintenance
10	Security
11	Planning Feasibility

Funding Category	
1	Fully Funded
2	Partially Funded

City of Beaumont
FY 2022/2023
Summary of Funds Requested
Short Range Transit Plan

Attachment A

Table 4 - Summary of Funds Requested for FY-2022/2023

Project Description	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Interest & Other Income	Farebox Recovery
Operations	$ 1,397,540	$ 1,313,540				$ 44,000	$ 30,000	$ 10,000	
Casino Express	$ 273,683	$ 268,683				$ 2,000	$ 3,000		
Commuter 120	$ 549,877	$ 435,377	$ 80,000			$ 10,000	$ 24,500		
Commuter 125	$ 348,479	$ 276,979	$ 60,000			$ 6,000	$ 5,500		
Dial A Ride	$ 162,038	$ 155,038					$ 7,000		
Subtotal: Operating	**$ 2,731,617**	**$ 2,449,617**	**$ 140,000**	**$ -**		**$ 62,000**	**$ 70,000**	**$ 10,000**	**10.32%**

Project Description	RCTC Capital Project Number	Total Amount of Funds	LTF	Measure A	STA	Local Funds	LCTOP	Fare Box	Other Income	
2- 32' EZ Rider II CNG Buses	23-01	$ 1,700,000			$ 1,700,000					
Microtransit Feasibility Analysis	23-02	$ 100,000	$ 100,000							
Shop Truck	23-03	$ 150,000			$ 150,000					
2- Electric Support Vehicles	23-04	$ 80,000			$ 80,000					
Bus prediction platform and tablets	23-05	$ 260,000			$ 260,000					
		$ 2,290,000	**$ 100,000**		**$ 2,190,000**		**$ -**	**$ -**	**$ -**	0
Total: Operating & Capital		**$ 5,021,617**	**$ 2,549,617**	**$ 140,000**	**$ 2,190,000**		**$ 62,000**	**$ 70,000**	**$ 10,000**	

THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100
Riverside, CA 92507
951-684-1200
951-368-9018 FAX

PROOF OF PUBLICATION
(2010, 2015.5 C.C.P)

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: SRTP /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

04/07/2022

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: April 07, 2022
At: Riverside, California

Legal Advertising Representative, The Press-Enterprise

BEAUMONT, CITY OF / LEGAL
550 E SIXTH ST
BEAUMONT, CA 92223

Ad Number: 0011528405-01

P.O. Number:

Ad Copy:

Legal Advertisement

Item 12.

NOTICE OF PUBLIC HEARING

The City of Beaumont hereby invites all interested parties that reside in the Beaumont Transit service area, to include Beaumont and Cherry Valley, to attend a public hearing on the 2022-2023 Short Range Transit Plan. The Public Hearing will be held in conjunction with the City Council Meeting scheduled for April 19, 2022 at 6:00pm in Room 5 of the Beaumont Civic and Community Center, 550 East 6th Street, Beaumont, CA 92223.

Public comments can be made in person, using the public comment phone line or by written email. Phone-in comments will be accepted by calling the designated public comment phone line (951) 922-4845 prior to the corresponding item. Public comments shall not exceed three minutes unless otherwise authorized by City Council. Written comments can be emailed to NicoleW@BeaumontCa.gov Public comments accepted via email will be read aloud during the corresponding item of the meeting. Comments can be submitted anytime prior to the meeting as well as during the meeting until the end of the corresponding item.

This meeting will be conducted in person and also and will be recorded for live streaming. All City of Beaumont public meetings will be made available via live streaming and made available on the City's official YouTube webpage. Please use the following link during the meeting for live stream access: BeaumontCa.gov/Livestream

For more information, please contact Kari Mendoza, Administrative Services Director, at (951) 572-3228.

Date: April 4, 2022 Press-Enterprise: 4/07

Staff Report

TO: City Council

FROM: Kari Mendoza, Administrative Services Director

DATE April 19, 2022

SUBJECT: Authorize Employment Contract with Interim City Manager

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Background and Analysis:

At a special City Council meeting on Monday April 11, 2022, Elizabeth Gibbs was appointed as Interim City Manager. Elizabeth served the citizens of Beaumont from 1996 to 2022 in various roles including Interim City Manager in 2015 and lastly Community Services Director. She holds a Bachelor of Arts and Master's degree from California Baptist University. The City Attorney drafted the employment agreement and Council negotiated the terms and conditions of employment.

Fiscal Impact:

The contract provides for an annual fully loaded fiscal impact of $357,420. The final quarter cost of FY22/23 is $89,355 to be paid out of the general fund for personnel costs. City staff estimates the cost to prepare this report was $975.

Recommended Action:

Approve the employment agreement with Elizabeth Gibbs and authorize the Mayor to sign the agreement.

Attachments:

A. Employment Agreement
B. Job Descriptions
C. Municipal Code Powers and Duties

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This INTERIM CITY MANAGER EMPLOYMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made effective the 11th day of April, 2022, by and between CITY OF BEAUMONT (hereinafter referred to as the "CITY"), and ELIZABETH GIBBS, an individual (hereinafter referred to as "EMPLOYEE"). For purposes of this Agreement, CITY and EMPLOYEE may be collectively referred to as the "Parties" or individually as a "Party."

RECITALS

Based on EMPLOYEE's executive and administrative qualifications and ability, the City Council of CITY ("COUNCIL") desires to appoint EMPLOYEE to serve as the Interim City Manager for CITY; and

EMPLOYEE desires to perform and assume the responsibilities and duties as the Interim City Manager for CITY; and

In consideration of these recitals and performance of the mutual promises, conditions and covenants contained herein, the CITY and EMPLOYEE agree as follows:

1. POSITION, DUTIES AND TERM.

1.1 Position & Duties. EMPLOYEE accepts employment with CITY as its Interim City Manager and shall perform all City Manager functions, duties and services as established under California law and as set forth in the City of Beaumont Municipal Code ("Municipal Code") as may be amended from time to time. Section 2.12.060 of the Municipal Code sets forth the Powers and Duties of the Beaumont City Manager (Powers & Duties). A copy Section 2.12.060 of the Municipal Code is attached hereto as Exhibit "A".

As Interim City Manager, EMPLOYEE shall function as the Chief Executive Officer of the CITY and shall be responsible to the CITY and its COUNCIL for the proper, lawful and ethical administration of all affairs of the CITY. In the role of the Interim City Manager, EMPLOYEE shall also serve at the pleasure of the COUNCIL as the Director of any sub-entities/agencies of the City of Beaumont.

1.2 Employment with CITY "At-Will".

(a) EMPLOYEE's employment status with CITY shall be at-will and EMPLOYEE shall serve at the pleasure of the COUNCIL. EMPLOYEE acknowledges, understands and agrees that EMPLOYEE may not avail herself of any procedures, provisions or protections set forth under CITY's Employment Policies, as defined herein, in so far as such procedures, provisions or protections limit, restrict, modify, prohibit or regulate EMPLOYEE's status as an "at-will" employee of CITY or the ability of the COUNCIL to terminate

EMPLOYEE's employment at any time for cause or for convenience and without cause. For purposes of this Agreement, the capitalized term "Employment Policies" means and refers to any ordinance, resolution, regulation, rule, memorandum of understanding, or other written policy of CITY as the same may be amended, modified or supplemented from time-to-time, and any written employment manual of CITY which governs, regulates or otherwise relates to employment with CITY. CITY's Employment Policies shall not apply to EMPLOYEE in so far as such Employment Policies limit, restrict, modify or regulate (or may be interpreted to limit, restrict, modify or regulate) EMPLOYEE's status as an "at-will" employee of CITY.

(b) EMPLOYEE shall not be entitled to any pre-termination notice or hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the CITY to terminate EMPLOYEE's employment whether for cause or for convenience and without cause.

(c) Nothing in this Agreement shall confer upon EMPLOYEE any right to any property interest in continued employment with CITY.

1.3 Work Hours. The position of Interim City Manager is an exempt position under state and federal wage and hour laws. EMPLOYEE's compensation (whether salary or benefits or other allowances) is not based on hours worked and EMPLOYEE shall not be entitled to any compensation for overtime. EMPLOYEE is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to dedicate herself on a full-time basis to serving as City Manager and to be available at all reasonable and relevant times.

1.4 Non-CITY Activities. In accordance with Government Code Section 1126, during the period of EMPLOYEE'S employment, EMPLOYEE shall not accept, without the express prior written approval of three or more members of the COUNCIL, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity, whether or not to pecuniary advantage, that is or may be competitive with her duties as Interim City Manager or that may be competitive with CITY, that might cause a conflict-of-interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of EMPLOYEE's duties as Interim City Manager.

2. COMPENSATION BENEFITS AND REIMBURSEMENT.

2.1 Base Salary. Commencing on the date EMPLOYEE commenced full time work with the CITY, EMPLOYEE's gross annual salary shall be $230,006.40 (hereinafter, the "Base Salary") to be paid monthly or bi-weekly installments at the same time and in the same manner as other management employees of CITY. EMPLOYEE's salary shall be subject to customary withholding for taxes and other required deductions. In recognition of EMPLOYEE accomplishing goals and objectives identified by the COUNCIL, the COUNCIL may, in its discretion, grant EMPLOYEE merit increases in her salary and/or benefits.

2.2 Performance Evaluation. Immediately following the commencement of EMPLOYEE'S employment with CITY, COUNCIL and EMPLOYEE shall discuss the

COUNCIL'S goals and objectives for the year. Thereafter, as needed and on the annual anniversary of the commencement of EMPLOYEE'S employment with CITY, COUNCIL and EMPLOYEE shall define the goals and objectives that they determine are appropriate for the proper operation of the CITY. Concurrently with the annual establishment of the goals and objectives for the CITY, the COUNCIL and EMPLOYEE shall establish the performance goals for EMPLOYEE and any specific criteria that shall be used to evaluate EMPLOYEE'S performance. The COUNCIL may in its discretion amend said criteria from time to time, after consultation with EMPLOYEE. The failure of CITY to undertake performance evaluations shall not limit CITY's ability to terminate EMPLOYEE and this Agreement pursuant to Section 6 (Termination).

2.3 Reimbursement. CITY shall reimburse EMPLOYEE for reasonable and necessary travel, subsistence and other business expenses incurred by EMPLOYEE in the performance of EMPLOYEE'S official duties. All reimbursements shall be subject to and in accordance with any limitations or restrictions set forth under the laws of the State of California or any CITY-adopted reimbursement policies.

2.4 Vehicle Allowance. In lieu of expense reimbursement for mileage, EMPLOYEE shall receive a vehicle allowance of $350.00 per month. EMPLOYEE shall be responsible for payment of automobile and liability insurance, maintenance, repair, replacement costs, all taxes applicable to the vehicle allowance and shall be solely responsible for all expenses associated with her vehicle. EMPLOYEE shall be responsible for maintaining necessary records as may be required by Federal and/or State taxing authorities.

2.5 Cell Phone and Computer. CITY shall provide EMPLOYEE with a monthly cell phone allowance of $100 and a desktop computer for official use in connection with CITY business.

2.6 Benefits. In addition to Base Salary, CITY shall also provide EMPLOYEE with the following benefits:

(a) Cafeteria Plan. CITY shall contribute up to One-Thousand Six Hundred Seventy Five Dollars ($1,675) per month to EMPLOYEE for the cafeteria benefit plan detailed in this section.

(i) Said contribution shall be used to provide for health insurance for EMPLOYEE. EMPLOYEE shall be covered by health insurance with a CITY approved health plan unless EMPLOYEE provides proof to CITY that EMPLOYEE is covered by another acceptable health plan as determined by CITY's Human Resource Department.

(ii) The balance of the cafeteria plan contribution may be used for any of the following or any combination thereof:

(1) Health Insurance for EMPLOYEE's spouse and/or dependents;

(2) Dental Insurance for EMPLOYEE's, spouse and/or dependents;

(3) Eye care plan for EMPLOYEE, spouse and/or dependents;

(4) Supplemental Insurance Options.

(iii) There is no cash-back of the remaining contributions amount, if any, to EMPLOYEE after payment of the selected premiums(s). EMPLOYEE shall be responsible for the remaining payments(s) through payroll deduction, of any premiums selected which are in excess of the monthly contribution amount.

(b) Life and Short Term Disability Insurance. CITY agrees that during the term of employment, it will pay the annual premiums for a term life insurance policy in the amount of $50,000.00. If available, additional coverage may be purchased at EMPLOYEE's expense and costs. EMPLOYEE shall nominate the beneficiary under such term life insurance policy. Thirty days after commencement of EMPLOYEE's full time employment, CITY shall provide EMPLOYEE with short term disability insurance coverage consistent with policy terms provided to other non-sworn management level CITY employees.

2.8 Jury Duty. EMPLOYEE will receive Base Salary and benefits while responding to a jury summons or serving on a jury. Any compensation for such jury duty (except travel pay) shall be remitted to CITY.

2.9. Administrative/Personal Leave. EMPLOYEE shall be allocated a maximum of forty (40) hours of administrative/personal leave on July 1st of each CITY fiscal year. The maximum amount of administrative/personal leave that EMPLOYEE may accrue at any given time may not exceed eighty (80) hours total. Accrued but unused administrative/personal leave may not be sold back to CITY.

3. ILLNESS OR INJURY; DISABILITY AND DEATH.

3.1 Cessation of Work Due to Injury or Disability. In addition to any right of termination set forth under Sections 1.3 (Employment With CITY "At-Will") and Section 6 ("Termination"), CITY also reserves the right to terminate EMPLOYEE's employment along with this Agreement if EMPLOYEE ceases to work as a result of injury or disability which results in EMPLOYEE being unable to perform the essential duties of the City Manager position, with or without accommodation, for a period of six (6) consecutive months or more, as documented by a healthcare provider. The foregoing notwithstanding, CITY may terminate EMPLOYEE if the disability poses a direct threat to CITY, EMPLOYEE or any other employees working for CITY and any reasonable accommodation attempted by CITY would not mitigate or eliminate such a threat. CITY will not provide a severance payment if EMPLOYEE is terminated under this Section of this Agreement.

3.2 Compensation for Work-Related Illness or Injury. In the event EMPLOYEE suffers a physical or mental illness or disability arising out of the course of employment, EMPLOYEE's exclusive remedy or remedies against CITY for such illness, injury or disability shall be those legally required under the workers' compensation laws of the State of California.

3.3 Medical Examination. EMPLOYEE agrees to submit to a medical and/or psychological examination by a qualified physician or psychiatrist selected by CITY, in the event a decision must be made under Sections 3.1 through 3.2. CITY and EMPLOYEE shall receive a copy of all medical reports related to the examination.

3.4 Death of EMPLOYEE. This Agreement along with EMPLOYEE's employment shall terminate automatically upon EMPLOYEE's death.

3.5 Compensation Upon Termination. Except as otherwise provided under this Agreement, if EMPLOYEE's employment is terminated pursuant to this Section 3 (Illness or Injury; Disability and Death), CITY shall pay EMPLOYEE all Base Salary, benefits, and compensation due and owing EMPLOYEE through the last day actually worked. If termination is caused by EMPLOYEE's death, CITY shall provide the compensation and benefits otherwise due EMPLOYEE to EMPLOYEE's executor, administrator, heirs, personal representatives, successors, and assigns. CITY will not provide for severance pay if EMPLOYEE is terminated under the provisions of Section 3.1 through 3.5, above.

4. HOLIDAYS, VACATION AND SICK LEAVE.

4.1 Holidays. EMPLOYEE shall receive paid holidays in accordance with CITY's current practices as such practices may be amended or modified from time to time by CITY by action of the COUNCIL. Paid holidays will be those approved by CITY by action of the COUNCIL. Unused holiday leave time shall be accumulated and paid to EMPLOYEE in the last pay check in June of each fiscal year.

4.2 Vacation. EMPLOYEE shall accrue twenty-five (25) days of vacation per year. EMPLOYEE shall be credited with ten (10) days of vacation upon commencing full time employment with CITY. EMPLOYEE may convert a maximum of eighty (80) hours of accrued vacation time to cash during each year this Agreement is in effect.

4.3 Sick Leave.

(a) Sick leave shall accrue at the rate of 3.69 hours per bi-weekly pay period.

(b) CITY and EMPLOYEE agree to an accumulation cap consistent with other non-sworn management employees' accumulation cap.

(c) CITY agrees to a service credit of unused sick leave for PERS retirement when EMPLOYEE retires from CITY employment or a lump sum payment of the value of the unused sick leave, as requested by EMPLOYEE and permitted by law.

(d) EMPLOYEE may use accrued paid sick leave for the purposes set forth in Labor Code section 246.5(a).

(e) Accrued paid sick leave shall carry over to the following year, but no additional paid sick pay will accrue until EMPLOYEE's accrued paid sick leave falls below the accumulation cap.

(f) CITY will provide EMPLOYEE with written notice of the amount of paid sick leave available. The notice will be provided on the designated pay date with EMPLOYEE's payment of wages. Sick leave pay will be paid at EMPLOYEE's hourly rate of pay when sick leave is taken. Sick leave pay will be paid by the payday for the next regular payroll period after the sick leave is taken.

5. RETIREMENT.

5.1 Public Employees Retirement System (PERS). CITY shall provide EMPLOYEE with retirement benefits through the California Public Employees Retirement System (CalPERS). Such benefits are subject to applicable law and regulations, including but not limited to the Public Employees' Retirement Law (PERL), the Public Employees' Pension Reform Act (PEPRA) of 2013, and CalPERS rules. For the purpose of CalPERS retirement benefits, EMPLOYEE shall be a "new member" under PEPRA. CITY shall pay the CITY's share of CalPERS contribution and EMPLOYEE shall pay her share for participation in CalPERS.

6. TERMINATION.

6.1 Termination by CITY for Convenience and Without Cause. EMPLOYEE is appointed and serves at the pleasure of the COUNCIL as an at-will employee. COUNCIL may terminate EMPLOYEE at any time for convenience and without cause. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the COUNCIL and CITY to terminate this Agreement and the employment of EMPLOYEE, with or without cause or for convenience. CITY shall pay EMPLOYEE for all services through the effective date of the termination, and EMPLOYEE shall have no right to additional compensation or payment.

6.2 Termination by EMPLOYEE. EMPLOYEE may terminate EMPLOYEE'S employment for any reason, and at any time, with or without cause, by providing CITY with written notice. In such event, CITY shall have the option, in its complete discretion, to make EMPLOYEE's termination effective upon any date preceding any notice period provided by EMPLOYEE, provided CITY pays EMPLOYEE all compensation due and owing EMPLOYEE through the last day actually worked, plus an amount equal to the Base Salary EMPLOYEE would have earned through the balance of the notice period, which shall not exceed thirty (30) days.

6.3 Termination Obligation. EMPLOYEE agrees that all property, including without limitation, all equipment, tangible property, Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by EMPLOYEE incident to EMPLOYEE'S employment are the property of CITY and shall be returned immediately to CITY upon termination of EMPLOYEE's employment. EMPLOYEE's

obligations under this subsection shall survive the termination of EMPLOYEE'S employment and the expiration or early termination of this Agreement.

6.4 Benefits Upon Termination. All benefits to which EMPLOYEE is entitled under this Agreement shall cease upon EMPLOYEE's termination in accordance with this Section 6 (Termination), unless expressly continued under this Agreement or unless otherwise required by law.

7. CONFLICT OF INTEREST.

7.1 EMPLOYEE shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the COUNCIL. EMPLOYEE shall also be subject to the conflict of interest provisions of the Government Code of the State of California, CITY's Municipal Code, and any other conflict of interest regulations applicable to EMPLOYEE's employment with CITY. For and during the Term of this Agreement and any extension term, EMPLOYEE further agrees that except for a personal residence or residential property acquired or held for future use as EMPLOYEE'S personal residence, EMPLOYEE will not invest in any other real estate or property improvements within the corporate limits of CITY without the prior consent of the COUNCIL.

8. GENERAL PROVISIONS.

8.1 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below or at the last known address maintained in EMPLOYEE's personnel file. EMPLOYEE agrees to notify CITY in writing of any change in EMPLOYEE'S address during EMPLOYEE'S employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

CITY's Notice Address:

City of Beaumont
550 East Sixth Street
Beaumont, CA 92223
Attn: Mayor

EMPLOYEE's Notice Address:

ELIZABETH GIBBS
[At EMPLOYEE's address on file with City]

8.2 Indemnification. Subject to, in accordance with, and to the extent provided by the California Tort Claims Act (Government Code Section 810 et seq. including, but not limited to, Sections 825, 995 and 995.2) CITY will indemnify, defend, and hold EMPLOYEE harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring within the scope of EMPLOYEE's employment during the Term of this Agreement or any extension term. CITY shall have the discretion to compromise or settle any such claim, demand or action and pay the amount of any settlement or judgment rendered thereon. Notwithstanding the foregoing, CITY shall have no duty to indemnify, defend, or hold EMPLOYEE harmless from any criminal proceeding, or with regard to any civil, criminal or administrative proceeding initiated by EMPLOYEE.

8.3 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the City Manager under any laws or ordinance.

8.4 Entire Agreement. This Agreement is intended to be the final, complete, and exclusive statement of the terms of EMPLOYEE's employment by CITY. This Agreement supersedes all other prior and contemporaneous Agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of EMPLOYEE, and it may not be contradicted by evidence of any prior or contemporaneous statements or Agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to EMPLOYEE and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

8.5 Amendments. This Agreement may not be amended except in a written document signed by EMPLOYEE, approved by COUNCIL and signed by the City Attorney.

8.6 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

8.7 Assignment. EMPLOYEE shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to EMPLOYEE, assign its rights and obligations hereunder.

8.8 Severability. If any court of competent jurisdiction holds any provision, section or sentence of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

8.9 Governing Law. This Agreement is entered into and to be performed in Riverside County, California and shall be governed by, construed and enforced in accordance with the laws of the State of California. The Parties agree that in the event of any dispute or litigation, venue shall be in Riverside County, California.

8.10 Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the

party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing; executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral Agreement, course of conduct, waiver or estoppel.

8.11 Statutory Obligations; Abuse of Office or Position. Notwithstanding anything to this Agreement in the contrary, pursuant to California Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of EMPLOYEE'S office or position, all of the following shall apply: (1) if EMPLOYEE is provided with an administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; (2) if CITY pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as CITY is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid by CITY; and (3) if this Agreement is terminated, any cash settlement related to the termination of EMPLOYEE by CITY, said amount shall be fully reimbursed to CITY or shall be void if not yet paid to EMPLOYEE. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under the color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the California Penal Code.

8.12 Incorporation of Recitals. The Parties repeat and incorporate the recitals set forth above as if fully set forth herein.

8.13. State & Federal Law. The terms of this Agreement shall be applied only as consistent with State and Federal law.

8.14 Acknowledgment. EMPLOYEE acknowledges that EMPLOYEE has had the opportunity to consult legal counsel in regard to this Agreement, that EMPLOYEE has read and understands this Agreement, that EMPLOYEE is fully aware of its legal effect, and that EMPLOYEE has entered into it freely and voluntarily and based on EMPLOYEE'S own judgment and not on any representations or promises other than those contained in this Agreement.

"CITY"	**"EMPLOYEE"**
CITY OF BEAUMONT	ELIZABETH GIBBS
By:_____	By: Elizabeth M Gibbs
Lloyd White, Mayor	Elizabeth Gibbs

ATTEST:

By:_____
Steven Mehlman, City Clerk

APPROVED AS TO FORM:

By:_____
John O. Pinkney, City Attorney

INTERIM CITY MANAGER
EMPLOYMENT AGREEMENT
(Elizabeth Gibbs)

Exhibit "A"

City Manager Job Description
(Beaumont Municipal Code Section 2.12.060 (Powers & Duties)

CITY OF BEAUMONT

CITY MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under policy direction, plans, directs, manages, and oversees the activities and operations of the City of Beaumont; serves as chief executive officer of the City ensuring that public services are delivered in an efficient and effective manner; implements policy decisions made by the City Council; facilitates the development and implementation of City goals and objectives; and provides highly complex administrative support to the City Council.

REPRESENTATIVE DUTIES *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assumes full management responsibility for all City operations; plans, directs, manages, and oversees the activities and operations of the City of Beaumont; recommends and administers goals, objectives, polices, and procedures.
2. Directs and participates, with department head cooperation, in the development and administration of the City budget; prepares long-term plans of capital improvements including financing plans; approves the forecast of funds needed for staffing, equipment, materials, and supplies; approves expenditures and implements budgetary adjustments as appropriate and necessary.
3. Establishes, within City policy, appropriate service and staffing levels; monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; allocates resources accordingly.
4. Plans, directs, and coordinates, through department heads, the work plan for the City; assigns projects and programmatic areas of responsibility; reviews and evaluates work methods and procedures; meet with management staff to identify and resolve issues.
5. Assess and monitor workload, administrative support systems and internal reporting relationships; identify opportunities for improvement and implement as appropriate.
6. Provide staff assistance to the City Council; prepare, submit, and present staff reports and other necessary correspondence to the City Council including reports of finances and administrative activities; keep City Council advised of financial conditions, program progress, present and future needs of the City; prepare recommendations and advise the Council on matters requiring legislative action.
7. Confer with and represent the City to all departments, residents, taxpayers, businesses, and other individuals, groups, and outside agencies having an interest or potential interest in affairs of City concern; coordinate City activities with those of other cities, counties, outside agencies and organizations in accordance with the City Council policies.

8. Respond to and resolve difficult, complex and sensitive citizen inquiries and complaints; contact departments involved; provide direction and delegate authority as necessary to correct issues; interpret, analyze, defend, and explain City policies, procedures, programs, and activities; negotiate and resolve sensitive and controversial issues; handle public relations dealing with the news media.
9. Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of municipal management and public administration.
10. Performs related duties, as assigned.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Advanced principles and practices of public administration, including the organization, functions, and problems of municipal government.
Operations, services, and activities of a municipality.
Government, council, and legislative processes.
Principles and practices of municipal budget, preparation, and administration.
Current social, political, and economic trends and operating problems of municipal government.
Principles and practices of program development and administration.
Advanced principles and practices of organization, management, and supervision.
Principles and practices of strategic planning.
Methods of analyzing, evaluating, and modifying administrative procedures.
Decision making techniques.
Pertinent federal, state, and local laws, codes, and regulations.
Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.
Methods and techniques of research, statistical analysis, and report presentations.

Ability to:

Serve effectively as the administrative agent of the City Council.
Provide effective leadership and coordinate the activities of assigned municipal organization.
Develop and administer City-wide goals, objectives, and procedures.
Analyze and define problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
Identify and respond to sensitive community, organizational, and City Council issues, concerns, and needs.
Research, analyze and evaluate new service delivery methods and techniques.
Plan, organize, direct, and coordinate the work of staff.
Select, supervise, train, and evaluate staff.
Prepare clear and concise administrative and financial reports.
Prepare and administer large and complex budgets.
Interpret and apply federal, state and local policies, laws and regulations.
Negotiate and resolve complex issues.
Make effective public presentations.
Delegate authority and responsibility.
Communicate clearly and concisely, both orally and in writing.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

A Bachelor's degree from an accredited college or university with major course work in public administration, business administration, planning, or a related field. A Master's degree in a related field is desirable.

Experience:

Ten years of progressively responsible administrative or staff experience in municipal government with at least four years of experience in a high level administrative or executive capacity involving responsibility for planning, organizing, directing, and financing a varied work program.

PHYSICAL, MENTAL, AND ENVIRONMENTAL REQUIREMENTS: *The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions*:

Must be found to be free from any physical, emotional or mental conditions, as determined by a qualified physician and/or psychologist, which with or without accommodation might affect the ability of the employee to perform essential job functions. The position may require prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. Additionally, the position requires grasping, repetitive hand movement, and fine coordination in retrieving and entering data using a computer keyboard. Near and far vision is required in order to read work related documents and use the computer. Acute hearing is required when providing phone and personal service. The position requires lifting, carrying, pushing, and/or pulling objects weighing up to 25 pounds. Incumbent must be willing to work shift work, including nights, weekends, and holidays.

This classification is not intended to be all-inclusive. An employee may be required to perform other reasonable duties as assigned by management. The City reserves the right, with the concurrence of the department head, to revise or change classification duties and responsibilities as the need arises and as consistent with the meet and confer process.

2.12.060 - Powers and duties.

The City Manager shall be the administrative head of the City government under the direction and control of the City Council, except as otherwise provided in this chapter. He shall be responsible for the efficient administration of all the affairs of the City which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty and he shall have the power:

A.To see that all laws and ordinances of the City are enforced, and that all franchises, permits and privileges granted by the City are faithfully observed;B.To control, order and give directions to all head of departments, subordinate officers and employees of the City, except the City Clerk, City employees from one department to another; and to consolidate or combine offices, positions, departments or units under his direction;C.To appoint, promote, demote and remove any officers and employees of the City except the City Clerk, City Treasurer, City Attorney, and members of the planning commission;D.To exercise control over all departments of the City government and over all appointive officers and employees thereof, except the City Clerk, City Treasurer, City Attorney, and members of the planning commission;E.To attend all meetings of the City Council and planning commission unless excused there from by the Council, except when his removal is under consideration by the Council;F.To recommend to the City Council for adoption such measures and ordinances as he deems necessary or expedient;G.To keep the City Council at all times fully advised as to the financial conditions and needs of the City:H.To prepare and submit to the City Council the annual budget; Council approval of the annual budget or schedule of anticipated expenditures constitutes approval to the purchasing agent to procure any items therein listed; provided, however, no purchase shall be made of an item exceeding in cost the sum of $1,000.00, or as amended from time to time by resolution, without first obtaining approval of the City Council; any items not so listed must first have approval from the City Council before purchase can be authorized by the City Manager; no expenditures shall be submitted or recommended to the City Council, except on report or approval of the City Manager;I.To make investigations into the affairs of the City, and any department or division thereof, and any contract, or the proper performance of any obligations running to the City;J.To investigate all complaints in relation to matters concerning the administration' of the City government and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits and privileges granted by the City are faithfully performed and observed;K.To exercise general supervision over all public buildings, public parks and other public property which are under the control and jurisdiction of the City Council and not specifically delegated to a particular board or officer;L.He shall devote his time diligently to the duties of his office and the interest of the City;M.The services and facilities of the City Clerk, City Treasurer, and the City Attorney shall be made available to the City Manager to the same extent, in the same manner, and to the same effect they are available to the City Council;N.To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the City Council.

(Ord. 484 §1, 1977; Ord. 363 §6, 1965)

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE April 19, 2022

SUBJECT: FY2021 Single Audit Report

Background and Analysis:

All public entities that expend more than $750,000 in Federal funds are required to have a single audit. The single audit reviews the expenditure of the Federal funds and evaluates the internal controls of the public entity that are designed to ensure expenditures are handled appropriately and in compliance with both City policies and with internal control standards.

The audit, performed by the firm of Rogers, Anderson, Malady & Scott, LLP, does not express an opinion on the effectiveness of the City's internal control. The report does provide the results of internal control testing and the findings from that process. These findings were highlighted for the Finance and Audit Committee on January 10, 2022, when the draft Report of Internal Control Over Financial Reporting for FY2021 was reviewed and received. All the internal control findings were presented during that meeting and are also included in this single audit report. There are no additional findings that were not addressed during the January 10, 2022, meeting.

<u>Definition of Deficiency, Significant Deficiency or Material Weakness</u>

A ***deficiency*** in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A ***material weakness*** is a deficiency, or combination of deficiencies, in internal control, such that there is reasonable possibility that a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A ***significant deficiency*** is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Internal Control Findings

The audit did not identify any material weaknesses but did identify two significant deficiencies that were new findings and one repeat significant deficiency.

- Overhead Cost Allocation – identification of the lack of a formalized plan to capture overhead costs for grant administration – older finding from FY2018, FY2019 and FY2020,
- Billings – lack of segregation of duties related to the cash receipt billing process – new finding for FY2021, and
- Adherence to Investment Policy – not reporting quarterly reports to City Council – new finding for FY2021.

City staff has fully implemented corrective action on all findings noted by the auditors except for the overhead cost allocation finding. The City is currently in the process of a cost allocation and fee study and is scheduled to have results presented to City Council by July 2022.

The single audit report and detail of each of these internal control deficiencies is included as Attachment A.

Fiscal Impact:

City staff estimates the cost to prepare this report to be $110.

Recommended Action:

Receive and file attached report.

Attachments:

A. Single Audit Report for FY2021

City of Beaumont

Beaumont, California

Single Audit Report on Federal Awards

For the Year Ended June 30, 2021

ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

City of Beaumont

Single Audit Report on Federal Awards
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ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscpa.net

PARTNERS
Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF
Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA

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Certified Public Accountants

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditor's Report

To the Honorable City Council
City of Beaumont

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Beaumont (the City) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 12, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified.

However, as described in the accompanying *Schedule of Findings,* we identified certain deficiencies in internal control that we consider to be significant deficiencies.A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We identified deficiencies in internal control over financial reporting, described in the accompanying *Schedule of Findings* as items 2021-001, 2021-002, and 2021-003 that we consider to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

City of Beaumont's Response to Findings

The City of Beaumont's response to the findings identified in our audit is described in the accompanying *Schedule of Findings*. The City of Beaumont's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
January 12, 2022

ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscpa.net

PARTNERS
Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradford A. Welebir, CPA, MBA, CGMA
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John Maldonado, CPA, MSA
Thao Le, CPA, MBA
Julia Rodriguez Fuentes, CPA, MSA

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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS IN ACCORDANCE WITH THE UNIFORM GUIDANCE

Independent Auditor's Report

To the Honorable City Council
City of Beaumont
Beaumont, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Beaumont's (the City's) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2021. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program.

Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, On a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over

compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance, Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon, dated January 12, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements and certain additional procedures including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Rogers, Anderson, Malody & Scott, LLP.

San Bernardino, California
March 17, 2022 (except for our report on the Schedule of Expenditures of Federal Awards, as to which the date is January 12, 2022)

City of Beaumont

Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Federal Grantor / Pass-through Grantor / Program or Cluster Title	Assitance Listing Number	Program Identification Number	Federal Expenditures	Amount provided to subrecipients
U.S. Department of Housing and Urban Development				
Passed through Riverside County Economic Development Agency				
CDBG- Entitlement Grants Cluster:				
Community Development Block Grant	14.218	5.BEA-44-20	$ 51,032	$ -
Total ALN 14.218 and CDBG Entitlement Grants Cluster			51,032	-
Total U.S. Department of Housing and Urban Development			51,032	-
U.S. Department of Justice				
Direct Assistance:				
BJA FY20 Coronavirus Emergency Supplemental Funding Program	16.034	2020-VD-BX-1796	35,016	-
Total ALN 16.034			35,016	-
Total U.S. Department of Justice			35,016	-
U.S. Department of Transportation				
Passed through State of California Department of Transportation				
Highway Planning and Construction Cluster:				
Potrero Interchange Project	20.205	DEM 10L-5209(008)	91,240	-
Total ALN 20.205 and Highway Planning and Construction Cluster			91,240	-
Total U.S. Department of Transportation			91,240	-
U.S. Department of Treasury				
Passed through State of California Department of Treasury	21.019	SLT-0043	635,569	-
Covid 19 - Coronavirus Aid, Relief and Economic Security (CARES) Act Funding			635,569	-
Total ALN 21.019				
Total U.S. Department of Treasury			635,569	-
U.S. Department of Homeland Security				
Direct Assistance:				
Covid 19 - Disaster Grants - Public Assistance COVID-19	97.036	4482-DR-CA	11,200	-
Total ALN 97.036			11,200	-
Total U.S. Department of Homeland Security			11,200	-
Total Expenditures of Federal Awards			$ 824,057	$ -

See accompanying notes to the schedule of expenditures of federal awards.

City of Beaumont

Notes to the Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Note 1: Summary of Significant Accounting Policies Applicable to the Schedule of Expenditures of Federal Awards

Scope of Presentation

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal activity of the City of Beaumont, California (City) under programs of the federal government for the year ended June 30, 2021. The information on this Schedule is prepared in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows, where applicable, of the City.

Basis of Accounting

The expenditures included in the accompanying schedule were reported on the modified accrual basis of accounting, which is defined in Note 1 to the City's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Expenditures reported include any property or equipment acquisitions incurred under the federal programs.

Note 2: De Minimis Indirect Cost Rate

The City has elected not to use 10-percent de minimis indirect cost rate allowed under the Uniform Guidance, as there were no indirect costs charged to the City’s grant programs.

City of Beaumont

Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

SECTION I: SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness identified?		Yes	X	No
Significant deficiencies identified?	X	Yes		None Reported
Noncompliance material to financial statements noted?		Yes	X	No

Federal Awards

Internal control over major programs:

Material weakness identified?		Yes	X	No
Significant deficiencies identified?		Yes	X	None Reported

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?		Yes	X	No

Identification of major federal programs:

ALN Number	Name of Federal Programs or Cluster
21.019	Coronavirus Aid, Relief and Economic Security (CARES) Act Funding

Dollar threshold used to distinguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee?		Yes	X	No

City of Beaumont

Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section II: Financial Statement Findings

Finding 2021-001 – Overhead Cost Allocation

Condition:
The City allocates certain General Fund costs (administration, maintenance, etc.) to the Sewer Enterprise, Gas Tax, Transit Enterprise, and the Community Facilities District (CPD) Fund. The amounts are based on calculations included in schedules maintained by the Finance Department. Currently, the City is not allocating and recovering any of its indirect costs to federal (or state) grants. While the City completed a cost allocation study in April 2016 and has implemented the cost allocation of administrative costs to the various funds within the City, the City has not had a formal Cost Allocation Plan performed for charging of its costs to federally funded projects.

This finding was previously reported in 2020 as finding 2020-005, in 2019 as finding 2019-002 and in 2018 as finding 2018-007 – Overhead Cost Allocation.

Criteria:
Cost allocation plan methodologies should be thoroughly documented for transparency purposes, and updates to the plans should be done periodically in accordance with best practices.

Cause:
The City does have a formal cost allocation plan to allocate internal costs, and the plan developed internally is not sufficient to claim indirect costs against federal (and state) grant programs.

Effect:
The City could potentially be utilizing allocation methods which result in either less administrative costs or excessive administrative costs being allocated than would be allowable if detailed cost allocation studies were performed on a periodic basis, and in accordance with federal grant requirements. Costs that could be reimbursable from other than local sources may be able to be claimed if adequately supported. For federal awards, the City may elect to use the 10 percent of Modified Total Direct Cost (MTDC) de Minimis indirect rate to recover indirect costs as part of your federal grant budgets. If the City elects to use the 10 percent de Minimis rate, the Uniform Guidance requires that the City use Modified Total Direct Costs as the cost base. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each sub award (regardless of the period of performance of the sub awards under the award).

Recommendation:
We recommend the City perform a full cost allocation study of administrative costs to ensure the detailed methodology for the allocation of administrative costs is reasonable and appropriate, based on the current circumstances, and that the methodology is clearly defined and documented. A plan should be prepared in accordance with the Uniform Guidance in the event the City wishes to allocate and claim the indirect costs against federal (and state) grant programs. Due to the complexity involved in developing a well-supported and reasonable indirect cost plan, the City should evaluate the cost of outsourcing this study as opposed to the use of internal staff time.

City of Beaumont

Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section II: Financial Statement Findings (continued)

Finding 2021-001 – Overhead Cost Allocation (continued)

Management's Response:
While the City completed a cost allocation study in April 2016 and has implemented the cost allocation of administrative cost to the various funds within the city, further work is necessary to fully comply with this recommendation. The City issued an RFP for a Full Cost Allocation Plan on September 28, 2021 and approved a contract with a consultant to provide the City with a Cost Allocation Plan for use beginning FY2023.

Finding 2021-002 – Billings - Segregation of Duties

Criteria:
During our audit, we noted the customer service counter representative collects payments for wastewater, records them into the billing system, and reconciles/approve them before posting into the general ledger.

Condition and Context:
During the audit, lack of segregation of duties was noted in the cash receipt billings process. The Customer Service Counter representative collects payments for wastewater, records them into the billing system, and reconciles/approves them before posting into the general ledger.

Effect:
Lack of segregation of duties related to the cash receipt billing process could result in erroneous, fictitious and or fraudulent cash receipts.

Recommendation:
We recommend that the Finance Department segregate the responsibilities for the collection of cash receipts, the recording of cash receipts into the billing system and the reconciliation of cash receipts to the general ledger.

Management Response to Finding:
Beginning in May 2021, the process for billing was changed to add in a layer of approval. The new process has the customer service counter running billing and the supervisor approves the billing through Info Send for the bills to be completed and mailed. Whoever is running the billing no longer approves the final documents. Finance completes all postings to the general ledger.

City of Beaumont

Schedule of Findings and Questioned Costs
Year Ended June 30, 2021

Section II: Financial Statement Findings (continued)

Finding 2021-003 – Adherence to Investment Policy

Criteria:
Per the City's investment policy, the City treasurer is required to report quarterly reports to City Council with specific details as documented per the City's investment policy.

Condition and Context:
During the audit, we noted that the City Treasurer was not reporting quarterly reports to City Council for the entire fiscal year 2021.

Effect:
The purpose of the adoption of an established investment policy is to set forth the overall investment philosophy of the City as decided by its governing board. The policy should be guiding rule and it should be followed without exception.

Recommendation:
We recommend that the Finance Department take steps to inform its City Treasurer of these discrepancies and that the investment policy is to be followed as it is stated. A copy of the investment policy should be provided to the City Treasurer with written correspondence of these matters. An investment policy is a very effective means of protecting the assets of the City, and we suggest that a procedure be implemented to be certain that it is carried out.

Management Response to Finding:
The City approved a contract for investment advisor services on February 16, 2021, and the City Council approved an amended investment policy on May 18, 2021. On August 9, 2021, City staff presented to the Finance and Audit Committee the FY2020-2021 4th Quarter Pooled Cash Investment Report which was then received and filed by the City Council on August 17, 2021. City staff has since included all Trustee accounts within the quarterly reports to encompass all investments held by the City.

Section III: Federal Awards Findings and Questioned Costs

No current year findings and questioned cost noted.

City of Beaumont

Summary Schedule of Prior Audit Findings
Year Ended June 30, 2021

Status of Prior Year Findings:

Financial Statement Findings

Finding 2020-004 – Segregation of Duties for Business Licenses Process

Status:
Corrected

Finding 2020-005 – Overhead Cost Allocation

Status:
Finding has not been corrected. Reported as Finding 2021-001 for the current year.

Federal Awards Findings and Questioned Costs

No prior year findings.

In relation to the City of Beaumont's annual financial statement audit and the single audit for the year ended June 30, 2021, the City hereby submits a summary schedule of prior audit findings and a status of corrective actions as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Section 511 *Audit Findings follow-up*.

Summary Schedule of Prior Audit Findings

Reference Number:	**Finding 2021-001 Overhead Cost Allocation**
	The City does not have a formal cost allocation plan to allocate internal costs, and the plan developed internally is not sufficient to claim indirect costs against federal (and state) grant programs.
Year in which Finding Initially occurred:	Fiscal Year 2018, 2019, 2020 and 2021
Status of Corrective Action:	No action has been completed to date. A cost allocation study is planned for the Fall of 2021 to move forward with corrective action on this finding.

Reference Number:	**Finding 2021-002 Billings – Segregation of Duties**
	The Customer Service counter representative lacks segregation of duties related to the cash receipt billing process.
Year in which Finding Initially Occurred:	Fiscal Year 2021
Status of Corrective Action:	Beginning in May 2021, the process for billing was changed to add in a layer of approval. The new process has the customer service counter running billing and the supervisor approves the billing through Info Send for the bills to be completed and mailed. Whoever is running the billing no longer approves the final documents. Finance completes all postings to the general ledger.

Reference Number:	**Finding 2021-003 – Adherence to Investment Policy**
	The City Treasurer was not reporting quarterly reports to the City Council for the entire fiscal year 2021.
Year in which Finding Initially occurred:	Fiscal Year 2021
Status of Corrective Action:	The City approved a contract for investment advisor services on February 16, 2021, and the City Council approved an amended investment policy on May 18, 2021. On August 9, 2021, City staff presented to the Finance and Audit Committee the FY2020-2021 4th Quarter Pooled Cash Investment Report which was then received and filed by the City Council on August 17, 2021. City staff has since included all Trustee accounts within the quarterly reports to encompass all investments held by the City.

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE April 19, 2022

SUBJECT: **Financial Training Presentation**

Background and Analysis:

The Finance and Audit Committee was tasked with creating a financial training program for the general public. A sub-committee was created for this task and has completed a PowerPoint enhanced with audio. The presentation is included in this report and the presentation with audio has been posted on YouTube with the link provided below. The Finance and Audit Committee reviewed the training on April 11, 2022 and recommended to move the training forward for City Council's review.

https://youtu.be/dbxDGHYOOdM

Fiscal Impact:

City staff has estimated the cost to prepare this report as $54.

Recommended Action:

Review the presentation and approve to post on the City website or provide modifications.

Attachments:

A. Financial Training Presentation

Introduction to Local Government Finance

City of Beaumont

Why does the City of Beaumont collect taxes and fees?

- **To provide high quality public services, such as…**
- High quality police and fire services.
- Beautiful parks.
- Clean water.
- High quality roads.
- And much much more!

Who pays these taxes and fees?

- **Residents and visitors**
- This is done through the payments of permit and utility fees, property taxes, sales taxes, and vehicle license fees.
- **Businesses**
- This is done through business licenses and permits.
- **Other**
- The City receives grants from various sources for operations and capital improvements.

Where does the money go?

- **The City uses separate funds to account for it's operations and the various funding sources that support operations. The City has THREE operating funds.**

1. **The General Fund-** This is the primary operating fund for the City. It funds core services including public safety, parks and recreation, streets maintenance, administration and finance, permitting and code enforcement.
2. **The Waste Water Fund-** These funds fund the operation of a wastewater system for residents and businesses of Beaumont.
3. **The Transit Fund-** These funds help provide transit operations to Beaumont's residents to enhance local and regional mobility.

Special Revenue Funds

- In addition to the three operating funds listed above, there are also special funds.
- The largest portion of special revenue funds are CFD funds.
- What is a CFD fund?
- CFD funds establish a Mello-Roos Community Facilities District (a "CFD") which allows for financing of public improvements and services.

Capital Project Funds

- Finally, there are capital project funds.
- These funds are used to receive and track funds received from a variety of sources that are used to directly support the city's infrastructure and capital improvement projects.

How is the City held accountable?

- **Audits**
- Outside Firm (Not City Staff)
- Certified Public Accountants (CPA)
- Follow Professional Standards

What do audits do?

- Occur Every Year
- Examine Financial Records
- Review Agreements and Contracts
- Test Internal Controls and Processes
- Interview Leadership & Staff

What are the possible opinions the city can get from the audit?

- Unqualified: Clean – City of Beaumont has this opinion
- Qualified: Some Problems
- Adverse: Significant Problems
- Disclaimer: No Opinion, Big Problems

What is provided in the Financial Statements?

- Management Discussion and Analysis – provides financial highlights and overview of the financial statements.
- Government-wide Financial Statements – provide readers with a broad overview of the City's finances in a manner similar to a private-sector business.
- Fund-Specific Financial Statements – report information about groupings of related accounts which are used to maintain control over resources that have been segregated for specific activities or objectives.
- Required Supplemental Information – includes schedules required to be presented showing information related to the City's pension plan, and a budgetary comparison schedule for the General Fund and the City's major special revenue funds.
- Supplementary Information – includes the combining statements and schedules of the non-major governmental funds, internal service funds, and agency funds.

What are notes to the Financial Statements?

- Most valuable section to the general public.
- Additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

What is an audit finding?

- A finding identifies an area where the City needs to improve.
- This report tracks progress toward fixing prior year findings and identifies any new ones.

Where can I find the City's most recent audits?

- Audits and Reports | Beaumont, CA - Official Website (beaumontca.gov)

Who do I contact if I have further questions?

- You may call the City of Beaumont finance department at 951-572-3236.
- We look forward to hearing from you!

Staff Report

TO: City Council

FROM: Jennifer Ustation, Finance Director

DATE April 19, 2022

SUBJECT: **Ratification of Purchase Order Approval for Emergency Repair Costs to Upper Oak Valley Lift Station Pump Repair Payable to Xylem Water Solutions USA, Inc., in an Amount Not to Exceed 44,398.64**

Background and Analysis:

During regular status and health checks of the sewer collection system, City staff became aware of an impeding pump failure at the Upper Oak Lift Station located near Oak Valley Parkway. The pump was pulled, inspected, and determined to be repairable. Current costs to purchase a new pump is estimated at $77,000 and the cost to rebuild and repair was quoted to be $40,362.40. This purchase order for the repair was initiated on an emergency basis due to the lack of full pump redundancy and the need to remedy the problem in a timely manner.

This report seeks City Council ratification of a purchase order for the costs of emergency repairs to the Upper Oak Valley Lift Station at the projected cost of $40,362.40 plus an additional 10% contingency amount for anticipated freight and shipping charges. These repairs are funded using equipment funds within the Wastewater Treatment Plant budget 700-4050-8040-0000.

Fiscal Impact:

The cost of the emergency pump repair is projected at $40,362.40. A summary of parts, repairs and a listing of costs is included as Attachment A.

Recommended Action:

Ratify the approval of purchase order for emergency repairs completed and payable to Xylem Water Solutions USA, Inc., for an amount of $40,362.40 plus an additional 10% contingency for additional freight and shipping charges.

Attachments:

A. Invoice for repair from Xylem Water Solutions USA, Inc.

Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-LAB-0016 Date: 2/23/2022
Tag #: 2528
JobName: City of Beaumont

Customer Information

Company Name: CITY OF BEAUMONT
Address
550 E 6TH ST

BEAUMONT CA92223

Contact: Kevin Lee
Telephone:
Telephone:
Fax:
Email:

Following is an estimate prepared for you regarding the repair of your Flygt pump.

Product Identification

Product Number: 3301.090-0114
Serial Number: 3301.090-0510002

Model: 3301
Impeller Code: 454
HP: 105
Volts: 0
Phases: 3

Inspection Information

Inspected By: Rick Heaton
Motor Data: Wire Configuration: U1:Red V1:White W1:Black
Megger to ground: R 300 B 300 W 300
Resistance through cable: RB 05 RW 1.0 BW 1.2
Stator Condition: Poor
Shaft Condition: Good
Oil Condition: Unusable
Inspection Plugs:

Sensors:
- [x] FLS
- [ ] CLS
- [ ] KLIX
- [ ] Bearing
- [ ] Cable

Hydraulic: Impeller/Propeller Condition: Unusable
Volute Condition: Unusable

Cable Condition: Good
Cable Length:

Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-LAB-0016 Date: 2/23/2022
Tag #: 2528
JobName: City of Beaumont

Hydraulic Type: N
Installation Type: P
Discharge Size: 6

☐ Control

☐ MFV

Primary Requirement: Plug In Seal Failure

Repair/Service Requirements and remarks

Parts, Labor and Other Charges

Parts:

Qty	PartNo	Description	Sell Price	Total Price
1	657 17 05	KIT,REPAIR BASIC 3301.180	$7,530.15	$7,530.15
8	82 43 07	WASHER,SS 46.5MM ID 70MM OD	$47.60	$380.80
4	84 19 32	GROMMET,NBR 36ID 70OD 33L	$60.35	$241.40
1	608 63 20	IMPELLER,N HT CODE 454 CI	$6,023.10	$6,023.10
3	83 53 58	CLAMP,TERMINAL	$8.24	$24.73
8	83 53 17	CLAMP,TERMINAL	$41.65	$333.20
4	83 53 49	CONNECTION,CROSS	$8.42	$33.66
2	83 53 54	SUPPORT,END	$7.14	$14.28
1	83 53 50	PARTITION	$4.93	$4.93
1	800 45 03	LEAD-THROUGH UNIT	$183.60	$183.60
1	608 56 00	COVER,SEAL HOUSING CI	$3,780.80	$3,780.80
1	608 53 01	HOLDER,BEARING ALUM	$831.30	$831.30
1	663 04 00	SENSOR,LEVEL FLS-10	$313.65	$313.65
1	650 51 00	CABLE UNIT	$94.35	$94.35
1	663 80 01	STATOR,35-29-4A 460VD	$7,110.25	$7,110.25
1	704 60 00	RING,INSERT HC	$3,983.10	$3,983.10
1	704 58 00	VOLUTE,HT 6" UVF FV DVB CI	$6,055.40	$6,055.40

Flygt Products
11161 Harrel Street , Mira Loma CA 91752
PH: (951) 332-3668
FX: (951) 332-3679

Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-LAB-0016 Date: 2/23/2022
Tag #: 2528
JobName: City of Beaumont

4	83 04 53	SCREW,ALLEN M12 X 45 SS	$5.61	$22.44
1	82 44 38	WASHER,STEEL 170MM ID 200MM OD	$87.55	$87.55
2	82 44 28	WASHER,STEEL 95MM ID 115MM OD	$43.35	$86.70
		Block Price		$37,135.40
		Total Price		$37,135.40

Labor and Other Charges:

Qty	PartNo	Description	Sell Price	Total Price
20	14-69 00 00A	LABOR,SVC FLYGT,NO TAX Z1-TP MODELS: 3000,7000,8000	$153.00	$3,060.00
1	14-69 00 21D	ENV FEE >50HP TP ENVIRONMENTAL FEE	$106.00	$106.00
1	14-69 00 24A	SHOP SUPPLIES-MEDIUM PUMPS TP MISC SUPPLIES FOR REPAIR	$61.00	$61.00
		Total Price		$3,227.00

Total Price: $40,362.40

Product Replacement

Product Number: Estimated Delivery: Weeks
Cost of New Unit:
Description:

Terms

Please note: If additional repair requirements are identified during service, the total cost of your repair may change. Should this occur, we will contact you for approval before proceeding.
A signed Purchase Order or approval below must be received before any repair work can begin.
If repaired unit is not picked up or delivered within 5 days of completion, the repair will be invoiced.

Taxes: The prices quoted above do not include any state, federal, or local sales tax or use taxes. Any such taxes as applicable must be added to the quoted prices.

Flygt Products
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PH: (951) 332-3668
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Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-LAB-0016 Date: 2/23/2022
Tag #: 2528
JobName: City of Beaumont

Terms of delivery: Freight PP/Add Actual
Validity: This Quote is valid for thirty (30) days.
Terms of payment: Net 30 Standard
Warranty: Parts used for this repair carry a 12 month warranty.
This Quote does not include freight charges.
If this product is not repaired or replaced, a fee of $291.00 will be charged for labor required for the inspection performed.
PLEASE NOTE: IF WE DO NOT HAVE A RESPONSE FROM YOU WITH IN 30 DAYS; WE WILL INVOICE YOU $351.00 FOR TIME & LABOR HOURS OUR SERVICE DEPARTMENT HAS ALREADY SPENT IN PERFORMING THE TEARDOWN & INSPECTION OF YOUR PRODUCT. YOUR PROMPT ATTENTION & RESPONSE IS GREATLY APPRECIATED. THANK YOU.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Manny Padilla Jr.
Phone: 562.760.9258
Fax:
Email: manny.padilla@xylem.com

Xylem Water Solutions USA, Inc.
Flygt Products

PRODUCT REPAIR / SERVICE ESTIMATE

Estimate #: R2022-LAB-0016 Date: 2/23/2022
Tag #: 2528
JobName: City of Beaumont

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above. ☐ Repair ☐ Replacement

Customer Name: _____ Date: _____

Customer Signature: _____ PO #: _____

Ship To: ☐ Will Pick Up ☐ Deliver ☐ Ship To

Ship/Delivery Address: _____

_____

_____

_____

Bill To: _____

_____

_____

_____

Taxable: ☐ Yes ☐ No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.

Flygt Products
11161 Harrel Street , Mira Loma CA 91752
PH: (951) 332-3668
FX: (951) 332-3679

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Doug Story, Interim Community Services Director

DATE April 19, 2022

SUBJECT: **Approve the Purchase of a Superior Playground Structure and Shade Sail Structure in the Amount Not to Exceed $42,100.35 from Kraftsman Commercial Playground and Water Parks, Inc.**

Background and Analysis:

On January 18, 2022, City Council provided direction on the Rangel Park Improvement Project. The direction to move forward with improvements in the park included upgrades to the ballfield, enhanced LED lighting, a basketball court, various park amenities and a playground.

City staff began to contact various playground manufacturers and distributers and quickly learned that many companies were reporting that the delivery timeframe was significantly delayed. None of the companies that were contacted could deliver a playground structure in less than twenty to twenty-four weeks. After speaking with Kraftman Commercial Playground and Water Parks, Inc. an option presented itself to have an available unit shipped within 5 business days of received deposit. This is a quick ship option that is available and in stock at the manufacturer.

The amount of this playground structure and shade sail structure is $42,100.35.

Fiscal Impact:

The total costs for purchasing the playground and shade sail is $42,100.35 and will be funded from account CIP No. P-11.

Recommended Action:

Approve the Purchase of a Superior Playground Structure and Shade Sail Structure in the Amount Not to Exceed $42,100.35 from Kraftsman Commercial Playground and Water Parks, Inc.

Attachments:

A. Playground Quote
B. Playground Schematics

Kraftsman

COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

QUOTE #
Date: 04
Project: 27426
Created By: Kraftsman LP

BILL TO

Beaumont, City of
Laurie Miller
Rangel Park Playground
550 E 6th St
Beaumont, CA 92223
951-769-8520

SHIP TO

Beaumont, City of
Laurie Miller
Rangel Park Playground
713 W 4th St
Beaumont, CA 92223
951-769-8520

Terms:
Net 30 days

QTY	Code	Description	Size	Weight	Color
1	PS3-31905	Quick Ship* Play Unit for ages 2 to 12 by Superior Playgrounds **will ship within 5 business days of order placed with manufacturer (excluding holidays)*			forest
1	SRPSURCHG	Material Surcharge on Playground equipment by Superior Recreational Products			
1	KSHADEHIP	Custom Square Hip Shade Canopy, 12' x 12' x 10' eave height with glide elbows, 4 columns mounted on base plates below surface, by Superior Shade (35167)			
1	ENG622	Engineer Sealed Drawings of Shade Canopy and Foundations by Superior Shade			
1	SRPSURCHGSHADE	Material Surcharge on Shade by Superior Recreational Products			

Total: $42,100.35

Kraftsman
COMMERCIAL PLAYGROUNDS &
WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

Special Terms and Conditions

Items Not Included:
Installation is not included in proposal.

Sales Tax Exempt:
Sales tax is not included in prices quoted. Customer is to supply Sales Tax Exemption or Sales Tax Resale certificate at time of acceptance of proposal, or sales tax will be added to final contract and invoicing for the project.

Shipping Charges:
Unless noted otherwise on quote, all shipping and handling charges on quote are firm for duration of 90 days.

Ship to Address:
Items are to be delivered directly to the shipping address listed on this quotation. Please check “ship to” address on this quote for accuracy. If “ship to” address is incorrect, please contact your sales representative with correct “ship to” address. Changes to the shipment delivery address after the shipment has left the factory will incur additional charges from the freight carrier.

Delivery and Unloading:
Customer is responsible for insuring that adequate staff and equipment resources are available for timely off-loading, safe handling, and secure storage of equipment upon receipt from motor freight carrier of direct delivery shipments. Unloading of materials from the truck will potentially require material handling equipment, i.e. forklift, pallet jack(s), to properly remove equipment from the delivery truck. Delivery drivers are not required, or provided for unloading the materials/product from the truck. Kraftsman is not responsible for unloading said items.

Materials Receiving and Shipment Inspection:
When unloading product at time of delivery, be sure to check for any damage to the packaging, or damage to products, and review to determine if there may be any missing pieces. Make notations on the bill of lading regarding any observed damage, or missing parts or pieces. Freight damage or lost items claims will not be honored by the freight carrier unless it is noted on the bill of lading at the time of delivery. Also be sure to get digital photos of any damage to product or packaging for use in filing a future shipping damage or shortage claim.

Lead Times:
Lead Times are after approval of all Initial submittal info and colors.
Superior Playground - lead time for items to ship is 5 business days from when the order is placed with the manufacturer.

Shade Canopies with engineer sealed drawings - the lead time for the shade canopy to ship is 8-10 weeks from when the order is placed with the manufacturer.

Shelter Specifications
Copy specs from last page of RCP quote and paste here (delete this sentence before quoting)

Care, Maintenance, and Warranties of Canopies:
Fabric Shade Canopies are designed to withstand normal wind loads and weather conditions, and will provide years of sun, heat, hail & UV protection with minimal maintenance. Warranties shall be void if damage to or failure to the shade structure is caused by contact with chemical, misuse, vandalism, fireworks or acts of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters. All fabric tops are warranted for sustained winds up to 76 mph and for gusts of up to 3 seconds duration up to 90 mph with no snow or ice accumulation. Damage caused by flying debris is not covered. Fabric is not warranted where it is installed on a structure that is not engineered or built by the manufacturer.

Acts of Nature:

Fabric Shade Canopy warranties do not cover natural disasters, such as earthquakes, shifts in terrain or tornados. If the structure is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued. Structures are warranted for winds up to 145 mph, only if the shade canopy fabric has been removed as per requirements by the manufacturer. Care must be taken during removal of canopies so as not to damage the fabric or connection points and hardware. Contact Kraftsman or the manufacturer of the canopy if there are questions in regards to proper removal and reinstallation processes and procedures.

Building Permits:

· Building permits are not included or provided.
· Engineer stamped plans are included.

Force Majeure:

Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement (other than failure to make payment when due) by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, pandemic flu, or other natural forces, governmental orders or directives, war, civil unrest, acts of terrorism, accident, destruction or other casualty, any lack or failure of transportation facilities, any lack or failure of supply of raw materials, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. Notice of a Party's failure or delay in performance due to force majeure must be given to the other Party within (20) days after its occurrence has become identified by the Party. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute, or to act outside of compliance with governmental orders or directives.

Kraftsman
COMMERCIAL PLAYGROUNDS & WATER PARKS
19535 Haude Road
Spring, TX 77388
Phone: (281) 353-9599 Fax: (281) 353-2265

General Terms and Conditions

Bill To:
Beaumont, City of

Ship To:
Beaumont, City of

Terms:
Net 30 days

CONDITIONS OF SALE

1. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the contract.
2. No returns of merchandise will be accepted unless previously authorized in writing by Kraftsman. All returns are subject to restocking fee of 25% plus freight charges incurred for return to original shipment origination.
3. Title for all equipment is reserved by Kraftsman Commercial Playgrounds and Water Parks until payment in full is received. The right to enter the property and repossess said equipment is hereby granted to Kraftsman Commercial Playgrounds and Water Parks if payment is not rendered in accordance with the terms above. All payments made prior to repossession under this contract shall be forfeited to Kraftsman Commercial Playgrounds and Water Parks as cost incurred to recover the equipment. Repossession of product does not waive any damages or costs due as awarded by the court.
4. All collections or litigation concerning this contract shall be governed by the laws of the State of Texas, with venue in Harris County.
5. Kraftsman warranties the merchandise on this proposal to be up to the manufacturers published standards as to material and workmanship. See catalogs or attached drawings for specific layouts, warranties, and specifications.
6. Kraftsman reserves the right to review contract for final acceptance by management and to make corrections of clerical errors.
7. A service charge of 1.5% per month will be assessed on all past due amounts.
8. Payments to Kraftsman by credit card will incur a processing fee of 4% for Visa and MasterCard, and 6% for American Express
9. Installation services include all labor, equipment required to complete the job, and insurance coverage's as required by law. Extra installation charges will incur for abnormal sub surfaces, ie. rock, landfill, etc. Price quoted includes Kraftsman's standard insurance coverages of $2 million in General Liability & Completed operations, $1 million in Automobile Liability, $1 million per occurrence/$2 aggregate in Workman's Compensation. Any charges by Kraftsman's insurance carrier or agents for adding General Contractor or Owner as additional insured, waivers of subrogation, or changes to standard coverage shall be added to contract charges. No performance bond or labor and material payment bonds shall be provided by Kraftsman, unless listed as individual line item in proposal.
10. Kraftsman Commercial Playgrounds and Water Parks is not liable for damages to underground utilities, and irrigations systems during installation. It is the customers responsibility to locate all underground utilities.
11. Building permits required by local or state authorities & municipalities are not included and are the responsibility of the owner of the property, unless specifically included as a line item in the proposal. If you want Kraftsman to handle required permitting please contact our office and we will provide a quote if not included as a line item within this proposal.
12. This proposal may be withdrawn by Kraftsman if not accepted within thirty (30) days.

Respectfully Submitted _____ *Date* April 13, 2022
Kraftsman LP

Acceptance of Proposal:
The prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If contract is placed with an attorney for suit or collection through probate, bankruptcy or other legal proceedings, customer agrees to pay all expenses and reasonable attorney fees incurred. Any verbal instructions, agreements, or promises are not valid unless written as part of this contract.

Authorized Signature _____ *PO#:* _____

Printed Name & Title _____ *Date of Acceptance* _____

Authorized Signature _____

Printed Name & Title _____

WE STRONGLY RECOMMEND A RESILIENT FALL SURFACE BE INSTALLED UNDER ALL PLAY & FITNESS EQUIPMENT

Thank You! We Appreciate Your Business!

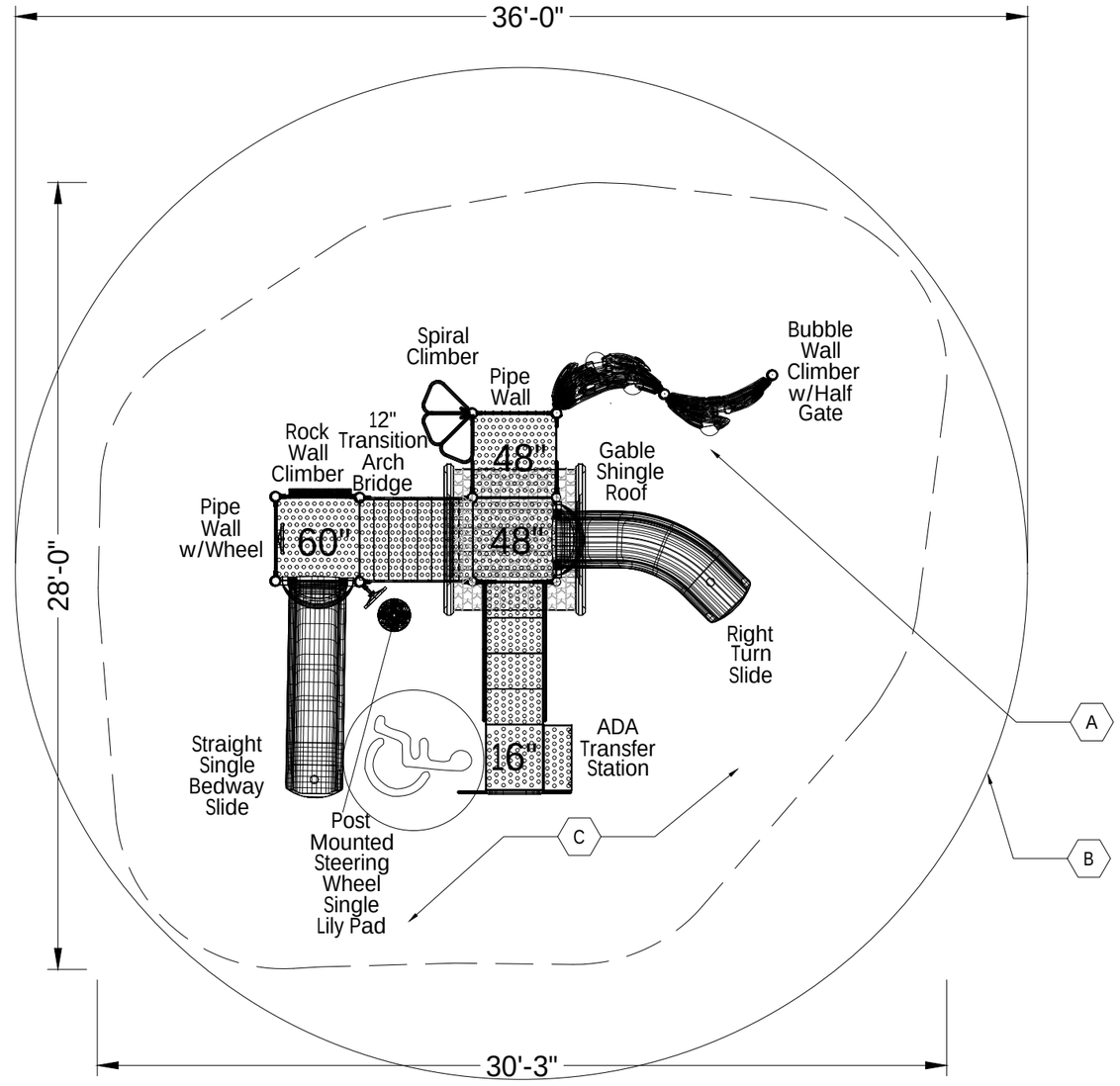
Rangel Park – PS3-31905 in Forest theme

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRA
FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.

Rangel Park – PS3-31905 in Forest theme

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRA
FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.

PLAYGROUND PLAN SCHEDULE		
⬡	DESCRIPTION	QTY
A	NAME: PS3-31905 TYPE: 3.5" STEEL CAPACITY: 24 FALL HEIGHT: 5' AGE RANGE: 2-12	1
B	Border TBD	1
C	Surfacing Area	1018 SF



NORTH

0 4' 8' 12'

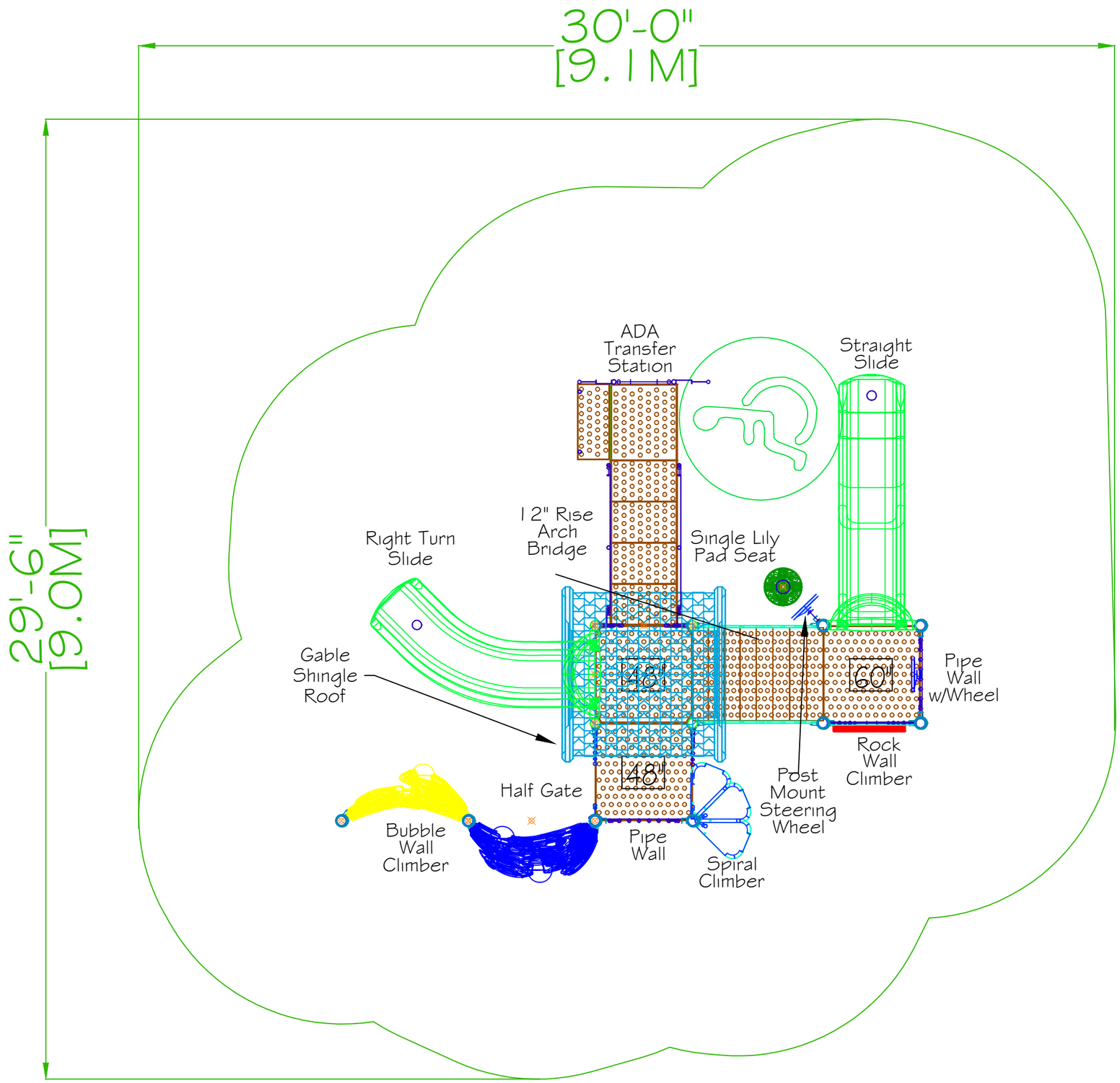
Scale: 3/16" = 1'-0"

PRELIMINARY DESIGN - NOT FOR CONSTRUCTION

Rangel Park
Beaumont, CA

Project 27426 Option 1	Sheet K.2	Designer HM	Date 04.07.2022
Drawing Name KPS-27426	View Playground Plan		Sales Rep. Tonia Bennett

IF THIS FILE HAS BEEN TRANSMITTED ELECTRONICALLY, THE ORIGINAL IS IN THE OFFICE OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. THE ELECTRONIC DOCUMENT WAS RELEASED BY KRAFTSMAN FOR A SPECIFIC USE. NO OTHER USE OR MODIFICATION MAY BE MADE WITHOUT THE WRITTEN CONSENT OF KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT. ALL INSTRUMENTS OF SERVICE, INCLUDING ORIGINAL DRAWINGS, AND SPECIFICATIONS PREPARED BY KRAFTSMAN PLAYGROUND & WATER PARK EQUIPMENT SHALL REMAIN THE PROPERTY OF KRAFTSMAN AND MAY NOT BE USED FOR ANY PURPOSES NOT SPECIFICALLY AGREED TO IN WRITING BY KRAFTSMAN. ALL REPRODUCTIONS OF THE INSTRUMENTS OF SERVICE SUPPLIED TO THE OWNER MAY BE USED BY THE OWNER FOR ANY PURPOSES RELATED TO THE SUBJECT PROPERTY. IN THE EVENT THAT ANY CHANGES ARE MADE IN THE PLANS AND/OR SPECIFICATIONS BY THE OWNER OR PERSONS OTHER THAN KRAFTSMAN, ANY AND ALL LIABILITY ARISING OUT OF SUCH CHANGES SHALL BE FULL RESPONSIBILITY OF THE OWNER UNLESS OWNER HAS RECEIVED KRAFTSMAN'S WRITTEN CONSENT FOR SUCH CHANGES.



Playgrounds

BY SUPERIOR RECREATIONAL PRODUCTS

REFERENCE NUMBER
PS3-31905
3.5" STEEL STRUCTURE DESIGN

EQUIPMENT SIZE	USE ZONE
18' X 18'	30' X 30'
AGE GROUP	SURFACE AREA
2-12	675 SQ. FT.

USER CAPACITY	4' TIMBER COUNT
24	25

FALL HEIGHT
5'

ADA ACCESSIBILITY

ELEVATED
PLAY ACTIVITIES
5

	GROUND LEVEL ACCESSIBLE PLAY ACTIVITIES	GROUND LEVEL ACCESSIBLE ACTIVITY TYPES
REQUIRED	2	2
PROVIDED	2	2

THIS STRUCTURE MEETS OR EXCEEDS CPSC #325 AND ASTM F1487-11 UNLESS OTHERWISE NOTED.

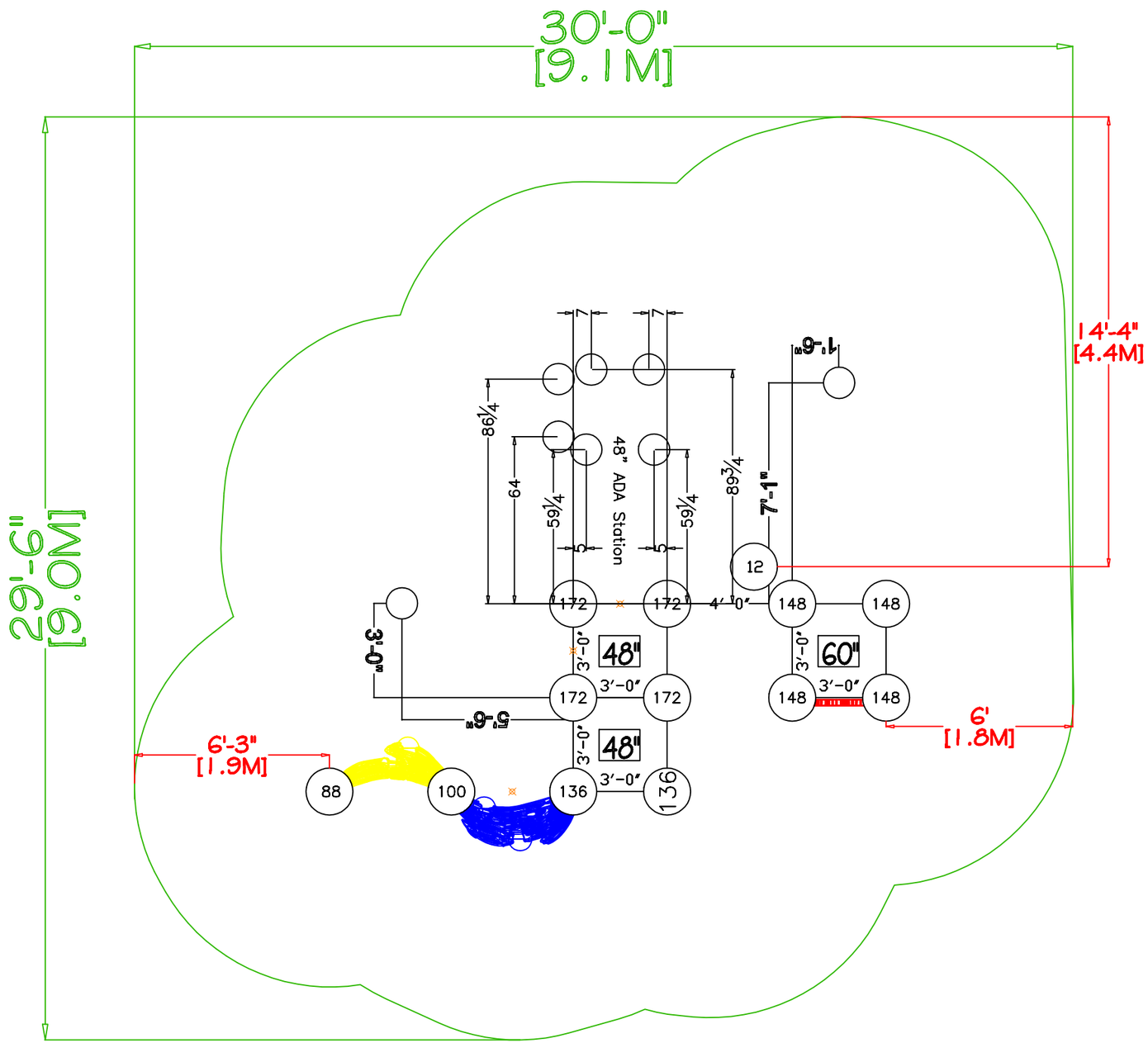
DATE	DRAWN/SAVED BY
12/13/2019	AW / ANDREW.WILSON
SCALE	SHEET
NTS	1 OF 2

PAGE
PLAN_VIEW

WE RECOMMEND THIS PLAN BE PRINTED ON 11" x 17" PAPER

PLAYGROUND SUPERVISION IS REQUIRED.

THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.



FOOTING SCALE- 1/4"=1' (WHEN PRINTED ON 11X17 PAPER)

###

Playgrounds

BY SUPERIOR RECREATIONAL PRODUCTS

PLAYGROUND SUPERVISION IS REQUIRED.

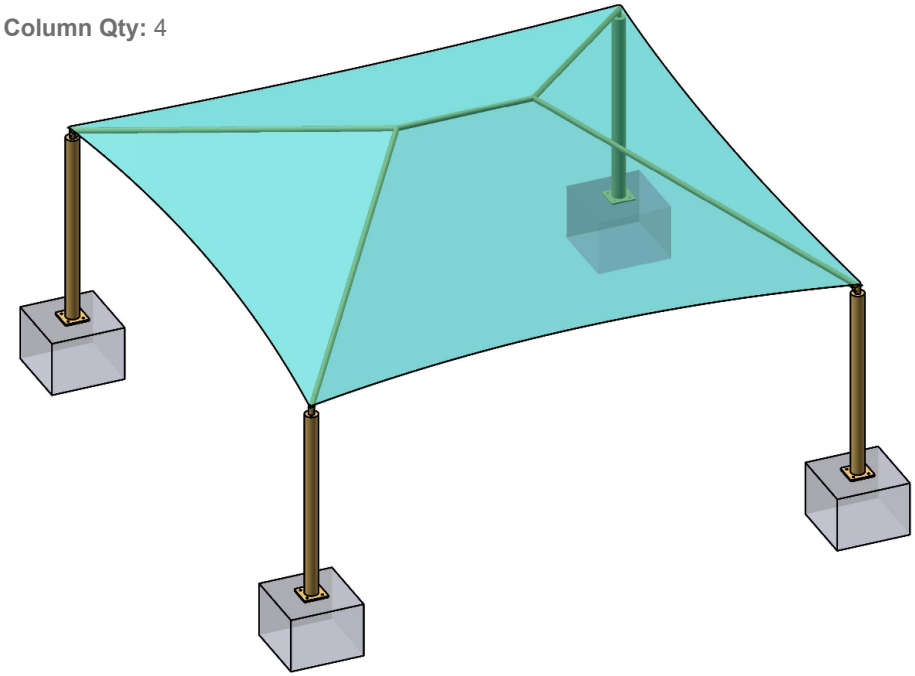
THIS DESIGN IS THE PROPERTY OF SUPERIOR RECREATIONAL PRODUCTS AND MAY NOT BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF SUPERIOR RECREATIONAL PRODUCTS.

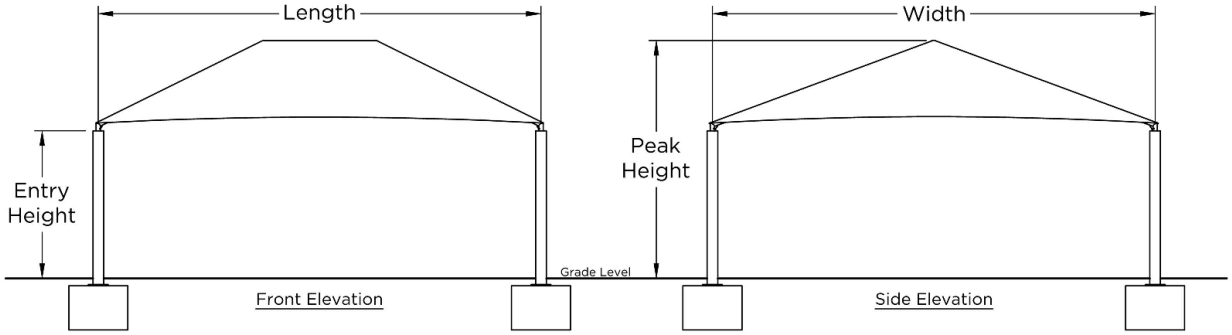
REFERENCE NUMBER	DATE	DRAWN/SAVED BY	SCALE	SHEET	PAGE
PS3-31905 3.5" STEEL STRUCTURE DESIGN	12/13/2019	AW / ANDREW.WILSON	NTS	2 OF 2	FOOTINGS_VIEW

Hip Shade

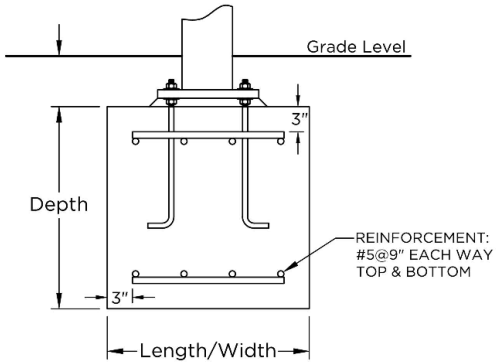
Length	12	**Width**	12	**Entry Height**	10.5
Peak Height	12.72	**Elbow**	Glide	**Column Mount**	Base Plate
Column Size	3.511	**Rafter Size**	2.5011	**Ridge Size**	2.5011
Column Length	11	**Rafter Length**	7.82211685	**Ridge Length**	3

Dome Qty: 1 **Column Qty:** 4

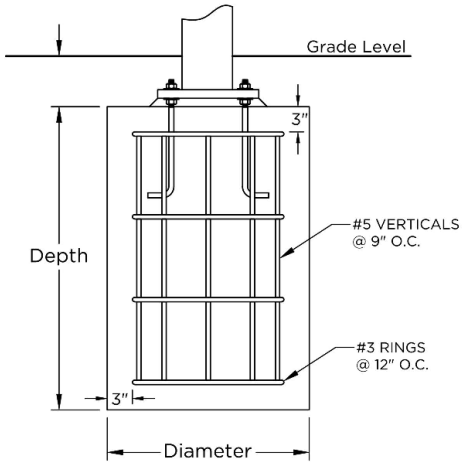




Square Footing		
Column	Length & Width	Depth
Single Cap	1.52	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	Out of range	N/A



SHADE
BY SUPERIOR RECREATIONAL PRODUCTS

QUOTE	SHADE SIZE	SHADE STYLE
	12 X 12	**Hip Shade**

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE April 19, 2022

SUBJECT: **Second Amendment to the Professional Services Agreement for the PLC Upgrade Project with SKM Engineering, LLC in an Amount Not to Exceed $21,777**

Background and Analysis:

SKM Engineering, LLC Second Amendment to Professional Service Agreement

On December 15, 2020, City Council approved the first amendment (AMD#1) to SKM Engineering, LLC's (SKM) Professional Service Agreement (Agreement) that allowed SKM to provide construction support for the PLC Upgrade Project. The original PSA amount was $49,910 and was funded from PLC Design Project (CIP2019-018) budget. AMD#1 fee was $94,081 and was funded through PLC Construction budget (CIP2019-010).

As part of the PLC Upgrade Project each lift station was upgraded to have cellular as the primary communication with the Wastewater Treatment Plant. The City entered into a contract with Verizon to provide a secure wireless Private Internet Protocol (PIP). Verizon was not able to establish the PIP within the requested timeframe and subsequently the City implemented an interim wireless service to maintain functionality. The PIP network was intended to provide significant increases in security and is the desired network.

SKM has provided a cost to switch all lift station sites to the PIP network which is now available and includes hardware and software reconfiguration. The cost, as represented in the second amendment to SKM's Agreement (AMD#2), is $21,777 (see Attachment A). AMD#2 will be funded from the PLC Construction budget (CIP2019-010). (See Table 1 for reference).

Table 1 - 2019-010 Project Summary

2019-010 Project Summary			
Funding Source: Wastewater		Total CIP Budget $700,000	
Project Components	**Current Budget Amount**	**Paid to Date**	**Remaining**
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	$94,081.00	$65,813.55	$28,267.45
Design Contingency			
Construction	$465,437.00	$424,872.00	$40,565.00
Construction Contingency	$45,200.00	$15,366.50	$29,833.50
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Unallocated CIP Budget	$95,282.00		$95,282.00
Project Summary Totals	**$700,000.00**	**$506,052.05**	**$193,947.95**

Table 2 - 2019-010 Remaining Budget

2019-010 Remaining Budget Summary	
Current Remaining Budget	**$193,947.95**
SKM AMD#2	($21,777)
New Remaining Budget	**$172,170.95**

Fiscal Impact:

The cost to prepare the staff report is approximately $350.

The PLC Upgrade Project has a current CIP budget of $700,000. AMD#2 will be paid from the CIP2019-010 budget in the amount of $21,777. The total amended contract will be $165,768 with $49,910 funded from CIP2019-018 and $115,858 funded from CIP2019-010.

Recommended Action:

Approve the Second Amendment to the Professional Services Agreement for the PLC Upgrade Project with SKM Engineering, LLC in an Amount Not to Exceed $21,777.

Attachments:

A. Second Amendment to Agreement with SKM

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF BEAUMONT AND SKM ENGINEERING, LLC, FOR PROFESSIONAL ENGINEERING SERVICES FOR PLC UPGRADE DESGIN (CIP2019-018)

THIS FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the ____ day of _____, 2022, by and between the CITY OF BEAUMONT, a general law city, ("CITY") whose address is 550 E. 6th Street, Beaumont, California 92223 and SKM Engineering, LLC, a limited liability company whose address is 533 W 2600 S Suite 25, Bountiful, UT 84010 ("CONTRACTOR") in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

1. RECITALS

This Second Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On April 21, 2020, the City and SKM Engineering, LLC., entered into that certain agreement entitled "Agreement for Professional Services by Independent Contractor" for PROFESSIONAL ENGINEERING SERVICES FOR PLC UPGRADE DESIGN CIP 2019-018 ("Agreement").

B. City has requested a further change in scope to the work under the Agreement regarding the upgrade of ten (10) lift stations with new PLC's and programming and CONTRACTOR has requested that the scope of work should be increased as provided in the Proposal dated March 7, 2022, a copy of which is attached hereto as Exhibit "A", and incorporated herein by this reference.

2. AMENDMENT

Section 2 of the Agreement is hereby amended to add to the Services those services identified in the Proposal attached hereto as Exhibit "A".

Section 4.01 of the Agreement is hereby amended to increase the maximum compensation under the Agreement as follows: Under the First Amendment, compensation was set at one hundred forty-three thousand, nine hundred ninety-one dollars ($143,991). Per this Second Amendment, compensation of one hundred forty three thousand, nine hundred ninety one dollars ($143,991) is increased by the maximum amount of twenty-one thousand, seven hundred seventy seven dollars ($21,777) as provided in the Proposal attached hereto as Exhibit "A" resulting in total compensation under the Agreement not to exceed one hundred sixty five thousand, seven hundred sixty eight dollars ($165,768).

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Second Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____

Lloyd White, Mayor

ATTEST

_____

City Clerk

APPROVED AS TO FORM

_____

John Pinkney, City Attorney

CONTRACTOR:

_____

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL DATED March 7, 2022

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Second Amendment to Professional Services Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: _____

Lloyd White, Mayor

ATTEST

_____

City Clerk

APPROVED AS TO FORM

_____

John Pinkney, City Attorney

CONTRACTOR:

SKM Engineering

By: _____

Print Name: Mark Jeppsen

Title: Principal

skm
SAVE TIME • SAVE ENERGY • SAVE MONEY
533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

SCOPE OF WORK MODIFICATION

April 13, 2022

Kristine Day / Robert Vestal

City of Beaumont

Re: City of Beaumont Lift Stations PLC Upgrades – Integration Scope of Work Changes

Mr. Vestal,

Per our discussions, we are requesting additional scope and budget based upon changes that were required to complete the Lift Station integration project. The original scope and fee included a contingency for unforeseen issues that might arise during the project. The fee presented for the additional scope subtracts the original contingency. Most of the costs presented here are based upon adding the Verizon PIP to the overall network design. This requires additional coordination with Verizon, biweekly meetings, hardware additions and modifications to the existing hardware. Further, the PIP takes 4-6 months to activate, and the cutover of the stations will occur prior to the PIP activation.

Scope of Services

1. Task 1 (Additional) – SCADA System Integration

   The original budget included the cost of the master radio and two trips on site. In coordinating the cellular service, a Peplink Balance One was required for the physical connection of the Verizon Wireless PIP. The cost of this device and it's associated licenses is $2,640. We also will provide a spare unit unlicensed which has a cost of $650.

   The Verizon PIP requires 4-6 months of coordination with Verizon which includes biweekly meetings and installation coordination. Further, we will be required to program all the Cellular modems a second time and be on site for the physical cutover.

   The City has implemented as SD-WAN configuration with Frontier to provide redundancy with the Internet service at the plant. This has required additional setup and testing for the project. We estimate this effort to be 12 hours.

   Three trips were required for factory testing the Contractor furnished panels. The first test was a failed test and required the Contractor to rework the panels. This required a subsequent test. The third test was required as not all the panels were ready for testing at the time of the first test. We have included associated per diem costs and additional days for the testing.

2. Tasks 2 thru 10 – Our original scope had 2 days per cutover per lift station. Four seasons and Mesa required four days. In addition, the antenna installations and cutovers were scheduled for after the lift station cutovers instead of at the same time. We also had no time or effort in the repeater stations. Each of these stations required a day of onsite assistance and programming.

Cost Proposal

The following costs for the above-described tasks are broken down in the following table. We request that the costs be added to the current budget.

Task ID	Task Description	Project Manager ($145/Hr)	Controls Engineer ($125/Hr)	Labor Cost	Equipment / Per Diem	Total Cost
Task 1 - SCADA System Integration						
0104	Verizon PIP Addition	48	8	$7,960	$4,790	$12,750
0105	SD-WAN Coordination	16		$2,320	$0	$2,320
0106	Additional Factory Testing	24		$3,480	$1,500	$4,980
Tasks 2 - 10 - Site Cutovers						
0204	Additional Time at Four Seasons	8	24	$4,160	$1,500	$5,660
1004	Additional Time at Mesa	4	20	$3,080	$1,500	$4,580
Task 11 - Project Contingency						-$8,513

Total:	$21,777

BEAUMONT
CALIFORNIA

Staff Report

TO: City Council

FROM: Jeff Hart, Public Works Director

DATE April 19, 2022

SUBJECT: Change Order No. 3 for the PLC Upgrade Project with Southern Contracting Company in an Amount Not to Exceed $71,531

Background and Analysis:

Southern Contracting Company Change Order No. 3

On December 15, 2020, City Council awarded Southern Contracting Company (Contractor) a Public Works Agreement (Contract) for construction services for the Programmable Logic Controller (PLC) Upgrade Project (CIP2019-010). Construction commenced on March 1, 2021, and the original contract scope was completed on February 28, 2022.

The original Contract amount was approved for $465,437, with a construction contingency of $45,200. The project had two change orders that were also completed prior to February 28, 2022. Change order No. 1 (CO#1) was for an upgraded control panel at Coopers Creek Lift station with a total cost of $5,007, funded from construction contingency. Change order No. 2 (CO#2) was for a new battery backup system and enclosure for the City Hall repeater site with a total cost of $8,355, also funded from construction contingency.

During construction the Contractor and City staff identified several non-functional or limited-functional components at each lift station site that are critical to the operation of the facility and safety of the operators. The components identified include:

- Low-level bypass switch – allows for targeted pump control during low flows
    - Low-level bypass switches are requested at nine of the City's lift stations
- Hydro Rangers – allows for the precise monitoring of effluent levels
    - Existing Hydro Rangers at seven of the lift stations are currently non-functional and in need of replacement

- Gas Monitors – allows for the continuous monitoring of hazardous gases
    - The existing gas monitor at Mesa lift station is non-functional and in need of replacement
- E-stop contacts – allows for the immediate de-energization of a pump
    - Four existing E-stops at Mesa lift station are non-functional and in need of replacement

The Contractor has provided City staff with a cost to perform the proposed work as Change Order No. 3 (CO#3) in an amount off $71,531 which exceeds the remaining construction contingency. However, there is sufficient funds in the approved CIP2019-010 budget to fund CO#3. Please refer to Table 1 for reference.

Table 1 - 2019-010 Project Summary

2019-010 Project Summary			
Funding Source: Wastewater		Total CIP Budget $700,000	
Project Components	**Current Budget Amount**	**Paid to Date**	**Remaining**
Project Management			
Project Contingency			
Preliminary Services			
Preliminary Services Contingency			
Environmental			
Environmental Contingency			
Design	$94,081.00	$65,813.55	$28,267.45
Design Contingency			
Construction	$465,437.00	$424,872.00	$40,565.00
Construction Contingency	$45,200.00	$15,366.50	$29,833.50
Construction Management			
Construction Management Contingency			
Permits			
Equipment			
Unallocated CIP Budget	$95,282.00		$95,282.00
Project Summary Totals	**$700,000.00**	**$506,052.05**	**$193,947.95**

Table 2 - 2019-010 Remaining Budget

2019-010 Remaining Budget Summary	
Current Remaining Budget	**$193,947.95**
SKM AMD#2	($21,777)
Southern Contracting Company CO#3	($71,531)
New Remaining Budget	**$100,639.95**

Fiscal Impact:

The cost to prepare the staff report is approximately $350.

The PLC Upgrade Project has a current CIP budget of $700,000. CO#3 will be paid from the CIP2019-010 budget totaling $71,531, with an amended total contract amount of $536,968.

Recommended Action:

Approve Change Order No. 3 for the PLC Upgrade Project with Southern Contracting Company in an Amount Not to Exceed $71,531.

Attachments:

A. Change Order No. 3 with Southern Contracting Company

DATE: April 12, 2022
FROM: JEFF HART, P.E.,PUBLIC WORKS DIRECTOR/CITY ENGINEER
CITY OF BEAUMONT
TO: Southern Contracting Company PO 20/21 0802

PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER No. 3

Replace non-functional components

INSTRUCTIONS TO THE CONTRACTOR AT THE REQUEST OF THE CITY ENGINEER:

These modifications are based upon site requirement for the completion of the project.

Item No.	Description	Quantity	Unit	Unit Cost	Extended Amount
1	Low Level Bypass	9.00	EA	$ 3,015.00	$ 27,135.00
2	Replace Existing Hydrorangers	7.00	EA	$ 3,862.00	$ 27,034.00
3	Replace Existing Gas Monitor	1.00	EA	$ 15,194.00	$ 15,194.00
4	Replace Existing E-Stop Contacts	4.00	EA	$ 542.00	$ 2,168.00
				SUB-TOTAL=	**$ 71,531.00**

TOTAL AMOUNT OF CHANGE ORDER # 3 $ 71,531.00

CONTRACT AMOUNT RECONCILIATION

ORIGINAL CONTRACT AMOUNT	$	452,075.00
CHANGE ORDER NO. 1	$	5,007.00
CHANGE ORDER NO. 2	$	8,355.00
CHANGE ORDER NO. 3	$	71,531.00
TOTAL COST OF CONTRACT AS PER CHANGE ORDER NO. 3 =	**$**	**536,968.00**

The undersigned Contractor approves the foregoing Change Order # 3 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 completion of the entire work on account of said Change Order # 4. The Contractor agrees to furnish all labor and materials and perform all other necessary work, inclusive of the directly or indirectly related to the approved time extension, required to complete the Change Order items. 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 Owner.

Execution of this Change Order by the Contractor constitutes a binding accord and satisfaction that fully satisfies, waives, and releases the Owner from all claims, demands, costs, and liabilities, in Contract, law or equity, arising out of or related to the subject of the change order, whether known or unknown, including but not limited to direct and indirect costs and/or damages for delay, disruption, acceleration, loss of productivity, and stacking of trades, as well as any and all consequential damages.

Lloyd White, Mayor	**DATE**
JEFF HART, P.E.,PUBLIC WORKS DIRECTOR/CITY ENGINEER	**DATE**
SOUTHERN CONTRACTING COMPANY , CONTRACTOR	4/12/2022 **DATE**

SBEMP
ATTORNEYS

BILLING DEPARTMENT
accounting@sbemp.com

REPLY TO:
Palm Springs, California

April 7, 2022

CITY OF BEAUMONT PROFESSIONAL SERVICES THRU: 3/31/2021

TOTAL DUE: $150,902.85

Sincerely,
SBEMP, LLP

By: Accounting Department

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Carpenters

Professional services through:03/31/2022: Invoice # 70224

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$27.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Delgado

Professional services through:03/31/2022: Invoice # 70223

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$1,155.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Fortier

Professional services through: 02/10/2022: Invoice # 70198

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$1,939.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Gen Lit

Professional services through:03/31/2022: Invoice # 70214

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$2,282.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Gregg

Professional services through:03/31/2022: Invoice # 70222

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$14,437.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Labor&Employ

Professional services through:03/31/2022: Invoice # 70213

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$310.70

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Lee

Professional services through: 02/25/2022: Invoice # 70220

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$25,062.85

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-NobleCreekRev

Professional services through:03/31/2022: Invoice # 70212

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$8,986.40

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Norton Rose

Professional services through:03/31/2022: Invoice # 70218

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$12,622.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-OverRetainer

Professional services through: 03/31/2022: Invoice # 70211

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$17,747.70

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Peters

Professional services through:03/31/2022: Invoice # 70217

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$4,400.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Terra-Gen

Professional services through:03/31/2022: Invoice # 70209

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$669.20

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Iloputaife

Professional services through:03/31/2022: Invoice # 70221

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$4,585.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont-Retainer

Professional services through:03/31/2022: Invoice # 70210

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$7,500.00

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*AIG

Professional services through:02/28/2022: Invoice # 70208

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$33,357.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*UrbanLogic

Professional services through:03/31/2022: Invoice # 70216

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$13,207.50

SBEMP
ATTORNEYS

1800 E Tahquitz Canyon Way
Palm Springs, CA 92262
Fed. ID #33-0833010
Telephone 760-322-2275
Facsimile 760-322-2107

April 8, 2022

City of Beaumont
E-MAIL INVOICES

Our file no:
City of Beaumont*Weka

Professional services through:03/31/2022: Invoice # 70215

	Amount
BALANCE DUE – PLEASE SUBMIT PAYMENT:	$2,612.50

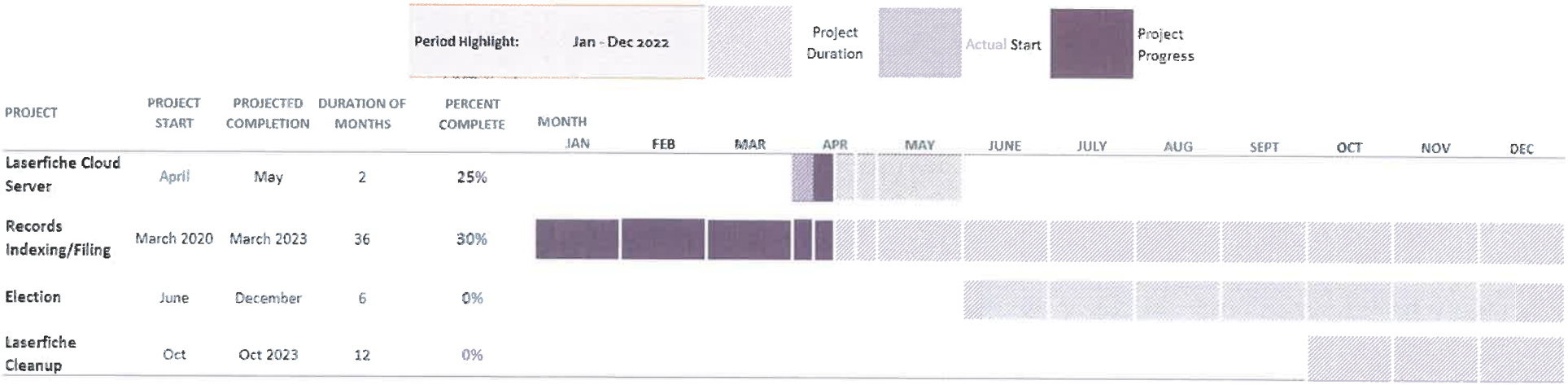
BEAUMONT
CALIFORNIA

#ACITYELEVATED

DEPARTMENT PROJECTS
SCHEDULE UPDATES
March 2022

CITY CLERK

City Clerk's Office Project Status



Laserfiche Cloud Server Project – A migration of Laserfiche data from a retiring server to a cloud-based system for overall stability and more reliable access to electronic records.

Records Indexing/Filing – A complete indexing of all records within the City Clerk's office and implementation of a new filing system to be categorized in a user-friendly structure and format.

2022 Municipal Election – The 2022 Municipal Election will have five seats up for election (three Council Members, Treasurer and City Clerk). Nomination Period opens on July 18th.

Laserfiche Cleanup – A restructure of folders within Laserfiche to replicate the new filing system being established for ease of locating documents. A full audit of the documents will be conducted to be in accordance with the adopted retention schedule policy.

Public Records Requests for the Month

Monthly Totals – March 2022

No. of Requests	No. of Completed Requests	Staff Time Allocated
55	**55**	**16.25 hrs**

COMMUNITY DEVELOPMENT

COMMUNITY DEVELOPMENT UPDATE
Ending March 2022

- Housing Element Update (Project CD-02)
  - Draft HEU on the Planning website
  - Objective Design Standards completed
  - ADU standard floor plans completed

- Zoning Code Updates (Project CD-01)
  - Accessory Dwelling Unit Ordinance will follow the Housing Element Update to comply with State law
  - Objective Design Guidelines will follow approval of the Housing Element in

- Planning Commission – Next Meeting is **April 26, 2022**

- Code Enforcement
  - 19 cases opened in the month of March 2022
  - 41 Inspections resulting in no cases opened in March 2022
  - No cases closed in March 2022

- Building and Safety Department Data for year end
  - http://www.ci.beaumont.ca.us/DocumentCenter/View/2428

- Fire Safety Specialist Plan Checks and Inspections
  - 16 Fire Plan Reviews
  - 48 Building Plan Reviews
  - 12 Public Works Plan Reviews
  - 23 Planning case reviews
  - 180 Construction Inspections
  - 7 Non-mandated life safety inspections
  - 10 mandated life safety inspections

- Planning Project Data for November
  - DRC Reviewed 20 projects in March 2022
  - 43 new Planning applications were received in March 2022

Lisa Wise Consulting, Inc.

Schedule: Beaumont 6th Cycle Housing Element Update

[DRAFT] - 11/23/21

Due date 10/15/21; grace period ends 2/11/22 [schedule includes rezoning completion prior to 10/15/22]

		2021		2022						
		Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task E	**Preparation of Draft Housing Element**									
E.4	Coordination with HCD									
	City targeted/AFFH outreach									
	AFFH edits/coord with WRCOG									
Task F	**General Plan Amendment (As Required)**									
F.2	Hazard Mitigation Plan and Safety Element Update									
Task G	**Environmental Documents**									
G.2	Admin Draft Addendum									
G.3	Final Addendum									
Task H	**Final Project Deliverables**									
H.1	Prepare Final Documents									
H.2	Meetings with Planning Commission and City Council									
Task I	**Prepare an ADU Ordinance**									
Task K	**Zoning Code Amendments**									
K.1	Review and Recommendations									
K.2	Draft and Final Amendments									
Task L	**Objective Design Standards**									
L.2	Recommended Standards									
L.3	Draft Standards									
L.4	Public Hearings									
L.5	Final Standards									
Task M	**ADU Standard Plans**									
M.1	ADU Standard Plans									

2-week review period before resubmit per AB 215

Conservatively assume HCD takes 60 days, but request expedited 30-day review

Posted on City website - hear Rincon re additional outreach?

Project Team Work Period

City Staff Review Period

Public Review Period

HCD Review Period

Meeting

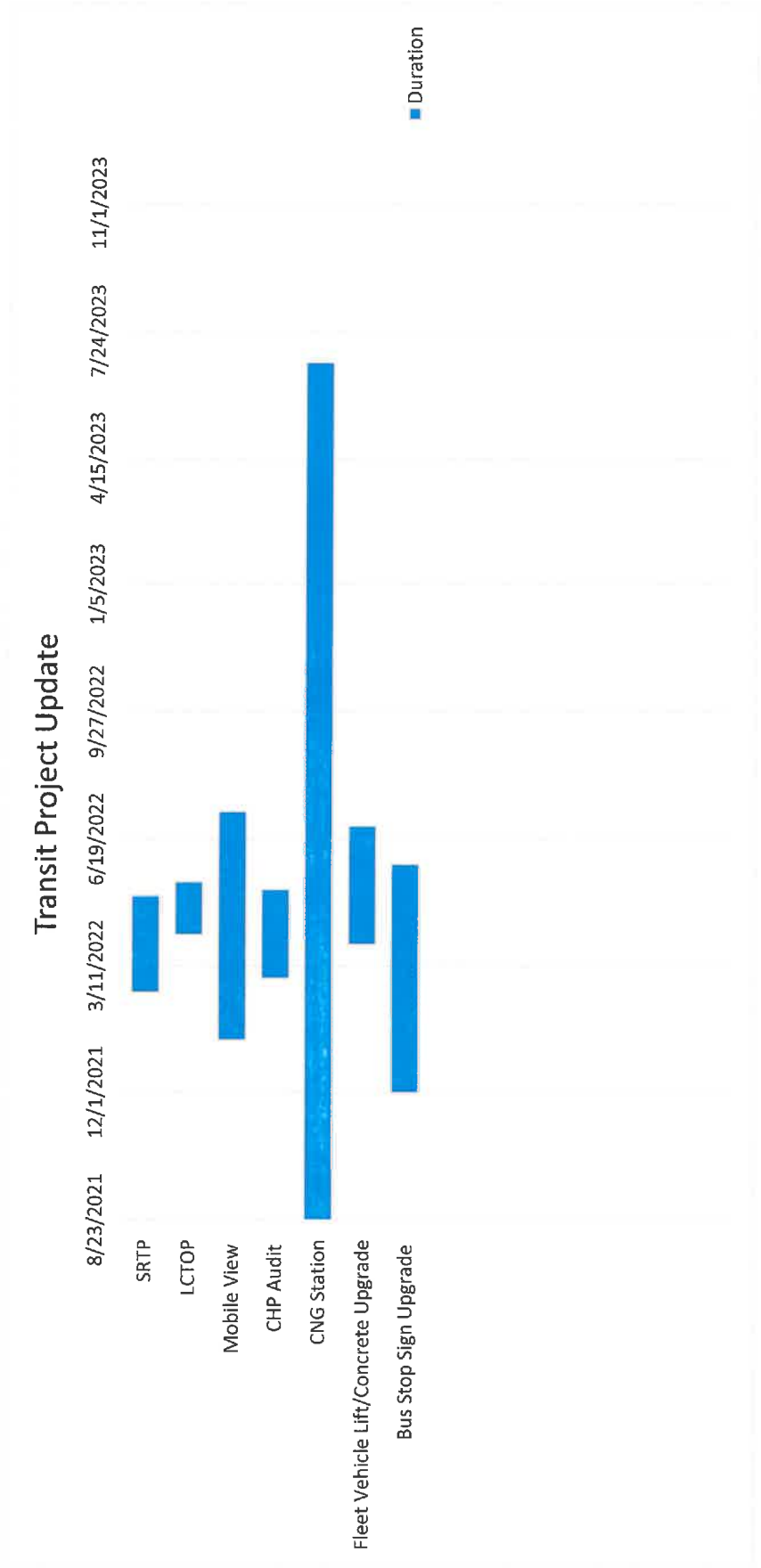
COMMUNITY SERVICES

Community Services – March 2022

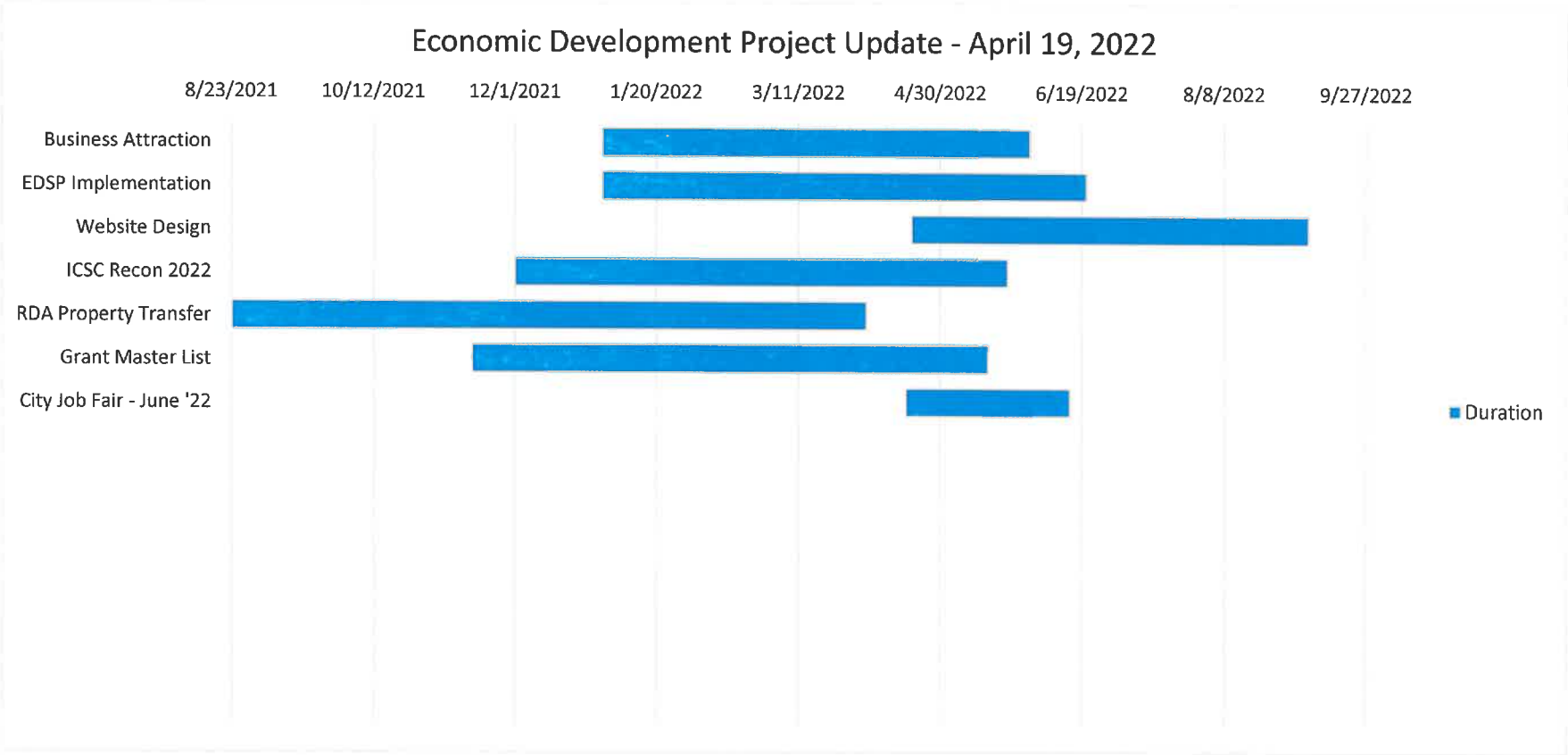
DEPARTMENT HIGHLIGHTS
Total of 147 senior taxes prepared to date
March Movie in the Park (Encanto): 500-700 attendees
Two new Recreation Specialists - Welcome Benny and Vivien!
Reinstated daily reassurance calls to seniors
4,000 new plants along Cherry Channel walking path
77 new trees planted at Wildflower and Mtn. View Parks

ONGOING RECREATION PROGRAMS
Chair Yoga – Tuesday & Thursday
Fit After 50 - Mon, Wed & Friday
BINGO – Thursdays
Senior Aerobics – Mon, Wed & Friday
Cookie decorating class – Quarterly
Pickleball - Monday & Tuesday
Open Basketball - Monday & Wednesday
Parent and Me Ballet – Monday
Introductory to Ballet – Monday
Zumba – Mon, Wed & Friday
HICAP –4th Thursday

TRANSIT


Transit Project Update
8/23/2021
12/1/2021
3/11/2022
6/19/2022
9/27/2022
1/5/2023
4/15/2023
7/24/2023
11/1/2023
SRTP
LCTOP
Mobile View
CHP Audit
CNG Station
Fleet Vehicle Lift/Concrete Upgrade
Bus Stop Sign Upgrade
Duration

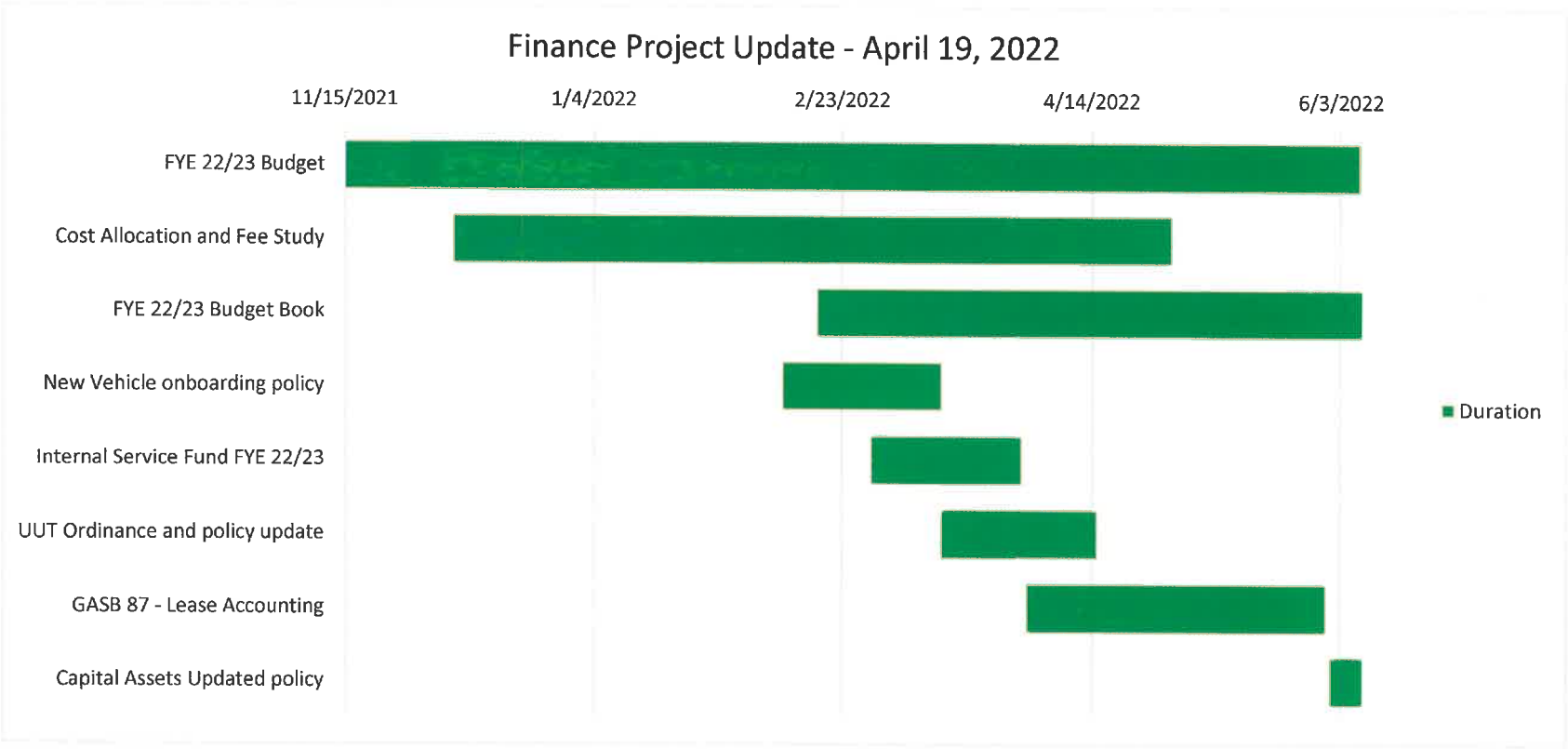
ECONOMIC DEVELOPMENT



Items Completed since last report:

1. RDA Property Transfer – completed 04/04/22
2. Retail Market Analysis Update – completed 02/28/22
3. Full-service restaurant demand report – completed 03/08/22
4. Downtown Business Meeting presentation – completed 03/24/22

FINANCE



Items Completed since last report:

1. Transit Audit – completed 03/17/22
2. Use Tax Return – completed 03/24/22
3. AQMD FY 2021 Report Filing – completed 03/31/22
4. Single Audit – completed 03/31/22

INFORMATION TECHNOLOGY

INFORMATION TECHNOLOGY
March 2022

Tyler Upgrades – IN PROGRESS

- Create SolarAPP+ information page on main website and CSS Portal – **In Progress waiting for verbiage to be written for website**
- Energov Budget Project Review w/ Energov Rep – **In progress – discussing what option the city wants to purchase.**

City Hall – IN PROGRESS

- Laserfiche Cloud migration – **In progress - Coping data from on-prem server**
- Dell KACE – **In Progress – Purchasing KACE Deployment Solution**

Police Department – IN PROGRESS

- Netmotion Implementation – **In Progress - installing clients in units**
- IBIS implementation – **In Progress 3/10/2022 – waiting on equipment to arrive for units**
- PSEC Circuit – **In Progress – Circuits been ordered**

CAD\RMS System for Public Safety (PD)– IN PROGRESS

- NG911 DOJ – **In Progress Circuit installed waiting for Nitel for next step.**
- GIS update mapping and integration with for Mark43 – **In Progress – Working with Pro-West on script to upload new layers.**

Wastewater Plant –*IN PROGRESS*

- PIP Wireless Test – **In Progress - working with Verizon and SKM**
- New redundancy IT measures being explored. – **On going**
- Exploring new SD-WAN options – **In Progress with Verizon and Spectrum**

IT Strategic Plan – IN PROGRESS

- Creating an IT strategic plan for City Manager. **On going**
- Looking at efficient ways to save city money on telco services. **On going**
- Identifying new GIS options – **In progress (Working with ESRI For GIS Implementation and GIS Staff On-boarding**
- Meeting to discuss budget and ongoing projects to align to Beaumont's vision. **In Progress**
- Review and mitigate IT policies – **On-going reviewing current polices**
- Providing new security measure that coincides with CJIS compliance – **On going**

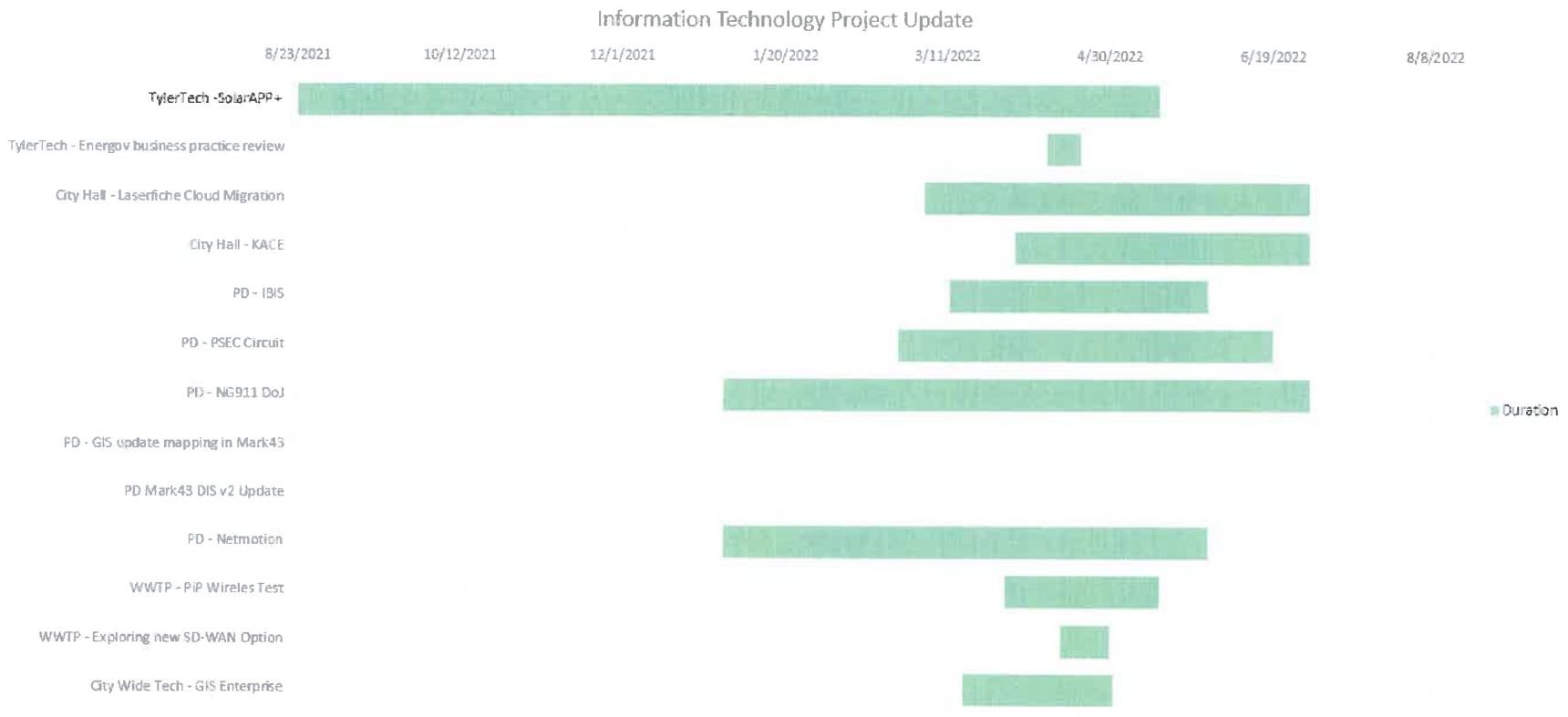
City Wide Technology Upgrades – On going

- Researching and Developing GIS Solution – **In Progress waiting on quotes form vendor.**

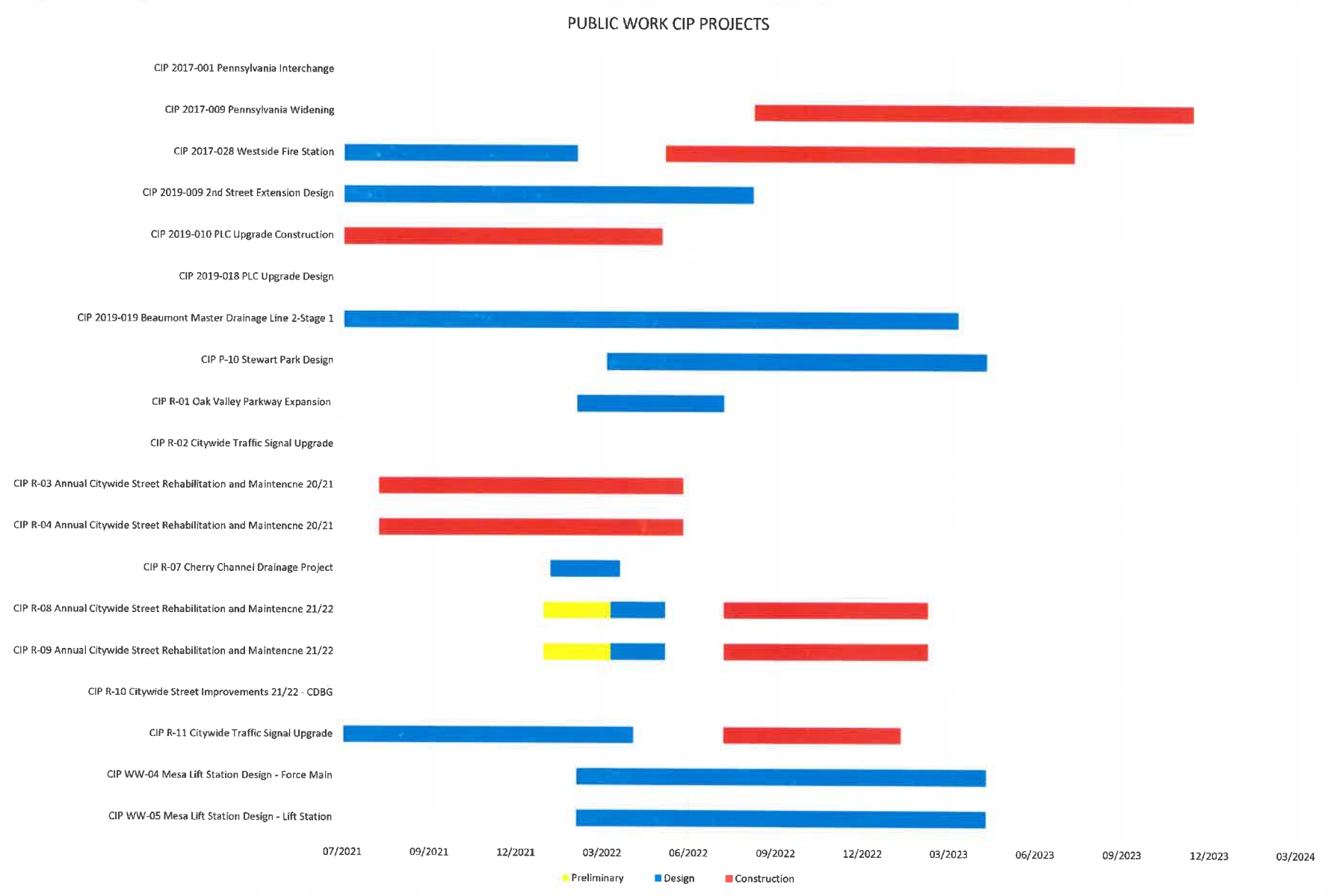
Information Technology

Project Update

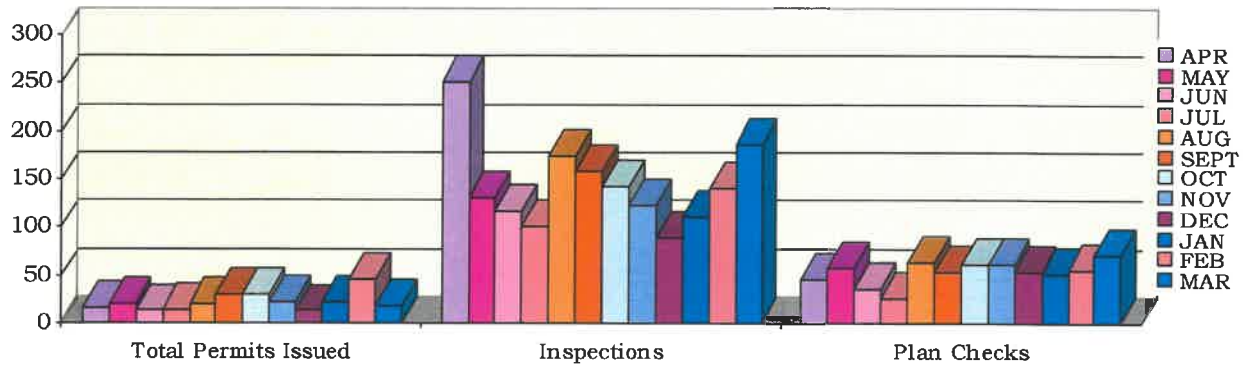
March



PUBLIC WORKS


PUBLIC WORK CIP PROJECTS
CIP 2017-001 Pennsylvania Interchange
CIP 2017-009 Pennsylvania Widening
CIP 2017-028 Westside Fire Station
CIP 2019-009 2nd Street Extension Design
CIP 2019-010 PLC Upgrade Construction
CIP 2019-018 PLC Upgrade Design
CIP 2019-019 Beaumont Master Drainage Line 2-Stage 1
CIP P-10 Stewart Park Design
CIP R-01 Oak Valley Parkway Expansion
CIP R-02 Citywide Traffic Signal Upgrade
CIP R-03 Annual Citywide Street Rehabilitation and Maintencne 20/21
CIP R-04 Annual Citywide Street Rehabilitation and Maintencne 20/21
CIP R-07 Cherry Channel Drainage Project
CIP R-08 Annual Citywide Street Rehabilitation and Maintencne 21/22
CIP R-09 Annual Citywide Street Rehabilitation and Maintencne 21/22
CIP R-10 Citywide Street Improvements 21/22 - CDBG
CIP R-11 Citywide Traffic Signal Upgrade
CIP WW-04 Mesa Lift Station Design - Force Main
CIP WW-05 Mesa Lift Station Design - Lift Station
07/2021
09/2021
12/2021
03/2022
06/2022
09/2022
12/2022
03/2023
06/2023
09/2023
12/2023
03/2024
Preliminary
Design
Construction

PUBLIC WORKS
MONTHLY PERMIT INFORMATION
RUNNING 12 MONTHS



	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR
Permit Information												
Encroachment - Issued	11	18	13	13	19	22	27	21	10	21	44	18
Residential Improvements	5	2	0	0	0	3	2	1	2	3	2	0
Commercial Improvements	0	0	0	1	1	4	0	0	1	0	0	0
TOTAL	16	20	13	14	20	29	29	22	13	24	46	18
Inspections												
Commercial	50	48	42	13	52	51	55	89	26	51	57	108
Residential	201	82	75	87	122	107	87	34	63	59	83	77
TOTAL	251	130	142	100	174	158	142	123	89	110	140	185
Plan Checks												
Commercial	6	10	15	8	23	17	18	18	17	8	9	20
Residential	40	48	18	17	41	36	44	44	36	44	47	51
TOTAL	46	58	35	25	64	53	62	62	53	52	56	71

FY 21/22
FY 20/21

This information is gathered from monthly reports and inspection records. Permits issued as of March 31, 2022.